TENTH REGULAR COMMON COUNCIL MEETING AGENDA

August 17, 2026 at 6:00 PM

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

Notice of the 10th Regular Meeting of the 2026-2027 Common Council.

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

Persons with disabilities who need accommodations to attend the meeting should contact Meredith DeBruin at the City Clerk's Office, 828 Center Avenue, (920) 459-3361. Members of the public who wish to participate in public forum remotely shall provide notice to the City Clerk at (920) 459-3361 by 12:00 p.m. on meeting day to be called upon during the meeting. All Alderpersons may attend the meeting remotely.

OPENING OF MEETING

1. **Call to Order**

2. **Roll Call**

3. **Pledge of Allegiance**

4. **Approval of Minutes**
   Ninth Regular Council Meeting held on August 3, 2026

5. **Resignation**
   Tomomi Kanemaru from the Mayor's International Committee effective August 23, 2026

6. **Resignation**
   Bob Rank from the Housing Authority Board effective immediately

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

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

9. **Presentation**
   Historic Preservation Commission annual report to Council

10. **Presentation**
Harbor Centre Marina Design by Edgewater Resources

11. **Presentation**
Sheboygan Public Safety Departments - Design Development Progress

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

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

CONSENT

14. Res. No. 73-26-27 by Alderpersons Dekker and Kelly authorizing the Mayor and City Clerk to enter into a contract with Mashuda Contractors, Inc. for the Gartman Property Phase Bid Package 3 Construction.

    Voted 5-0 by Public Works Committee to recommend adoption

15. Res. No. 74-26-27 by Alderpersons Dekker and Kelly authorizing the Mayor and City Clerk to enter into an Addendum dated July 15, 2026, to the contract with Foth Infrastructure and Environment, LLC for FEMA Sub-Recipient Management Costs (SRMC) services related to the South Side Interceptor System (SIS) Rehab/Access Road/Shoreline Protection Program.

    Voted 5-0 by Public Works Committee to recommend adoption

16. Res. No. 72-26-27 by Alderpersons Dekker and Kelly authorizing the Purchasing Agent to issue a purchase order for one (1) John Deere Front-End Loader for the Motor Vehicle Division of the Department of Public Works.

    Voted 5-0 by Public Works Committee to recommend adoption

17. Res. No. 78-26-27 by Alderpersons Dekker and Kelly adopting a new Sheboygan Waterfront and Marina Master Plan and Schematic Design.

    Voted 5-0 by Public Works Committee to recommend adoption

18. Res. No. 77-26-27 by Alderpersons Mitchell and Perrella authorizing the appropriate City officials to file a summons and complaint against Andrew Cleveland, Middle Coast Dwellings LLC, and Attorneys Title and Closing Services LLC to recover money owed to the City for a Housing Rehabilitation Loan.

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

19. Res. No. 79-26-27 by Alderpersons Mitchell and Perrella authorizing the appropriate City officials to execute an agreement with Savage Solutions, LLC.

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

20. Res. No. 80-26-27 by Alderpersons Mitchell and Perrella authorizing the appropriate City officials to execute an agreement with Citibot, Inc.

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

21. Res. No. 82-26-27 by Alderpersons Mitchell and Perrella authorizing the Mayor and City Clerk to enter into a termination and mutual release agreement relating to the Marriott Spring Garden Inn by Waterside Hospitality LLC.

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

22. Report 21-26-27 by Police Chief pursuant to section 30-50 of the Municipal Code, submitting the quarterly report showing the Benchmark Measurement for the Police Department for the period commencing April 1, 2026 and ending June 30, 2026.

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

23. Report 20-26-27 by Fire Chief Eric Montellano pursuant to section 24-459 of the Municipal Code, submitting the quarterly report showing the Benchmark Measurements for the Fire Department, for the period commencing April 1, 2026 and ending June 30, 2026.

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

24. Res. No. 71-26-27 by Alderpersons Boorse and Heidemann approving alcohol beverage/tobacco licenses.

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

RESOLUTIONS

25. Res. No. 83-26-27 by Alderpersons Boorse and Close authorizing the issuance and sale of up to $893,200 Taxable Private LSL Replacement Loan Program Revenue Bonds, Series 2026A, and providing for other details and covenants with respect thereto, and approval of related Financial Assistance Agreement. SUSPEND THE RULES AND ADOPT THE RESOLUTION

26. Res. No. 84-26-27 by Alderpersons Boorse and Close authorizing the issuance and sale of up to $247,500 Taxable Private LSL Replacement Loan Program Revenue Bonds, Series 2026B, and providing for other details and covenants with respect thereto, and approval of related Financial Assistance Agreement. SUSPEND THE RULES AND ADOPT THE RESOLUTION

27. Res. No. 85-26-27 by Alderpersons Boorse and Close authorizing the appropriate City officials to execute the Department of Natural Resources Principal Forgiveness Financial Assistance Agreement regarding DNR Project No. 4901-18. SUSPEND THE RULES AND ADOPT THE RESOLUTION

28. Res. No. 76-26-27 by Alderpersons Boorse and Heidemann approving design development for the Public Safety Complex and authorizing the appropriate City officials to proceed with the preparation of construction documents in cooperation with Wendel Company.

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

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

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

OTHER MATTERS AUTHORIZED BY LAW

CLOSED SESSION

31. Motion to convene in closed session under the exemption contained in Wis. Stat. s. 19.85(1)(g), for the purpose of discussion related to a possible investment of public funds to purchase Town of Wilson parcel numbers 59030454780, 59030454810, 59030454815, and 59030454782.

OPEN SESSION

32. Motion to reconvene in open session for possible action relating to the matters discussed in closed session.

33. Res. No. 86-26-27 by Alderpersons Mitchell and Perrella authorizing the purchase of approximately 55.361 acres of land in the Town of Wilson, identified as Parcel Numbers 59030454780, 59030454810, 59030454815, and 59030454782, from Mark A. Pearce, Catherine A. Pearce, Rachel A. Olig, Matthew G. Pearce, and Mitchell J. Pearce. SUSPEND THE RULES AND ADOPT THE RESOLUTION

TENTATIVE DATE OF NEXT REGULAR MEETING

34. Next scheduled meeting: Tuesday, September 8, 2026 at 6:00 PM

ADJOURN MEETING

35. 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

NINTH REGULAR COMMON COUNCIL MEETING MINUTES

Monday, August 03, 2026

OPENING OF MEETING

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

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

3. Pledge of Allegiance

4. Approval of Minutes
   Eighth Regular Council Meeting held on July 20, 2026

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

5. Resignation
   Julia Hart from the Mead Public Library Board of Trustees effective August 19, 2026

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

6. Public Forum
   Limit of five people having five minutes each with comments limited to items on this agenda. Judi Pool, Elizabeth Ekblad, Michael Brunette, Macenzie Petrie-Rust, and Mary Lynne Donohue spoke.

7. Presentation
   2026 Facilities Assessment

8. Presentation
   2026 Year-to-date Budget Report and 2027 Budget Outlook by Finance Director Kaitlyn Krueger

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

CONSENT

10. Report 17-26-27 by City Clerk submitting a Summons and Complaint in the matter of Wilmington Savings Fund Society vs. Bruyette Enterprises North LLC et. al.

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

11. Report 18-26-27 by City Clerk submitting a Summons and Complaint in the matter of UMB Bank vs. Bruyette Enterprises North, LLC et al.

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

12. Res. No. 63-26-27 by Alderpersons Mitchell and Perrella authorizing the appropriate City officials to execute the Health Clinic Intergovernmental Agreement.

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

13. Res. No. 67-26-27 by Alderpersons Dekker and Kelly authorizing the appropriate City officials to enter into an Addendum dated July 15, 2026, to the contract with Foth Infrastructure and Environment, LLC for design services related to the South Side Interceptor System (SIS) Rehab/Access Road/Shoreline Protection Program.

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

14. Res. No. 66-26-27 by Alderpersons Dekker and Kelly authorizing the appropriate City officials to accept easements for the City of Sheboygan to construct, install, maintain, operate, repair, inspect, or remove a sanitary sewer.

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

15. Res. No. 65-26-27 by Alderpersons Dekker and Kelly authorizing the appropriate City officials to accept easements and to sign a memorandum of understanding for the City to construct, install, maintain, operate, repair, inspect, or remove a sanitary sewer.

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

16. Res. No. 62-26-27 by Alderpersons Dekker and Kelly authorizing the City Engineer to enter into an Agreement with the Wisconsin Division of Emergency Management (WEM) to accept Hazard Mitigation Grant Program (HMGP) funds to protect wastewater infrastructure of the City of Sheboygan, specifically the sewer interceptor.

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

17. Res. No. 70-26-27 by Alderpersons Dekker and Kelly authorizing the appropriate City officials to enter into a contract with APG Neuros to purchase an aeration blower.

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

18. Res. No. 69-26-27 by Alderpersons Dekker and Kelly confirming the selection of a Trojan UV Signa system to meet the Sheboygan Regional Wastewater Treatment Plant's (WWTP) disinfection needs.

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

19. Res. No. 68-26-27 by Alderpersons Dekker and Kelly authorizing the appropriate City officials to enter a procurement contract with Pargreen Process Technologies for a final effluent (FE) strainer.

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

20. Res. No. 61-26-27 by Alderpersons Boorse and Heidemann approving alcohol beverage/tobacco licenses.

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

RESOLUTIONS

21. Res. No. 64-26-27 by Alderpersons Mitchell and Perrella supporting transparency for taxpayers regarding State-mandated private school voucher funding.

MOTION TO ADOPT THE SUBSTITUTE RESOLUTION (AMENDED TO REMOVE THE SENTENCE “AND SHEBOYGAN COUNTY, WHO ISSUES LOCAL PROPERTY TAX BILLS” FROM THE FIRST “BE IT RESOLVED CLAUSE”
Motion made by Perrella, Seconded by Dekker.
Voting Yea: Boorse, Bremser, Close, Dekker, Grawien, Kelly, Perrella – 7.
Voting Nay: Heidemann, Menzer, Mitchell – 3.

GENERAL ORDINANCES

22. Gen. Ord. No. 10-26-27 by Alderpersons Mitchell and Perrella amending section 48-2 of the Sheboygan Municipal Code so as to update the filing fee amount.

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

23. Gen. Ord. No. 9-26-27 by Alderpersons Boorse and Heidemann amending sections 14-283 and 14-310 to increase the time application review may be conducted by the police department for mobile food vendors and transient merchants.

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

24. Gen. Ord. No. 8-26-27 by Alderpersons Heidemann and Close annexing territory to the City of Sheboygan, Wisconsin (Land along County Hwy A and Weeden Creek Rd, Sheboygan, WI).

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

OTHER MATTERS AUTHORIZED BY LAW – None.

TENTATIVE DATE OF NEXT REGULAR MEETING

25. Next scheduled meeting: August 17, 2026 at 6:00 PM

ADJOURN MEETING

26. Motion to Adjourn

    MOTION TO ADJOURN AT 7:05 PM
    Motion made by Boorse, Seconded by Close.
    Voting Yea: Boorse, Bremser, Close, Dekker, Grawien, Heidemann, Kelly, Menzer, Mitchell, Perrella – 10.

August 17, 2026

Resignation

Tomomi Kanemaru from the Mayor's International Committee effective August 23, 2026

August 17, 2026

Resignation

Bob Rank from the Housing Authority Board effective immediately

August 6th 2026

TO THE MEMBERS OF THE COMMON COUNCIL:

I hereby submit the following appointments for your confirmation:

- Tracy Brunette to be considered for appointment to the Board of Housing Authority
- Brianna Born to be considered for appointment to the Mayor's International Committee
- Jess Thaichroen to be considered for appointment as the Mayor's International Committee
-

Ryan Sorenson
Mayor
City of Sheboygan

Office of the Mayor

CITY HALL
828 CENTER AVE.
SHEBOYGAN, WI 53081

920-459-3317
www.sheboyganwi.gov

SHEBOYGAN PUBLIC SAFETY DEPARTMENTS:

DESIGN DEVELOPMENT PROGRESS UPDATE

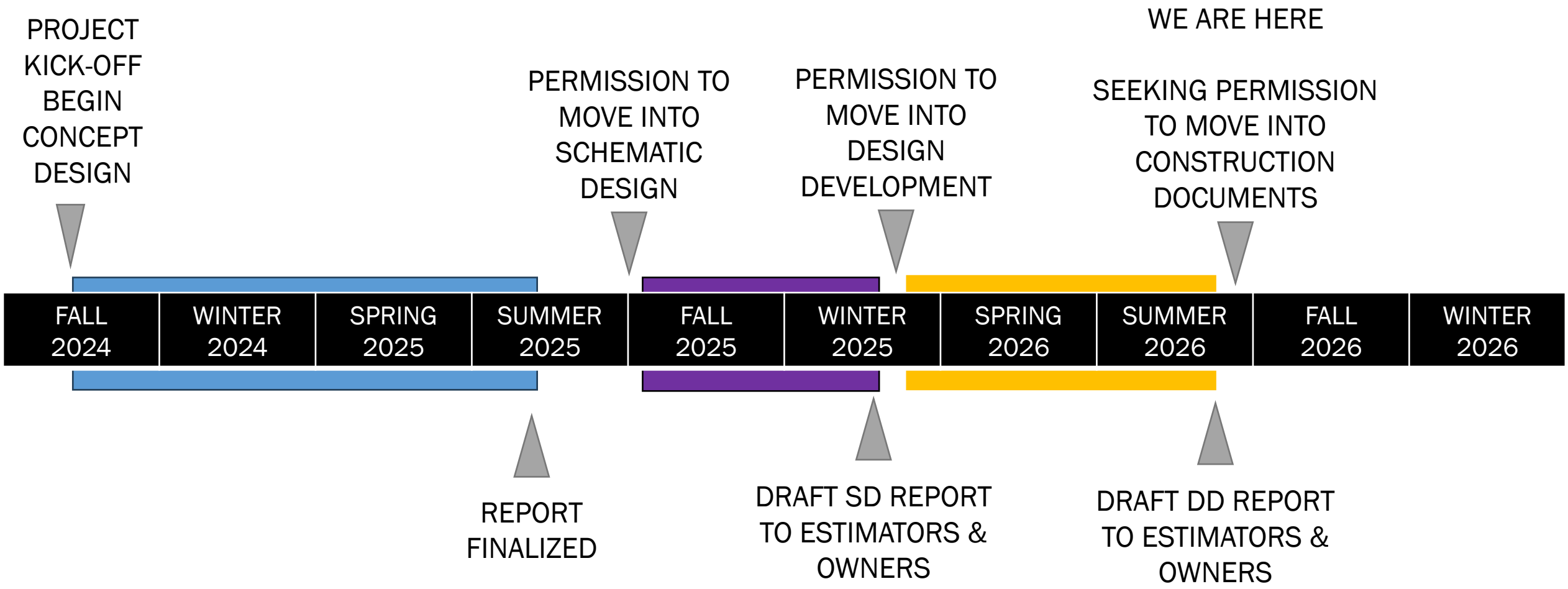
August 10, 2026

wendel
Home of the Award Winning
Five Bugles Design + Mitchell Associates Architects

PRESENTATION OUTLINE

- Project to-date
- Design Development
  - Fire Station 3
  - Training:
    - Live Fire Burn Building
    - “Dirty Classroom” and Firing Range
  - Police Expansion
  - Fire Station 2
- What’s Next?

PROJECT TO-DATE



PROJECT TO-DATE

WHAT WAS COVERED: DETAIL ITEMS

- Architecture:
  - Finalized floor plans
  - Interior & exterior elevations
  - Interior & exterior materials

- Systems Engineering:
  - Mechanical, Electrical, & Plumbing System details & fixtures

- Civil / Site
  - Continued to work through site grading & zoning

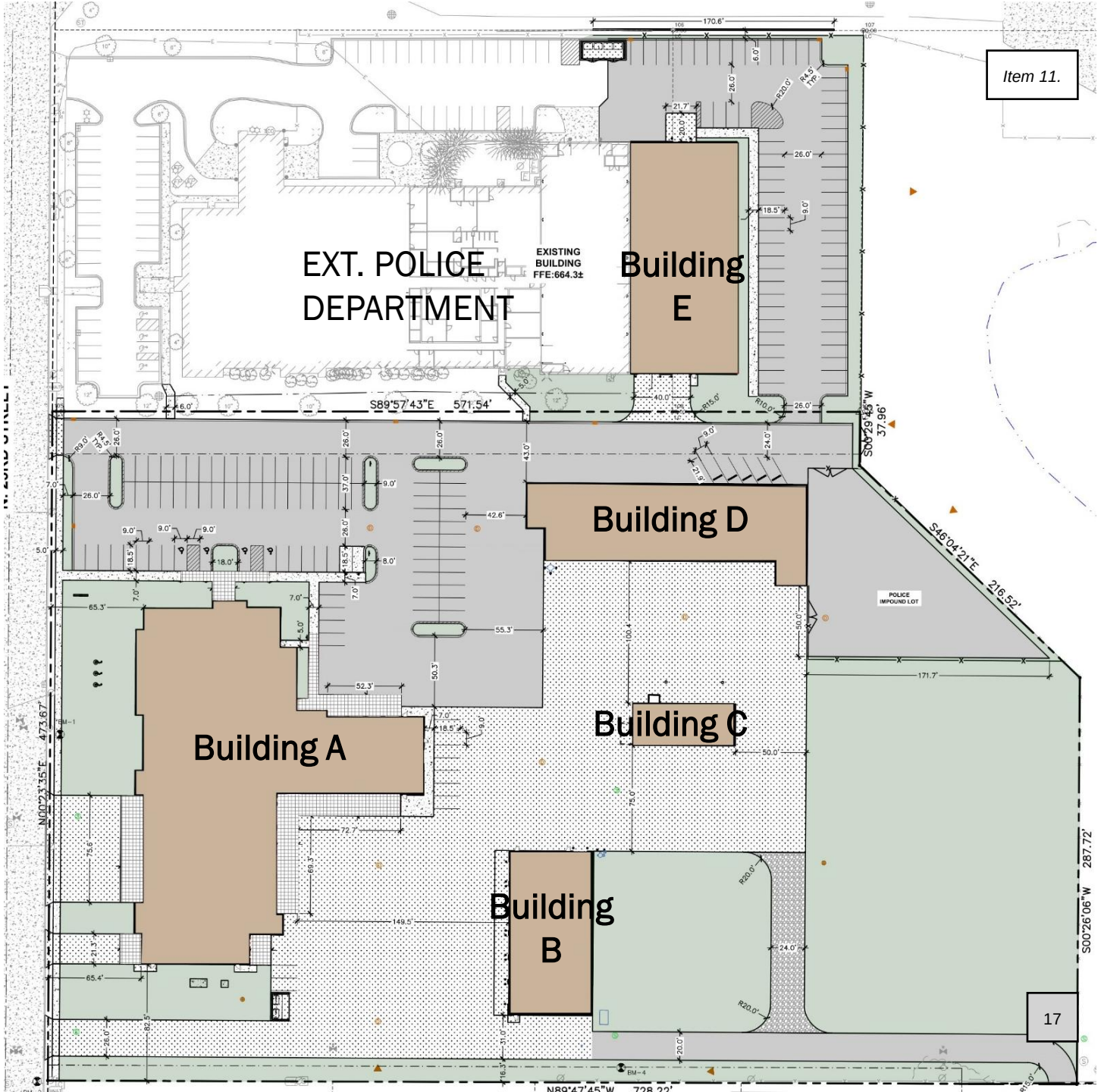
- Specialty Design:
  - Training Tower site development
  - Firing Range

DESIGN DEVELOPMENT

DESIGN DEVELOPMENT:

PUBLIC SAFETY COMPLEX

- **Building A:** Station 3
- **Building B:** Apparatus Support Bays
- **Building C:** Fire Training Building
- **Building D:** Dirty Classroom & Firing Range
- **Building E:** PD Expansion

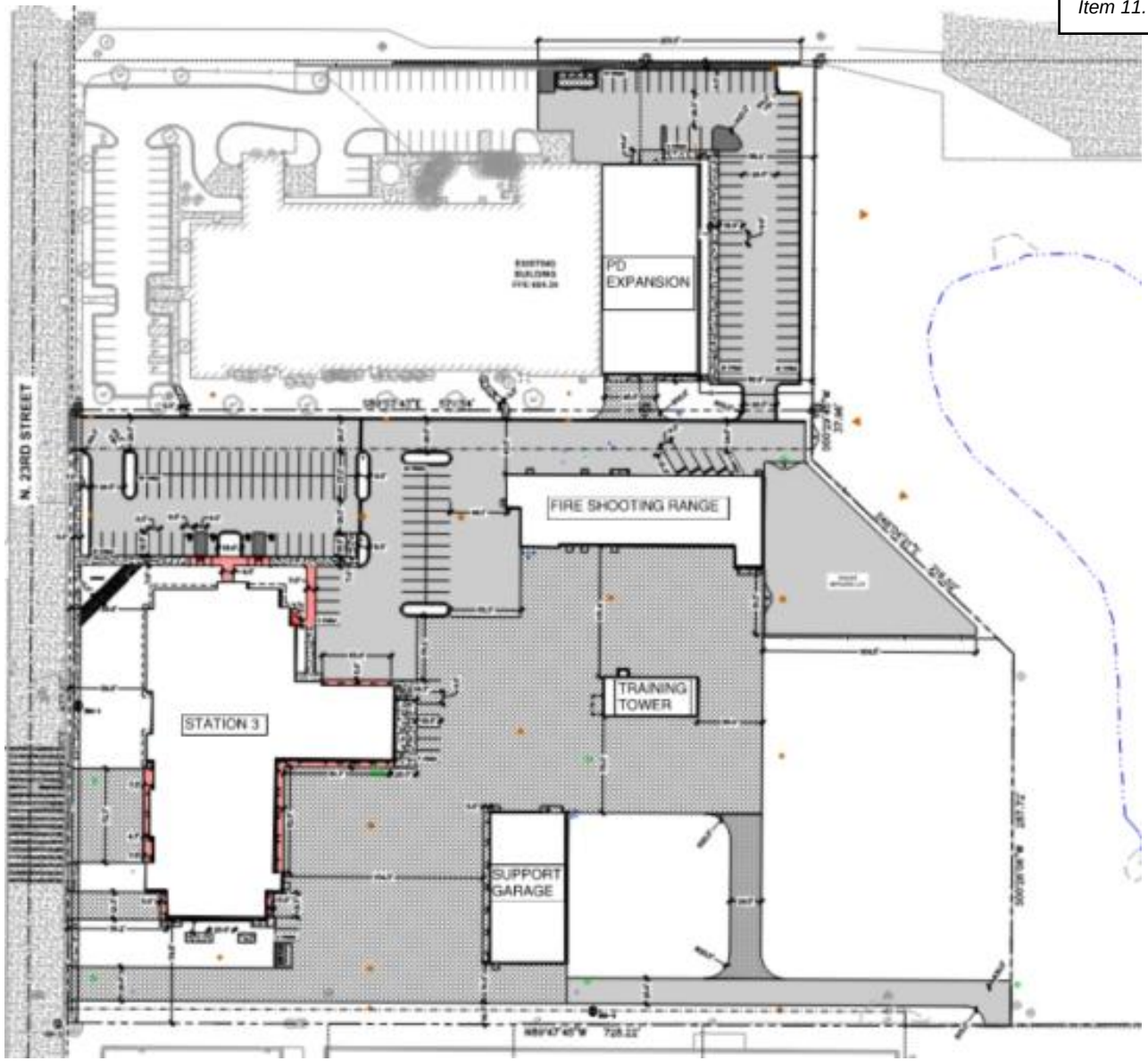


DESIGN DEVELOPMENT:

PUBLIC SAFETY COMPLEX

SITE

- 1211 N. 23rd Street - Sheboygan
  - Apparatus bays placed for quick response times
  - Additional training facilities located at the back of the station
    - Easily accessible
    - Away from response bays
  - Designated parking for administration, staff and visitors
  - Space for community members to vote



DESIGN DEVELOPMENT:
PUBLIC SAFETY COMPLEX

STATION 3: OVERVIEW

- Two-stories
  - Mezzanine
- 38,865 SF Total

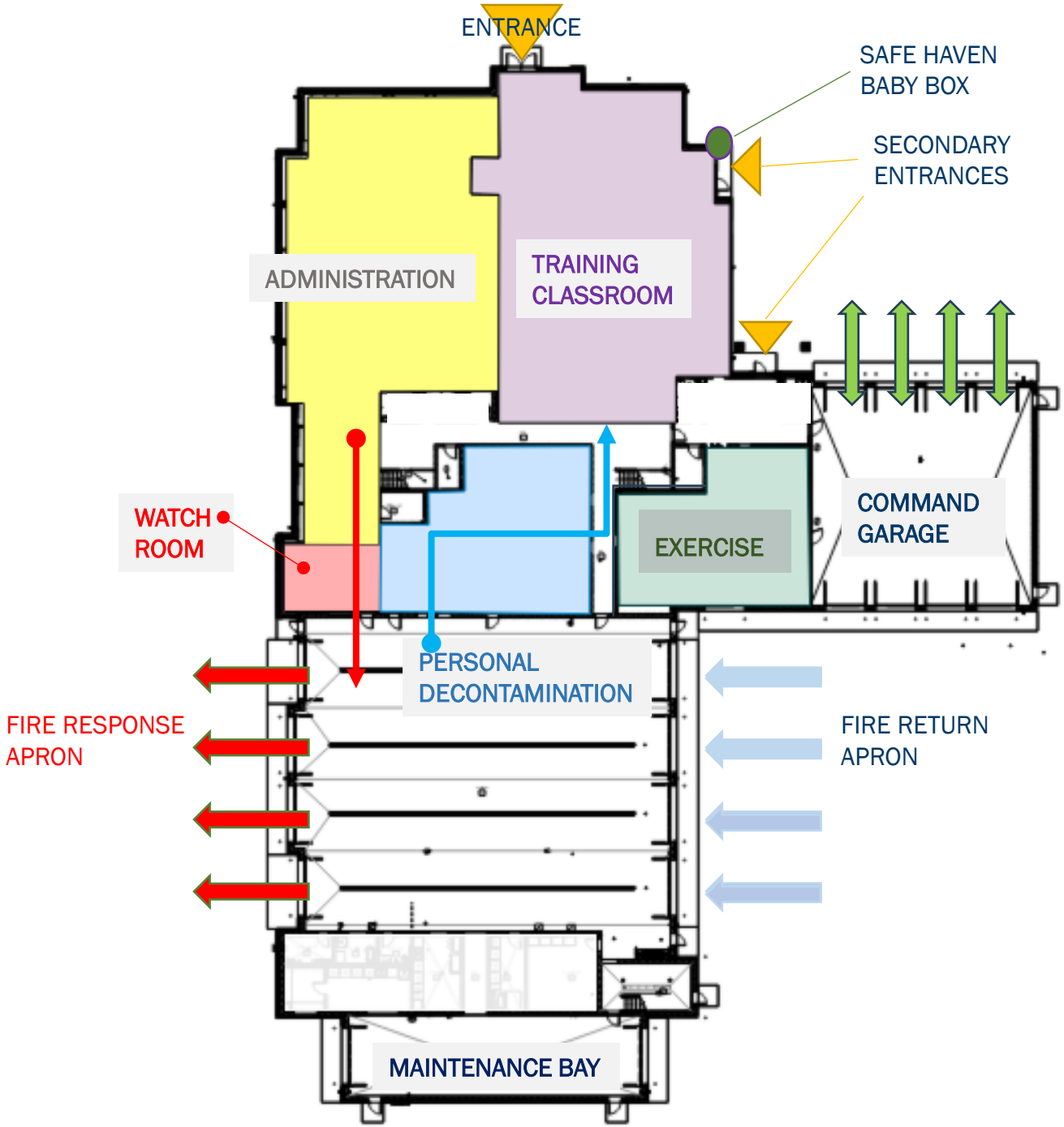
**Exterior elevations are at a preliminary level of design. Materials and features are subject to change throughout the remainder of the design process.*

DESIGN DEVELOPMENT:

PUBLIC SAFETY COMPLEX

STATION 3: FIRST FLOOR

- Three separate garage spaces :
  - Fire apparatus bay
  - Command garage
  - One maintenance bay
- Administration
  - Three conference rooms
    - EOC
  - Voting
- Personal decontamination
- Training
- Baby Safe Haven box
- Exercise room
  - Shared spaces with PD

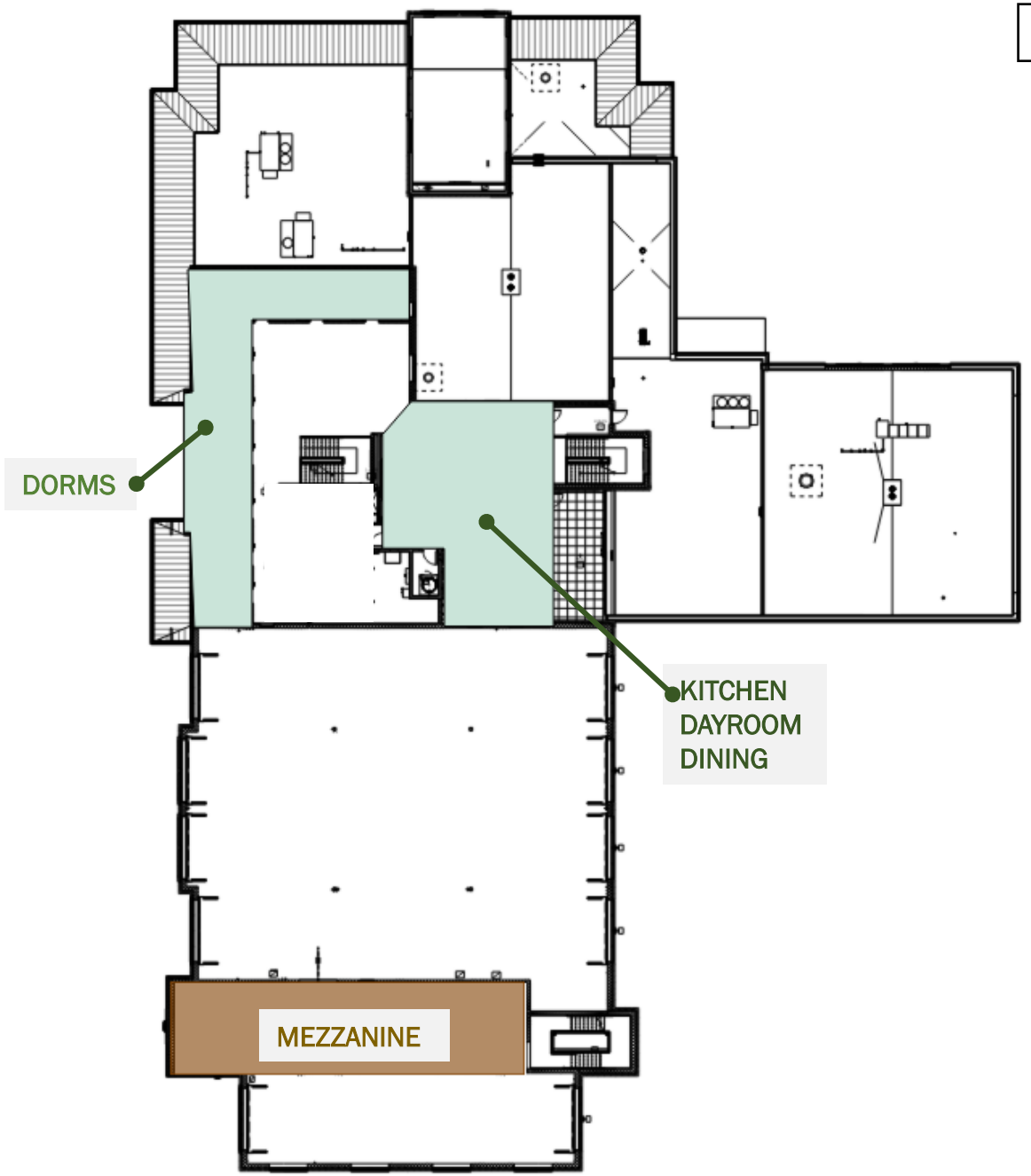


DESIGN DEVELOPMENT:

PUBLIC SAFETY COMPLEX

STATION 3: SECOND FLOOR

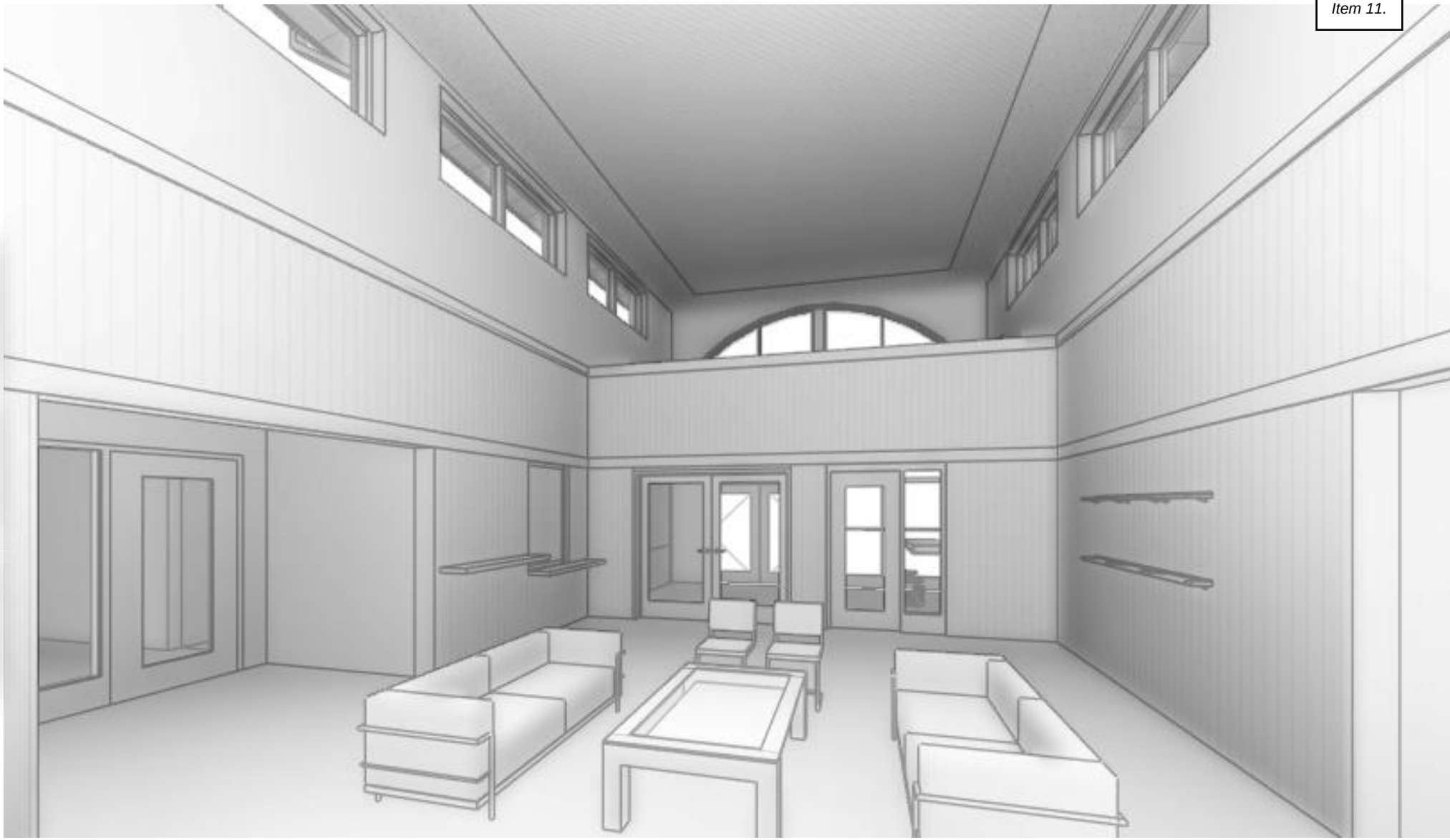
- Living quarters:
  - Kitchen
  - Dayroom
  - Dining
  - Dorms
- Mechanical
- Mezzanine:
  - Mechanical
  - Hose Tower



DESIGN DEVELOPMENT:

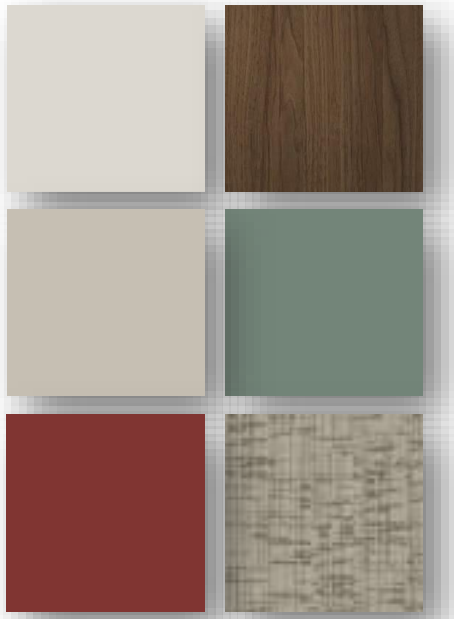
INTERIOR FINISHES

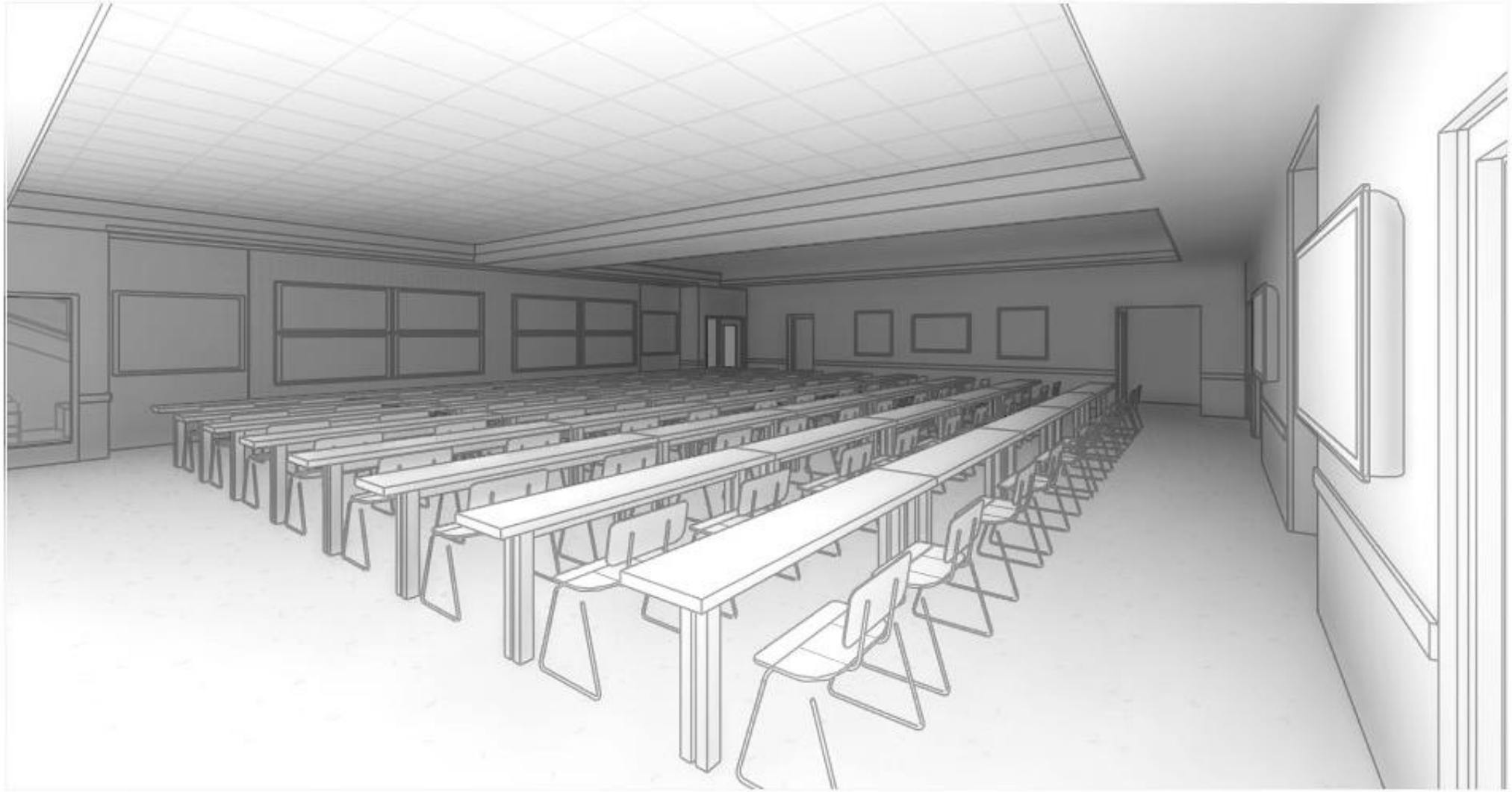
LOBBY



**Interior 3D views are at a preliminary level of design. Materials and features are subject to change throughout the remainder of the design process.*

TRAINING ROOM





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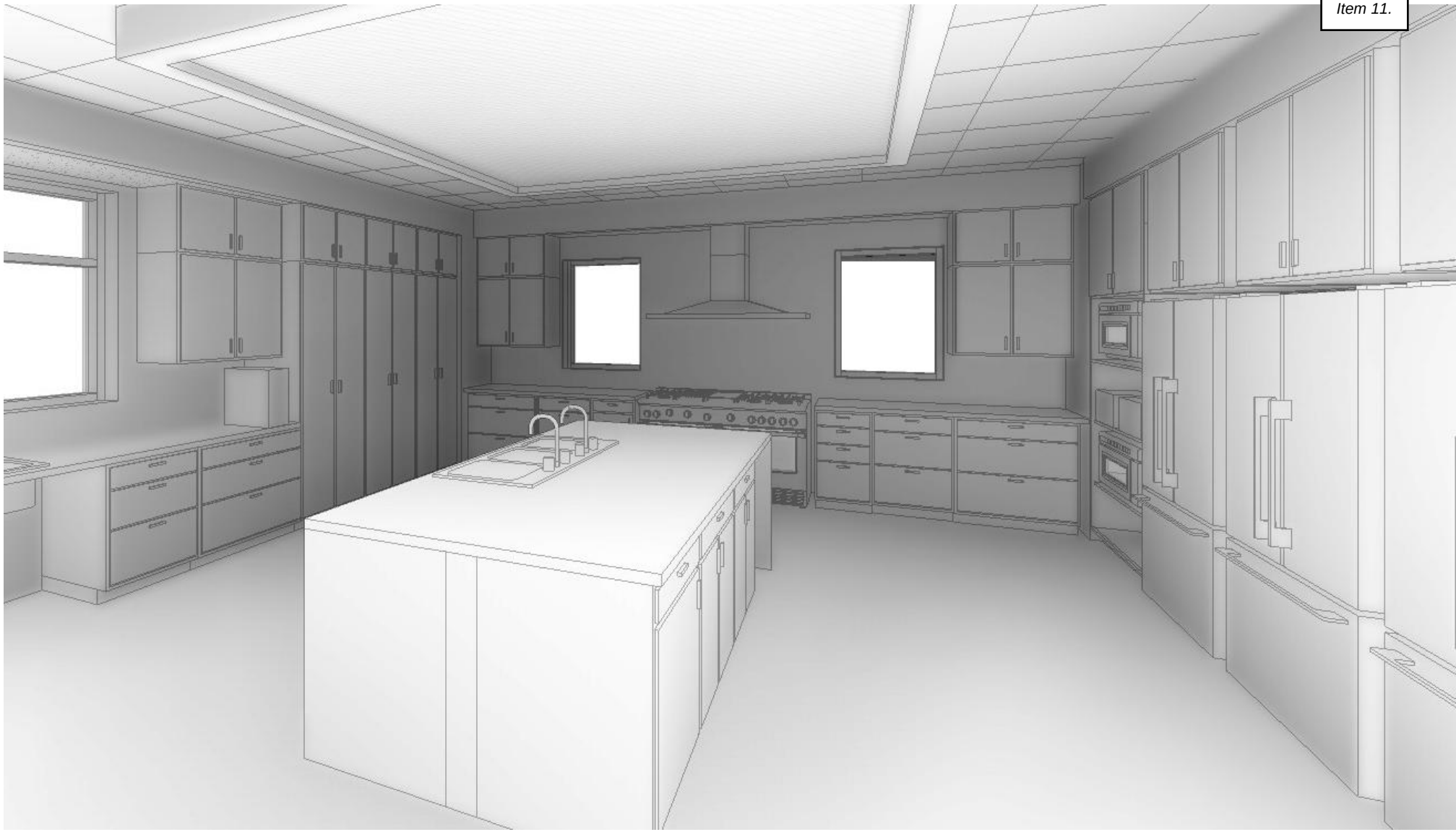
ADMIN. BREAK ROOM

**Interior 3D views are at a preliminary level of design. Materials and features are subject to change throughout the remainder of the design process.*

KITCHEN



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KITCHEN, DINING, DAY ROOM

**Interior 3D views are at a preliminary level of design. Materials and features are subject to change throughout the remainder of the design process.*

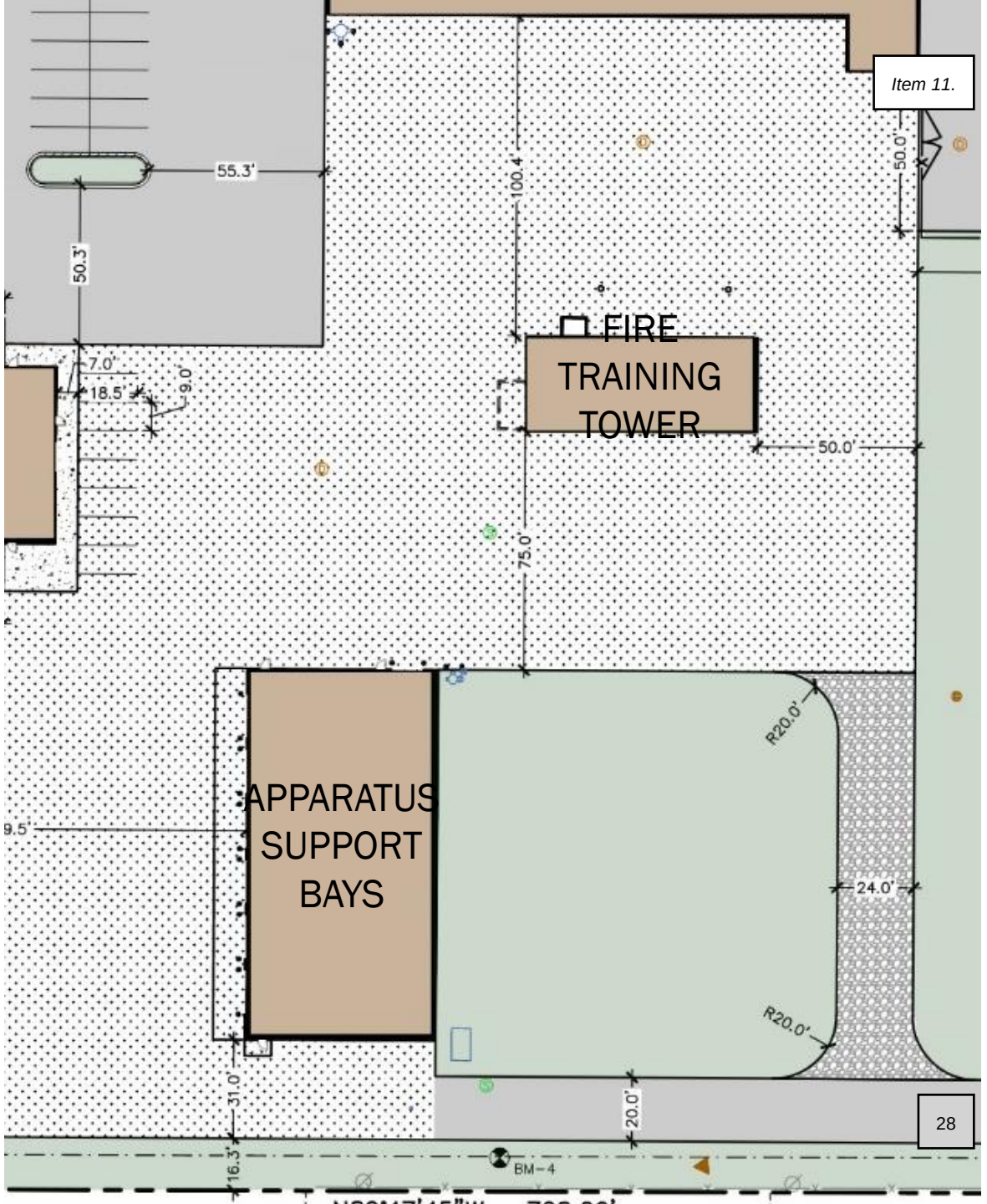
DESIGN DEVELOPMENT:

PUBLIC SAFETY COMPLEX

APPARATUS SUPPORT BAYS:

- 6,625 SF
- Single-story
- 6-bays

**Exterior elevations are at a preliminary level of design. Materials and features are subject to change throughout the remainder of the design process.*

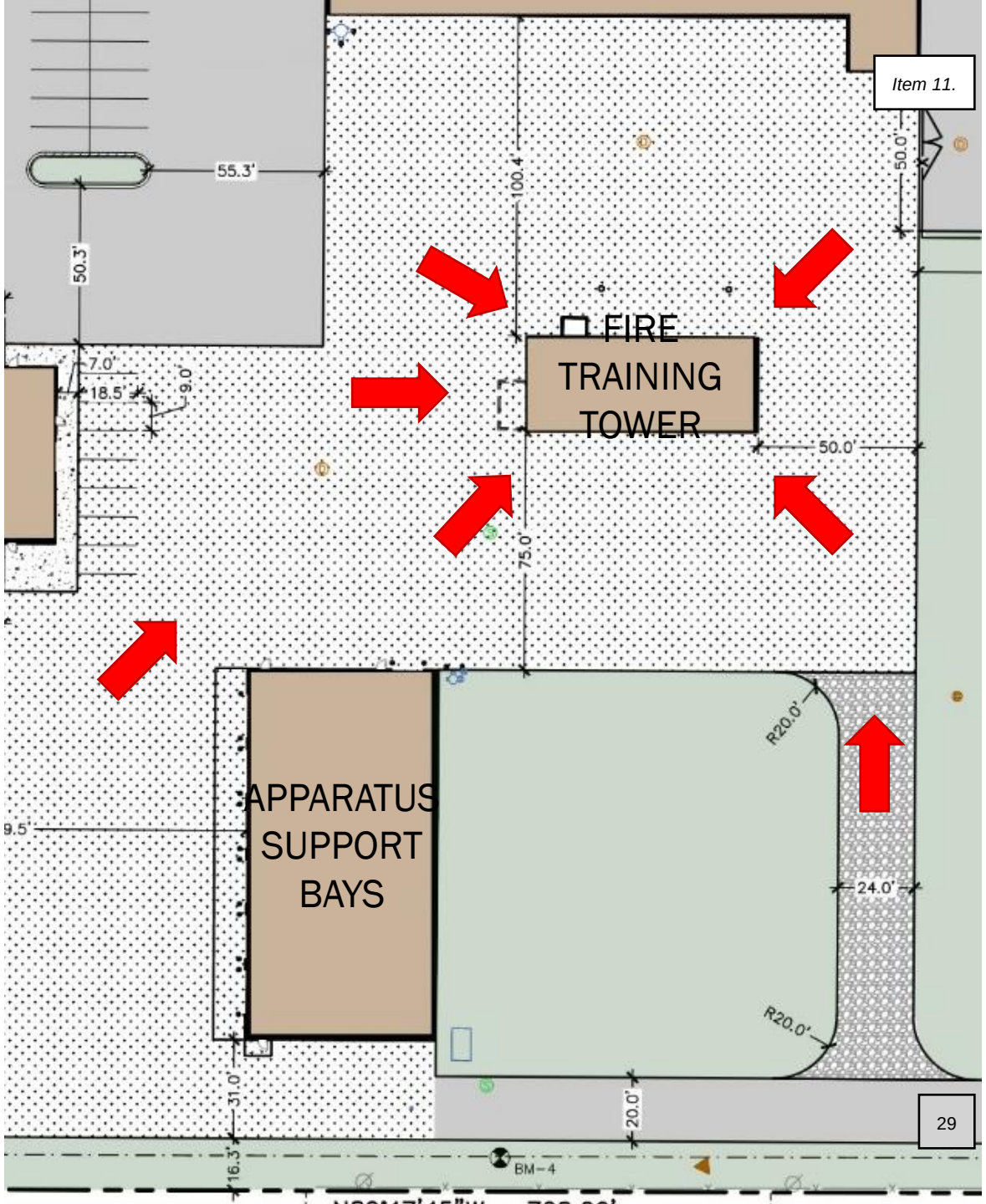


DESIGN DEVELOPMENT:

PUBLIC SAFETY COMPLEX

FIRE TRAINING TOWER

- Will use Station 3 Parking
- To be used by FD, PD, and DPW
- Space for additional training props in the future



DESIGN DEVELOPMENT:
PUBLIC SAFETY COMPLEX

FIRE TRAINING TOWER

- 5-Stories
- Live-fire training
- Can be used by:
  - Fire
  - Public Works
    - Trench Rescue Training

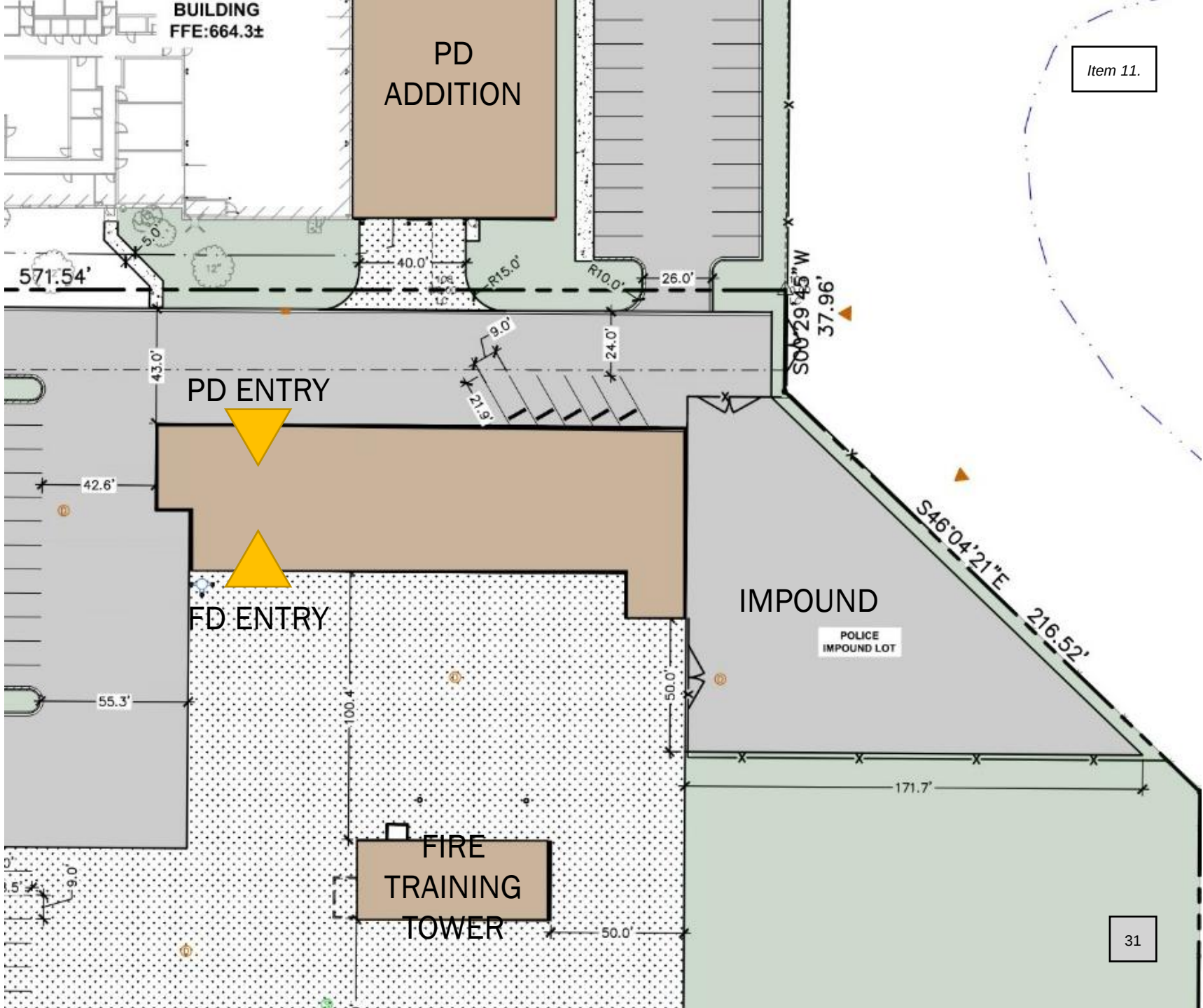
**Exterior elevations are at a preliminary level of design. Materials and features are subject to change throughout the remainder of the design process.*

DESIGN DEVELOPMENT:

PUBLIC SAFETY COMPLEX

FIRING RANGE:

- Will use Station 3 Parking
- To be used by FD, PD, and DPW

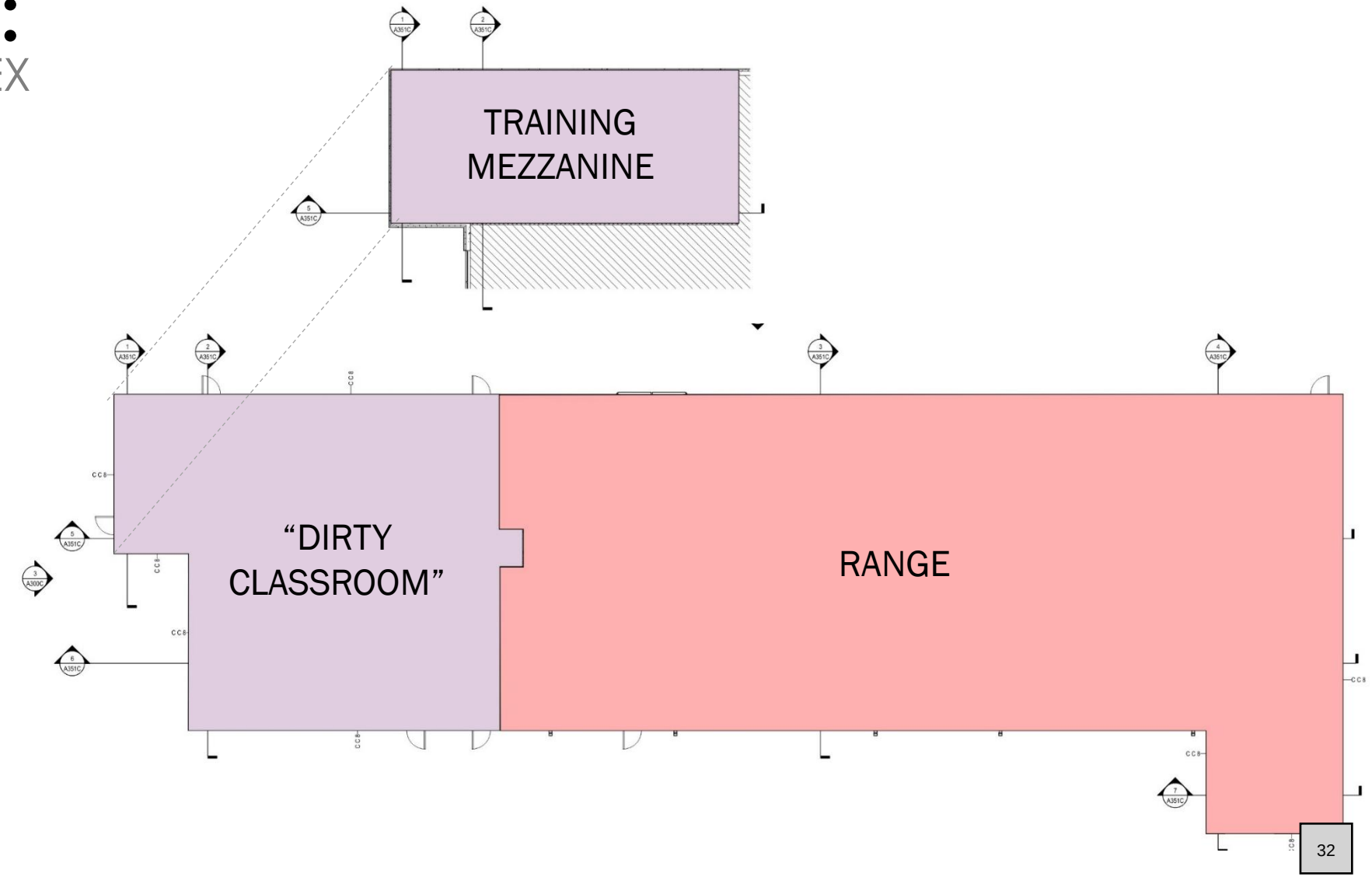


DESIGN DEVELOPMENT:

PUBLIC SAFETY COMPLEX

FIRING RANGE:

- Single-story
  - Training mezzanine
- “Dirty Classroom”
  - Used by:
    - PD
    - FD
    - Public Works
- Decon for FD
- Live-Fire Range

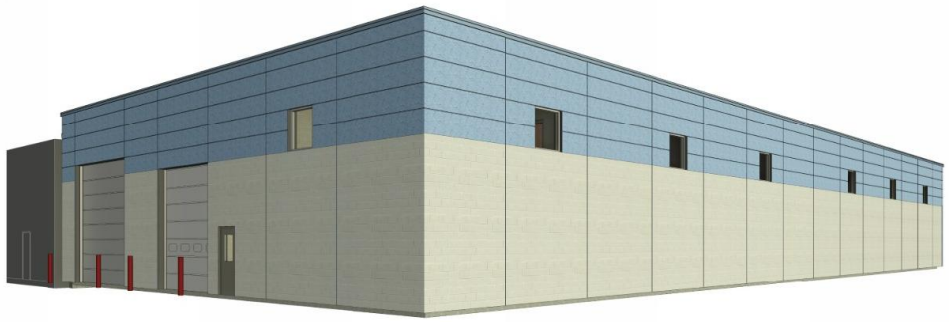


DESIGN DEVELOPMENT:

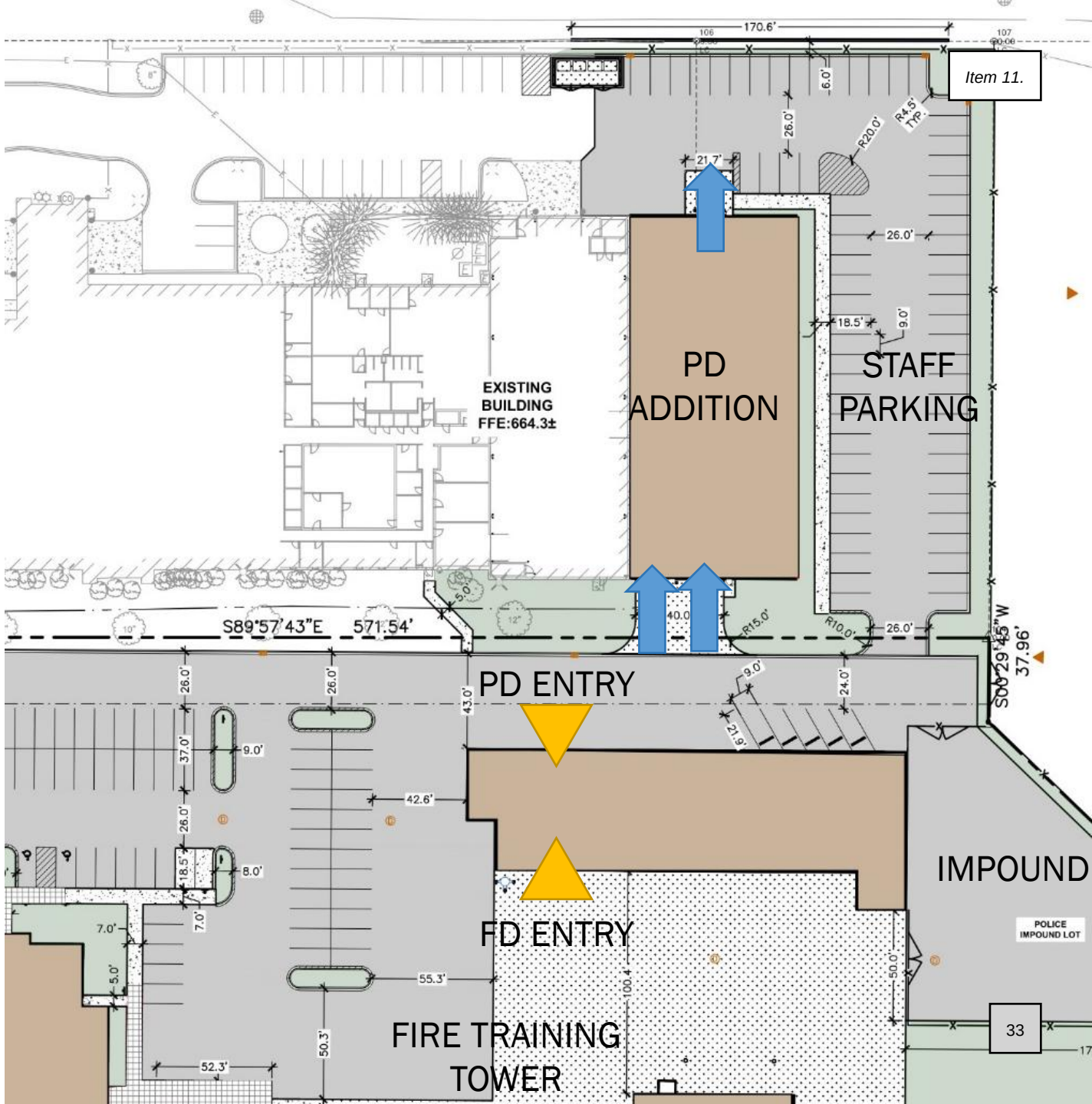
PUBLIC SAFETY COMPLEX

PD EXPANSION:

- Addition to existing facility
- Single-story
  - With mezzanine
- 14,015 SF



**Exterior elevations are at a preliminary level of design. Materials and features are subject to change throughout the remainder of the design process.*

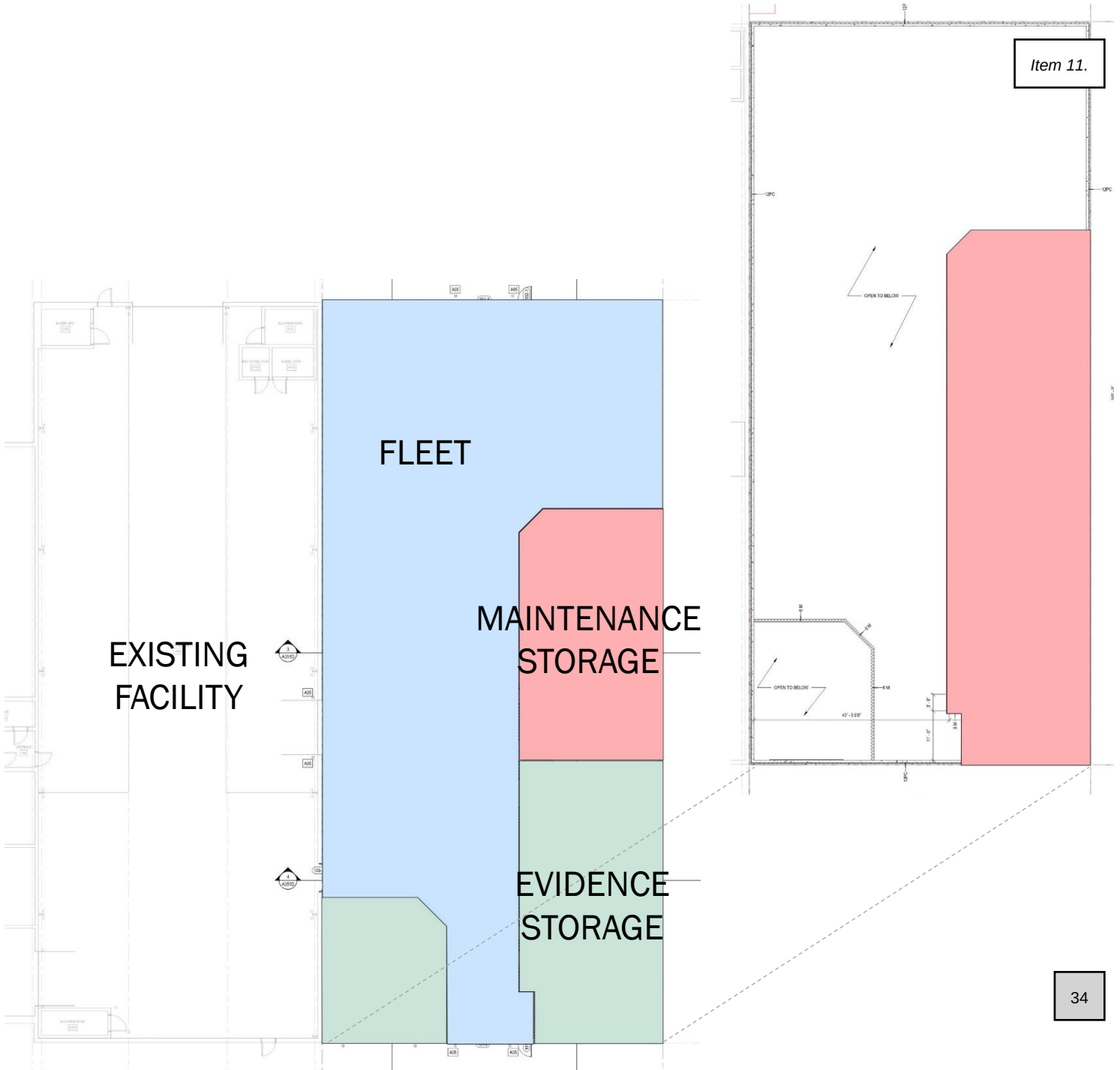


DESIGN DEVELOPMENT:

PUBLIC SAFETY COMPLEX

PD EXPANSION:

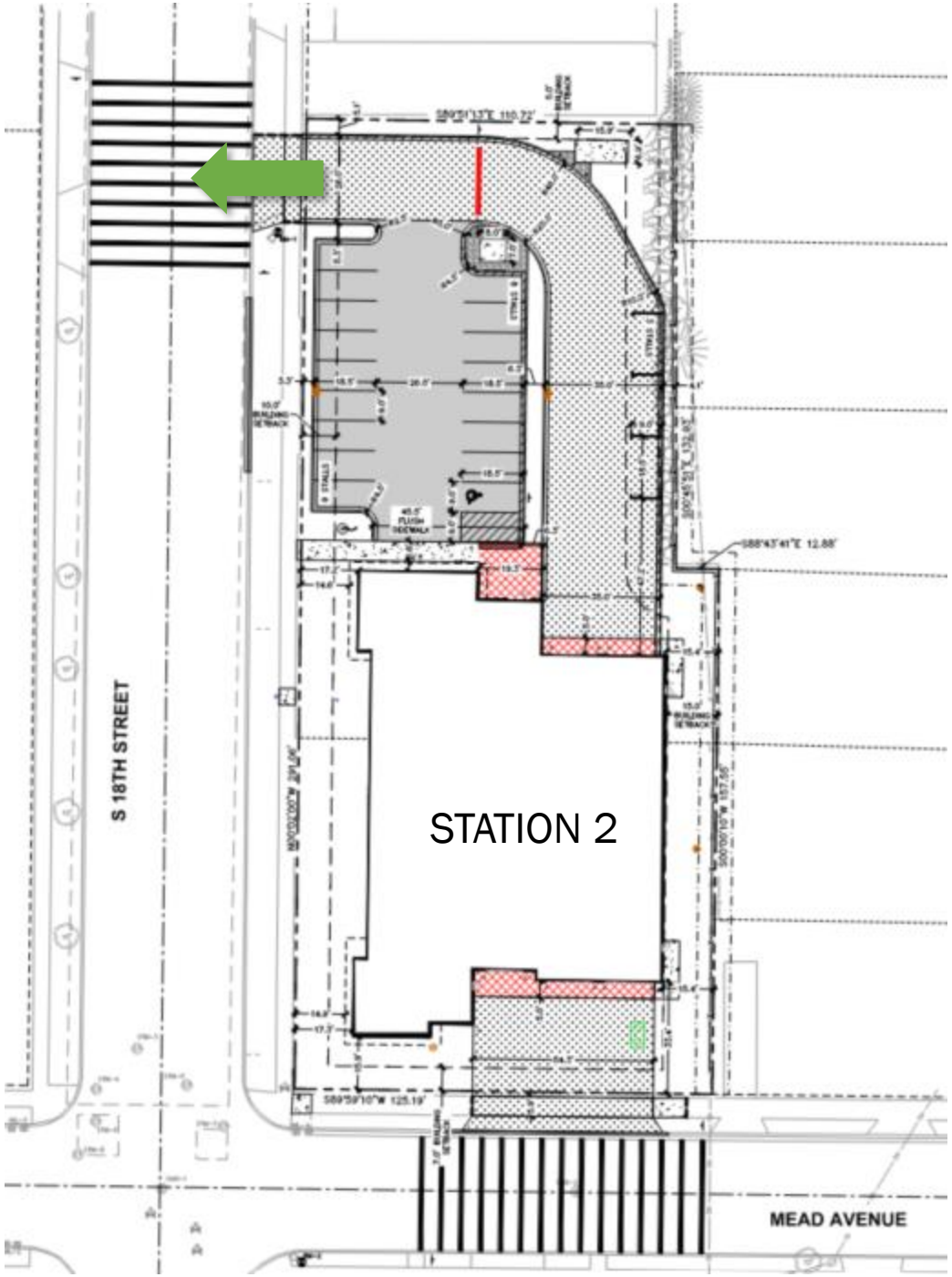
- Fleet Storage
- Evidence Storage
- Maintenance Storage



DESIGN DEVELOPMENT:
STATION 2

SITE

- 2413 S. 18th Street - Sheboygan
  - Apparatus bays responding on to 18th Street
  - Space for community members to vote
  - Designated parking for administration, staff and visitors



DESIGN DEVELOPMENT:

STATION 2

- Two-stories
- 15,515 SF

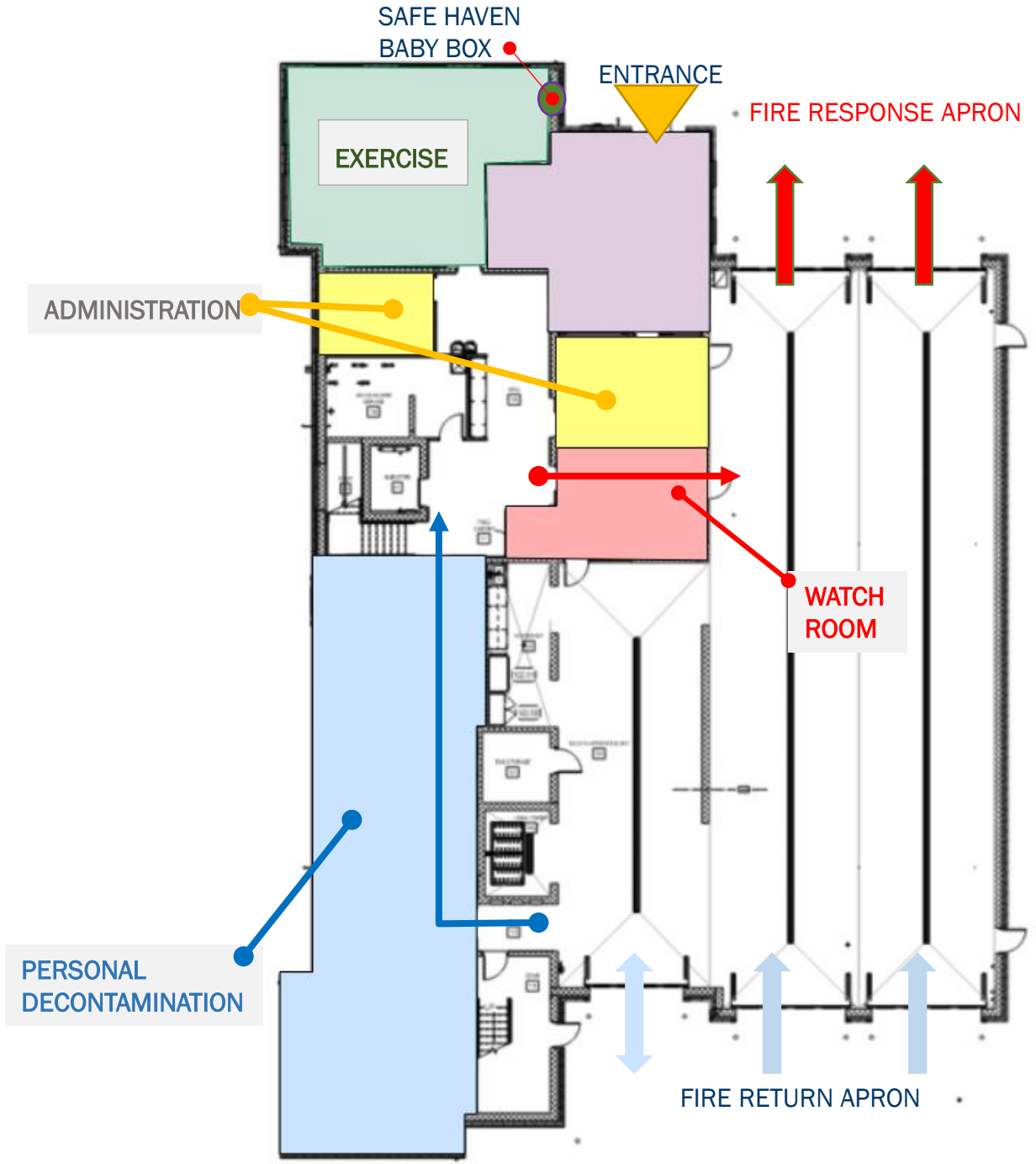
**Exterior elevations are at a preliminary level of design. Materials and features are subject to change throughout the remainder of the design process.*

DESIGN DEVELOPMENT:

STATION 2

FIRST FLOOR

- Apparatus bay:
  - Two drive-through
  - One back-in
- Administration
  - Voting
- Personal decontamination
- Exercise room
- Baby safe haven box
- Hose tower

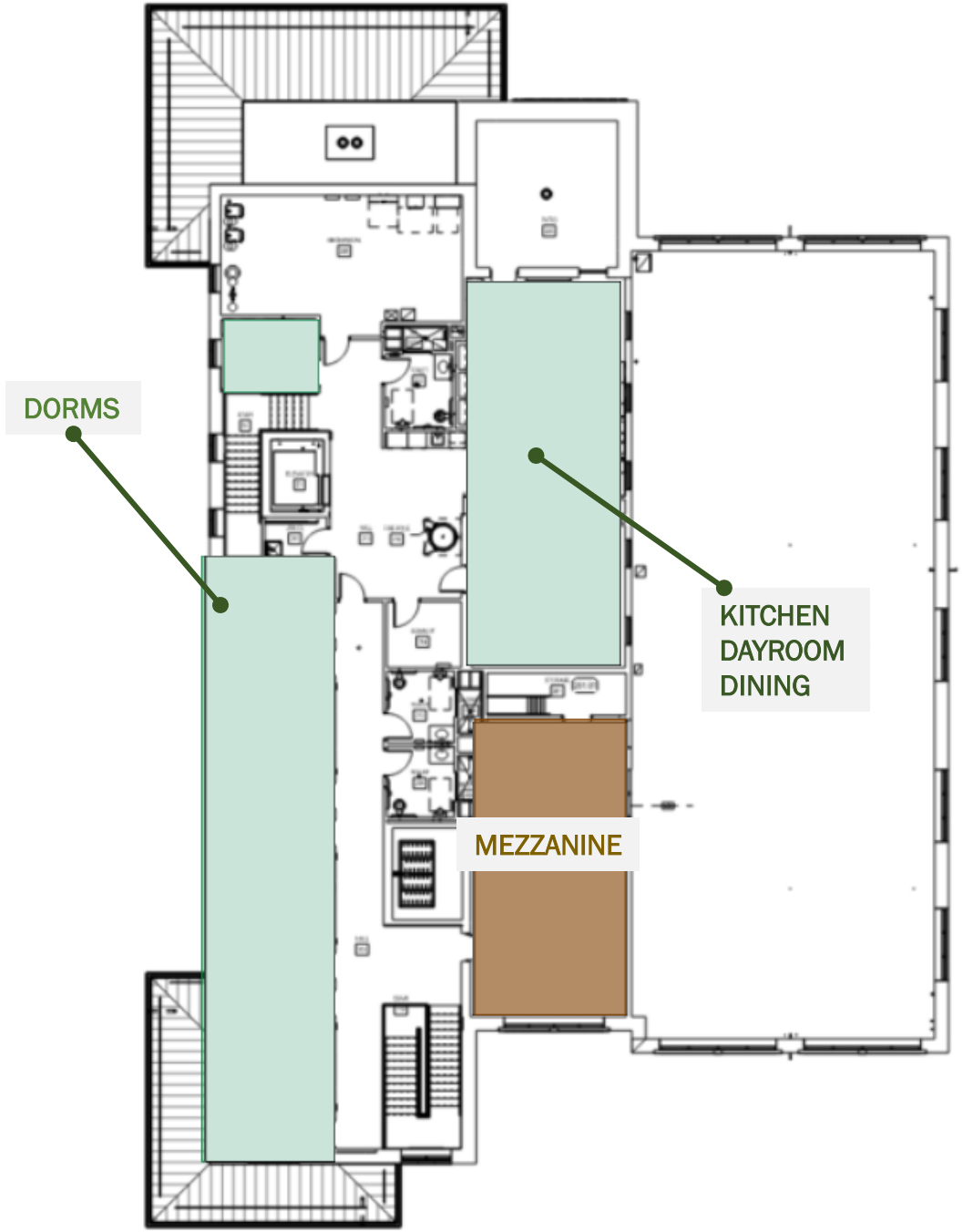


DESIGN DEVELOPMENT:

STATION 2

SECOND FLOOR

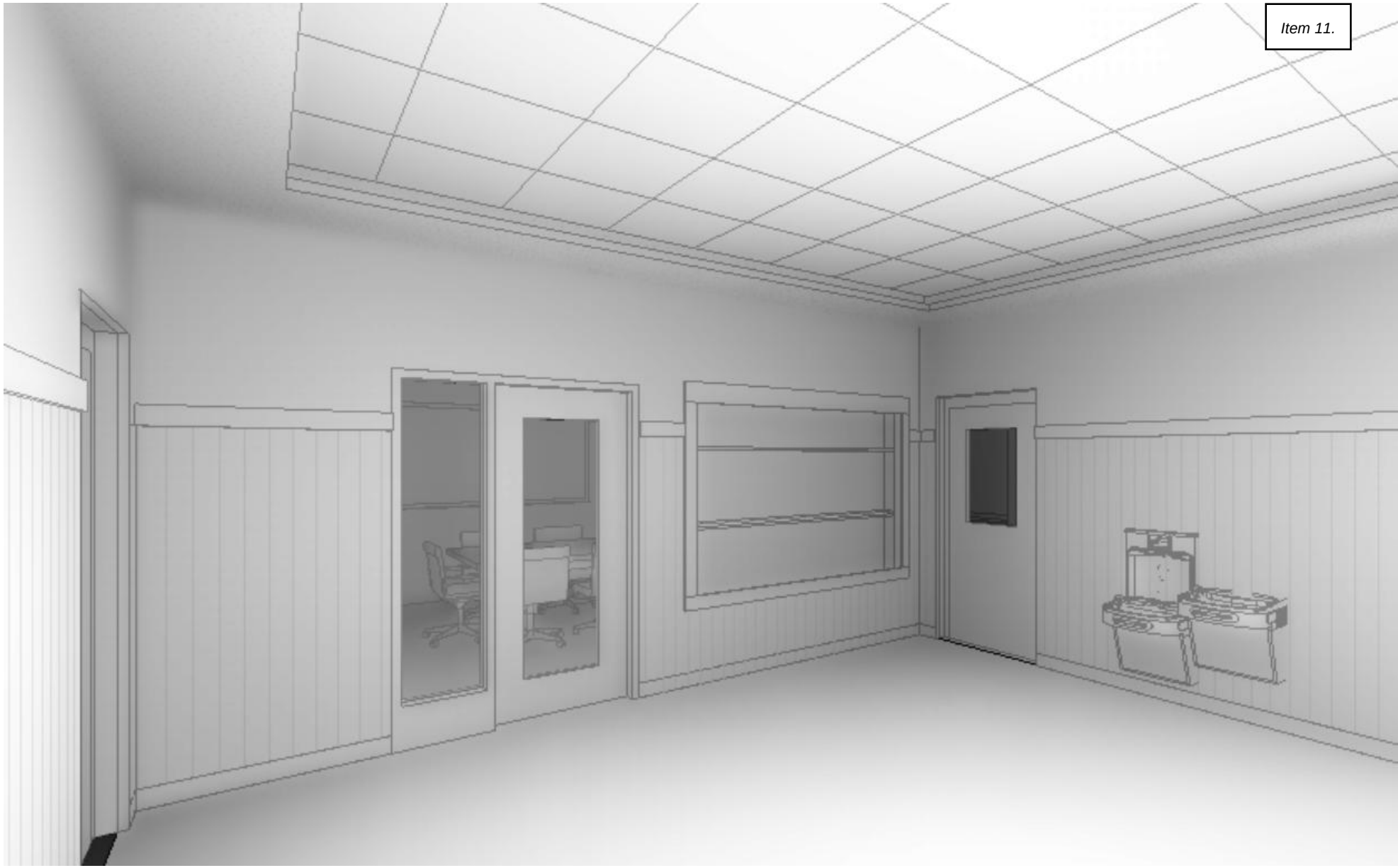
- Living quarters:
  - Kitchen
  - Dayroom
  - Dining
  - Dorms
- Mechanical
- Mother's room
- Mezzanine



DESIGN DEVELOPMENT:

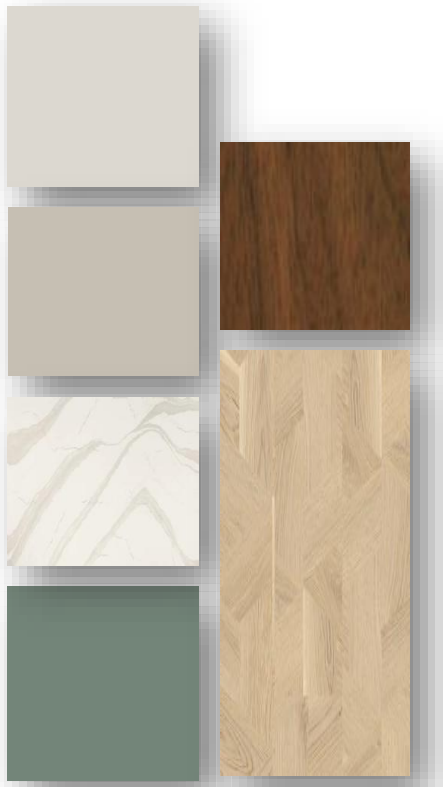
INTERIOR FINISHES

LOBBY



**Interior 3D views are at a preliminary level of design. Materials and features are subject to change throughout the remainder of the design process.*

KITCHEN

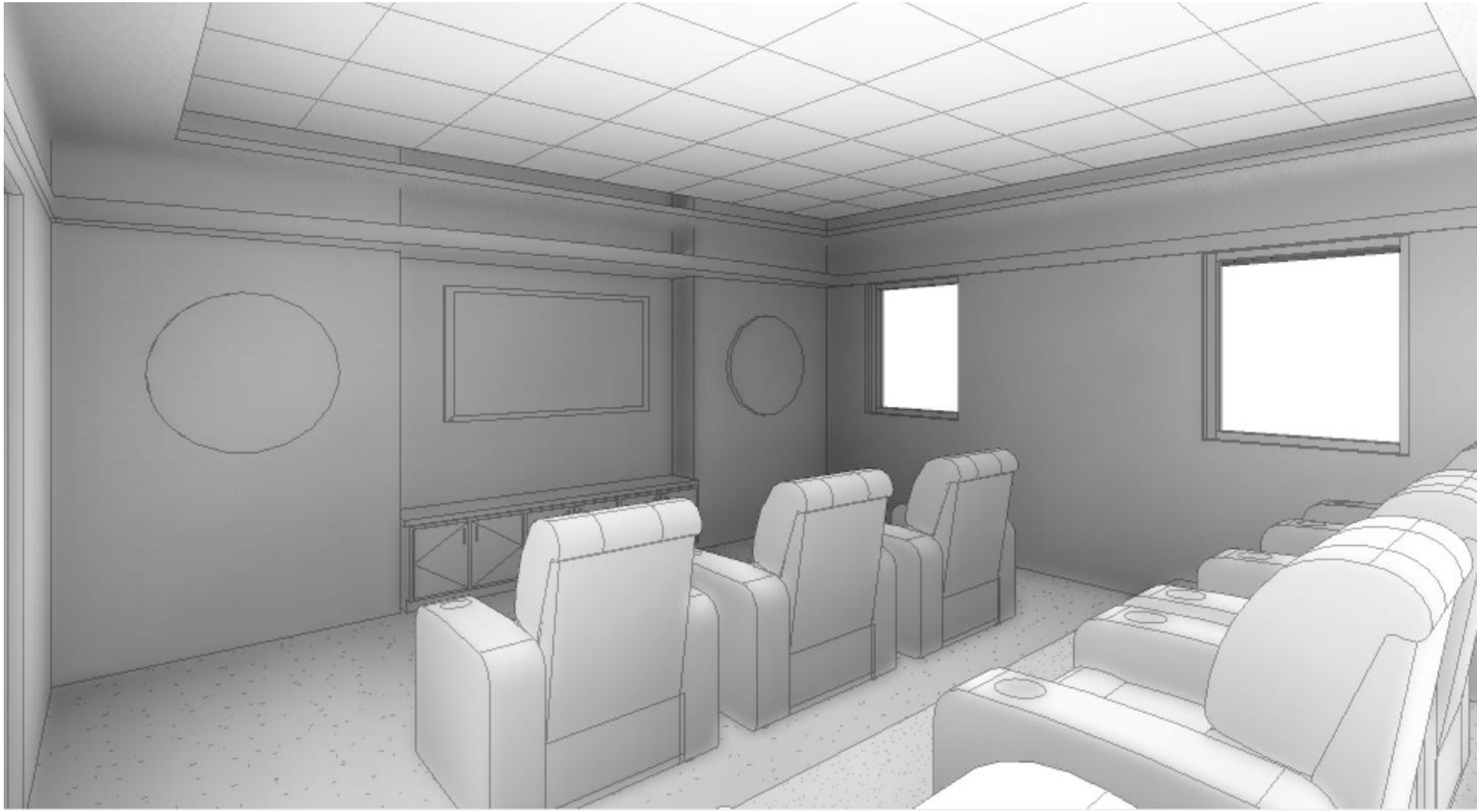


**Interior 3D views are at a preliminary level of design. Materials and features are subject to change throughout the remainder of the design process.*

KITCHEN / DINING

**Interior 3D views are at a preliminary level of design. Materials and features are subject to change throughout the remainder of the design process.*

DAY ROOM



**Interior 3D views are at a preliminary level of design. Materials and features are subject to change throughout the remainder of the design process.*

WHAT'S NEXT?

WHAT'S NEXT?:

Concepts (Estimate)

Schematic Designs (Estimate)

Design Development (Estimate)

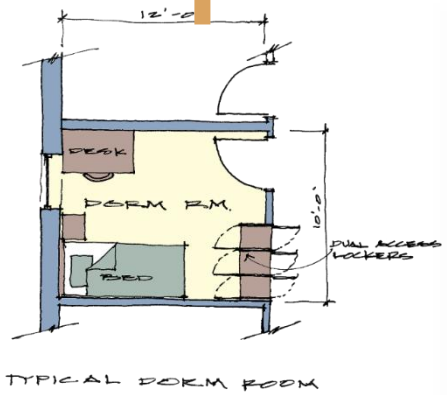
We Are Here:

Construction Documents

Bidding

Construction

Occupancy



WHAT'S NEXT?:

SCHEMATIC DESIGN:

- Big picture items
- Confirming size, massing, general systems

DESIGN DEVELOPMENT:

- Details of design
- Specifics of systems, features, materials

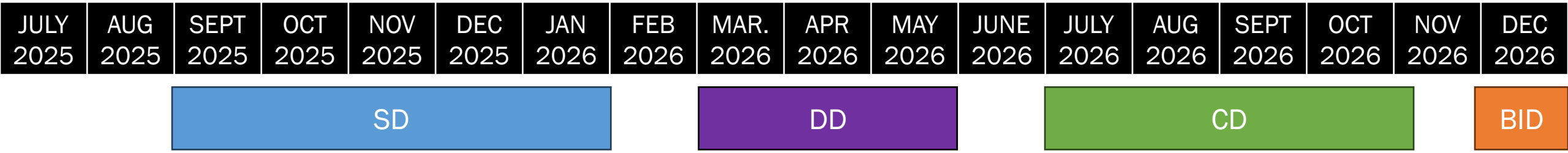
CONSTRUCTION DOCUMENTS:

- Details of construction

WE WILL WORK THROUGH:

- Construction Documents:
  - Door hardware
  - Interior finishes
- Owner purchased equipment:
  - Vehicle exhaust
  - Security
  - Station alerting
- 90% Owner Review

PROPOSED SCHEDULE



WHAT'S NEXT?:

PROPOSED SCHEDULE:

January 13, 2027	Construction Documents to Owner
January 18, 2027	Council Meeting: Permission to Bid
January 19, 2027	Plans Released for Bidding
February 18, 2027	Bid Opening
March 1, 2027	Council Meeting: Permission to Approve the Bids
March 2, 2027	Award Bids, Begin Mobilization
April 2027	Groundbreaking
Summer 2028	Ribbon Cutting

DD LEVEL ESTIMATE

DESIGN DEVELOPMENT ESTIMATE

	INITIAL CONCEPT ESTIMTES (NOV. 2024)	REDUCED CONCEPT ESTIMATE (AUG. 2025)	SCHEMATIC DESIGN (20%) ESTIMATE	DESIGN DEVELOPMENT (60%) ESTIMATE
STATION 3	$24,635,114	$27,638,215	$26,071,044	$25,626,044
FIRE TRAINING FACILITY	$40,000,000	$1,721,763	$3,271,752	$3,371,752
DIRTY CLASSROOM & FIRING RANGE		$10,593,253	$9,373,852	$9,373,852
POLICE EXPANSION	N/A	$8,271,773	$5,124,075	$5,124,075
STATION 2	$8,476,225	$8,525,785	$9,724,820	$9,479,820
STATION SECURITY, ALERTING, & VEHICLE EXHAUST FOR STATIONS	-	-	-	$1,500,000
TOTAL	$73,111,339	$56,750,789	$53,565,542	$54,475,543

QUESTIONS?

wendel
Home of the Award Winning
Five Bugles Design + Mitchell Associates Architects

Thank you.

wendel
Home of the Award Winning
Five Bugles Design + Mitchell Associates Architects

wendel
Home of the Award Winning
Five Bugles Design™
+
MA
Mitchell Associates Architects

CITY OF SHEBOYGAN
RESOLUTION 73-26-27

BY ALDERPERSONS DEKKER AND KELLY.

AUGUST 10, 2026.

A RESOLUTION authorizing the Mayor and City Clerk to enter into a contract with Mashuda Contractors, Inc. for the Gartman Property Phase Bid Package 3 Construction.

WHEREAS, the City of Sheboygan had advertised for bids to construct the Gartman Property Phase 3 Bid Package (the "Project"); and

WHEREAS, the lowest bid of the two (2) received was from Mashuda Contractors, Inc. for $5,893,169.00; and

WHEREAS, the City Engineer has reviewed the bids and determined that the low bid met all of the project specifications.

NOW, THEREFORE, BE IT RESOLVED: That the Mayor and City Clerk are authorized to enter into the attached agreement with Mashuda Contractors, Inc. for the construction of the Project.

BE IT FURTHER RESOLVED: That the Finance Director is authorized and directed to draw funds from TID 23 Fund – Land Improvements (Acct. No. 423660-621200), upon the agreement being fully executed by all parties, to pay for the construction done pursuant to the agreement.

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

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

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

THIS AGREEMENT is by and between City of Sheboygan ("Owner") and Mashuda Contractors, Inc. ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

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

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Gartman Property Bid Package 3, City of Sheboygan

ARTICLE 3 – ENGINEER

3.02 The part of the Project that pertains to the Work has been designed by Foth Infrastructure & Environment, LLC within review by the City of Sheboygan.

3.03 The Engineering Division, Department of Public Works, City of Sheboygan, Sheboygan, WI will assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

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

4.02 *Contract Times: Dates*

A. The Work will be substantially completed on or before October 15, 2028 and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the 14th day following substantial completion.

4.03 *Milestones*

A. Milestone 1.

Milestone 1 must be completed on or before October 15, 2026: temporary crossing installation; full construction of Pond D and Pond G; onsite excavation/fill/compaction and offsite fill/compaction as indicated on sheet C2.00; seasonal stabilization of all disturbed areas; stop work over winter.

4.04 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also

recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner the amount identified in paragraph 19.01 of the Supplementary Conditions for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.

2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner the amount identified in paragraph 19.01 of the Supplementary Conditions for each day that expires after such time until the Work is completed and ready for final payment.

3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

4. Milestones: Contractor shall pay Owner the amount identified in paragraph 19.01 of the Supplementary Conditions for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of each Milestone, until Milestone is achieved.

B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

4.05 *Special Damages*

C. In addition to the amount provided for liquidated damages, Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.

D. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item) as stated in Contractor's Bid, attached hereto as an exhibit.

B. The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

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

6.02 *Progress Payments; Retainage*

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

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract

a. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and

b. 0 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

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

6.03 *Final Payment*

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

6.04 *Interest*

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

ARTICLE 7 – CONTRACT DOCUMENTS

7.01 *Contents*

A. The Contract Documents consist of the following:

1. This Agreement.
2. Bonds:
   a. Performance bond (together with power of attorney).
   b. Payment bond (together with power of attorney).
3. Specifications as listed in the table of contents of the project manual (copy of list attached and incorporated by reference).
4. Drawings as listed in the table of contents of the drawings (copy of list attached and incorporated by reference).
5. Addenda (not attached but incorporated by reference)
   a. Number **1** dated **June 25, 2026.**
   b. Number **2** dated **July 1, 2027.**
6. Exhibits to this Agreement (enumerated as follows):
   a. Contractor's Bid consisting of 1 Page.
7. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
   a. Notice to Proceed,
   b. Work Change Directives,
   c. Change Orders,
   d. Field Order,
   e. Task Orders.

B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 7.

D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

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

8.01 *Contractor's Representations*

A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:

1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.

4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.

5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.

6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.

7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

8.02 *Contractor's Certifications*

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

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

(Continued on next page)

PROJECT MAN...					
CITY OF SHEBOYGAN PUBLIC WORKS	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Agreement		
		Section:	00 52 00		
		Bid Number:	C26-15	Page:	7 of 7
		Foth Project:	24S042.00	Date:	June 2026

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

OWNER: (Signatures authorized pursuant to Res. _____-23-24)			CONTRACTOR:	
City of Sheboygan				
By:	_____ (signature)		By:	_____ (signature)
Name, Title:	Mayor		Name, Title:	_____ (printed)
Date:	_____		Date:	_____
Attest:			*(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)*	
By:	_____ (signature)		Address for giving notices:	
Name, Title:	City Clerk		_____	
Date:	_____		_____	
Address for giving notices:				
City of Sheboygan – Engineering Division				
2026 New Jersey Avenue				
Sheboygan, WI 53081				
Approved by:				
	_____ (signature)			
Name, Title:	Director/Comptroller			
Date:	_____			
Approved as to form and Execution by:				
	_____ (signature)			
Name, Title:	City Attorney			
Date:	_____			

Gartman Property Bid Package 3 (#10233313)
Owner: City of Sheboygan
Solicitor: Foth - Milwaukee
07/14/2026 02:00 PM CDT

Mashuda Contractors

	Line Item	Item Code	Item Description	UofM	Quantity	Unit Price	Extension
							$5,893,169.00
	1	1	Mobilization/Demobilization	LS	1	$115,800.00	$115,800.00
	2	2	Vehicle Tracking Pad	EA	0	$0.00	$0.00
	3	3	Clearing and Grubbing	LS	1	$13,200.00	$13,200.00
	4	4	Topsoil Stripping & Stockpiling	Cu Yd	102000	$2.33	$237,660.00
	5	5	Onsite Excavation/Fill/Compaction	Cu Yd	235000	$3.71	$871,850.00
	6	6	Offsite Fill/Compaction	Cu Yd	230000	$16.40	$3,772,000.00
	7	7	6" Topsoil Respread	Cu Yd	62000	$2.33	$144,460.00
	8	8	Silt Fence	Ln Ft	17100	$1.40	$23,940.00
	9	9	Ditch Checks	Ea	130	$75.00	$9,750.00
	10	10	Rock Check Dam	Ea	30	$80.00	$2,400.00
	11	11	Channel Erosion Mat	Sq Yd	8300	$1.15	$9,545.00
	12	12	Non-Channel Erosion Mat	Sq Yd	46900	$1.65	$77,385.00
	13	13	Temporary Seeding	AC	62.6	$685.00	$42,881.00
	14	14	Permanent Seeding/Fertilizer/Mulch	AC	62.6	$2,520.00	$157,752.00
	15	15	2' Type A Clay Liner - Pond C	Cu Yd	4800	$7.30	$35,040.00
	16	16	Outlet Control - Pond C	LS	1	$18,770.00	$18,770.00
	17	17	Emergency Spillway - Pond C	LS	1	$3,500.00	$3,500.00
	18	18	2' Type A Clay Liner - Pond D	Cu Yd	3900	$7.30	$28,470.00
	19	19	Outlet Control - Pond D	LS	1	$18,770.00	$18,770.00
	20	20	Emergency Spillway - Pond D	LS	1	$4,150.00	$4,150.00
	21	21	2' Type A Clay Liner - Pond F	Cu Yd	6100	$7.30	$44,530.00
	22	22	Outlet Control - Pond F	LS	1	$24,735.00	$24,735.00
	23	23	Emergency Spillway - Pond F	LS	1	$3,500.00	$3,500.00
	24	24	2' Type A Clay Liner - Pond G	Cu Yd	1700	$7.30	$12,410.00
	25	25	Outlet Control - Pond G	LS	1	$19,340.00	$19,340.00
	26	26	Emergency Spillway - Pond G	LS	1	$4,280.00	$4,280.00
	27	27	8" Drain Tile	Ln Ft	1500	$27.50	$41,250.00
	28	28	Drain Tile Manhole	Ea	5	$4,000.00	$20,000.00
	29	29	Temporary Crossing	Ea	1	$102,200.00	$102,200.00
	30	30	Dewatering	ALW	1	$17,500.00	$17,500.00
	31	31	Construction Staking	LS	1	$1.00	$1.00
	32	32	18" CMP Culvert	Ln Ft	225	$48.00	$10,800.00
	33	33	18" End Section	Ea	4	$425.00	$1,700.00
	34	34	Traffic Control	LS	1	$3,600.00	$3,600.00
Alternate							**$2,903,400.00**
	ALT1	ALT1	Offsite Fill/Compaction (Deduct)	LS	1	$2,903,400.00	$2,903,400.00
Base Bid Total:							**$5,893,169.00**

CITY OF SHEBOYGAN PUBLIC WORKS	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Table of Contents		
		Section:	00 01 10		
		Bid Number:	C26-15	Page:	1 of 2
		Foth Project:	24S042.00	Date:	June 2026

Gartman Property Bid Package 3
City of Sheboygan

SECTION	TITLE	Pages
00 00 00	PROCUREMENT AND CONTRACTING REQUIREMENTS	
	Introductory Information	
00 01 01	Cover	1
00 01 10	Table of Contents	3
	Procurement Requirements	
00 11 13	Advertisement for Bids	5
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PLOTTED BY - Rizzardi, Nick

CITY OF SHEBOYGAN
PUBLIC WORKS

City of Sheboygan
Department of Public Works
Engineering Division
2026 New Jersey Avenue
Sheboygan, WI 53081
920-459-3440

Travis Peterson - Director
Kevin Jump, PE - City Engineer
Tim Moyer, PE - Assistant City Engineer

DEPARTMENT OF PUBLIC WORKS

GARTMAN PROPERTY

BID PACKAGE 3

JUNE 2026

ISSUED FOR BID

BID NUMBER: C26-15

INDEX OF SHEETS

SHEET NO.	SHEET TITLE
GENERAL	
G1.00	TITLE SHEET
G2.00	LEGEND AND ABBREVIATIONS
G3.00	GENERAL CONSTRUCTION NOTES
G4.00	TRAFFIC CONTROL PLAN
EXISTING CONDITIONS	
C1.00	EXISTING CONDITIONS
DRAINAGE & EROSION CONTROL	
C2.00	OVERALL DRAINAGE & EROSION CONTROL PLAN
C2.01 - C2.06	DETAILED DRAINAGE & EROSION CONTROL PLAN
DETENTION BASIN DETAILS	
C3.00 - C3.01	POND C DETAILED VIEW
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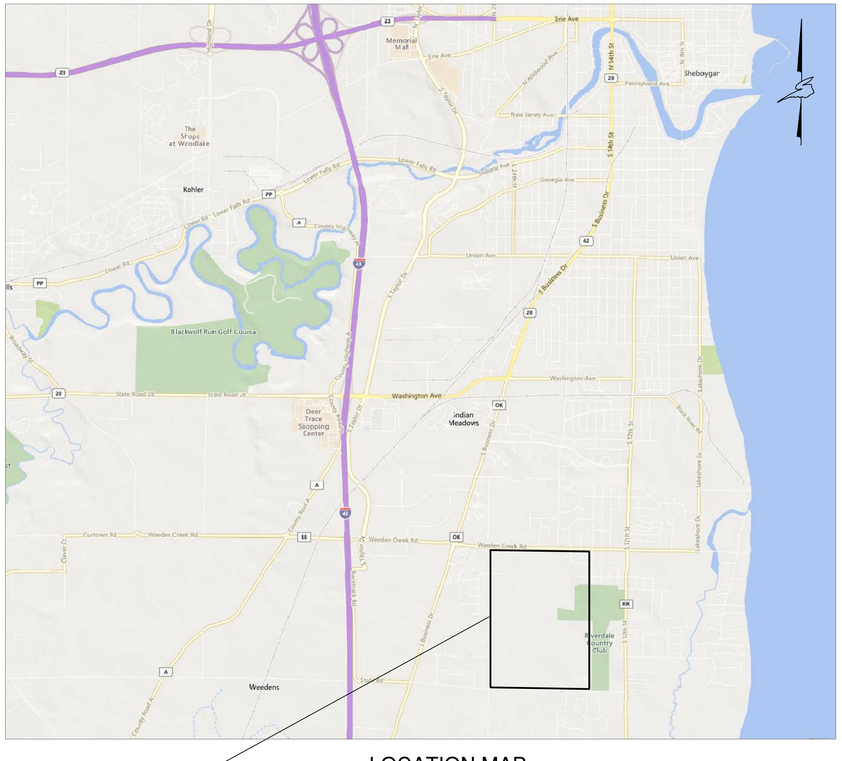
C3.06 - C3.07	POND G DETAILED VIEW
C4.00 - C4.03	DRAIN TILE PLAN & PROFILE
CONSTRUCTION DETAILS	
C8.00 - C8.02	DETAILS



PROJECT LOCATION

LOCATION MAP

VERTICAL DATUM:

NAVD88

HORIZONTAL DATUM:

WISCONSIN COORDINATE REFERENCE SYSTEM (WisCRS), SHEBOYGAN COUNTY, NAD83

ANY SURVEY MONUMENTS THAT ARE DAMAGED MUST BE REPLACED IN ACCORDANCE WITH THE SPECIFICATIONS

WISCONSIN — CHRISTOPHER D. HITCH — E-37026 — WAUWATOSA WI — PROFESSIONAL ENGINEER

OWNER CONTACT INFORMATION

KEVIN JUMP - P.E.
CITY ENGINEER
CITY OF SHEBOYGAN
2026 NEW JERSEY AVE
SHEBOYGAN, WI 53081
(920) 459-3440

TRAVIS PETERSON
DIRECTOR OF PUBLIC WORKS
CITY OF SHEBOYGAN
2026 NEW JERSEY AVE
SHEBOYGAN, WI 53081
(920) 459-3441

ENGINEER CONTACT INFORMATION

CHRIS HITCH - P.E.
FOTH INFRASTRUCTURE & ENVIRONMENT, LLC
BALLPARK COMMONS OFFICE BUILDING
7044 SOUTH BALLPARK DRIVE, SUITE 200
FRANKLIN, WI 53132
PHONE: (414) 336-7900

Foth

FOTH PROJECT #0024S042.00

City of Sheboygan
spirit on the lake

Plot Date	6/4/2026
Sheet No.	G1.00
Drawing No.	G1.00

FILE NAME : C:\USERS\NCRDC\ACCDOCS\FOTH\SHEB-GARTMAN PROPERTY-24S042.00\PROJECT FILES\CAD\PLANS\BID PACKAGE 3\G1.00-TITLE SHEET.DWG
LAYOUT NAME - G1.00

CITY OF SHEBOYGAN
RESOLUTION 74-26-27

BY ALDERPERSONS DEKKER AND KELLY.

AUGUST 10, 2026.

A RESOLUTION authorizing the Mayor and City Clerk to enter into an Addendum dated July 15, 2026, to the contract with Foth Infrastructure and Environment, LLC for FEMA Sub-Recipient Management Costs (SRMC) services related to the South Side Interceptor System (SIS) Rehab/Access Road/Shoreline Protection Program.

WHEREAS, the City hired Foth Infrastructure and Environment, LLC ("Foth") to analyze the existing 1936 sanitary interceptor sewer ("sewer") located along the Lake Michigan shoreline; and

WHEREAS, Foth's study indicated that significant rehabilitation was necessary to maintain the functionality of the sewer; and

WHEREAS, the City has received funding through a State-Local Hazard Mitigation Grant Program (“HMGP”) that included $504,499.84 in SRMC grant funds for managing the grant, technical monitoring, and staff costs related to the grant; and

WHEREAS, the HMGP fully covers grant management costs; and

WHEREAS, the Common Council approved a 2026 budget amendment to include the grant revenue and associated expenses on August 3, 2026, with the authorization of the Agreement acceptance; and

WHEREAS, the maximum addendum value is $500,000, but Foth will bill costs on an hourly basis rather than a lump sum.

NOW, THEREFORE, BE IT RESOLVED: That the Mayor and City Clerk are hereby authorized to enter into an Addendum with Foth Infrastructure and Environment, LLC, in a substantially similar form to that attached, for FEMA Sub-Recipient Management Costs (SRMC) services related to the South Side Interceptor System (SIS) Rehab/Access Road/Shoreline Protection Program

BE IT FURTHER RESOLVED: That the appropriate City officials may draw funds, not to exceed $500,000.00, from Wastewater Fund – Improvements Other Than Buildings (Acct. No. 630361-641100), in payment of this Addendum.

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

Presiding Officer

_____
Ryan Sorenson, Mayor, City of Sheboygan

Attest

_____
Meredith DeBruin, City Clerk, City of Sheboygan

Foth

AGREEMENT FOR SERV
ADDENDUM No. 7

Project Title: SIS Rehab Access Rd/Shoreline Design

FOTH Project Number: 21S042.00

CLIENT Project Number: (If applicable) 310090

This Addendum (in addition to and subject to the conditions contained in the Agreement for Services dated **May 28, 2021**), (hereinafter "Addendum"), is made and entered into **15th** day of **July, 2026** by and between **FOTH INFRASTRUCTURE & ENVIRONMENT, LLC,** (hereinafter "Consultant") and **CITY OF SHEBOYGAN**, (hereinafter "Client"), for the services described under the Scope of Services (the "Services").

CLIENT: City of Sheboygan-Department of Public Works
Address: 2026 New Jersey Avenue, Sheboygan, WI 53081-4714
Phone No: 920-459-3440 Email Address: Kevin.jump@sheboyganwi.gov

Scope of Services: Client hereby agrees to retain Consultant to perform the following Services:

Provide grant administration for the FEMA grant following Sub-Recipient Management Cost (SRMC) guidelines from initial grant award coordination through final project auditing as required by WEM and FEMA. This work includes

1. grant monitoring,
2. grant compliance reviews/coordination,
3. project cost control recording,
4. periodic site visits to comply with grant reimbursement requests,
5. cost reimbursement applications/coordination,
6. grant related meetings with all stakeholders,
7. project reporting,
8. grant closeout preparation and meetings
9. grant replenishment requests if appropriate
10. other miscellaneous tasks required to satisfy FEMA/WEM grant requirements

Schedule: Services shall be performed according to the following schedule:

Grant administration services will be provided throughout the construction and grant closeout phases including audit by FEMA if required.

Compensation: In consideration of these Services, the Client agrees to pay Consultant compensation as follows:

☐ Lump-Sum in the amount of $ .00

☐ Unit Cost/Time Charges (Standard Rates) with a total amount not-to-exceed $ .00

☒ Unit Cost/Time Charges (Standard Rates) for an estimated cost of up to $ 500,000 per the approved FEMA budget allowance

☐ Other as stated here:

Special Conditions (if any):

Services to be provided as directed by the Engineering Department with semi annual reports on work status, action items and budget.

Entire Agreement: This Addendum, along with other approved Addendums, together with and subject to the Agreement for Services referenced above, constitutes the entire understanding between the parties with respect to the subject matter hereof. This Addendum may be modified by subsequent written addenda mutually agreeable by both parties.

IN WITNESS WHEREOF, this Agreement is accepted on the date last written below, subject to the terms and conditions above stated and the provisions set forth herein.

CLIENT		**FOTH INFRASTRUCTURE & ENVIRONMENT, LLC**	
Signed:		*Signed:*	
Name (printed):		Name (printed):	Thomas J Ludwig
Title:		Title:	State Operations Director
Date:		Date:	July 15, 2026
		Signed:	
		Name (printed):	Carrie L Voskuil
		Title:	Senior Contracts Manager
		Date:	July 15, 2026

CITY OF SHEBOYGAN
RESOLUTION 72-26-27

BY ALDERPERSONS DEKKER AND KELLY.

AUGUST 10, 2026.

A RESOLUTION authorizing the Purchasing Agent to issue a purchase order for one (1) John Deere Front-End Loader for the Motor Vehicle Division of the Department of Public Works.

WHEREAS, the City of Sheboygan's Department of Public Works utilizes front end loaders to support operations and one of the City's current front-end loaders is approaching the end of its useful life such that replacement was included in the 2026 budget; and

WHEREAS, State law and the City's procurement policy allows the City to join with other units of government in cooperative purchasing consortiums, such as Sourcewell, for the purchase of vehicles and vehicle equipment when the best interest of the City will be served; and

WHEREAS, Staff has reviewed various Sourcewell quotes and determined that the lowest quote, from Brooks Tractor Incorporated, meets the City's specifications and standards.

NOW, THEREFORE, BE IT RESOLVED: The Purchasing Agent is authorized to issue a Purchase Order to Brooks Tractor Incorporated for the purchase of one (1) John Deere 624K Front-End Loader at a total cost of $223,000.00.

BE IT FURTHER RESOLVED: That the Finance Director is authorized and directed to draw funds in the amount of $223,000.00 from Motor Vehicle Fund – Machinery/Equipment (Acct. No. 730399-651200) to purchase the said equipment.

BE IT FURTHER RESOLVED: The Purchasing Agent is authorized to trade in the City's current, 20-year-old front-end loader as part of this purchase.

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

Presiding Officer

_____
Ryan Sorenson, Mayor, City of Sheboygan

Attest

_____
Meredith DeBruin, City Clerk, City of Sheboygan

Prepared For

CITY OF SHEBOYGAN

2026 NEW JERSEY AVE

SHEBOYGAN, WI 530814714

(920) 459-4096

Prepared By

Tom Poole

Brooks Tractor Incorporated

12101 West Silver Spring Drive

Milwaukee, WI 53225

414-651-2733

tpoole@brookstractor.com

Quote Id 1794008

Expiration Date 30-Jun-2026

Prepared For

CITY OF SHEBOYGAN

2026 NEW JERSEY AVE

SHEBOYGAN, WI 530814714

(920) 459-4096

Prepared By

Tom Poole

Brooks Tractor Incorporated

12101 West Silver Spring Drive

Milwaukee, WI 53225

414-651-2733

tpoole@brookstractor.com

Quote Id 1794008

Expiration Date 30-Jun-2026

Customer Notes

Quote is based off Sourcewell contract # John Deere #011723-JDC , for City of Sheboygan contract #45106.
1 Year full machine warranty.
Total of 5 year or 5000-hour powertrain and hydraulic warranty included.

Quote Summary

Equipment Summary	**QTY In Group**
624 P-Tier Wheel Loader	**1**
Extended Warranty	
624 P, Powertrain And Hydraulics, 5000 Total Hours or 60 Total Months, 0 Deductible Date Quoted : 02-Jul-2026	

Equipment Total	**$273,000.00**

Trade In Summary	**Extended**
John Deere 624K - DW624KZ627239	**$50,000.00**
Final Trade Allowance	$50,000.00

Quote Summary	
Total Selling Price	$273,000.00
Total Trade-In Allowance	($50,000.00)
Trade Difference	$223,000.00
Sub-total	**$223,000.00**
Balance Due	**$223,000.00**

Salesperson : X _____ **Accepted By : X** _____

Selling Equipment

Quote # 1794008

Customer CITY OF SHEBOYGAN

624 P-Tier Wheel Loader

QTY In Group : 1

Equipment Notes - - -

Hours - - -

Serial Number - - -

Stock Number - - -

PUK Parent Serial # - - -

Equipment Summary

Code	Description	Qty
6042DW	624 P-Tier Wheel Loader	1

Base / Options

Code	Description	Qty
0202	United States	1
0259	English	1
0351	Translated Text Labels	1
0402	Agriculture Material Handling	1
0452	High Lift Z-BAR	1
0613	Level 3 Trim	1
0659	Level 4 Performance	1
0953	Advanced Vision System	1
1100	Less Detection System	1
1210	Premium Package Radio	1
1302	Left and Right Side Steps	1
183N	JDLink™	1
1862	Level 2 Fleet Health	1
2206	SmartWeigh	1
2261	8 IN (203mm) Touchscreen Display	1
2301	10.1 IN (257mm) Secondary Display - G5	1
4095	John Deere 6.8L - FT4/SV	1
6522	Standard Hitch w/ Pin & Rear Counterweight	1
7026	Joystick Controls	1
7054	Three Function Hydraulics	1

5117	Michelin XSNOPLUS - 20.5R25 L2 1-Star Radial Tires w/ 3 PC Rims	1
5554	Full Coverage Front & Rear Fenders w/ Mudflaps	1
7405	Field Coupler Ready - Pin Disconnect Plumbing	1
7800	Less Bucket	1
7465	Less Cutting Edge, Segments, and Teeth	1
7500	Less Fork Frame	1
7700	Less Tines	1
8295	Heated And Powered Exterior Mirrors	1
8500	Cold Weather Package	1
8501	Debris Package	1
8522	Guards - Bottom	1
8502	Maintenance and Service Package	1
8213	Chrome Curved Stack	1
8508	Auxiliary Equipment Package	1
8082	Electrical Corrosion Prevention Package	1
Total Base / Options		

Dealer Attachments

Code	Description	Qty
	22' MetalPless Plow (12+5+5) Pro 1248-22	1
	4th & 5th function hydraulics, optional joystick	1
Total Dealer Attachments		

Value Added Services

Description	Qty
Extended Warranty	1
Total Value Added Services	
Selling Price Subtotal	
Total Selling Price	

Trade-Ins

John Deere 624K

Trade-In Notes	- - -
Serial Number	DW624KZ627239
Stock Number	
Hour Meter	9695.0

Description	Net Trade Value
John Deere 624K	$50,000.00

Pay Off	$0.00
Total	**$50,000.00**

Factory Build Codes

Code	Description	Code	Description
7650T	624K 4WD LOADER	1010	STD 624K LOADER
9055	REVERSIBLE FAN DRIVE	2120	CONVENTIONAL STEERING
0810	STANDARD GATHERING GROUP	9030	AIR INTAKE WITH PRECLEANER
9430	BOTTOM GUARDS	2220	SEAT, CLOTH W AIR SUSPENSION
4420	20.5R25 L3 RADIAL TIRE	2510	RIDE CONTROL SYSTEM
2444	4FN 4 LEVER W STRG CLMN FNR	1110	TRANSMISSION WO AX DISC
3120	AXLE MANUAL DIFF LOCK	5530	STD FRT FNDRS/R PLATFORM
9140	FIRE EXTINGUISHER	9110	RADIO, CD WITH HEADLINER
1610	FUEL TANK W STD FILTER	3049	AXLE,W/ HYD FRONT & REAR
8550	BUCKET PINS	9015	ENGINE BLOCK HEATER
8422	CAB WITH AIR	2015	STD BOOM W NG LINKAGE
7120	HALOGEN W LED MARKER LIGHTS	9225	08 AMP CONVERTER-1 PLUG
8210	STANDARD REAR HITCH		

Extended Warranty Proposal

PowerGard™ Protection Plan

624 P-Tier Wheel Loader
Serial Number: - - -
Date: 23-Jul-2026

Machine/Use Information		Plan Description			
Manufacturer	JOHN DEERE	Plan Type		Deductible	$0.00
Equipment Type	4WD Loaders	Warranty Coverage	Powertrain And Hydraulics		
Model	624 P	Total Months	60		
Country	US	Total Hours	5000	Date Quoted	02-Jul-2026

MFWD/Tracks N

GRACE pricing is only good during the first 12 months or 1000 hours of ownership for new tractors during the John Deere basic warranty period. After this period, DELAYED pricing can be purchased up to the end of the John Deere basic warranty for tractors of 24 months or 2000 hours, and having passed a special inspection/certification process. The Total Months and Hours listed above include the John Deere basic Warranty. "Limited" Plan coverage = Engine & Powertrain only."Comprehensive" Plan coverage = Full Machine.

PowerGard Protection Proposal Prepared for:

Customer Name - Please Print

Customer Signature

I have been offered this extended warranty and

☑ I ACCEPT the PowerGard Protection
☐ I DECLINE the PowerGard Protection

If declined, I fully understand that any equipment listed above is not covered for customer Expenses due to component failures beyond the original basic warranty period provided by John Deere.

Note: This is not a contract. For specific PowerGard Protection coverage terms and conditions, please refer to the actual PowerGard Protection Plan contract for more information and the terms, conditions, and limitations of the agreement.

What PowerGard Protection is:

The PowerGard Protection Plan is an **extended warranty** program for reimbursement on parts and labor for covered components that fail due to faulty material or original workmanship that occur beyond the John Deere Basic Warranty coverage period. The agreement is between Deere & Company and the owners of select John Deere Commercial and Agricultural equipment, who purchase the PowerGard Plans for the desired coverage as indicated in this proposal.

What PowerGard Protection is not:

PowerGard Protection is **not insurance**. It also does not cover routine maintenance or high wear items, or insurance-related risks/perils such as collision, overturn, vandalism, wind, fire, hail, etc. It does not cover loss of income or loss of value of crops during or after an equipment failure. See the actual product-specific PowerGard Protection Plan agreement for a complete listing of covered components, and limitations and conditions under the program.

Features/Benefits:

PowerGard Protection includes the following features and benefits under the program:

- Pays for parts and labor costs incurred on failed covered components (less any applicable deductibles).
- Does not require pre-approval before repairs are made by the authorized John Deere dealership.
- Payments are reimbursed directly to the dealership, with no prepayment required by the contract holder.
- PowerGard Protection agreements ensure that only Genuine John Deere Parts are used in all repairs.
- PowerGard coverage is fully transferable to future owners, with no transfer fees when coverage remains.
- PowerGard ensures higher resale value and makes equipment more marketable during the sale or trade-in.
- PowerGard allows you to budget your total cost of ownership, with financing available through John Deere Financial or other sources.
- PowerGard helps prevent large, unexpected repair bills during later years of equipment ownership, in exchange for a smaller protection fee up front.

CITY OF SHEBOYGAN
RESOLUTION 78-26-27

BY ALDERPERSONS DEKKER AND KELLY.

AUGUST 10, 2026.

A RESOLUTION adopting a new Sheboygan Waterfront and Marina Master Plan and Schematic Design.

WHEREAS, Edgewater Resources, LLC ("Edgewater") was engaged to refine the City's Waterfront Master Plan and prepare a Schematic Design; and

WHEREAS, as part of the process, several stakeholder and public engagement meetings occurred. The resultant public feedback and the City's waterfront and marina history were incorporated into the Master Plan and Schematic Design; and

WHEREAS, the Waterfront Master Plan and Schematic Design was presented before the Board of Marina, Parks and Forestry Commissioners with favorable feedback.

NOW, THEREFORE, BE IT RESOLVED: That the Common Council adopts the attached Waterfront and Marina Master Plan and Schematic Design.

BE IT FURTHER RESOLVED: That staff is authorized to continue with the final design process, and to develop construction bidding documents.

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

Presiding Officer

_____
Ryan Sorenson, Mayor, City of Sheboygan

Attest

_____
Meredith DeBruin, City Clerk, City of Sheboygan

Harbor Centre Marina

Edgewater resources

RAMBOLL

COLLINS ENGINEERS INC

MAFFETT LAFFOON TSOFTIS ENGINEERING, LLC

Project Team

Greg Weykamp, CLARB, LEED AP, WEDG, CRMP
President, Principal

Jack Cox, PE, BC.CE, BC.PE, BC.NE
Principal, Vice President Engineering

Mike Morphey, PE, LEED AP
Principal, Senior Engineer

Colin Hassenger, PE
Senior Project Engineer

Michelle Rumsa, RA, NCARB
Director of Architecture

Cait Scannell, RA, NCARB
Architect

Suzie Fromson, PLA, LEED AP
Director of Landscape Architecture

Alejandra Lira-Pantoja
Coastal Engineer

Gary Loftis, PE
Electrical Engineering – Maffett Loftis Engineering

Drew Gates, PE
MEP Engineering – Maffett Loftis Engineering

Kerry Hardin, PE
Civil Engineering Group Manager - Collins Engineers, Inc.

Scott Tarmann, PE
Environmental Project Principal - Ramboll Group

Introduction

The goal of this project is to refine the Waterfront Master Plan and build a new marina and waterfront park for everyone in the community.

GUIDING PRINCIPLES

- *Expand Access to the Waterfront For Everyone in the Community*
- *Address Ice, Waves, and Sedimentation to Create a More Durable Marina*
- *Respect the Time and Effort the Community has Invested in the Master Plan, and Consider Refinements Based on Market Analysis and Ice Study*
- *Ensure the Marina is Financially Feasible and Self Sufficient*

Waterfront Community Meetings

Community Meeting #1, December 18, 2025 – Project Introduction and Visioning

Community Meeting #2, July 21– Schematic Design Review Session

Community Meeting #3, TBD – Design Development Review Session

Community Meeting #4, TBD – Final Design Review Session

PROJECT STATUS

- *Inventory & Analysis – Listening Sessions*
- *Wind, Waves, & Ice Modeling*
- *Schematic Design*
- *Bathymetry*
- *Geotechnical Borings*
- *Design Development – Preliminary Engineering*
- *Joint Permit Application Process*
- *Finalize Construction Documents*
- *Build the Project!*

PUBLIC INPUT PROCESS: SUMMARY

- Enhance waterfront - welcoming and accessible to all
- Prioritize public waterfront green space over parking, while also providing boater-specific use areas
- Maximize efficiency of new buildings and services
- Encourage community use, provide flexibility of spaces
- Refine pedestrian circulation to improve connection from waterfront to downtown, lakefront, beach, and lighthouse
- Improve vehicular flow to reduce traffic conflicts and improve pedestrian safety, especially during events

PUBLIC INPUT PROCESS: FEEDBACK

Public Input Meeting

Visual Preference Image Survey

PUBLIC INPUT PROCESS: FEEDBACK

FAVORITE IMAGES

31st Street Harbor

Chicago, Illinois

Public Waterfront
Grand Haven, Michigan

Çeşme Marina

Izmir, Turkey

Blossom Heath Activity Pier

St. Clair Shores, Michigan

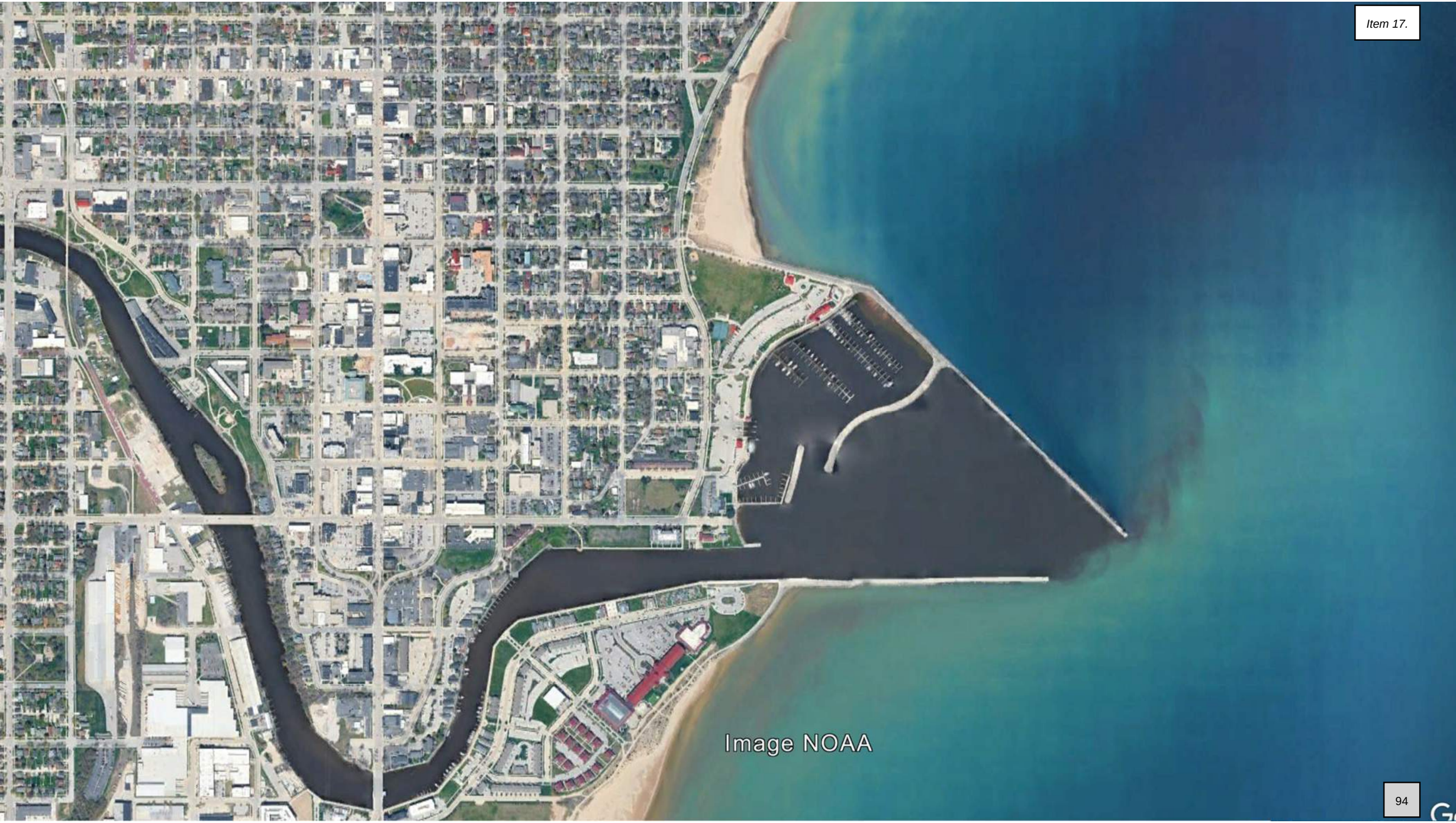
31st Street Harbor

Chicago, Illinois

PUBLIC INPUT PROCESS: FEEDBACK

Stakeholder Interviews

- Neighborhood Groups: Ellis, NVPNA, Gateway
- Marina/Parks/Forestry Board
- Council Alders
- Fishing Charter Captains
- Yacht Club
- Public Works
- Marina Staff
- Wastewater Department
- Lakefront Caretakers, Parks
- Local Vendors: EOS Surf
- Sailing Education Association (SEAS)
- Business Improvement District
- Sheboygan County
- Sheboygan Visual Artists
- NOAA/Marine Sanctuary
- Hmong Community
- Historic Preservation
- Adaptive Boaters
- City Staff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HARBOR DESIGN CONSIDERATIONS

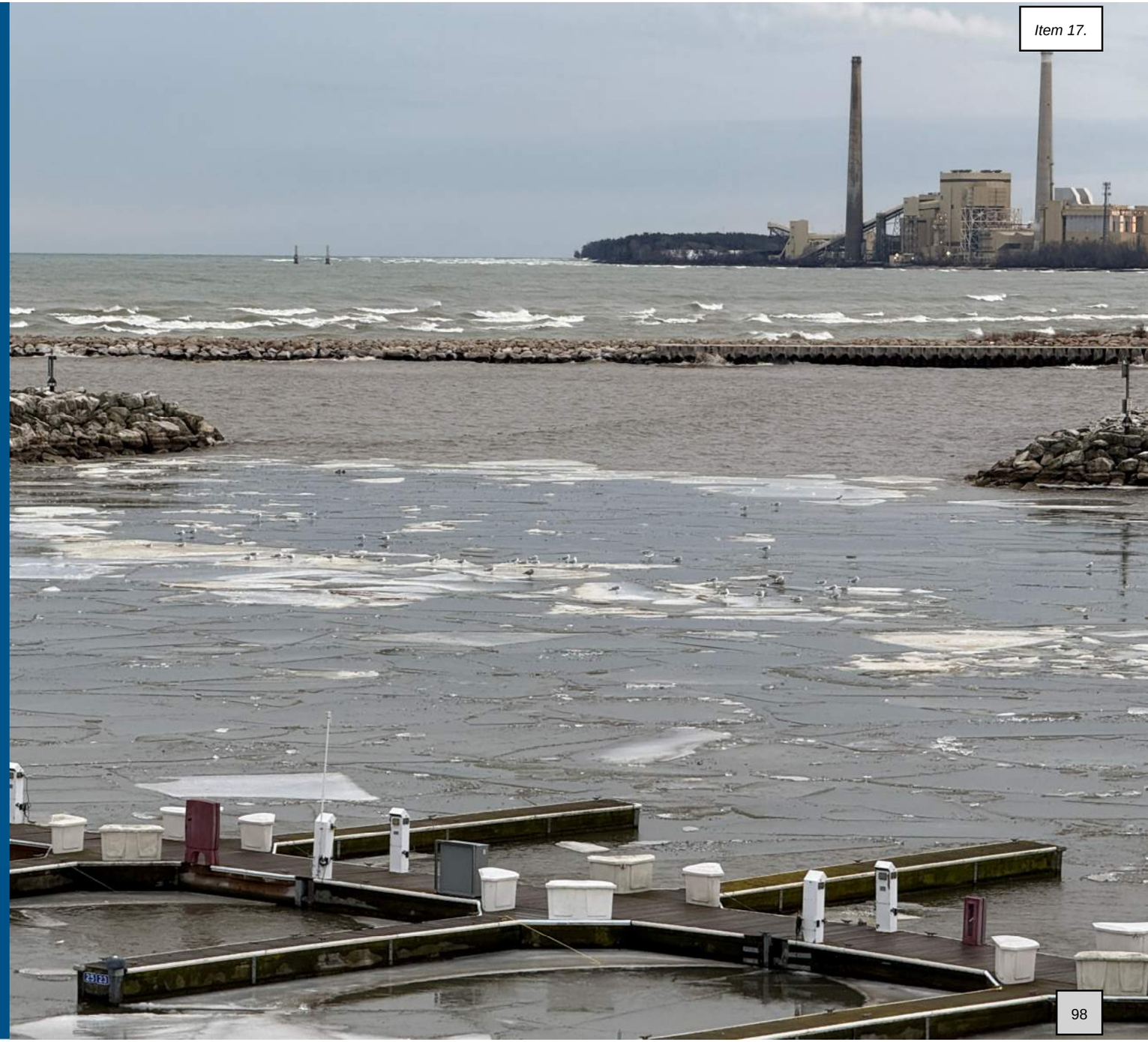
- *Ice Damage*
- *Long Term Maintenance*
- *Wave Climate*
- *Navigational Safety*
- *Market Responsive Slip Mix*
- *Security*
- *Operational Efficiency*

ICE IMPACTS / CONCLUSIONS

- *Ice Shove (moving sheets of ice) must be mitigated by a fixed structure to divide the interior marina basin into at least two sections*
- *The marina opening will be closed during winter months with a floating ice barrier to minimize the movement of ice from the southern basin and outer harbor into the new marina basin*
- *Ice Jacking (vertical movement of structures caused by ice sheets moving up and down) will be minimized with either a flexible anchoring system or improved ice suppression methods*

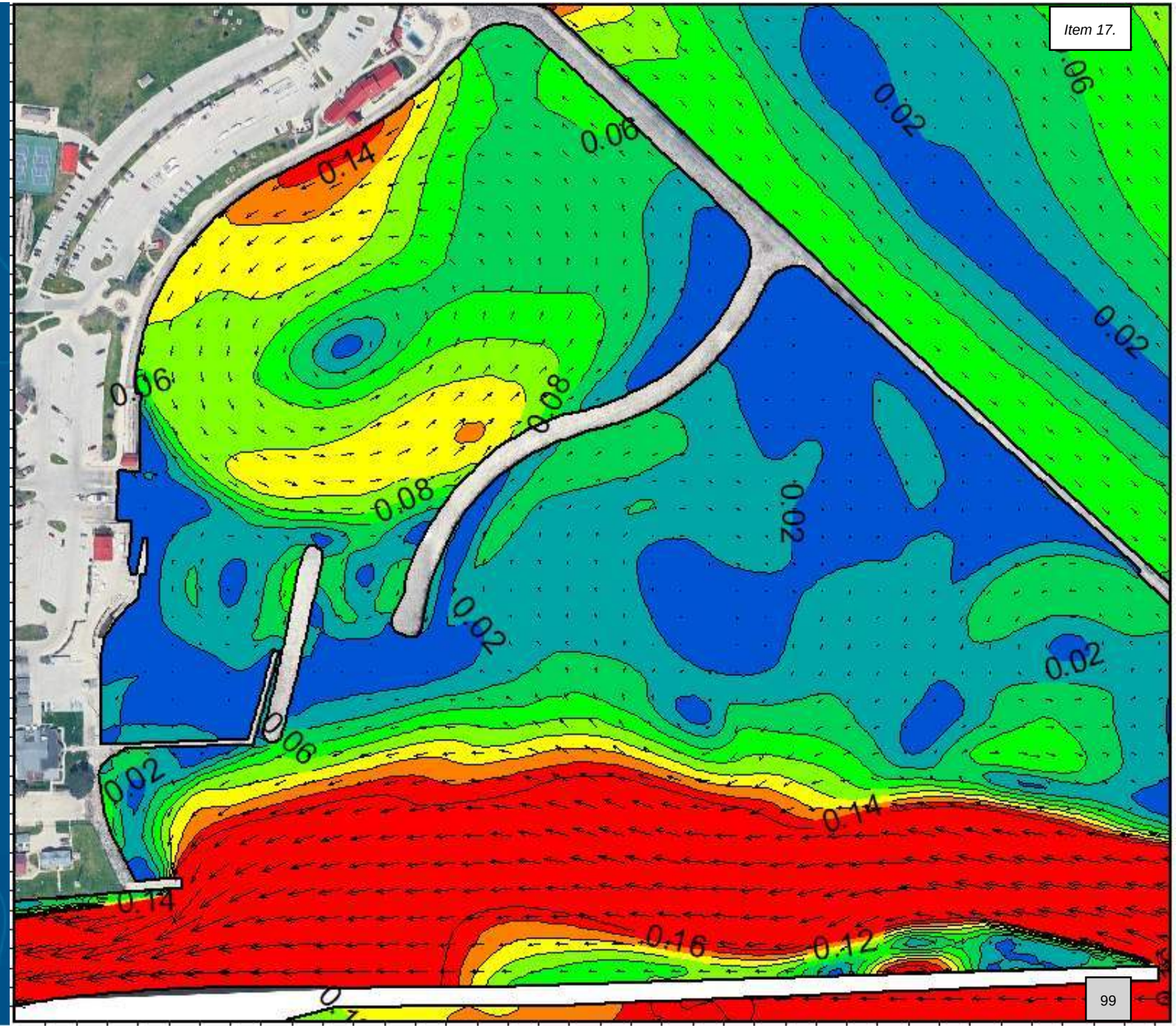
Ice Analysis

1. 30+ year old docks – connections & floatation
   - Accelerated by past dock modifications/relocations
2. Anchorage points & tensioning – load concentration
3. Art of ice suppression
   - All or nothing?
   - Damage seemingly focused where ice free
4. Basin in constant movement

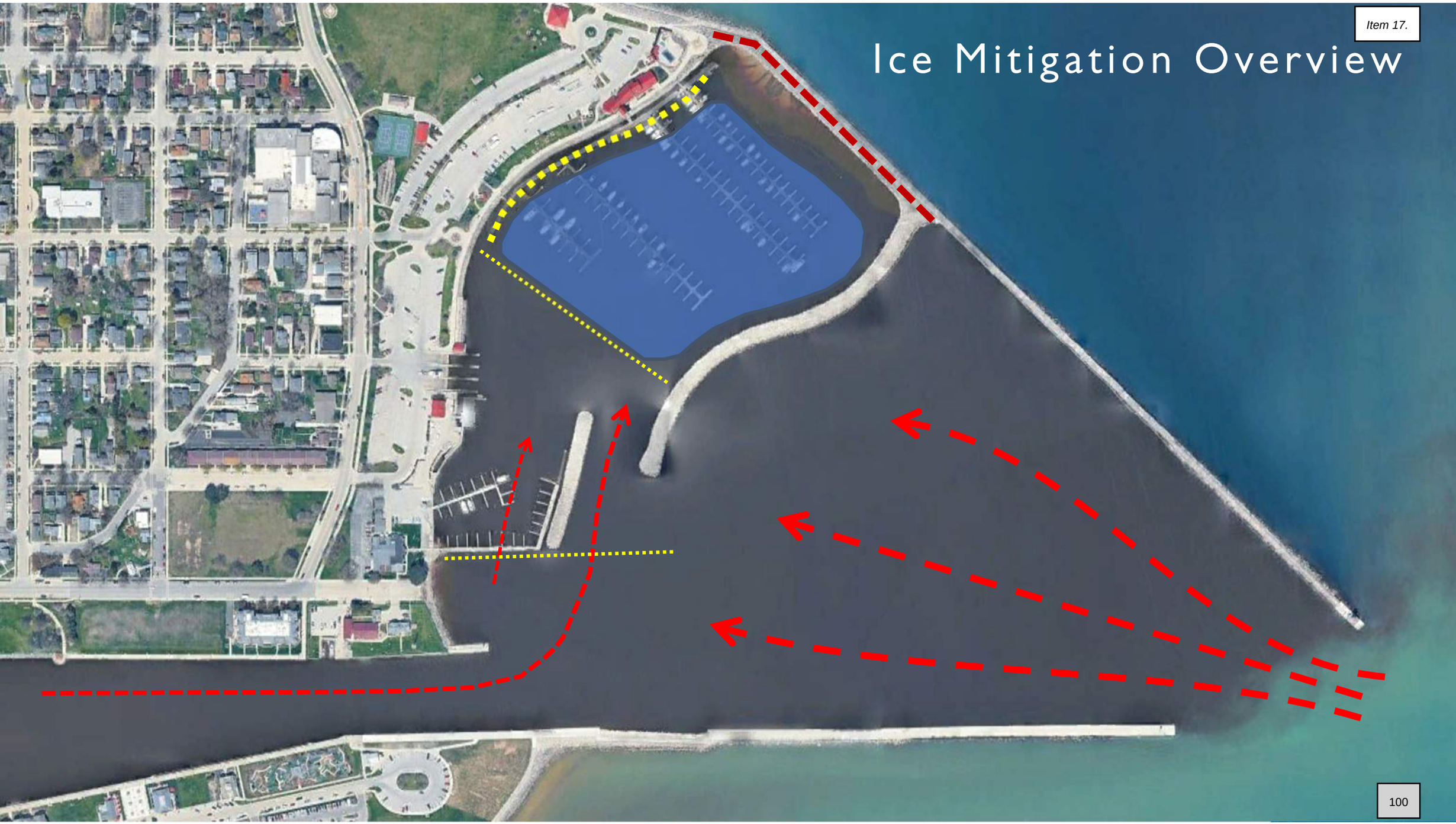


Ice Analysis

East Extreme Event

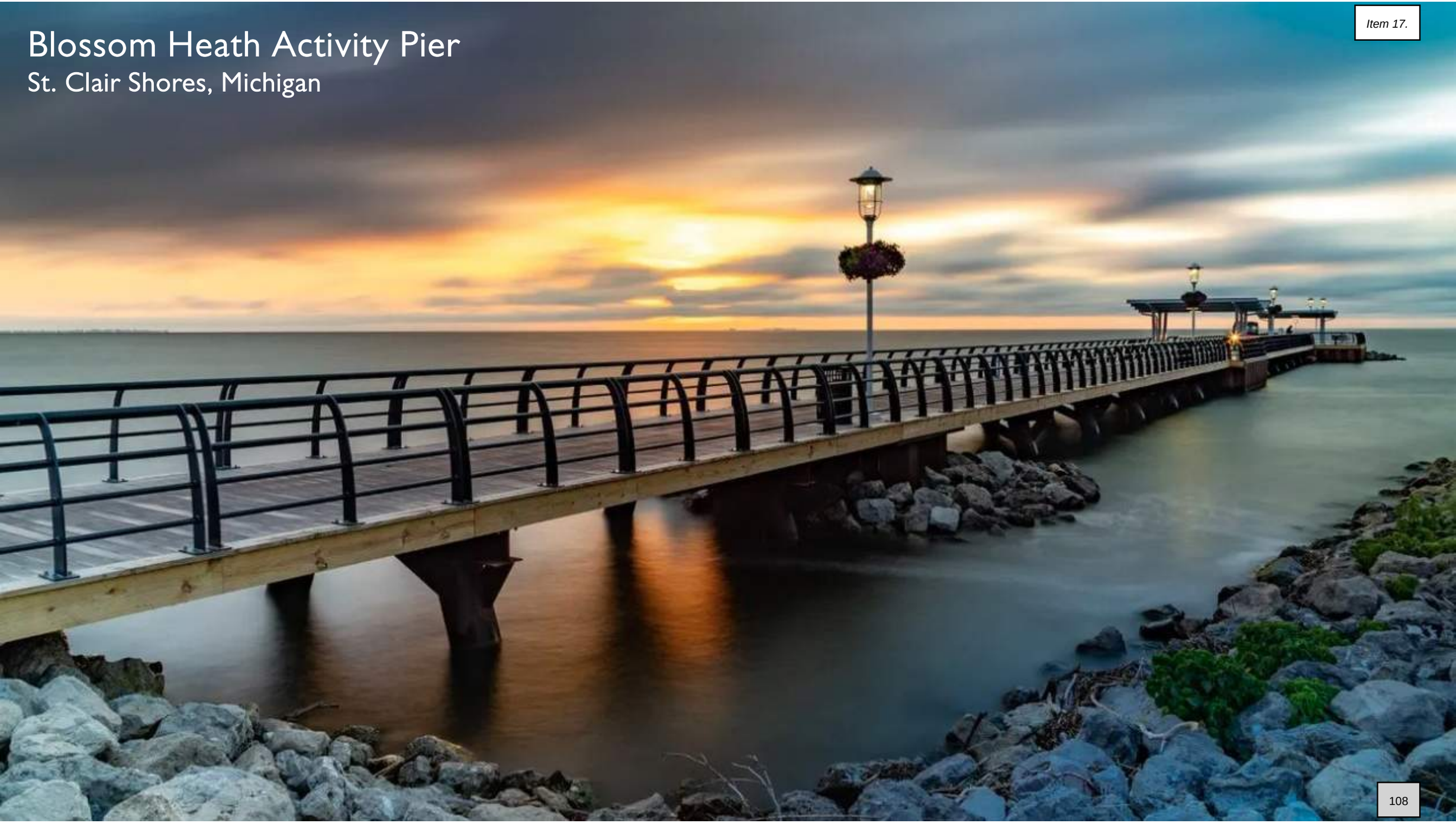


Ice Mitigation Overview



Blossom Heath Activity Pier

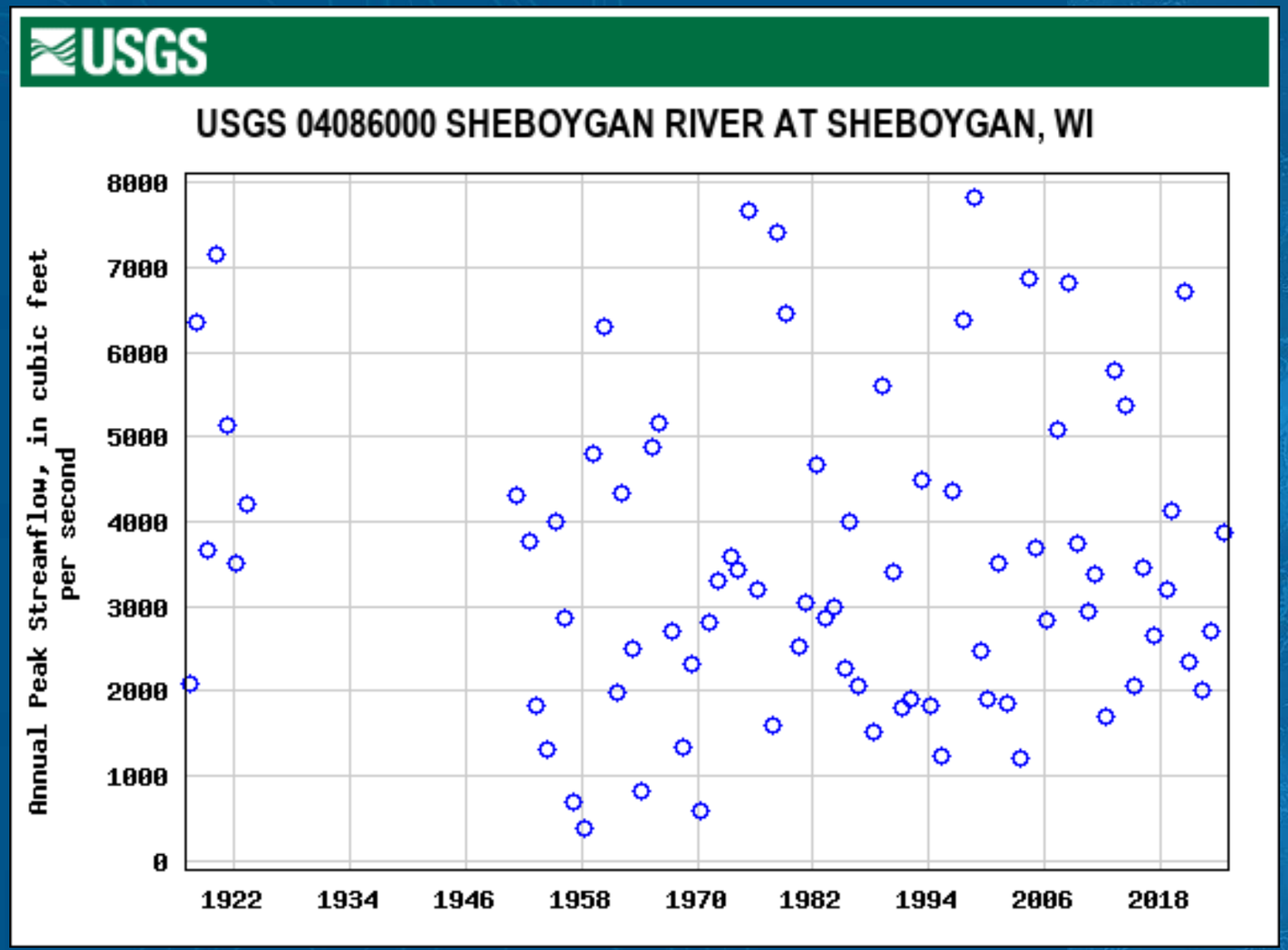
St. Clair Shores, Michigan



RIVER CIRCULATION IMPACTS / CONCLUSIONS

- *During normal/calm weather conditions, the river has very little impact on the marina*
- *As wind speeds increase, especially from generally easterly directions, the river circulation begins to rotate within the outer harbor due to wind set up*
- *This generates a gyre situation where the water inside the marina basin rotates counterclockwise, generating peak wave concentration at key locations where we need to avoid placing docks*

River Discharge



River Discharge

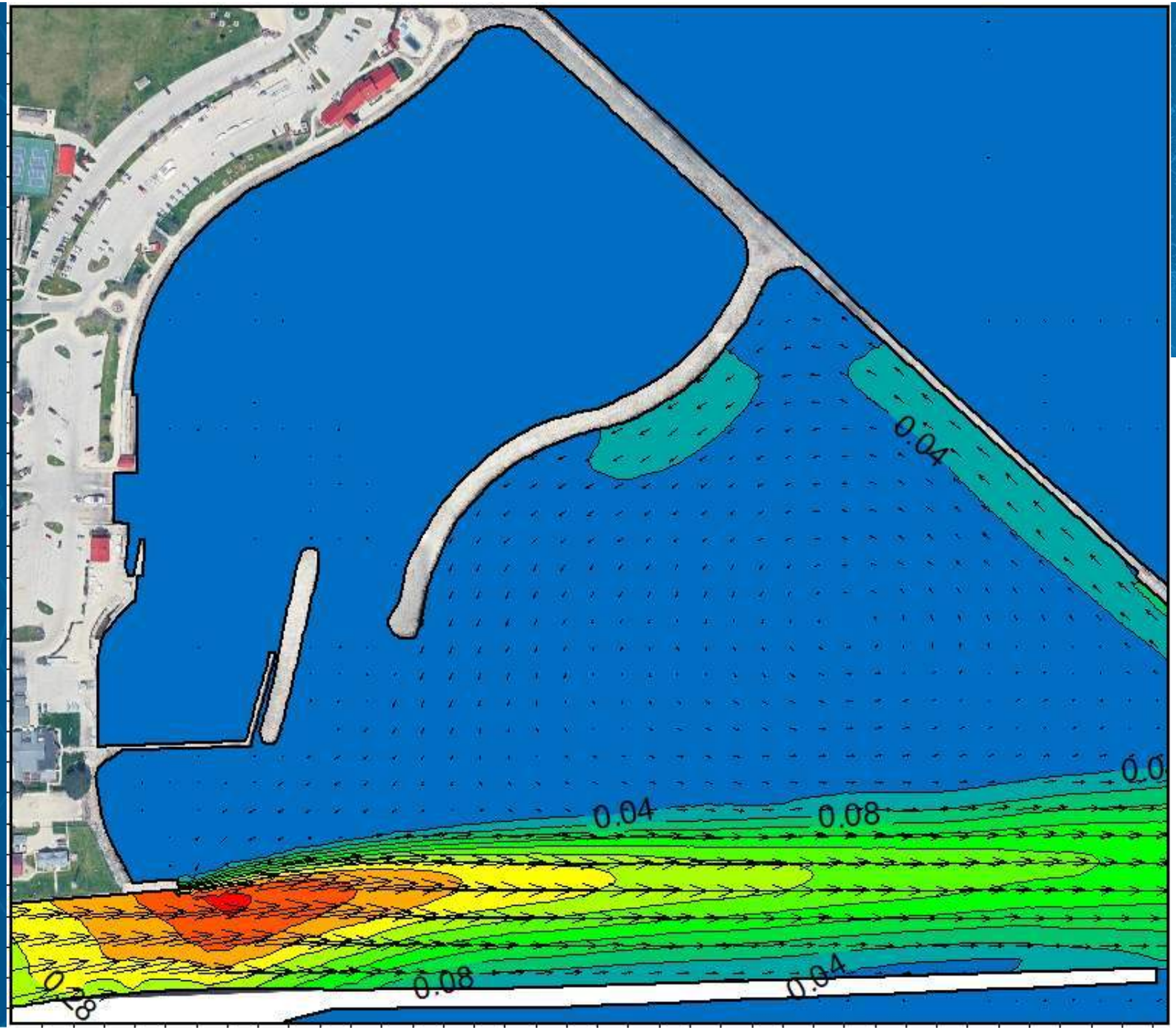
Average Breakup Flow
Q = 18.7 m^3/S = 660 cfs

Moderate Breakup Flow
Q = 80 m^3/S = 2,825 cfs

Typical Strong Spring Melt
Q = 140 m^3/s = 4,944 cfs

Extreme Breakup Flow
Q = 200 m^3/s = 7,063 cfs

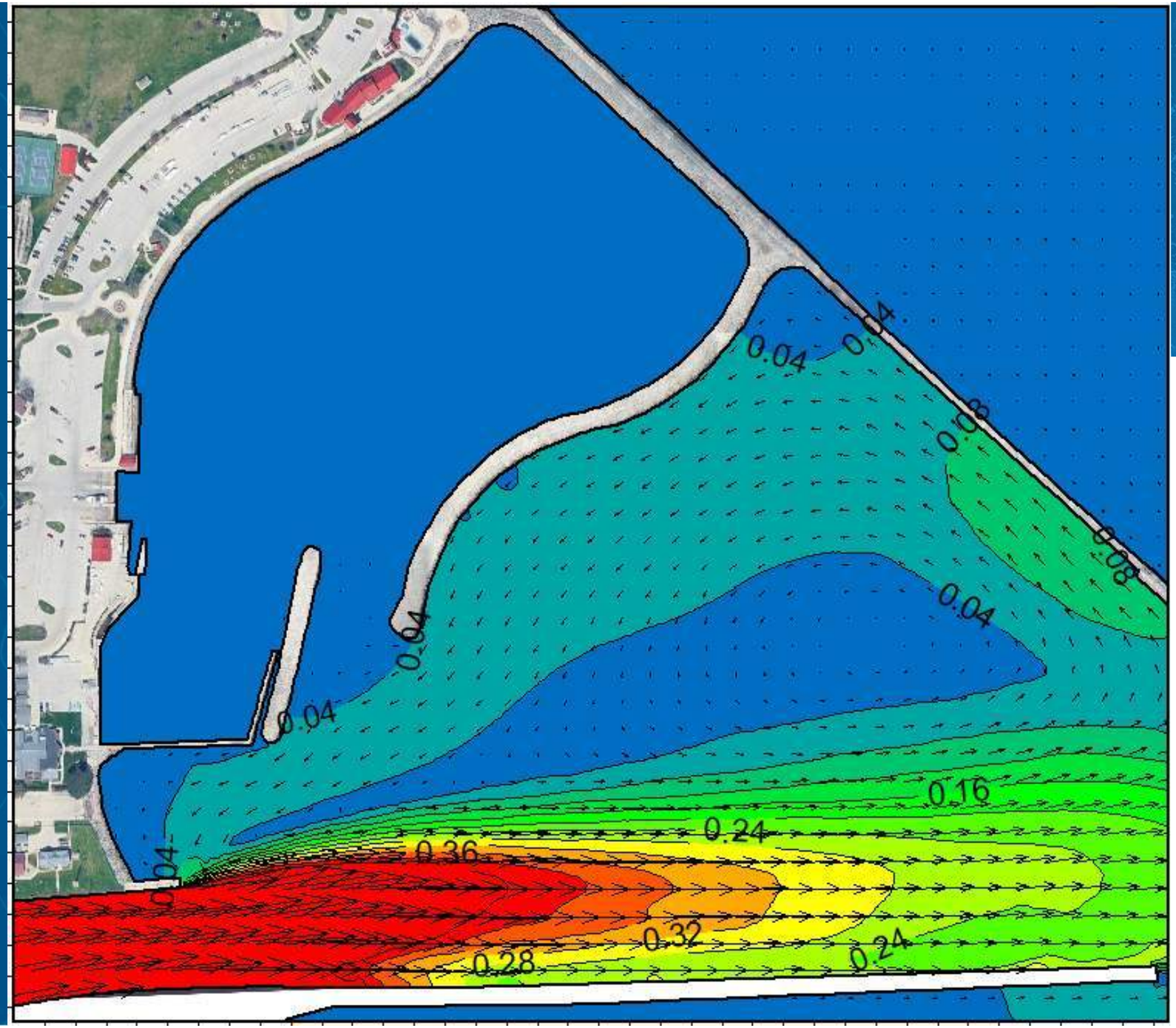
Moderate Flow



Current speed [m/s]

- Above 0.40
- 0.36 - 0.40
- 0.32 - 0.36
- 0.28 - 0.32
- 0.24 - 0.28
- 0.20 - 0.24
- 0.16 - 0.20
- 0.12 - 0.16
- 0.08 - 0.12
- 0.04 - 0.08
- 0.00 - 0.04
- -0.04 - 0.00
- -0.08 - -0.04
- -0.12 - -0.08
- -0.16 - -0.12
- Below -0.16
- Undefined Va

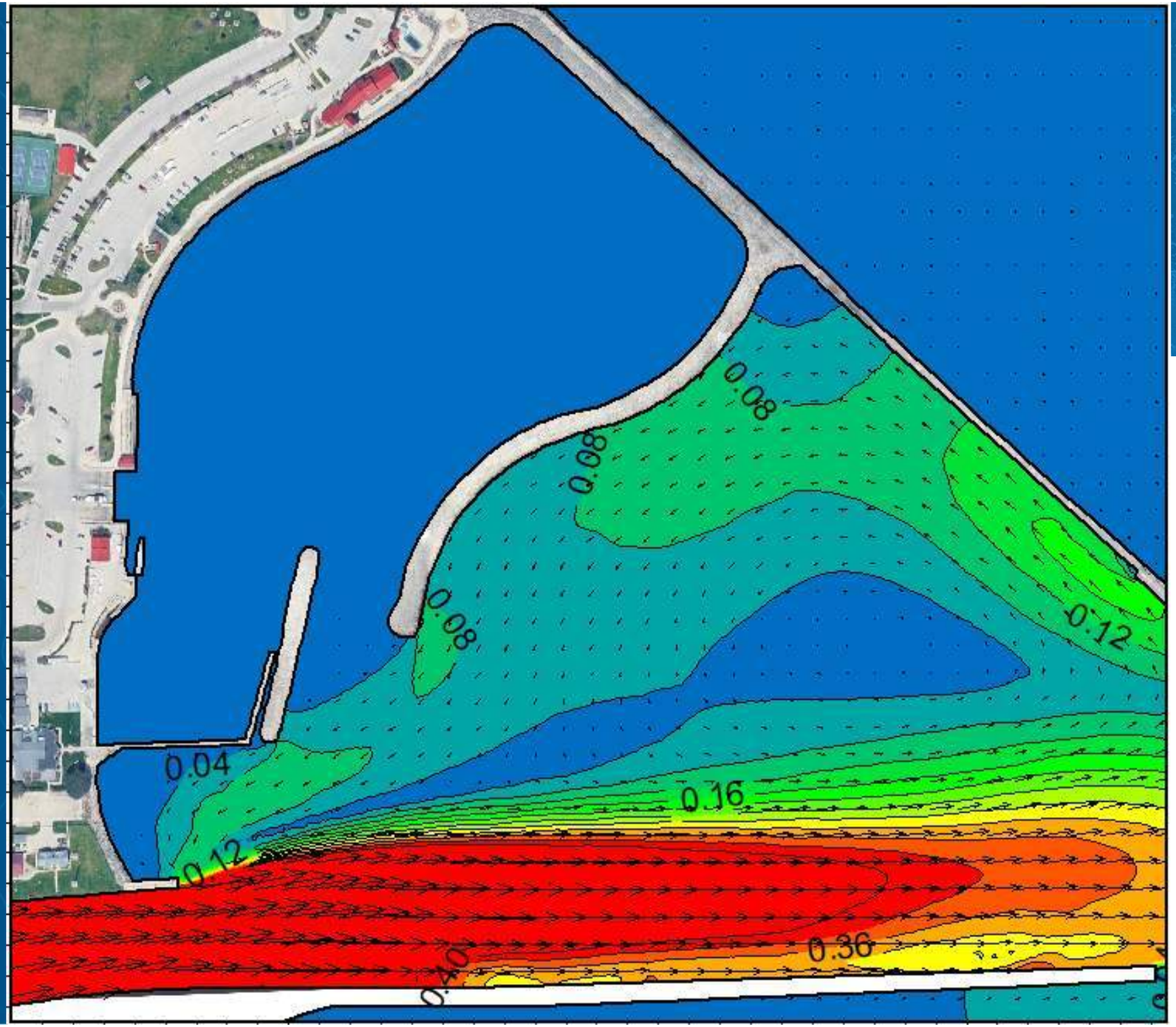
Spring Flow



Current speed [m/s]

- Above 0.40
- 0.36 - 0.40
- 0.32 - 0.36
- 0.28 - 0.32
- 0.24 - 0.28
- 0.20 - 0.24
- 0.16 - 0.20
- 0.12 - 0.16
- 0.08 - 0.12
- 0.04 - 0.08
- 0.00 - 0.04
- -0.04 - 0.00
- -0.08 - -0.04
- -0.12 - -0.08
- -0.16 - -0.12
- Below -0.16
- Undefined Va

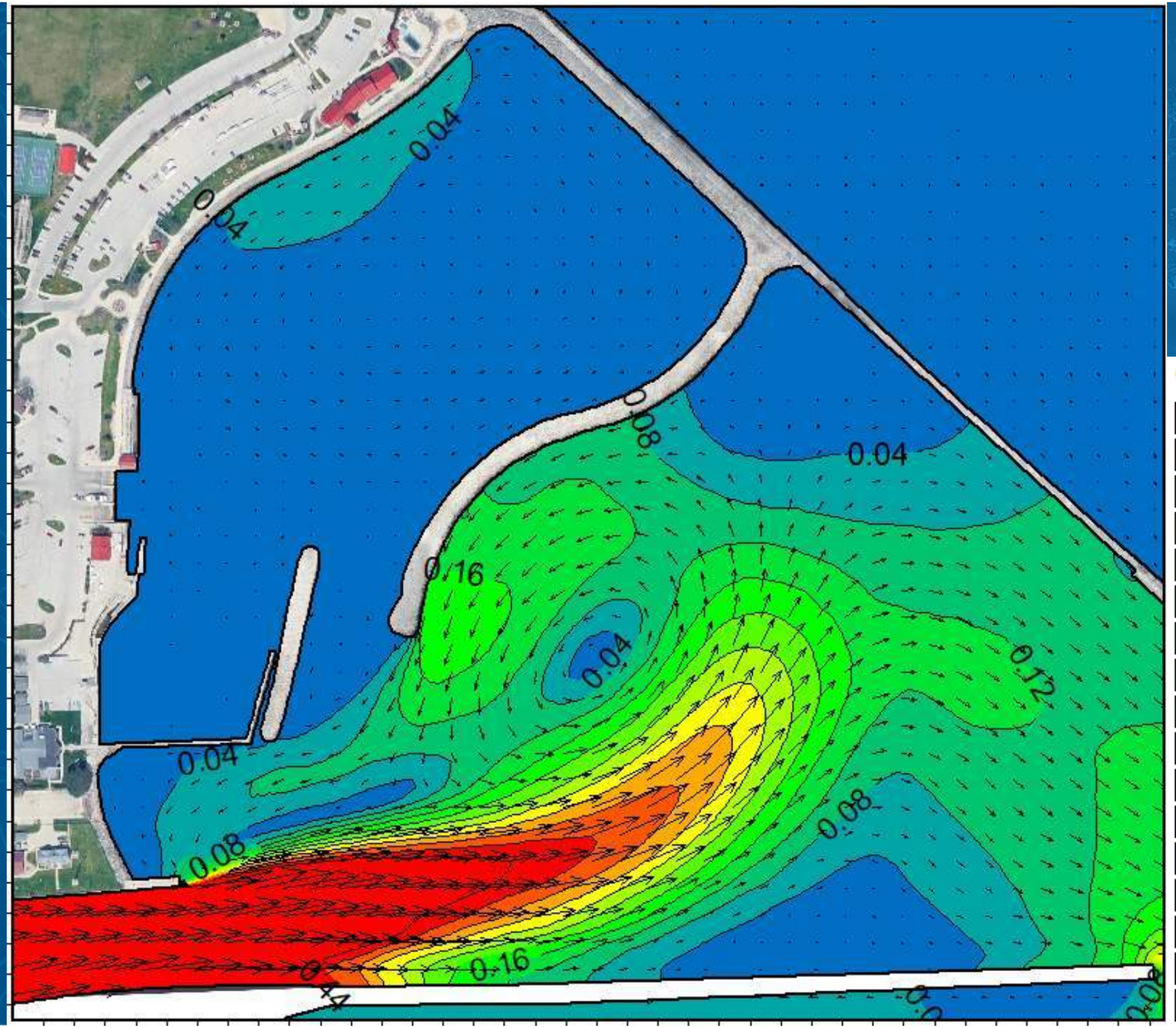
Extreme Flow



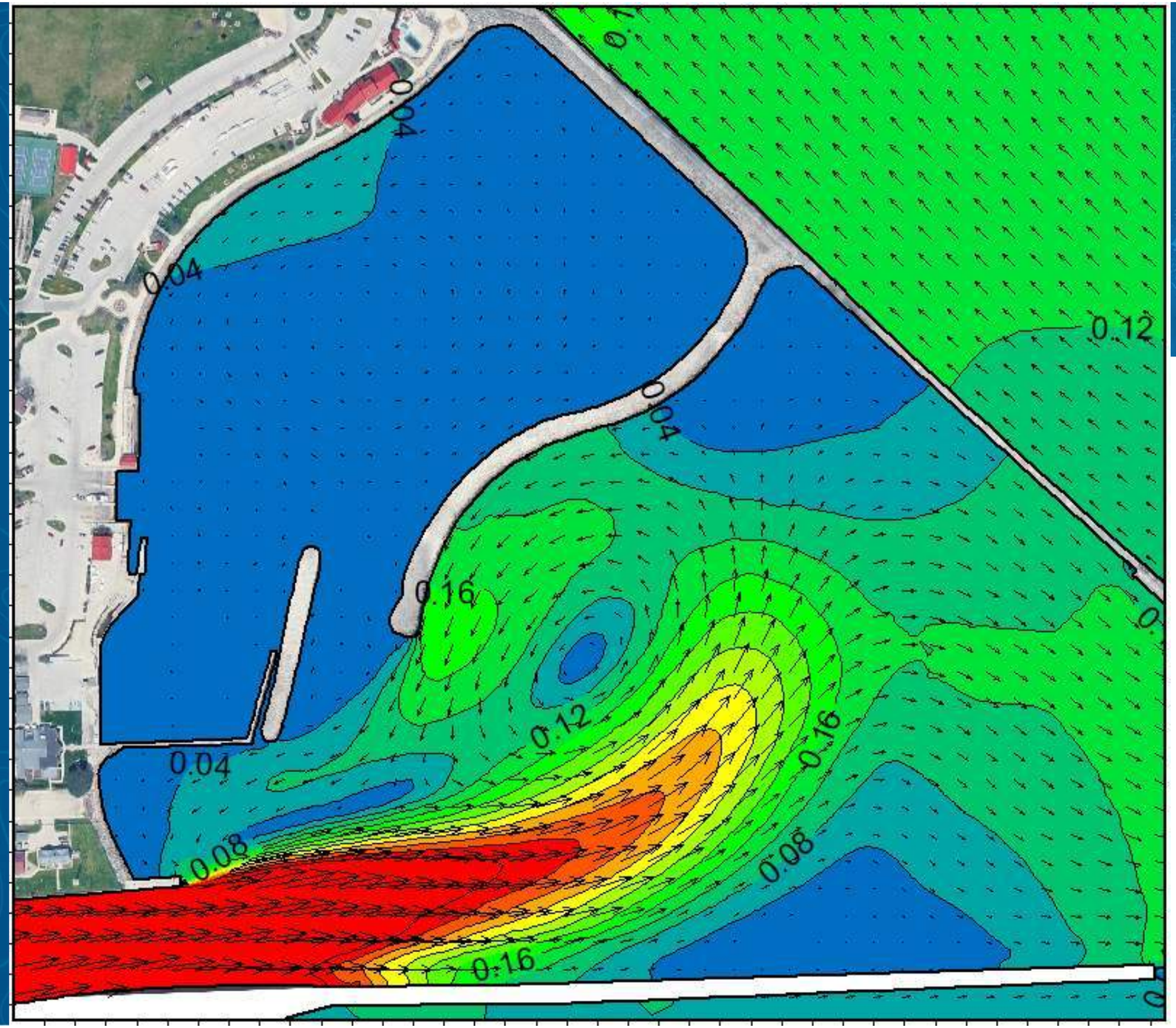
Current speed [m/s]

- Above 0.40
- 0.36 - 0.40
- 0.32 - 0.36
- 0.28 - 0.32
- 0.24 - 0.28
- 0.20 - 0.24
- 0.16 - 0.20
- 0.12 - 0.16
- 0.08 - 0.12
- 0.04 - 0.08
- 0.00 - 0.04
- -0.04 - 0.00
- -0.08 - -0.04
- -0.12 - -0.08
- -0.16 - -0.12
- Below -0.16
- Undefined Va

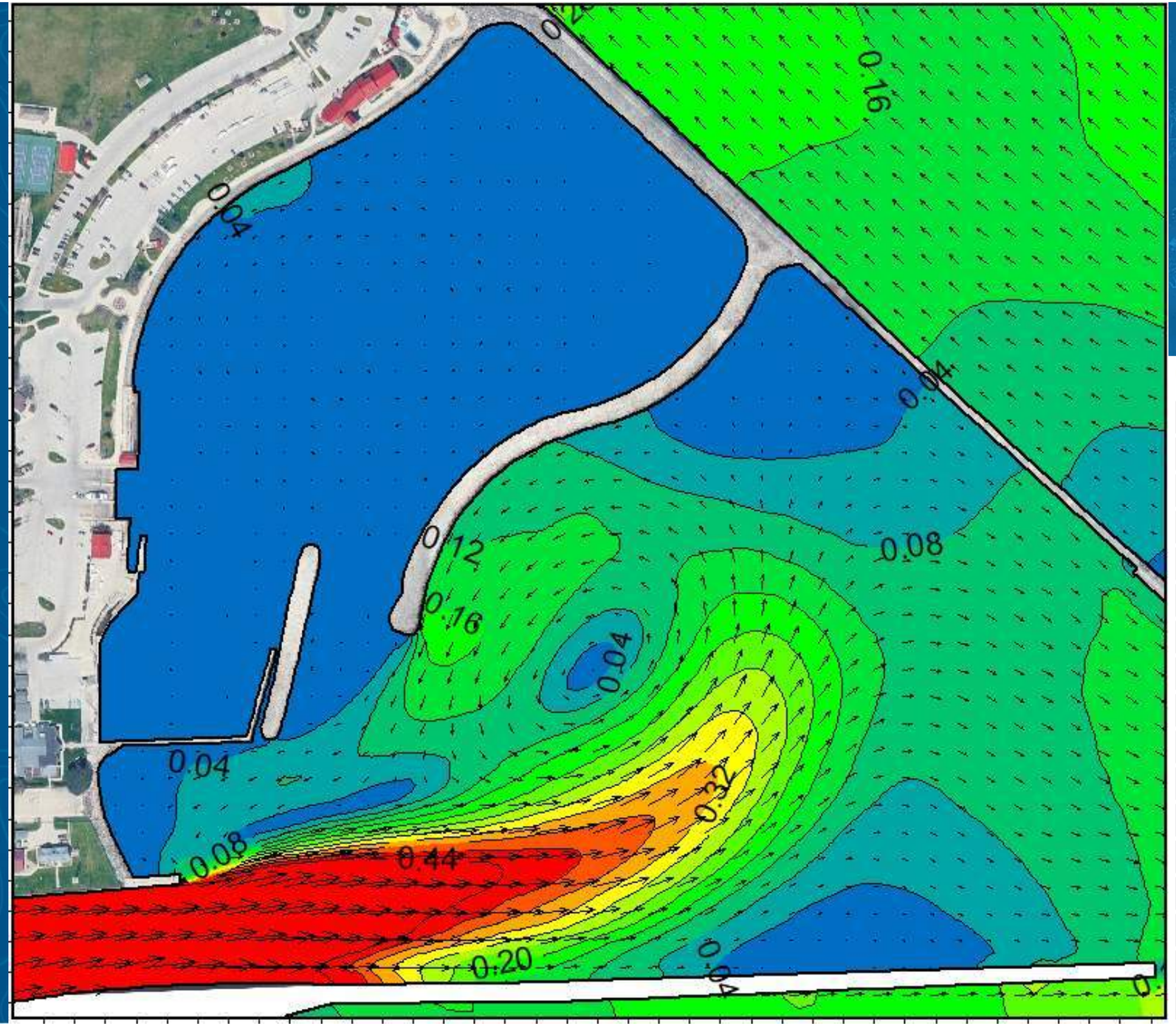
Combined Flow: E 25 yrs Moderate Flow



Combined Flow: SE Wind 25 yrs Moderate Flow



Combined Flow: SSE Wind 25 yrs Moderate Flow

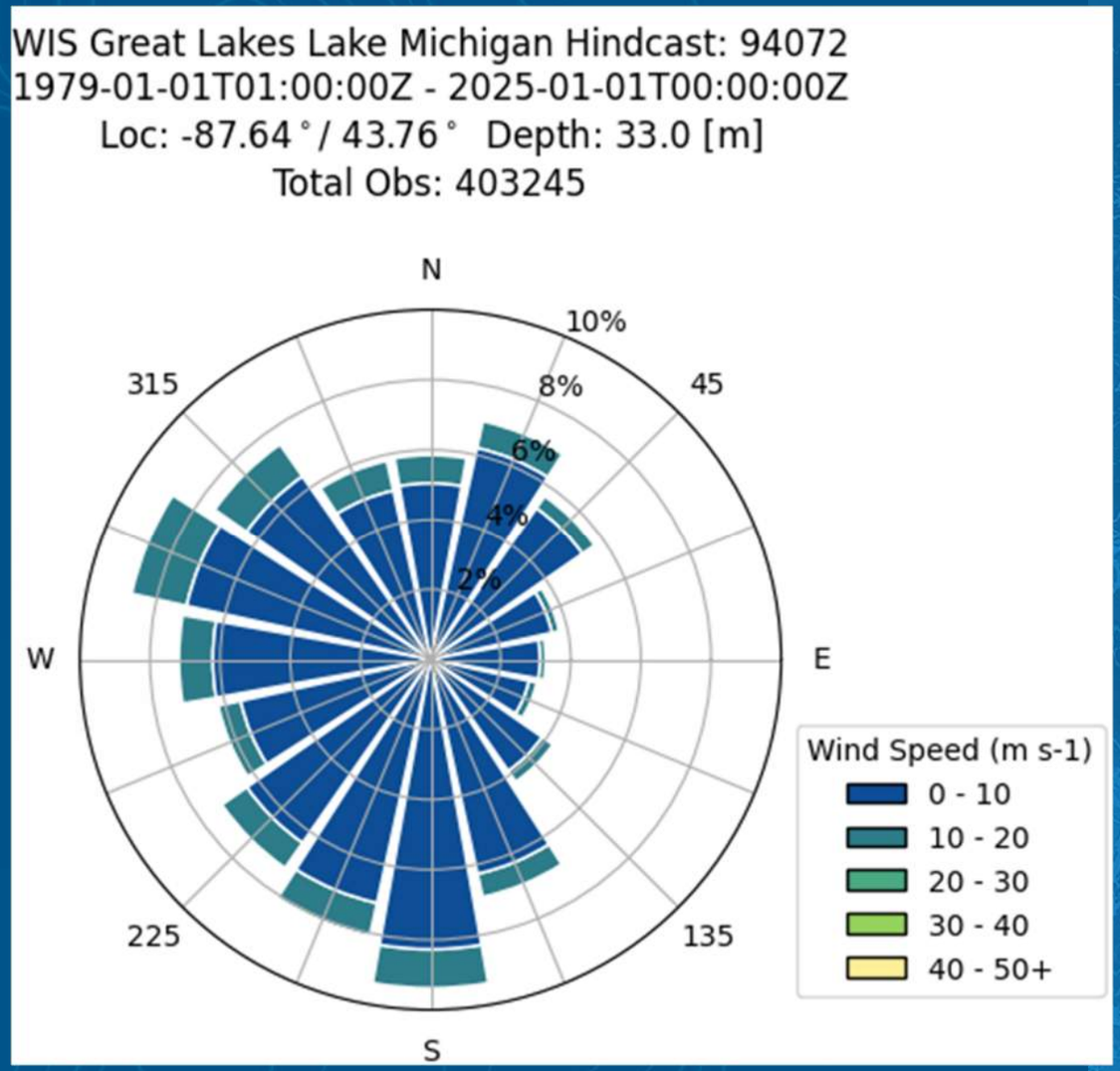


Current speed [m/s]

- Above 0.40
- 0.36 - 0.40
- 0.32 - 0.36
- 0.28 - 0.32
- 0.24 - 0.28
- 0.20 - 0.24
- 0.16 - 0.20
- 0.12 - 0.16
- 0.08 - 0.12
- 0.04 - 0.08
- 0.00 - 0.04
- -0.04 - 0.00
- -0.08 - -0.04
- -0.12 - -0.08
- -0.16 - -0.12
- Below -0.16
- Undefined value

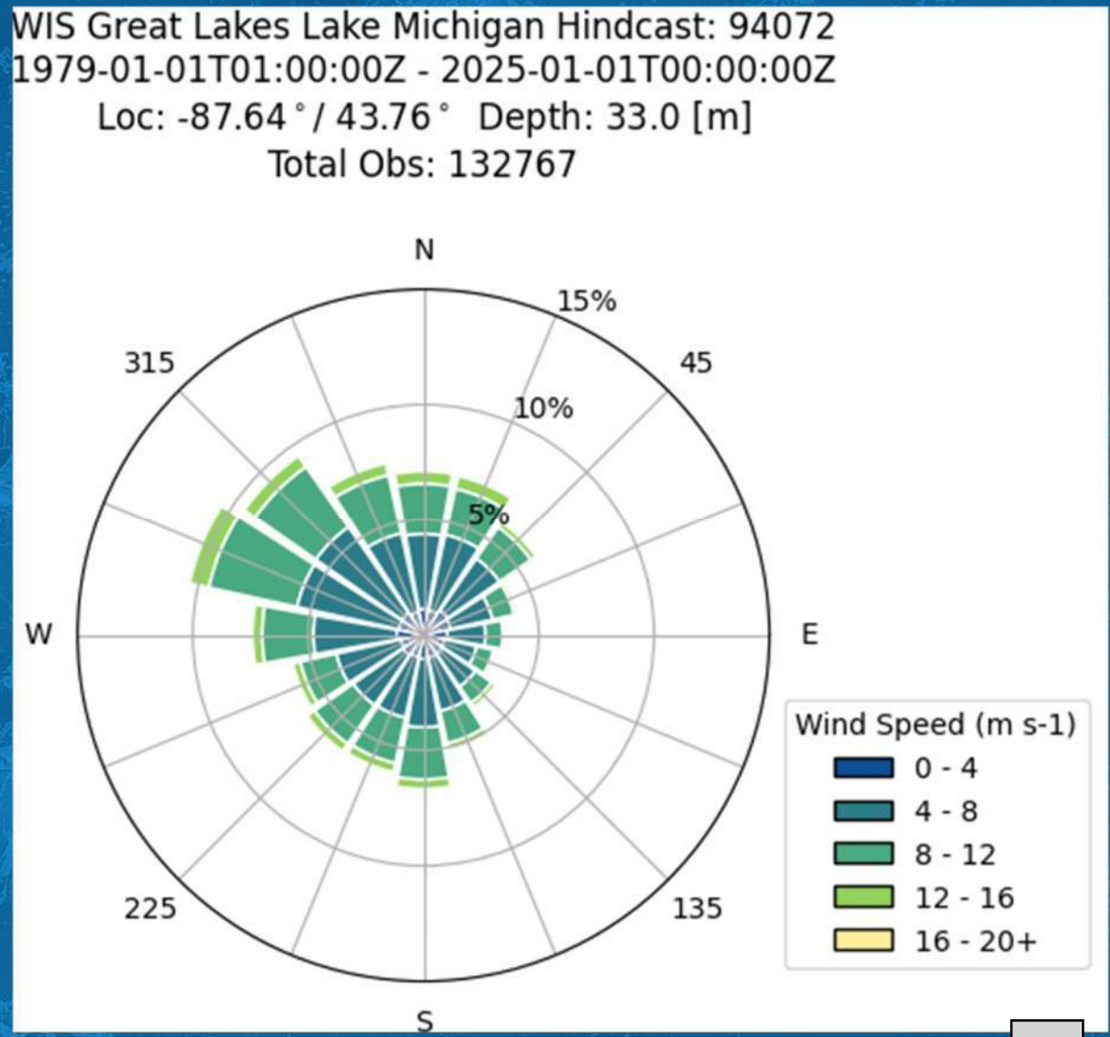
Wind Rose (All-year)

- Predominant wind directions come from the South and WNW sectors.

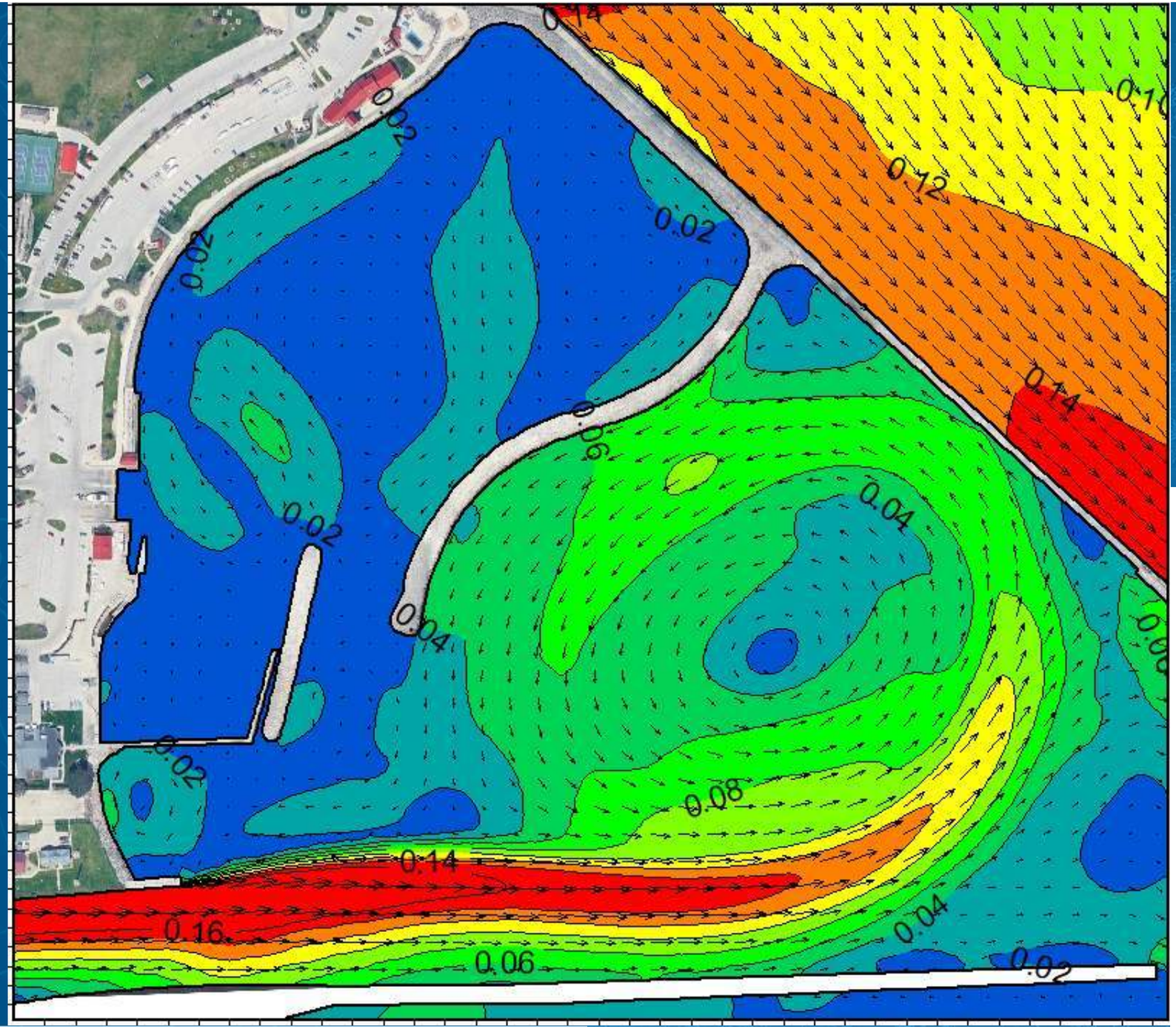


Wind Rose (Jan-April)

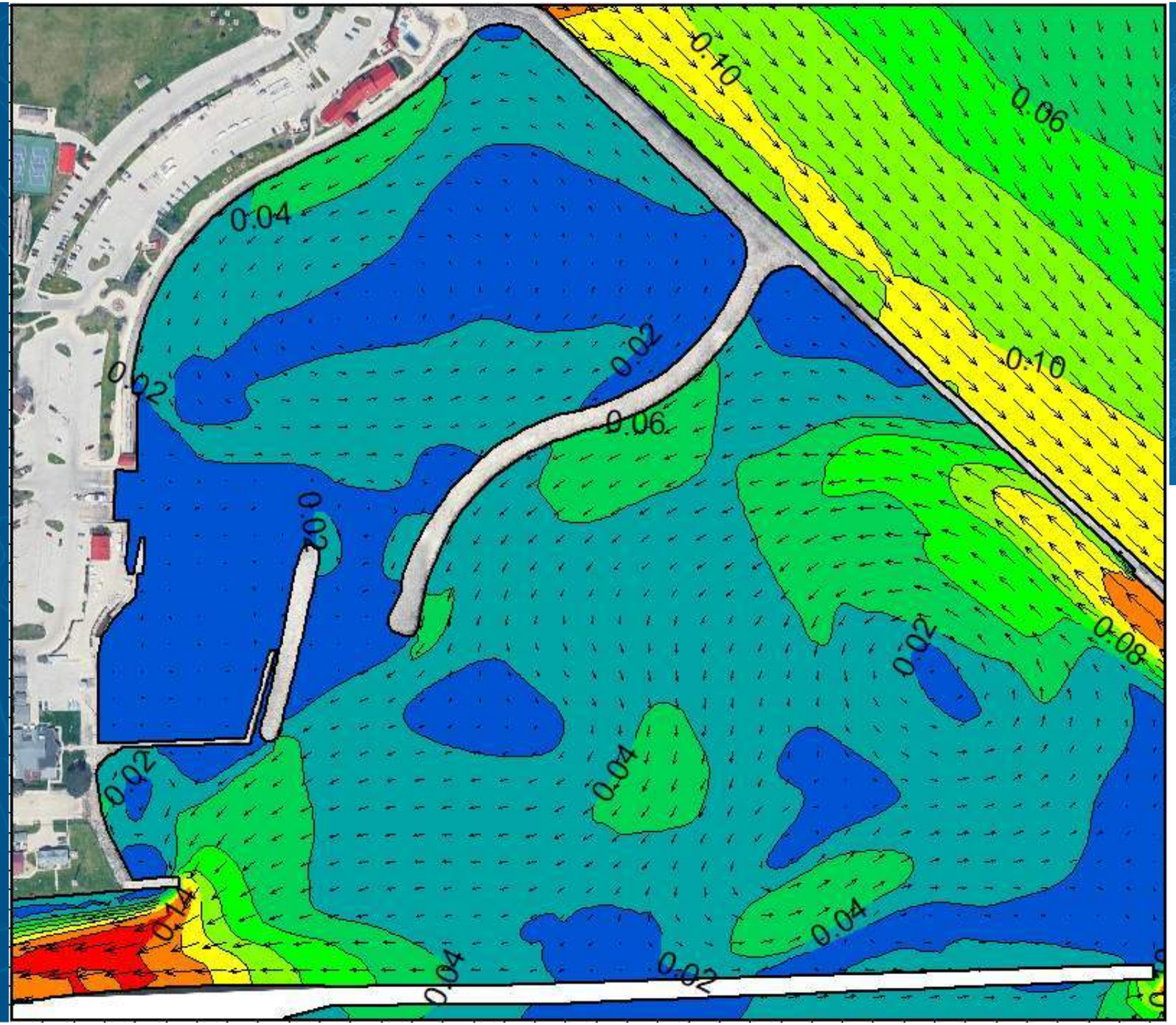
- Predominant wind directions come from the WNW and NW sectors.



- Existing Conditions explored wind only at first

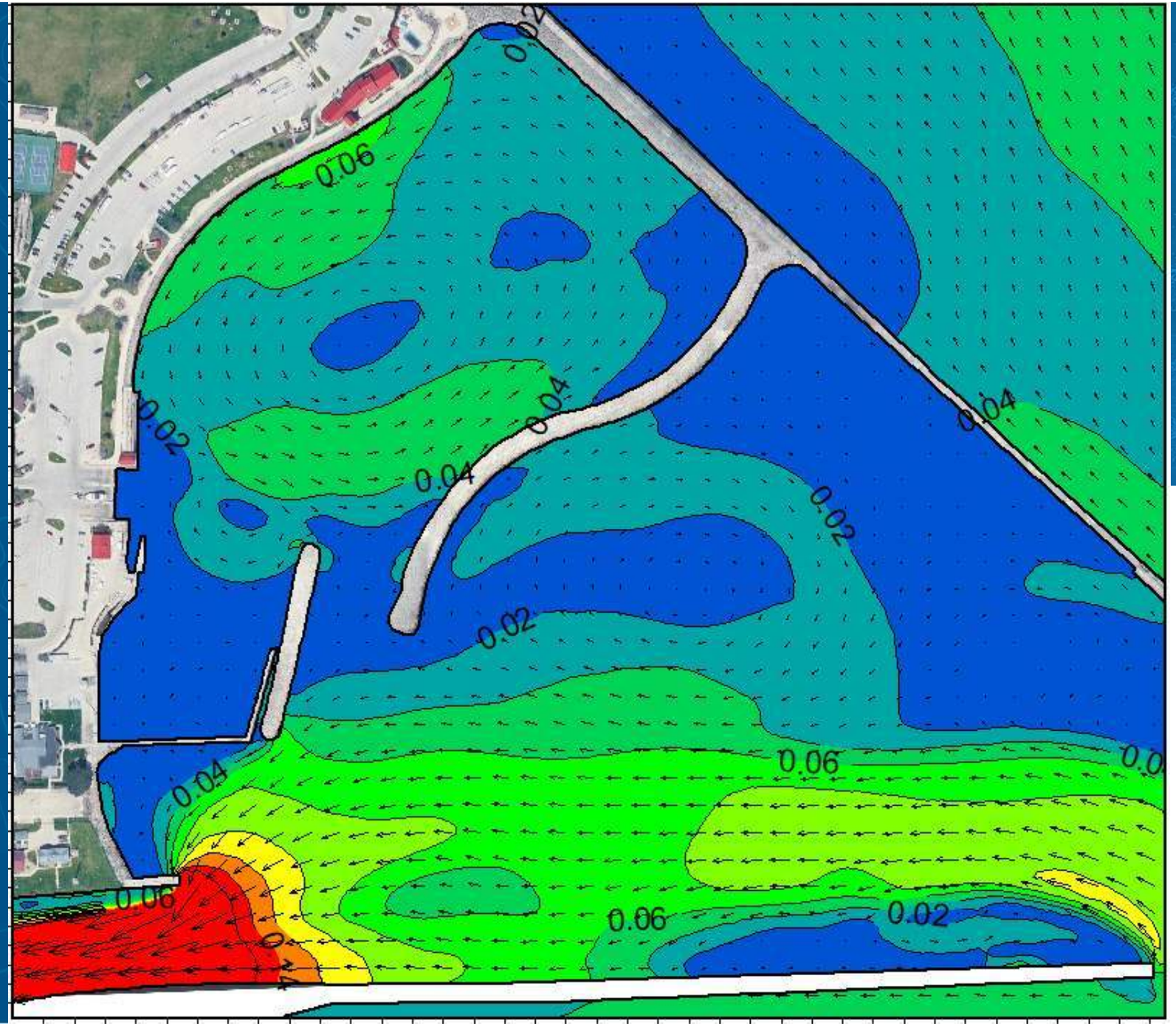


NE

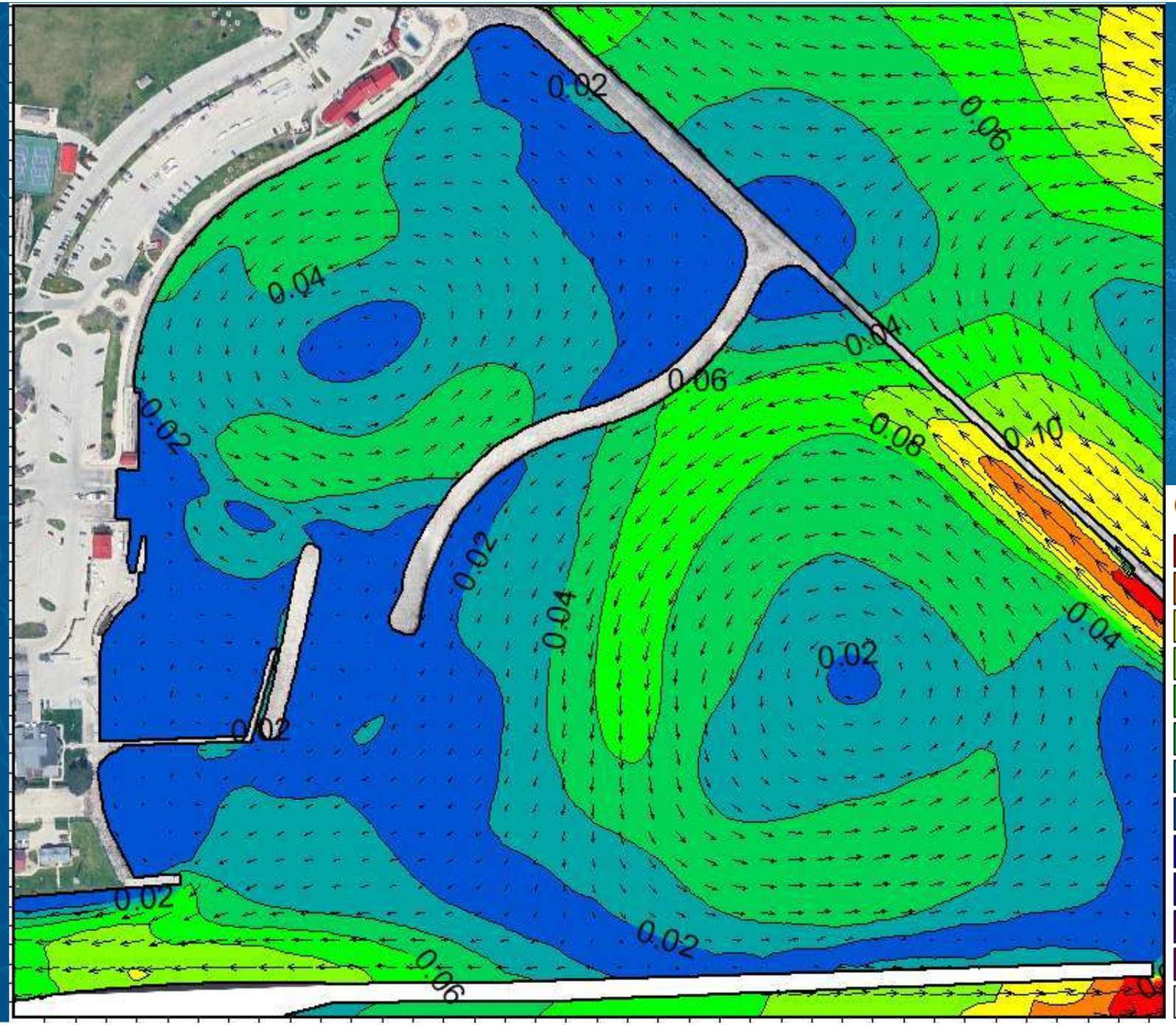


Current speed [m/s]

	Above 0.14
	0.12 - 0.14
	0.10 - 0.12
	0.08 - 0.10
	0.06 - 0.08
	0.04 - 0.06
	0.02 - 0.04
	0.00 - 0.02
	-0.02 - 0.00
	-0.04 - -0.02
	-0.06 - -0.04
	Below -0.06
	Undefined Value


E
0.06
0.02
0.04
0.04
0.02
0.04
0.02
0.04
0.06
0.06
0.06
0.02
Current speed [m/s]
Above 0.14
0.12 - 0.14
0.10 - 0.12
0.08 - 0.10
0.06 - 0.08
0.04 - 0.06
0.02 - 0.04
0.00 - 0.02
-0.02 - 0.00
-0.04 - -0.02
-0.06 - -0.04
Below -0.06
Undefined Value

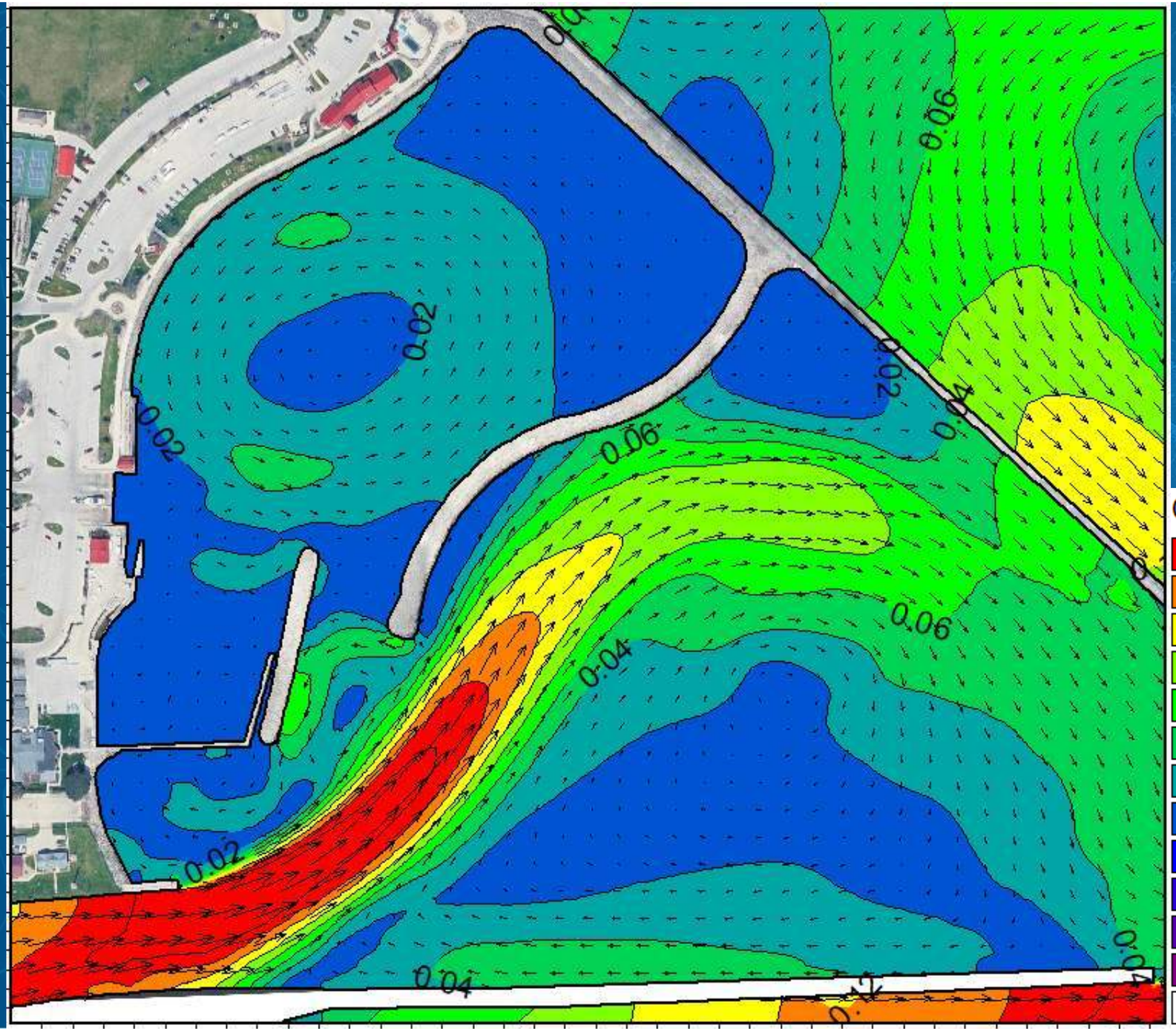
SE



Current speed [m/s]

	Above 0.14
	0.12 - 0.14
	0.10 - 0.12
	0.08 - 0.10
	0.06 - 0.08
	0.04 - 0.06
	0.02 - 0.04
	0.00 - 0.02
	-0.02 - 0.00
	-0.04 - -0.02
	-0.06 - -0.04
	Below -0.06
	Undefined value

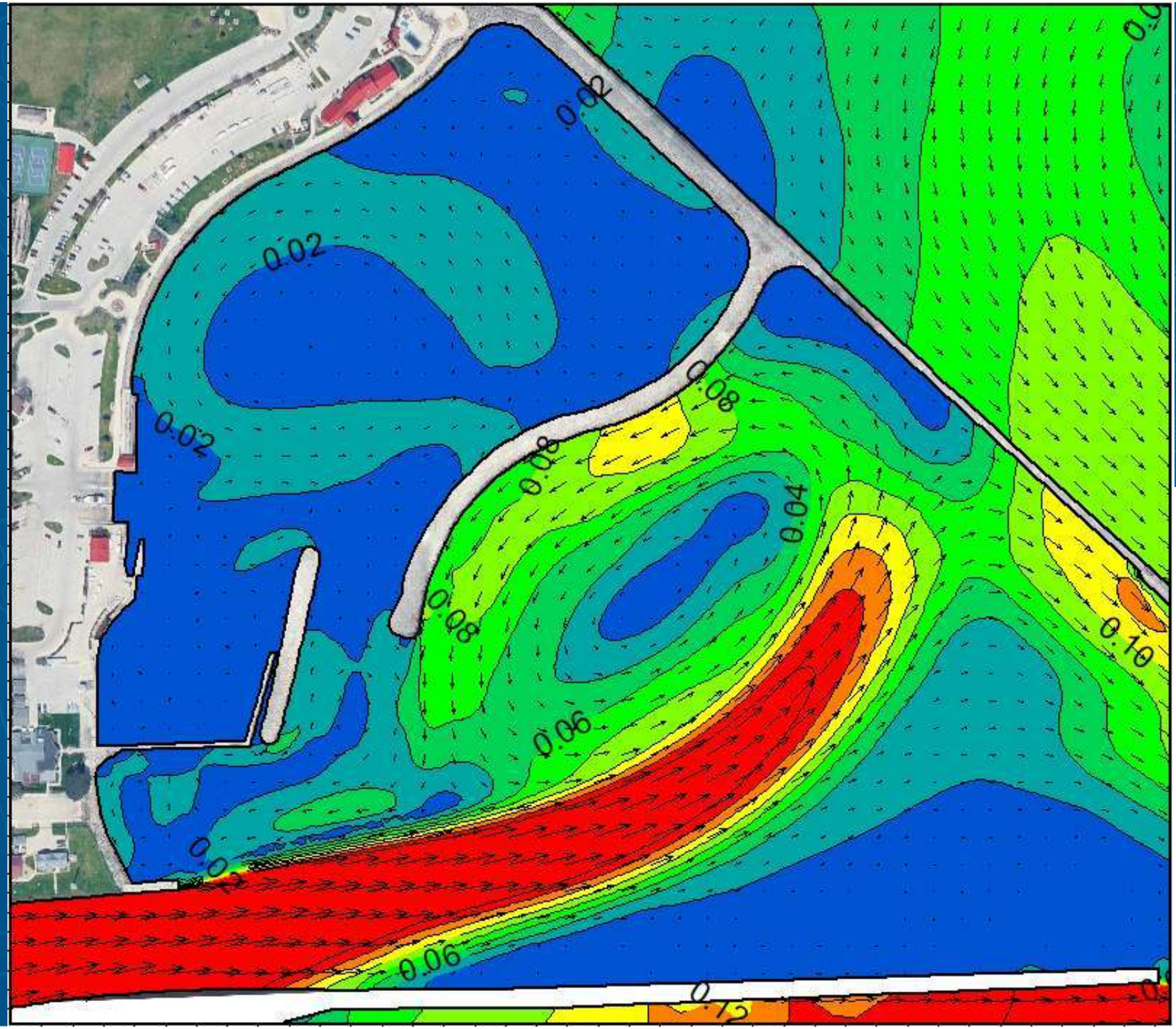
SSE



Current speed [m/s]

Above	0.14
0.12 -	0.14
0.10 -	0.12
0.08 -	0.10
0.06 -	0.08
0.04 -	0.06
0.02 -	0.04
0.00 -	0.02
-0.02 -	0.00
-0.04 -	-0.02
-0.06 -	-0.04
Below	-0.06
Undefined	value

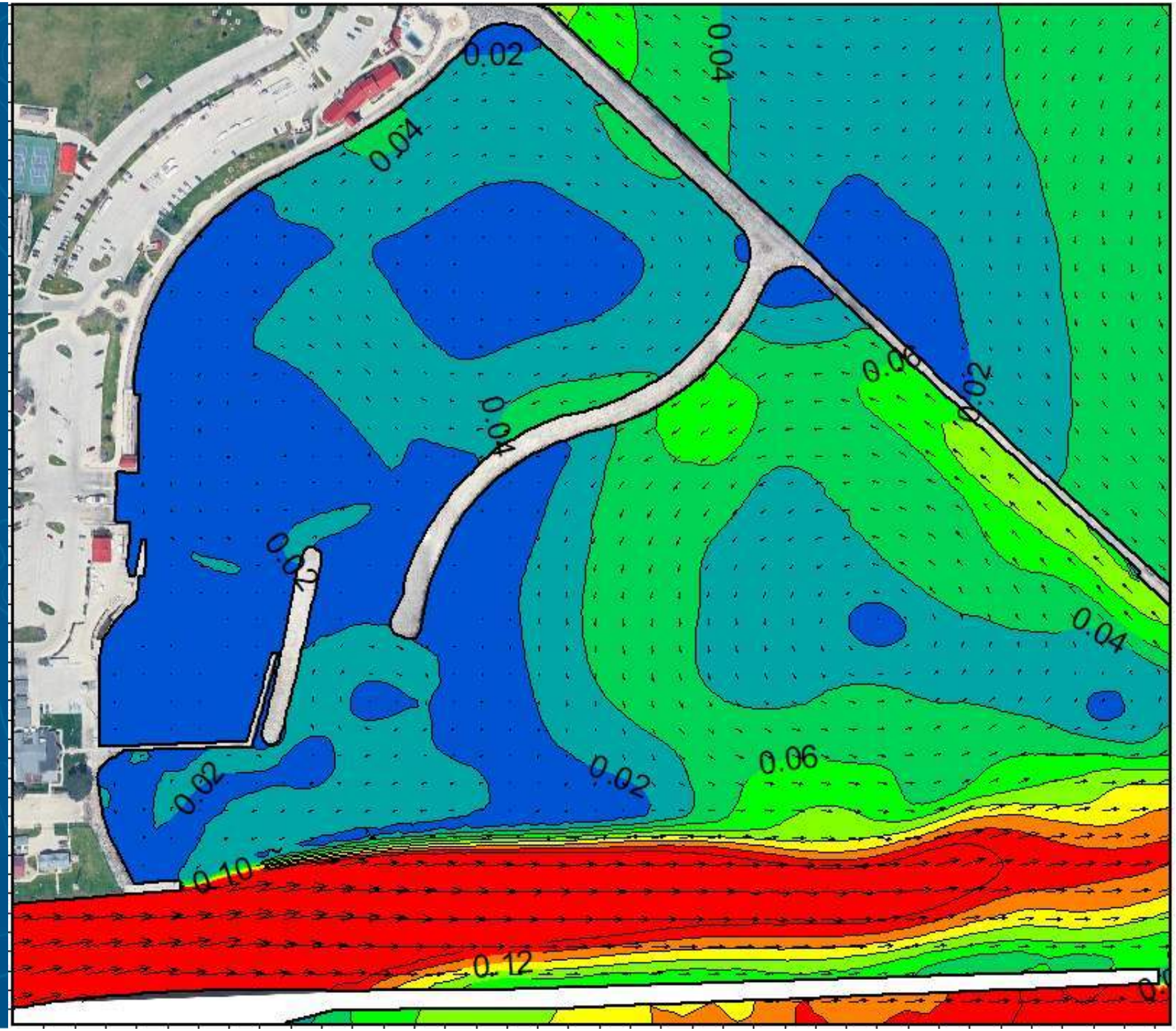
S



Current speed [m/s]

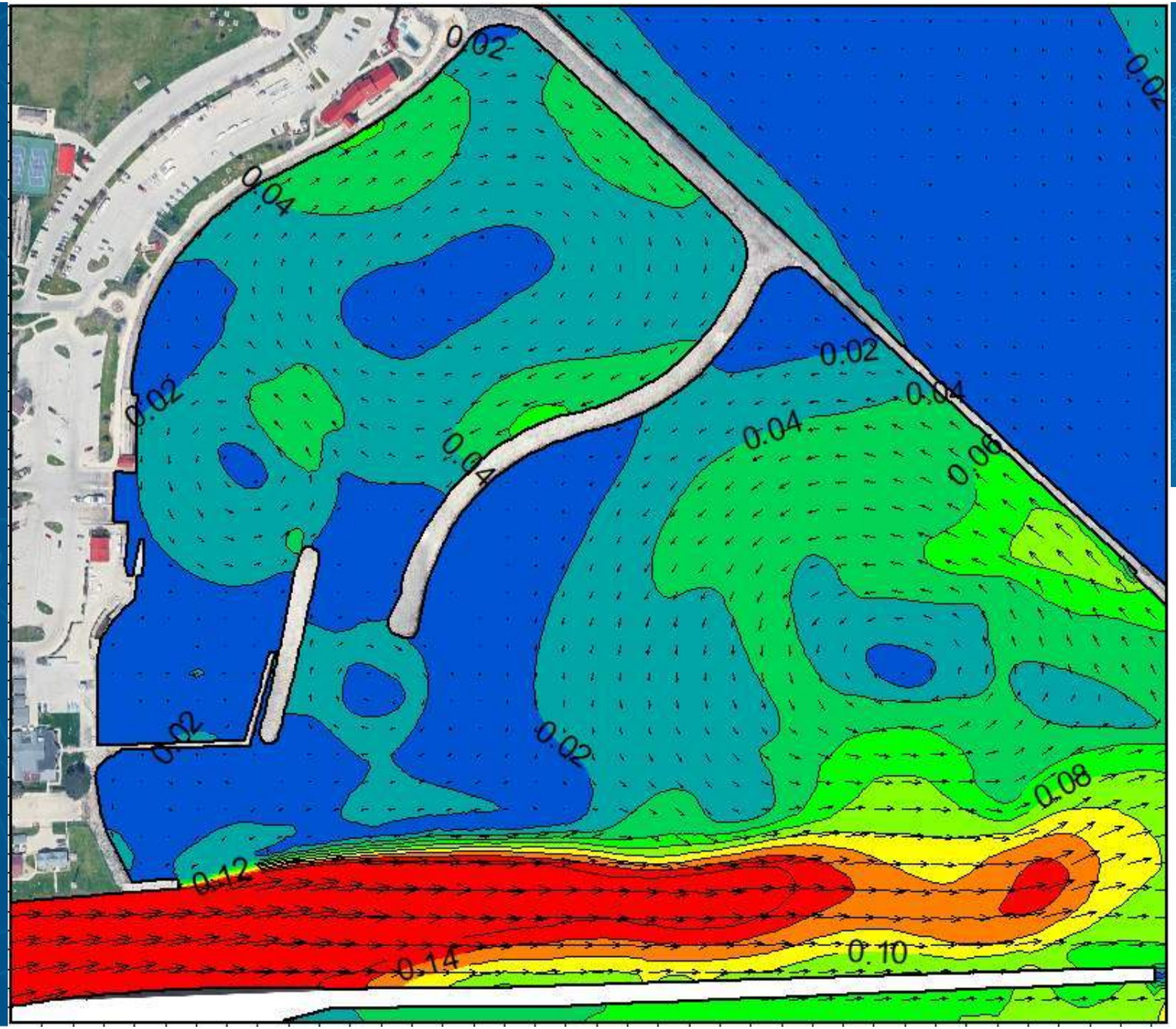
Above	0.14
0.12 -	0.14
0.10 -	0.12
0.08 -	0.10
0.06 -	0.08
0.04 -	0.06
0.02 -	0.04
0.00 -	0.02
-0.02 -	0.00
-0.04 -	-0.02
-0.06 -	-0.04
Below	-0.06
Undefined	ue

SW

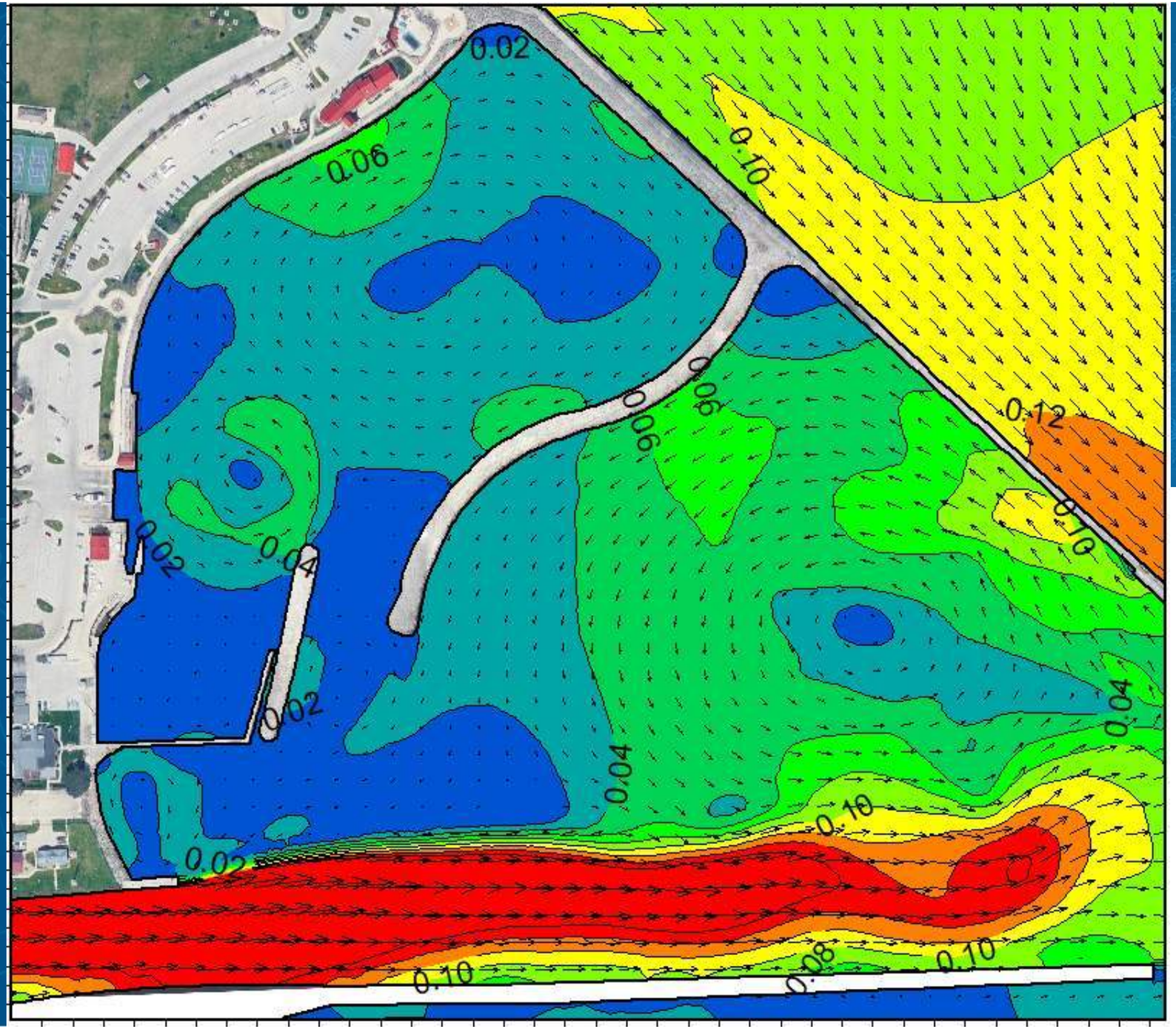


Current speed [m/s]

- Above 0.14
- 0.12 - 0.14
- 0.10 - 0.12
- 0.08 - 0.10
- 0.06 - 0.08
- 0.04 - 0.06
- 0.02 - 0.04
- 0.00 - 0.02
- -0.02 - 0.00
- -0.04 - -0.02
- -0.06 - -0.04
- Below -0.06
- Undefined value


W
Current speed [m/s]
Above 0.14
0.12 - 0.14
0.10 - 0.12
0.08 - 0.10
0.06 - 0.08
0.04 - 0.06
0.02 - 0.04
0.00 - 0.02
-0.02 - 0.00
-0.04 - -0.02
-0.06 - -0.04
Below -0.06
Undefined value
0.02
0.04
0.06
0.08
0.10
0.12
0.14

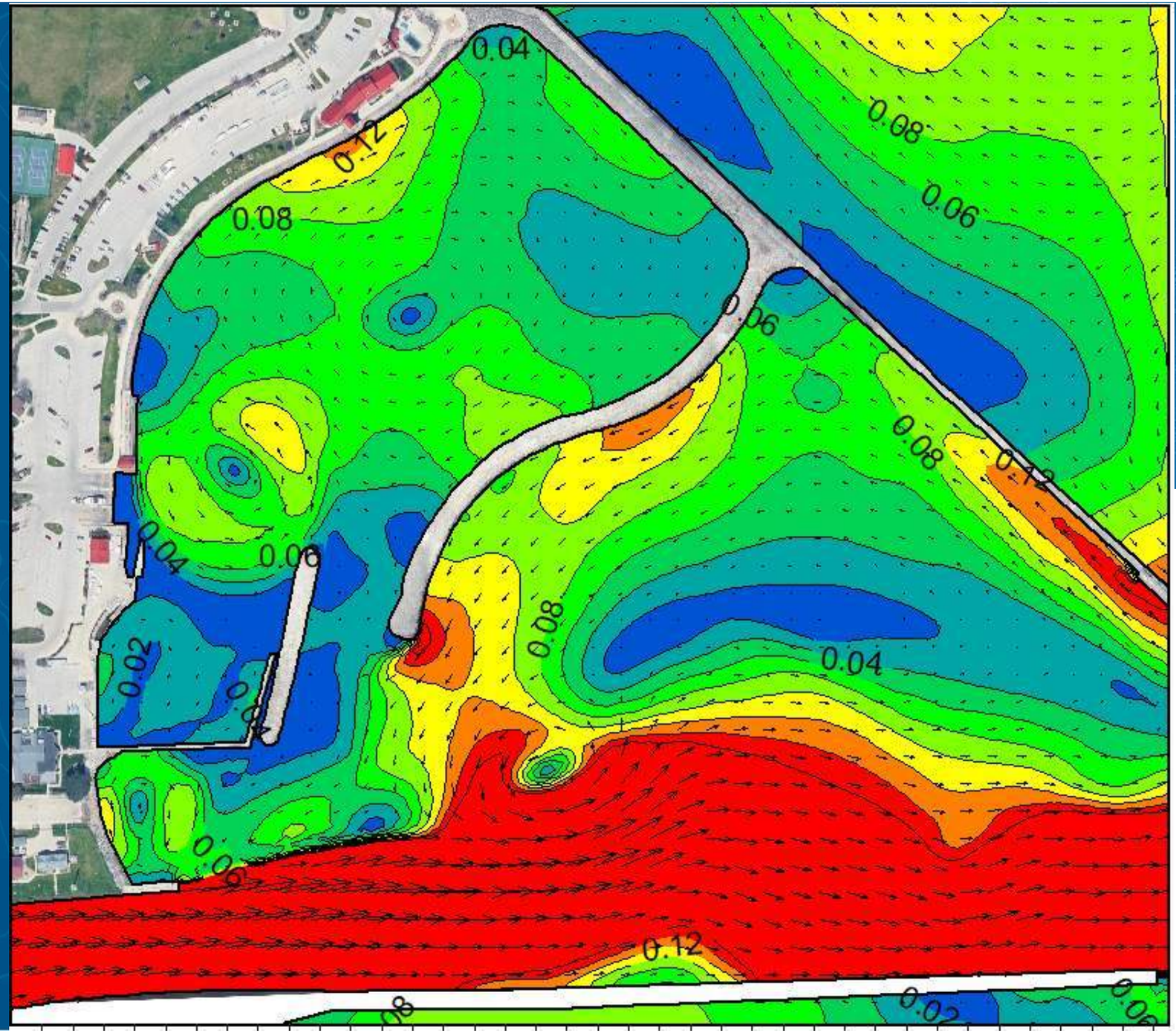
NW



Current speed [m/s]

	Above 0.14
	0.12 - 0.14
	0.10 - 0.12
	0.08 - 0.10
	0.06 - 0.08
	0.04 - 0.06
	0.02 - 0.04
	0.00 - 0.02
	-0.02 - 0.00
	-0.04 - -0.02
	-0.06 - -0.04
	Below -0.06
	Undefined value

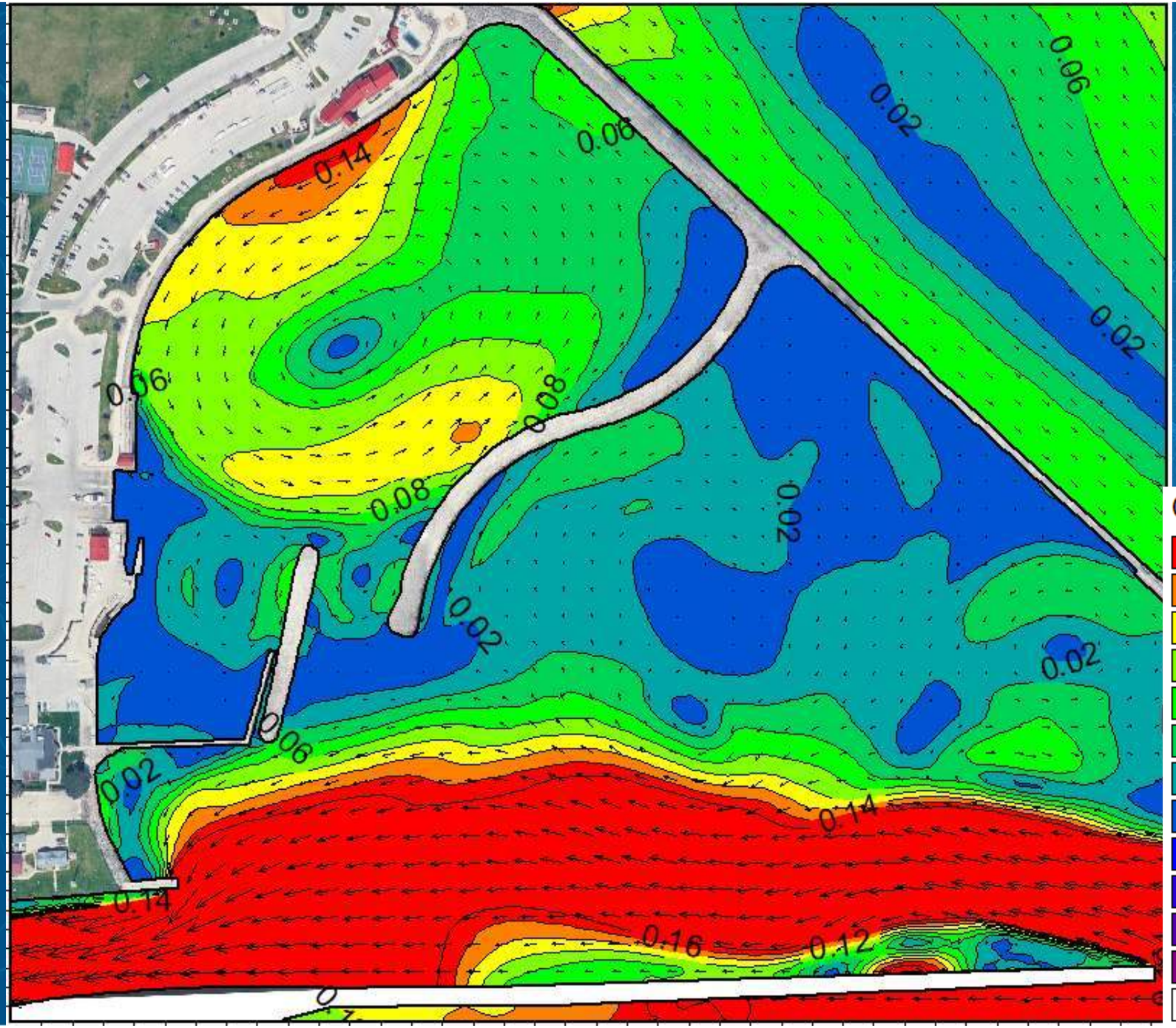
NNW Extreme



Current speed [m/s]

- Above 0.14
- 0.12 - 0.14
- 0.10 - 0.12
- 0.08 - 0.10
- 0.06 - 0.08
- 0.04 - 0.06
- 0.02 - 0.04
- 0.00 - 0.02
- -0.02 - 0.00
- -0.04 - -0.02
- -0.06 - -0.04
- Below -0.06
- Undefined value

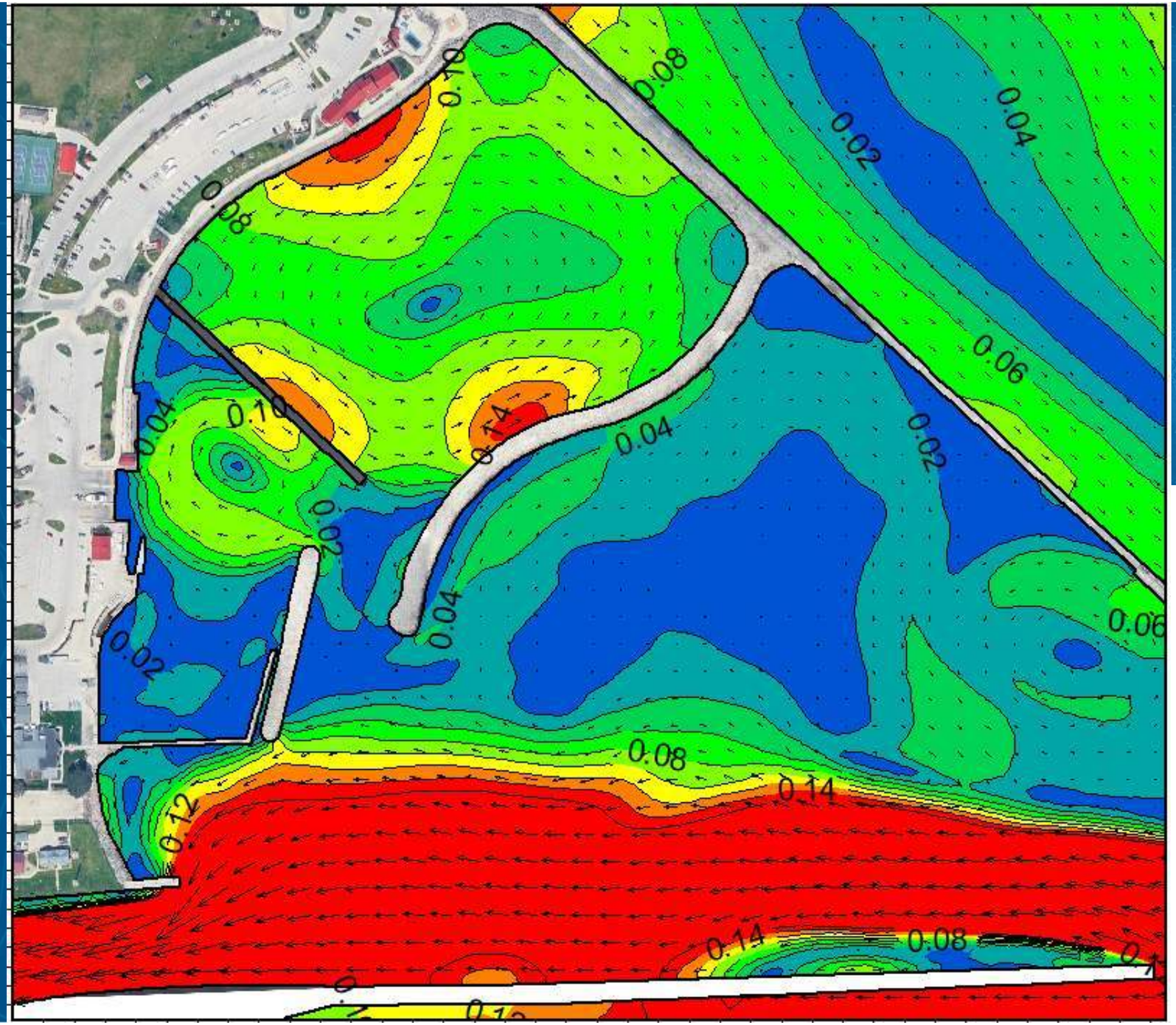
E Extreme



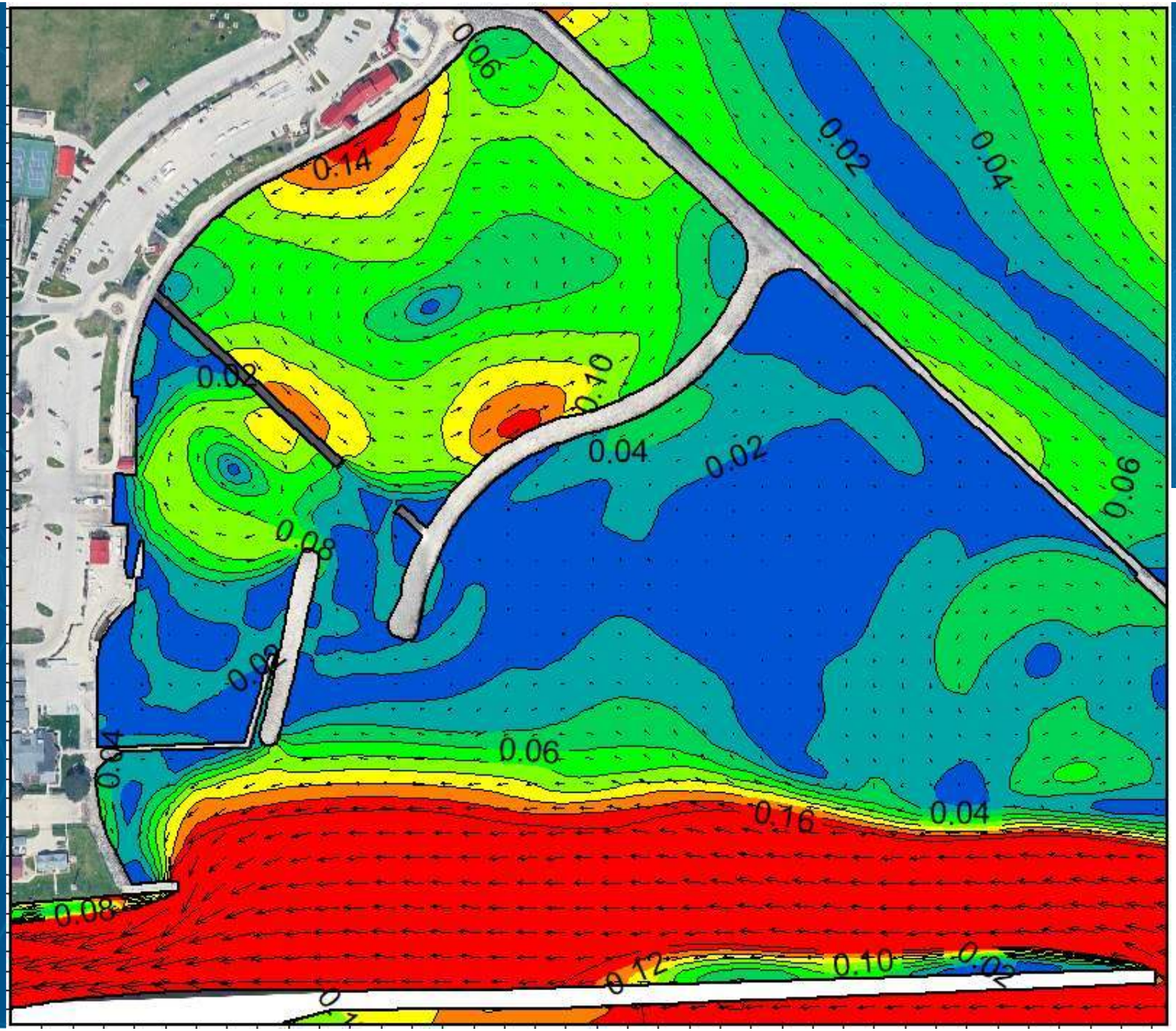
Current speed [m/s]

- Above 0.14
- 0.12 - 0.14
- 0.10 - 0.12
- 0.08 - 0.10
- 0.06 - 0.08
- 0.04 - 0.06
- 0.02 - 0.04
- 0.00 - 0.02
- -0.02 - 0.00
- -0.04 - -0.02
- -0.06 - -0.04
- Below -0.06
- Undefined value

E Extreme Concept A



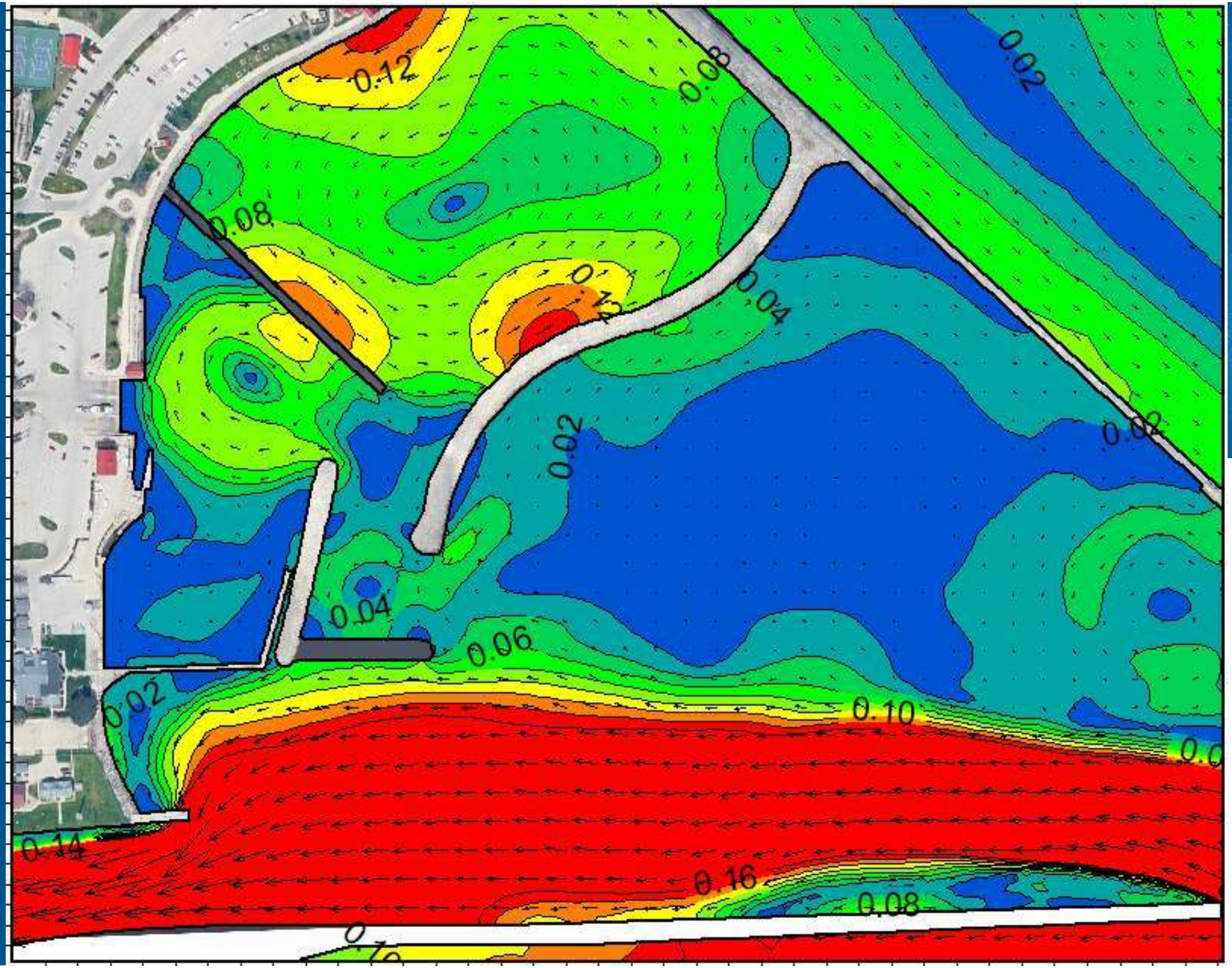
E Extreme Concept B



Current speed [m/s]

	Above 0.14
	0.12 - 0.14
	0.10 - 0.12
	0.08 - 0.10
	0.06 - 0.08
	0.04 - 0.06
	0.02 - 0.04
	0.00 - 0.02
	-0.02 - 0.00
	-0.04 - -0.02
	-0.06 - -0.04
	Below -0.06
	Undefined Value

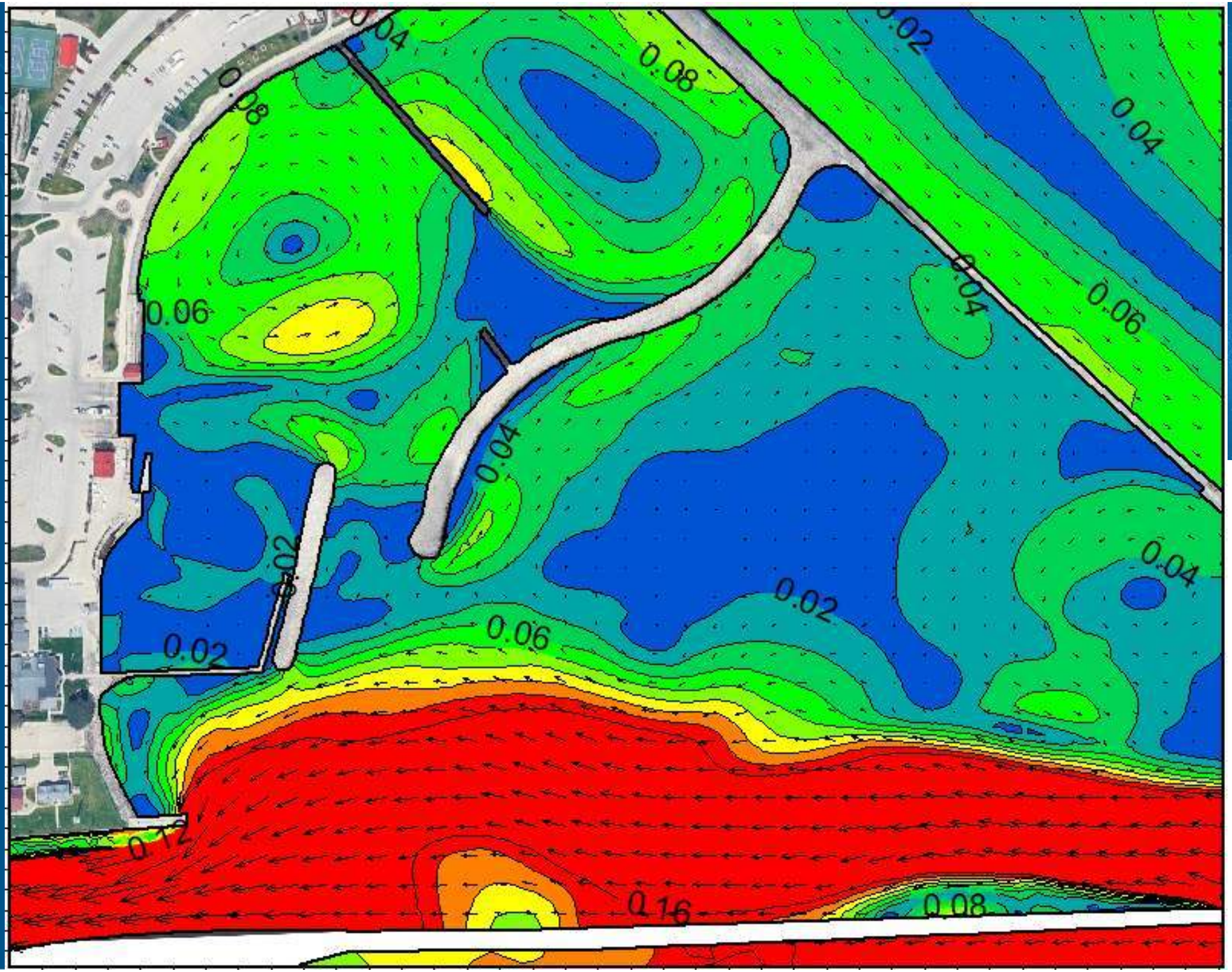
E Extreme Concept C



Current speed [m/s]

- Above 0.14
- 0.12 - 0.14
- 0.10 - 0.12
- 0.08 - 0.10
- 0.06 - 0.08
- 0.04 - 0.06
- 0.02 - 0.04
- 0.00 - 0.02
- -0.02 - 0.00
- -0.04 - -0.02
- -0.06 - -0.04
- Below -0.06
- Undefined Value

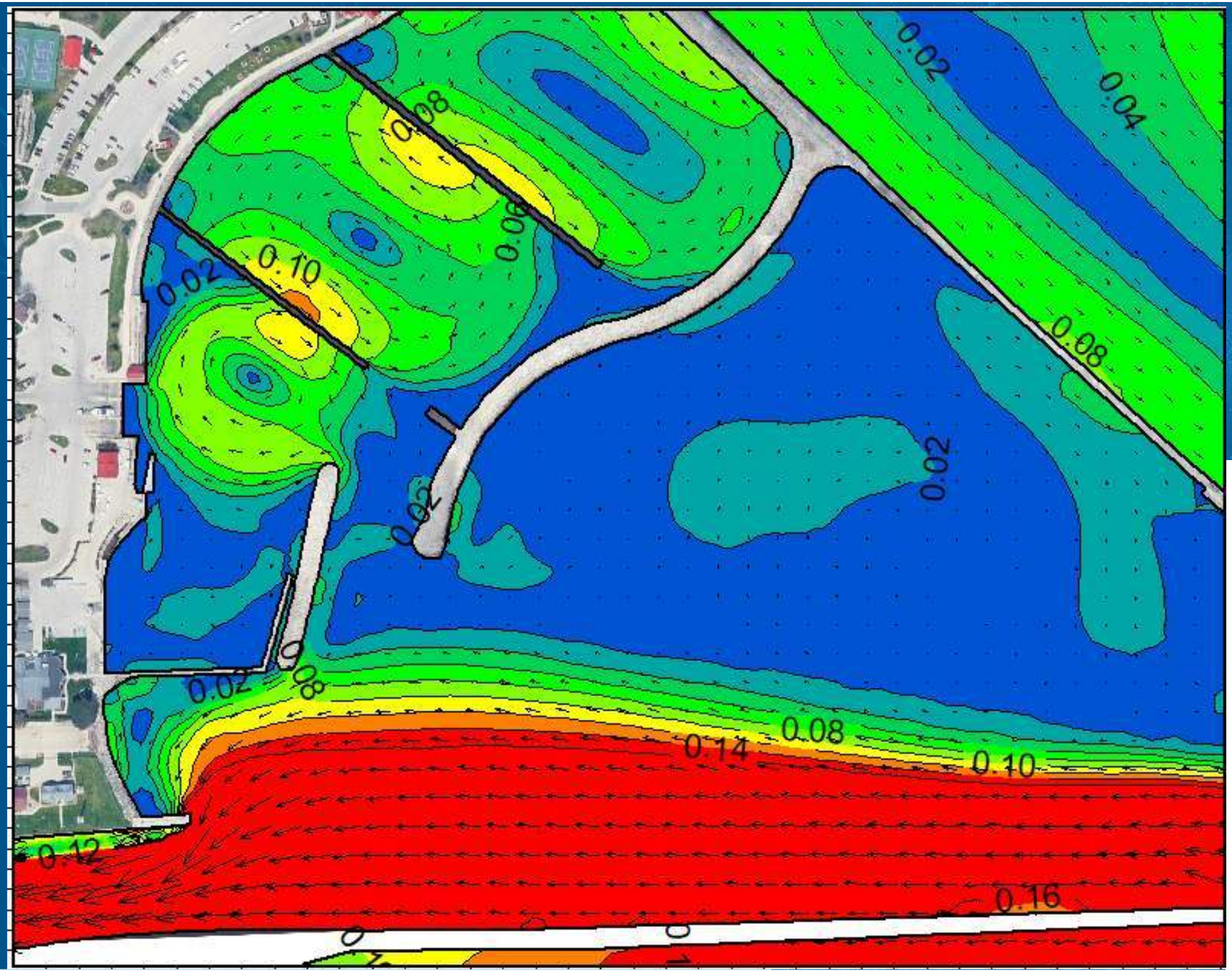
E Extreme Concept D



Current speed [m/s]

	Above 0.14
	0.12 - 0.14
	0.10 - 0.12
	0.08 - 0.10
	0.06 - 0.08
	0.04 - 0.06
	0.02 - 0.04
	0.00 - 0.02
	-0.02 - 0.00
	-0.04 - -0.02
	-0.06 - -0.04
	Below -0.06
	Undefined Value

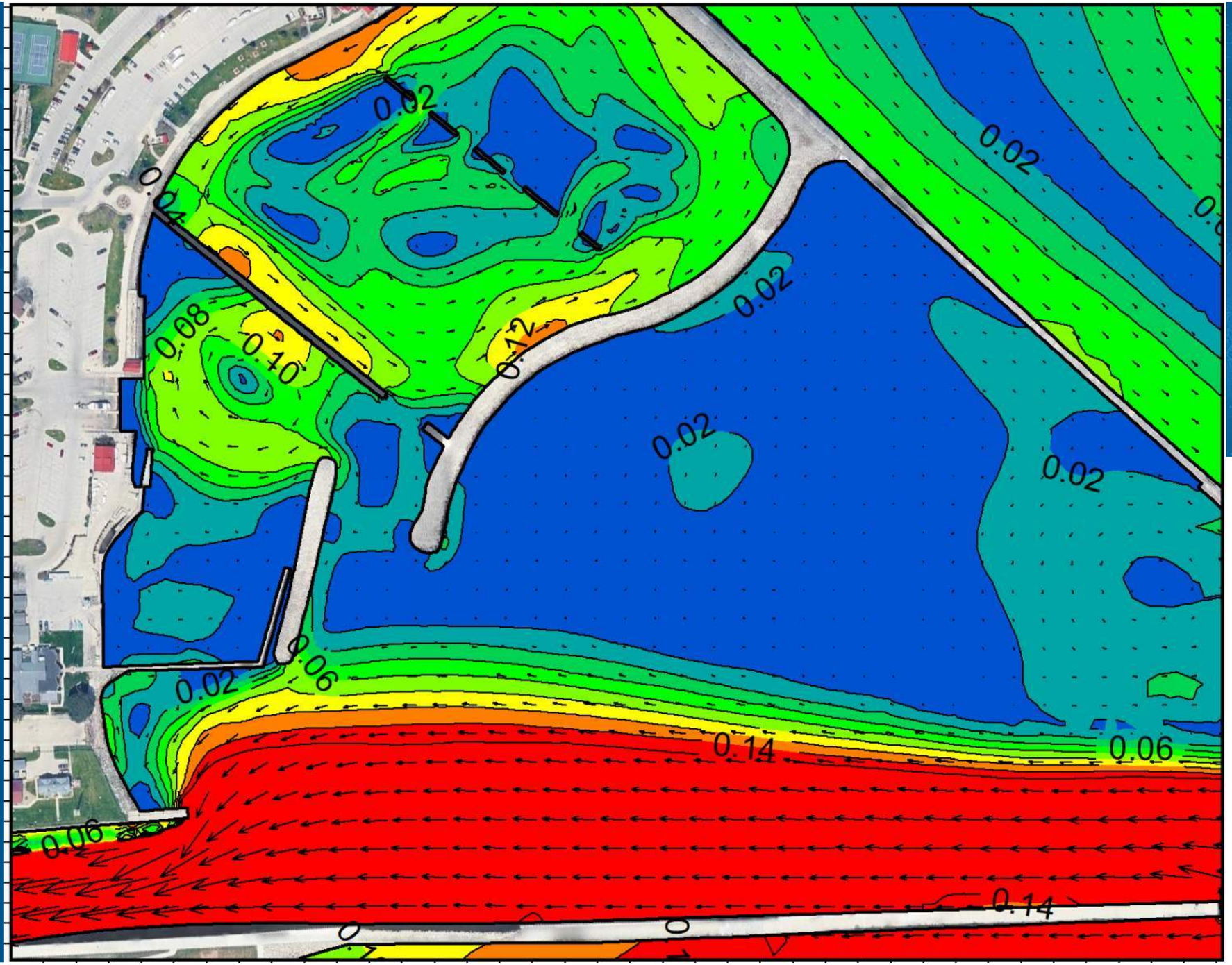
E Extreme Concept E



Current speed [m/s]

- Above 0.14
- 0.12 - 0.14
- 0.10 - 0.12
- 0.08 - 0.10
- 0.06 - 0.08
- 0.04 - 0.06
- 0.02 - 0.04
- 0.00 - 0.02
- -0.02 - 0.00
- -0.04 - -0.02
- -0.06 - -0.04
- Below -0.06
- Undefined Value

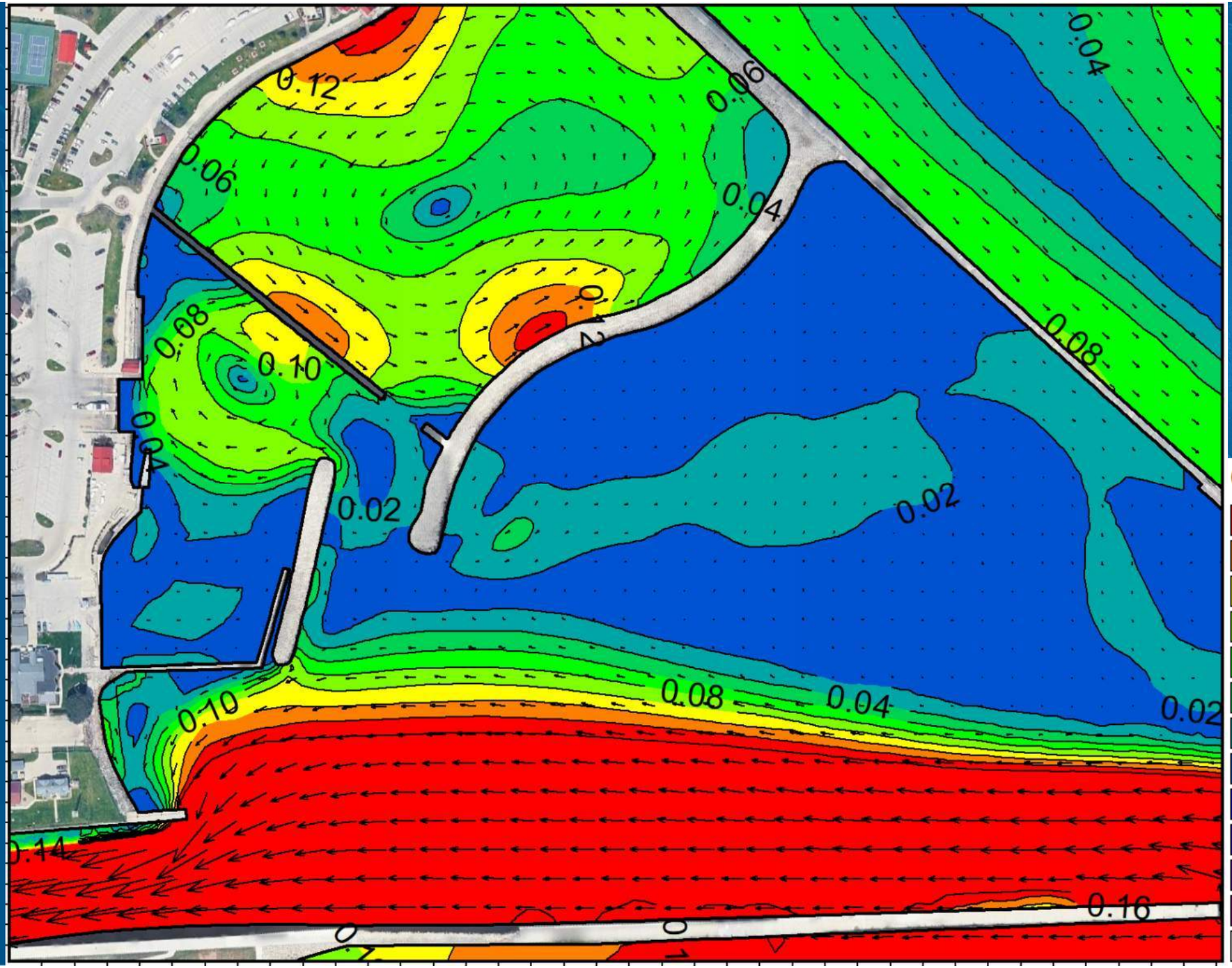
E Extreme Concept F



Current speed [m/s]

- Above 0.14
- 0.12 - 0.14
- 0.10 - 0.12
- 0.08 - 0.10
- 0.06 - 0.08
- 0.04 - 0.06
- 0.02 - 0.04
- 0.00 - 0.02
- -0.02 - 0.00
- -0.04 - -0.02
- -0.06 - -0.04
- Below -0.06
- Undefined Value

E Extreme Concept F



Current speed [m/s]

- Above 0.14
- 0.12 - 0.14
- 0.10 - 0.12
- 0.08 - 0.10
- 0.06 - 0.08
- 0.04 - 0.06
- 0.02 - 0.04
- 0.00 - 0.02
- -0.02 - 0.00
- -0.04 - -0.02
- -0.06 - -0.04
- Below -0.06
- Undefined Value

SAND INTRUSION

SAND INTRUSION
Winter Low Water

SAND INTRUSION IMPACTS / CONCLUSIONS

- *The majority of the sand/siltation is coming through the outer federal breakwater, with a lesser amount transported over the structure by storms*
- *The river does not appear to be a significant source of sedimentation*
- *USACE is proposing to repair/improve the outer federal breakwater which will reduce the volume of sand moving through the structure*
- *This plan proposes to phase the docks and dredging to leave the slips nearest the breakwater out until the breakwater repairs are completed*

HARBOR DESIGN

(A) MARINA & PARKS OPERATIONS/ADMIN BUILDING
Main Floor 6,100 SF
- Parks office and garage

Second Floor addt'l 2,100 SF
- Lobby and offices
- Boater seating/viewing, indoor and outdoor

(B) COMMERCIAL RETAIL, RESTAURANT, EVENT VENUE BUILDING
Main Floor (Public) 17,500 SF
- Market vendors (4-6), public restrooms, restaurant

Second Floor (Public/Private Event) 12,400 SF
- Flexible event space for events up to 400 with balconies
- Catering kitchen, restrooms, storage

(C) PUBLIC RESTROOMS

(D) SHADE STRUCTURE (RENTABLE) PICNIC AREA W/ SEATING & FIRE PIT

(E) "OUTDOOR ROOMS" FLEXIBLE (RENTABLE) LAWN SPACE

(F) NEW VEHICULAR ACCESS DRIVE

(G) RELOCATED PARK PAVILION

(H) TWO BAYS OF EXISTING PARKING TO REMAIN: APPROX. 240 TOTAL SPACES

(I) RAISED-TABLE CROSSWALKS

(J) ENTRY PLAZA W/ DROP-OFF

(K) OVERSIZED VEHICLE TURN-AROUND

(L) FLEXIBLE TERRACE SPACE, LARGE ENOUGH FOR SEASONAL 40' X 80' EVENT TENT

(M) SURFER'S WINTER TERRACE W/ FIRE PIT

(N) DINING/EVENT TERRACE: FENCED W/ FLEXIBLE SEATING, OUTDOOR BAR, SMALL STAGE FOR LIVE MUSIC, SPACE FOR 40' X 60' EVENT TENT

(O) BREAKWATER ACCESS AND SEATING AREA W/ KEBONY SCULPTURAL ELEMENTS AND SHADE PERGOLA

(P) POP-JET FOUNTAIN FEATURE

(Q) SWING BENCHES

(R) MARINA WELCOME GATEWAY ENTRY

(S) RESTRICTED ACCESS

(T) PUBLIC PIER ACCESS

(U) COURTESY/CHARTER PIER

(V) FLOATING DOCKS

(W) BOATER GATHERING

(X) RENOVATED FUEL DOCK/BUILDING

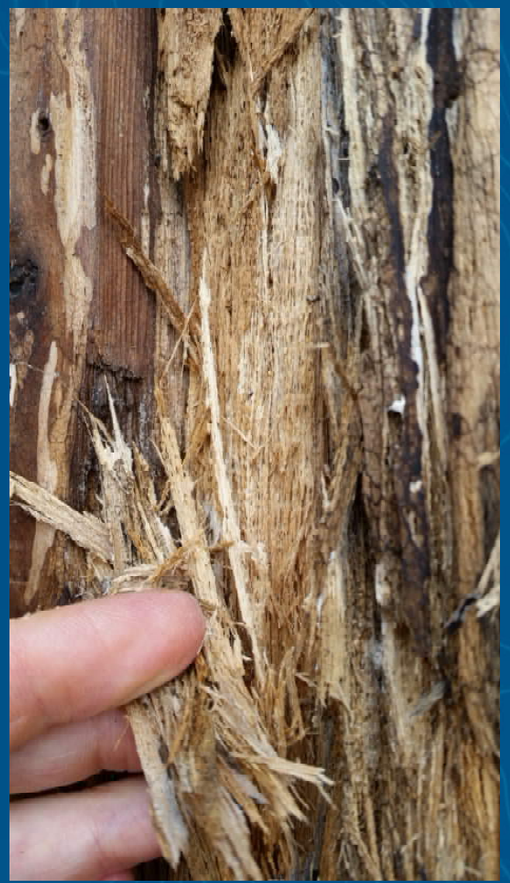
MARINA OPERATIONS / LAYOUT

- *Two sets of piers, organized specifically to avoid highest wave concentration*
- *Central fairway to improve navigational safety and manage ice*
- *Boater services building relocated to central location, better serving renovated fuel dock, transient boaters, and serving as park operations center*
- *Supplemental restrooms at east marina entry*
- *Multiple floating dedicated boater gathering areas*
- *Easy access to adjacent upland amenities, including splash pad, bar/restaurants, reservable picnic areas, and drop-off/parking*

MARINA ADMINISTRATION BUILDING EXISTING CONDITIONS

- *Existing 11,000 sf, Two Story Building built in 1993*
- *2015 Window replacement revealed extensive water damage to the wood stucture*
- *2016 Structural wall damage due to water infiltration from improper construction, lack of eave overhang and angled fascia boards forcing water into the wall cavity*
- *Exterior sheathing was removed and replaced without structural repairs*
- *Renovation requires removal and replacement of all exterior wall materials, rebuilding structural system from foundation to roof, eaves and overhang to restore structural integrity*
- *Mold must be mitigated and removed in all areas of the building*
- *Current building uses are inefficient for Marina Electrical system and Parks staff*
- *Current building size does not accommodate goals or growth for the community*

MARINA ADMINISTRATION BUILDING EXISTING CONDITIONS



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- Parks office and garage
- Marina and fuel dock office and garage
- Marina boater lounge, restrooms, showers, fitness, laundry
- Public Welcome Center and restrooms
- Deland Park Shop: public gift shop/ship store, ice cream, marina reception

Second Floor addt'l 2,100 SF
- Lobby and offices
- Boater seating/viewing, indoor and outdoor

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Main Floor (Public) 17,500 SF
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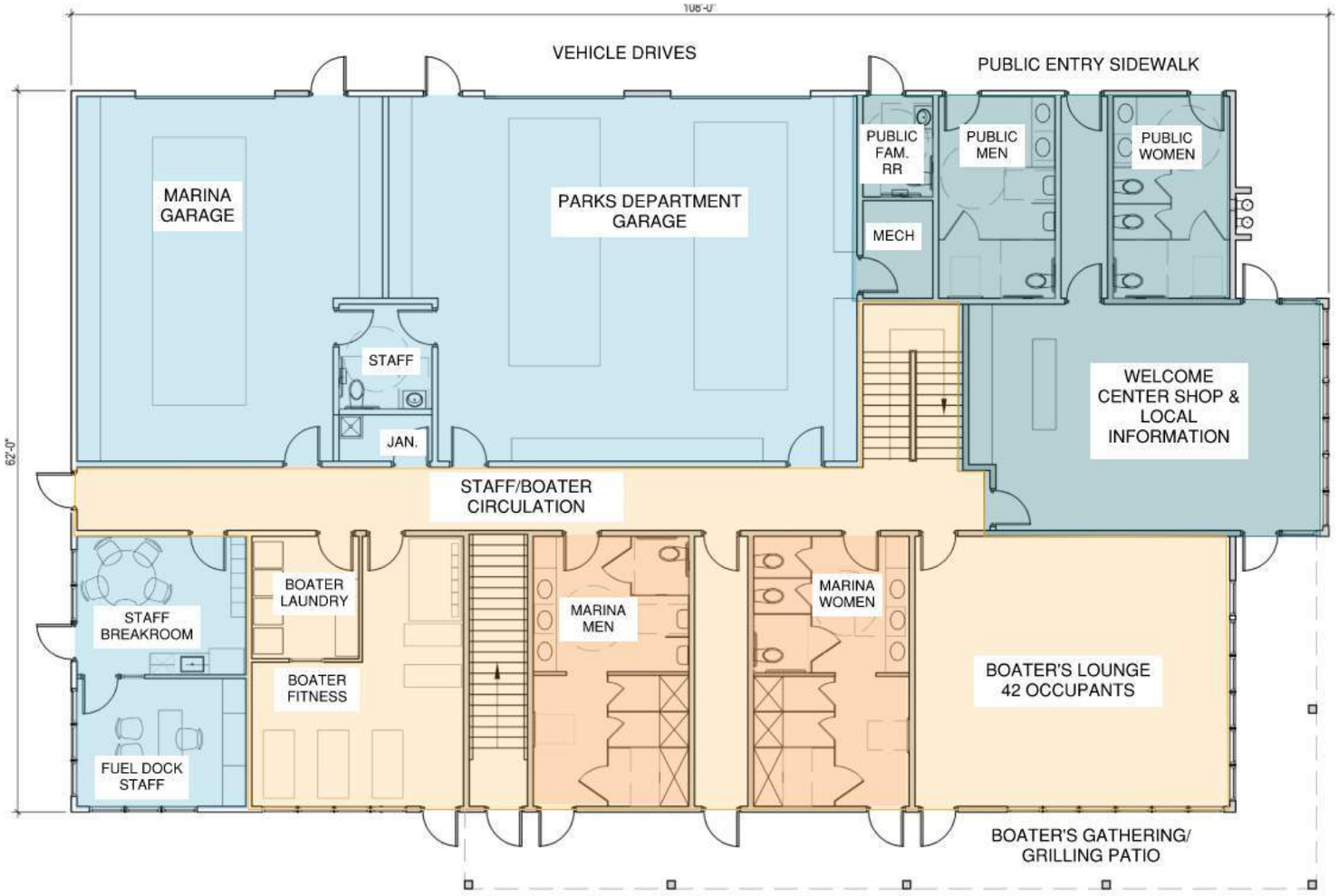
WELCOME CENTER
MAIN FLOOR
9,500 SF

MAIN FLOOR	6,300 SF
SECOND FLOOR	3,200 SF

PROGRAM
MAIN FLOOR
PARKS DEPARTMENT GARAGE
MARINA GARAGE + FUEL OFFICE
P + M STAFF BREAKROOM
P + M STAFF RESTROOM
PUBLIC WELCOME STORE
PUBLIC RESTROOMS
BOATER LOUNGE
BOATER FITNESS
BOATER LAUNDRY
BOATER SHOWER ROOMS

SECOND FLOOR
EMERGENCY SERVICES
BOATER LOUNGE & DECK
HARBOR MASTER OFFICE
RESTROOMS

STAIRS
MECHANICAL + STORAGE



HARBOR CENTRE MARINA
SHEBOYGAN WISCONSIN

WELCOME CENTER - MAIN FLOOR
AUGUST 4, 2026

NTS

WELCOME CENTER
MAIN FLOOR
9,500 SF

MAIN FLOOR	6,300 SF
SECOND FLOOR	3,200 SF

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- PARKS DEPARTMENT GARAGE
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- PUBLIC WELCOME STORE
- PUBLIC RESTROOMS
- BOATER LOUNGE
- BOATER FITNESS
- BOATER LAUNDRY
- BOATER SHOWER ROOMS

SECOND FLOOR
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- BOATER LOUNGE & DECK
- HARBOR MASTER OFFICE
- RESTROOMS

STAIRS
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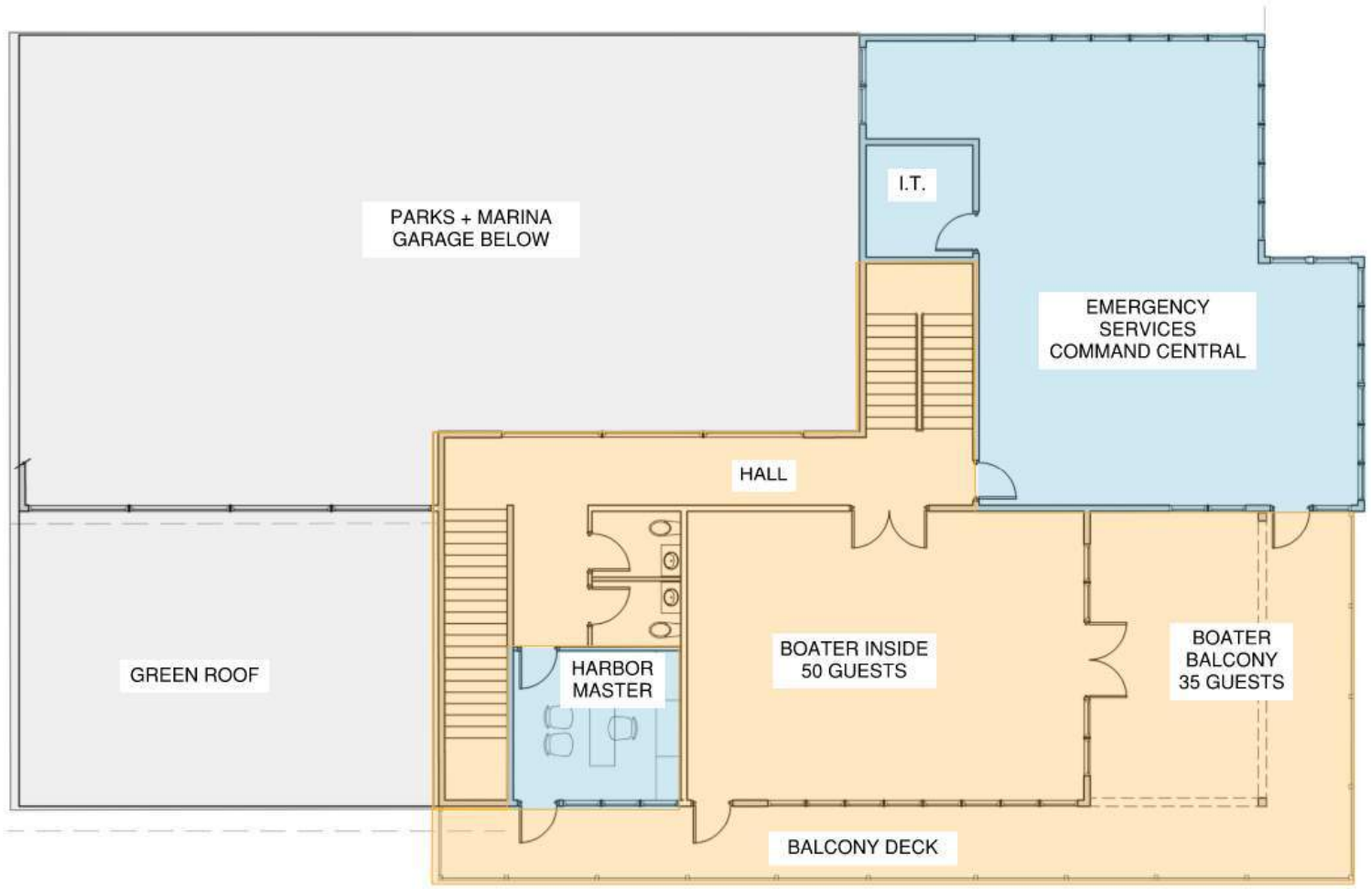
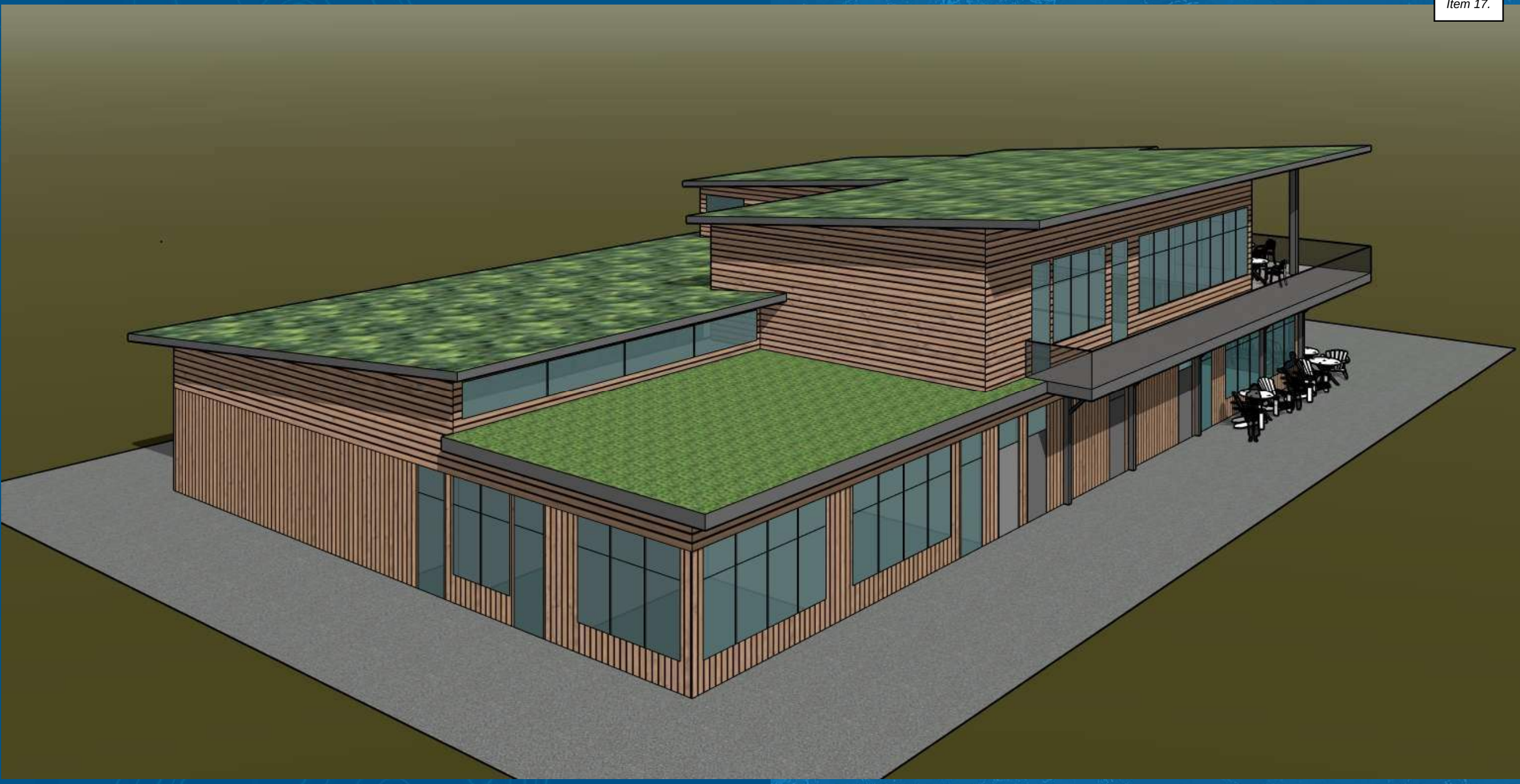


HARBOR CENTRE MARINA
SHEBOYGAN WISCONSIN

WELCOME CENTER - SECOND FLOOR
AUGUST 4, 2026

NTS



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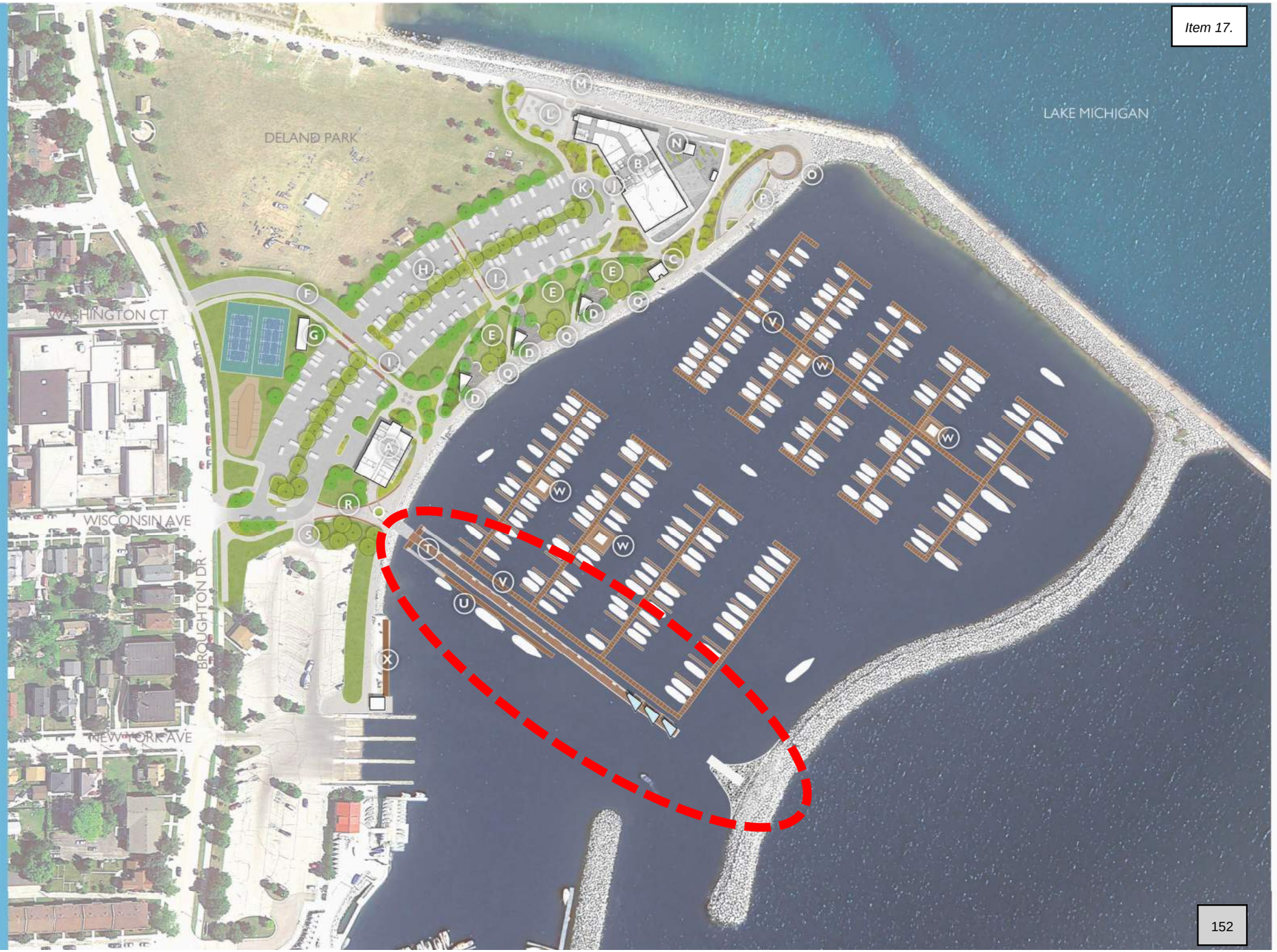

By the Numbers - Marina

- *EXISTING SLIPS* *248*
- *CONSENSUS PLAN SLIPS* *±320*

+29%

- *EXISTING LINEAR FEET(LF) OF DOCKAGE* *8,257 LF*
- *CONSENSUS PLAN LFT OF DOCKAGE* *12,023 LF*

+46%

* TOTALS INCLUDE BROADSIDE DOCKAGE LINEAR FOOTAGE

By the Numbers – Slip Mix

- *10% INCREASE IN SLIP QTY 40' AND LESS*
  - *214 → 234*
- *3X INCREASE IN SLIP QTY 45' AND LARGER*
  - *13 → 45*
- *5X INCREASE IN FLEXIBLE BROADSIDE*
  - *322 → 1,613*

MARINA DESIGN DETAILS

- *Fully ADA compliant floating docks on flexible mooring system*
- *Modern ESD compliant electrical utilities with increased power capacity, as well as potable water, dry fire standpipe system, and Wi-Fi*
- *Dedicated floating boater gathering spaces*
- *Secure access gates*
- *New fuel dock and sanitary pump-out facilities*
- *New boater services building with lounge, fitness, showers, restrooms, laundry and ships store with food, drinks, ice, etc*
- *Potential for separate charter fishing docks*

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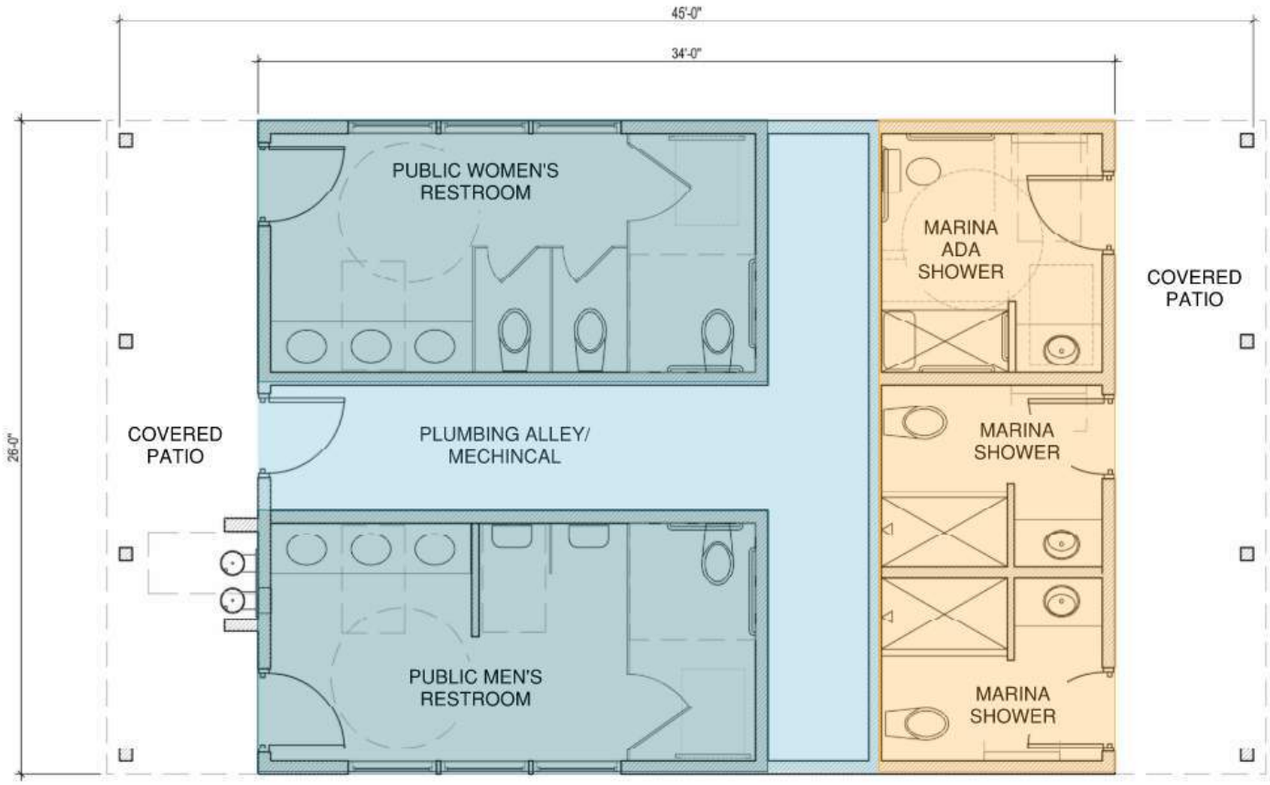
W BOATER GATHERING

X RENOVATED FUEL DOCK/BUILDING

PUBLIC AND MARINA RESTROOM
900 SF

PROGRAM
PUBLIC PARK RESTROOMS
BOATER SHOWER ROOMS

MECHINICAL + STORAGE



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CITADEL

PRECEDENT IMAGERY

USA

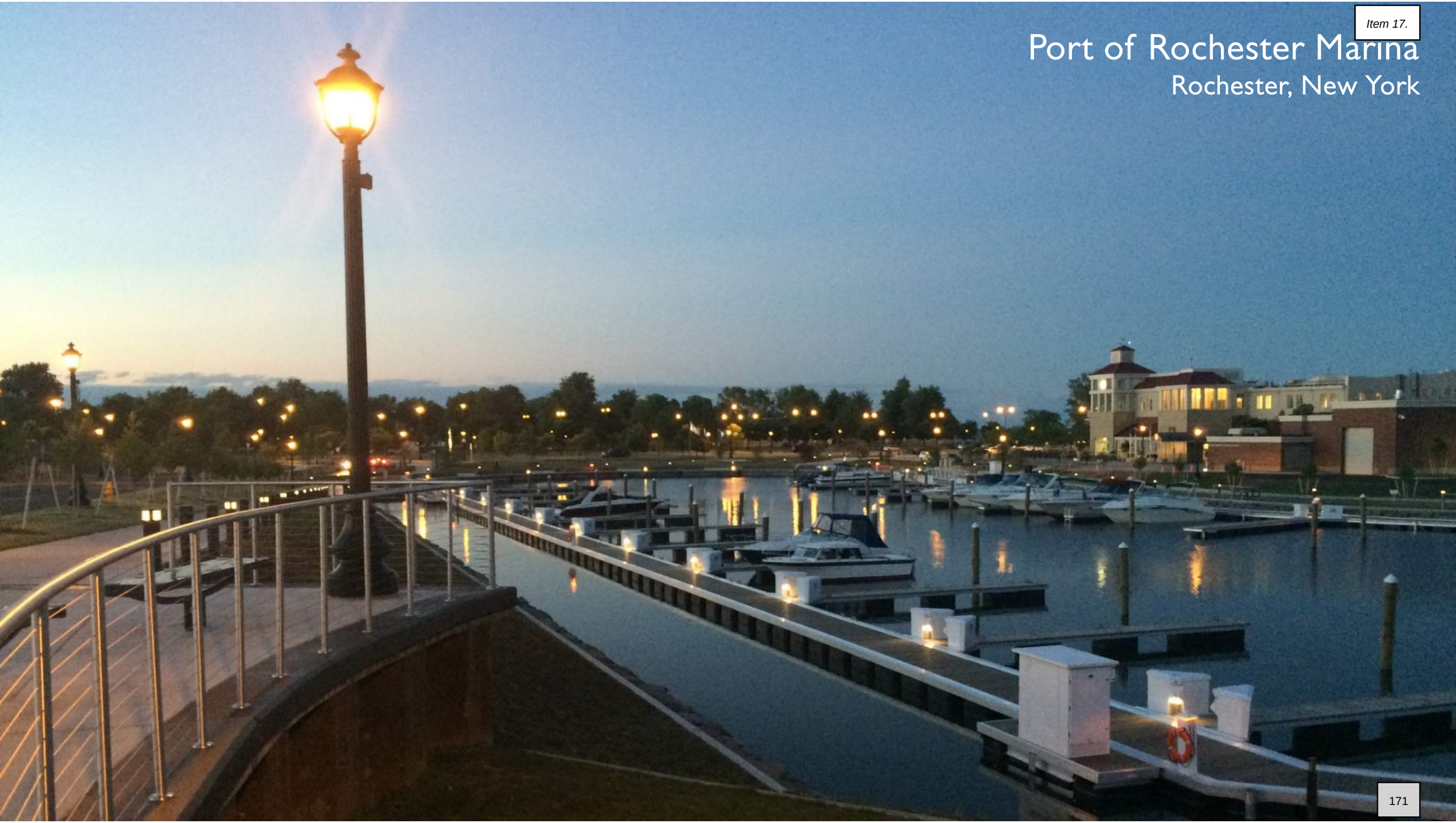
PACIFICO
PACIFICO

WATER TAXI
Pier
Temporarily
Closed

FIERY FLAIR, UNMISTAKABLE FLAVOR
HELL'S KITCHEN
INFORMATION
THE WHARF

Port of Rochester Marina

Rochester, New York



TAYLOR
GOURMET

FL 2363 NF

SCHEMATIC SITE PLAN

(A) MARINA & PARKS OPERATIONS/ADMIN BUILDING
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Wellenreiter

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MAIN FLOOR PLAN
29,900 SF

MAIN FLOOR	17,500 SF
SECOND FLOOR	12,400 SF

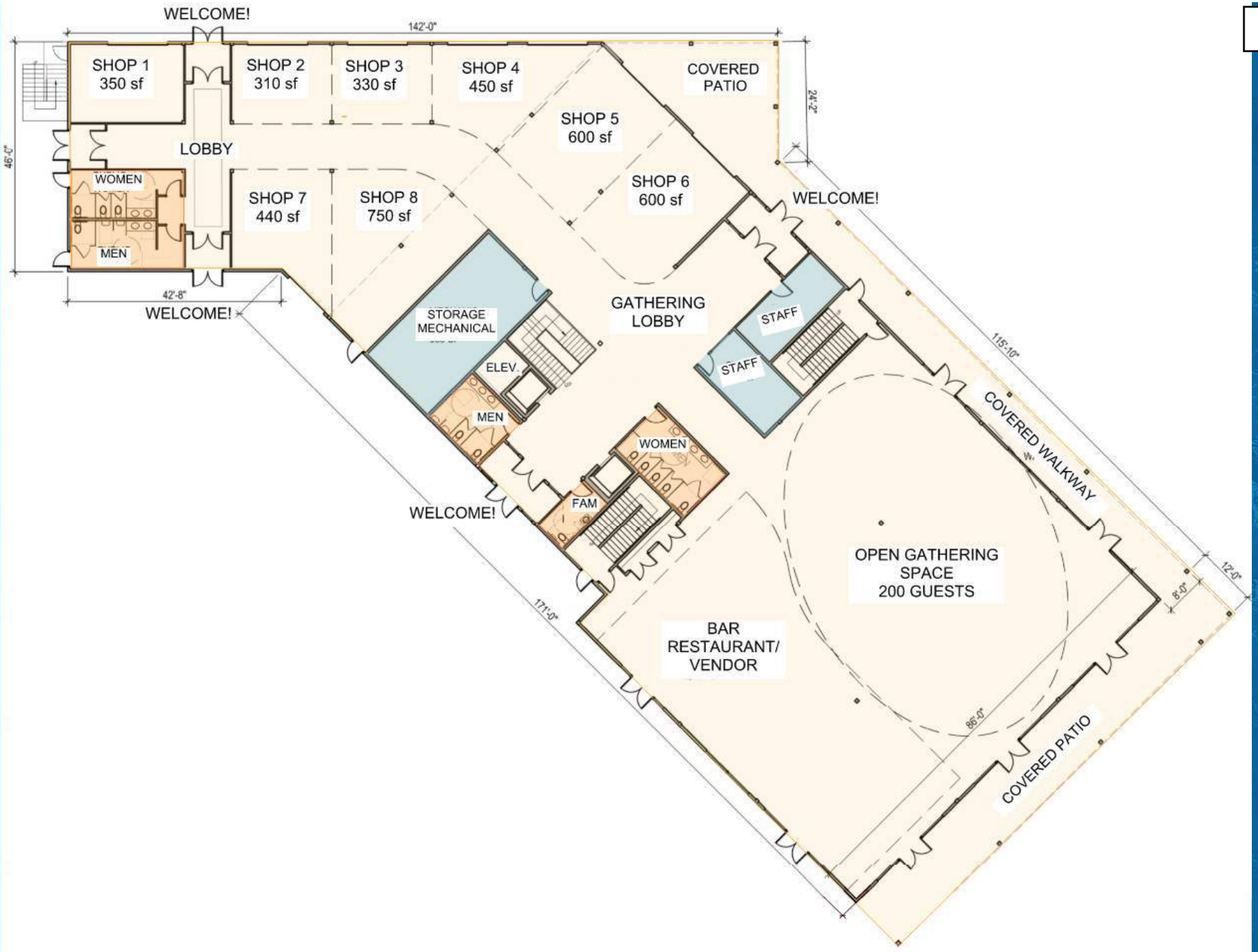
PROGRAM

MAIN FLOOR
LOBBY + GATHERING SPACES
TWO ELEVATORS
FOUR STAIRS
PUBLIC RESTROOMS
6-8 VENDORS SPACES
MECHANICAL + STORAGE

COMMERCIAL KITCHEN + BAR
OPEN DINING/GATHERING

COVERED WALK
OUTDOOR GATHERING SPACES

WATERFRONT BAR



HARBOR CENTRE MARINA
SHEBOYGAN WISCONSIN

PUBLIC EVENT VENUE AND RETAIL
JULY 21, 2026

0' NTS

SECOND FLOOR PLAN
29,900 SF

PROGRAM:
SECOND FLOOR

LOBBY
TWO ELEVATORS
THREE STAIRS
EVENT MANAGER OFFICE
RESTROOMS
CATERING KITCHEN
STORAGE
CLOSETS

EVENT #1	
EVENT A	**200 GUESTS**
EVENT B	**200 GUESTS**
EVENT MAX	**400 GUESTS**
EVENT #2	**100 GUESTS**

BALCONIES
PUBLIC ROOF DECK

HARBOR CENTRE MARINA
SHEBOYGAN WISCONSIN

PUBLIC EVENT VENUE AND RETAIL
JULY 21, 2026

0' NTS

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BALTIMORE VISITOR CENTER

Edgewater resources

Greg Weykamp, PLA

PRINCIPAL & PRESIDENT

gweykamp@edgewaterresources.com

Mike Morphey, PE

PRINCIPAL

mmorphey@edgewaterresources.com

Suzie Fromson, PLA

Director of Landscape Architecture

sfromson@edgewaterresources.com

Michelle Rumsa, RA

Director of Architecture

mrumsa@edgewaterresources.com

CITY OF SHEBOYGAN
RESOLUTION 77-26-27

BY ALDERPERSONS MITCHELL AND PERRELLA.

AUGUST 10, 2026.

A RESOLUTION authorizing the appropriate City officials to file a summons and complaint against Andrew Cleveland, Middle Coast Dwellings LLC, and Attorneys Title and Closing Services LLC to recover money owed to the City for a Housing Rehabilitation Loan.

WHEREAS, Middle Coast Dwellings LLC and Andrew Cleveland (collectively referred to as "debtor") accepted a $24,999.99 community development block grant housing rehabilitation loan in December 2022, for their property at 1213 N 13th Street. This loan carried a 4% interest rate and was to be paid in full over a ten-year period via $253.11 monthly payments. This loan was recorded with the Sheboygan County Register of Deeds as a mortgage; and

WHEREAS, Debtor agreed to repay any outstanding loan balance, including principal, interest, and the City's reasonable attorney's fees for collecting the loan if debtor transferred title to the property before repaying the full loan amount; and

WHEREAS, Debtor transferred title of the property in July 2025 without repaying the loan's outstanding balance; and

WHEREAS, to date, Debtor has refused to repay the loaned amount such that litigation appears necessary.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are authorized to initiate suit against debtors and their title company, Attorneys Title and Closing Company LLC, to seek reimbursement of the CDBG Housing Rehabilitation Loan balance, which is approximately $17,519 as well as to seek reimbursement of the City's costs and attorney's fees associated with recovering this debt.

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

Presiding Officer

_____
Ryan Sorenson, Mayor, City of Sheboygan

Attest

_____
Meredith DeBruin, City Clerk, City of Sheboygan

CITY OF SHEBOYGAN
RESOLUTION 79-26-27

BY ALDERPERSONS MITCHELL AND PERRELLA.

AUGUST 10, 2026.

A RESOLUTION authorizing the appropriate City officials to execute an agreement with Savage Solutions, LLC.

WHEREAS, the City of Sheboygan has engaged Savage Solutions, LLC in the development of a new municipal brand intended to strengthen community identity and enhance the City's communications with the public; and

WHEREAS, the City of Sheboygan has no currently adopted branding guidelines or architecture, and the City's brand was last updated in 1994; and

WHEREAS, Savage Solutions, LLC has submitted a proposal outlining services for the exploration and launch of the City's new brand, including the design and development of a dedicated brand microsite, town hall presentation and brand-story video production.

NOW, THEREFORE, BE IT RESOLVED: That the Common Council hereby approves City officials to execute the Agreement for Services and all related and substantially similar documents on behalf of the City of Sheboygan.

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

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

CITY OF SHEBOYGAN

BRAND LAUNCH + MICROSITE
V2 | July 2026
SHEBOYGAN2607-1

SAVAGE

WELCOME

WELCOME TO SAVAGE!

Casey,

This new brand we have built together could not be more perfect for the City of Sheboygan. We can't wait to help you share it with the community and inspire people to really get behind it.

We've put together a plan for launching the new brand that includes a microsite that tells the Sheboygan story—including the members of this community that make it so special.

We're pretty proud of this one. Let's show the world what Sheboygan's all about!

Ready when you are.

Sincerely,

Cory Savage + Team

SAVAGE CORE VALUES

Do Incredible Work, Always.
Every client and every project deserves our absolute best strategy, creative, and execution. We don't take shortcuts, and we never take the easy way out. We will strive to always do the right thing, do it well, and deliver our best.

Choose Positivity.
We choose to enjoy those around us, the work that we do, and who we do it for. We intentionally lean into optimism, dream big, and support one another.

Be Brave.
We stand up for what is right and for what we believe in. We're not afraid to be honest and transparent, and we always do what's best for both our clients and our team.

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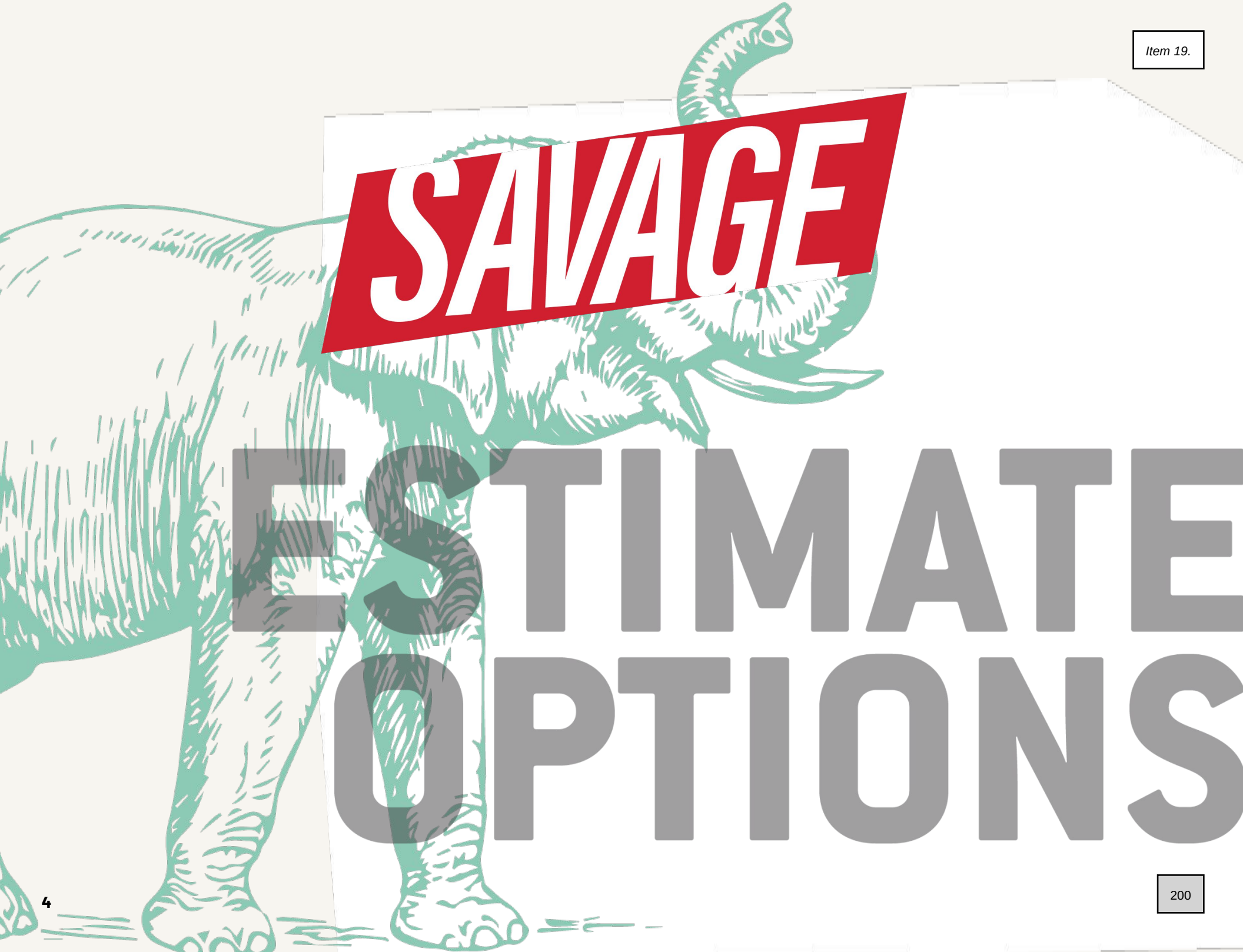


ESTIMATE OPTIONS

WEBSITE & LAUNCH CONTENT DEVELOPMENT

Estimated cost: $55,825
Timeline: Begins upon contract signing

Microsite Design & Development:

- Design of ~4 individual pages and 6 templated video pages
- Graphic assets and stock images as needed
- Copywriting: Up to 20 hours to be used on new copy + edits
- Development of approved site in Wordpress
- Monitoring and bug fixes for 30 days after delivery of live site
- Training: up to 1 hour web training to be completed after launch

Content:

- Overview Video - Sheboygan Brand Update
  - Pre Production (Location scouting, storyboarding, interviews with on camera subjects, etc.)
  - Production (2 videographers, 2 full days (16 hours))
  - Post Production (20 hours of editing)
- Testimonial Videos (6)
  - Pre Production (same as above)
  - Production (2 videographers, ½ day shoot, 4 hours/video)
  - Post Production (6 hr per video)

Client will own and manage their own domain, hosting, SSL certificate, licenses, plugins, integrations and webfonts, unless otherwise contracted. Post-launch maintenance and ongoing updates can be scoped separately.

LAUNCH

Estimated cost: $10,350
Timeline: Begins upon contract signing

Media Kit:

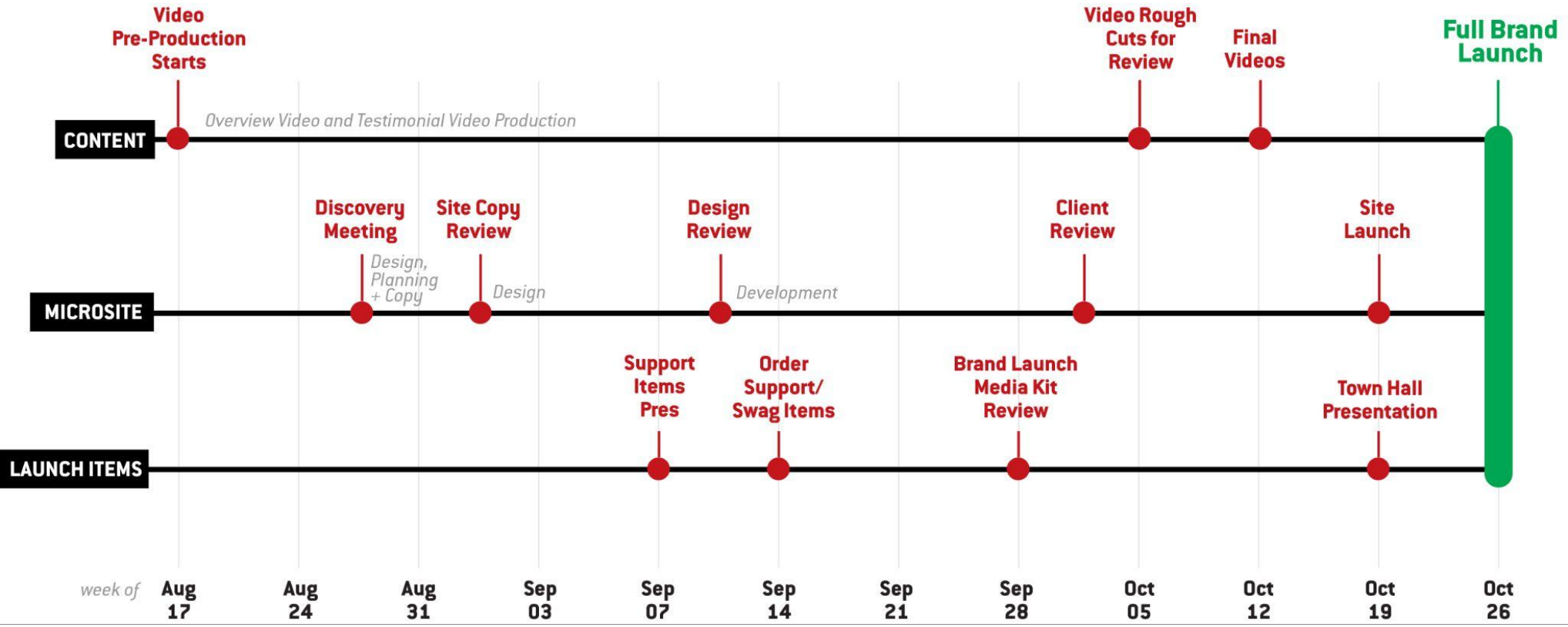
- Talking points outlining the new brand story and goals
- Swag items (design only)

Town Hall Presentation:

- Brand Presentation tailored for the Town Hall audience
- Two (2) Banner Stands in the new Sheboygan brand
- 3-5 Poster Boards with details on the brand story
- Sheboygan swag kit for all employees (design only)

*The City of Sheboygan will be responsible for vendor management for any printed materials, including swag production.

TIMELINES



Doing things the 'right way' does take time...

PAYMENT

BUDGET OVERVIEW

Sheboygan Brand Microsite	Included
Sheboygan Brand Launch	Included
Video Production	Included
Total	**$66,175**

PAYMENT SCHEDULE

Remember those milestones and deliverables outlined in the Project Scope? Our payment plan (below) is based off of those milestones, and is for fixed costs only.

> Payment 1 [Upon Contract Signing/25%]: $16,543.75
> Payment 2 [Upon Video Shoot Date/25%]: $16,543.75
> Payment 3 [Upon Website URL/25%]: $16,543.75
> Payment 4 [Upon Media Kit Delivery/25%]: $16,543.75

Contract Duration: All work is to be completed within 30 days from the final invoice date. Any additional work completed after the 30-day grace period will be completed at an hourly rate and billed as an additional invoice.

Late Payments
We know we're going to love working together! But, we can't afford to work for free. To keep things running as smoothly as possible, we'll help keep you aware of payment dates following this timeline:

- 45 days past invoice date: Reminder email will be sent.
- 60 days past invoice date: 2.5% charge will be added to the invoice and reminder call will be made.
- 90 days past invoice date: All work will be stopped until 100% of overdue payments are received.

Contract Termination
We know, we know—this won't be necessary. But, we like to cover our bases, and in the event of extemporaneous, cataclysmic circumstances that may result in your wish to terminate this agreement, we ask for a 30-day written notice. We will use those 30 days to deliver all completed and working files to you (the "Client").

In that 30-day timeframe, 100% of all outstanding invoice balances must be paid, in addition to 50% of the remaining contract balance before the Client receives final files.

Additional Work Requests
The above payment plan is for the scope of this contract only. Of course, we love to keep a good thing going, so if you've got additional work you want us to tackle, let's do it! Any additional work outside of the project scope will be completed at an hourly rate of $200/hour and billed as an additional project with budget and scope agreed upon by both parties via signed agreement.

APPROVAL

CLIENT APPROVAL

City of Sheboygan (The "Client") and Savage Solutions, LLC enter into this Agreement for Services (the "Agreement") as of August 10th, 2026, for the project referred to as Brand Architecture.

Terms of Agreement
Payment shall be made according to the Payment Plan. This agreement shall consist of the Scope of Project, the Payment Plan, the Rate Structure, this Agreement for Services, and the Terms & Conditions, included in this proposal. Project scope must be completed within identified budget and payment plan. Any additional service will be estimated and agreed upon in writing. If payment is not timely received, services may be revoked and/or turned off in accordance with the Late Payment provisions

Validity
The terms and project descriptions in this Agreement are valid for 30 days. We appreciate your confidence in our ability to help you add value to your company. I hope this Agreement expresses and confirms the understanding of both parties. Your signature below will act as your acceptance of this Agreement and will initiate our mutual activity to ensure a successful endeavor. If you are in agreement, please sign and retain one fully executed copy of this Agreement, and return one fully executed copy, with the first payment to Cory Savage's attention.

	City of Sheboygan	Savage Solutions
Client Signature:	_____	_____
Printed Signature:	_____	_____
Signee Title:	_____	_____
Date:	_____	_____

TERMS + CONDITIONS

DUTIES OF SAVAGE SOLUTIONS, LLC: Savage Solutions, LLC (SSLLC) will produce the work on behalf of Client pursuant to the Scope of Project (the "Work") provided with the Agreement for Services (the "Agreement"). Client acknowledges that SSLLC shall only be required to produce the Work described in and in accordance with the assumptions specifically stated within the Scope of Project. SSLLC does not undertake any other obligations unless agreed to in writing.

ACCEPTANCE OF SCOPE OF PROJECT: Client shall be required to provide its written acceptance of each element and phase of the creation and production of the Work, as provided within
the timetable provided to Client by SSLLC, prior to SSLLC's obligation to proceed to the next production element. Client's written acceptance of each element shall create a conclusive presumption that the element is acceptable to Client without objection.

MISCELLANEOUS CHARGES: In addition to the cost contained in the Payment Plan, Client shall reimburse SSLLC for all documented out of pocket costs and expenses incurred in the performance charges of the Agreement including, but not limited to, all courier fees, overnight mail expenses, shipping expenses (including the shipping of the work to client's designated location), travel expenses, etc. SSLLC may submit periodic invoices for all expenses. Additional reimbursable fees, not covered within the Agreement, include:

- Copyright, trademark, and legal fees
- Materials (CD's, DVD's, ZIP Disks, binders, photocopies, etc.)
- Specialized software (internet applications, design applications outside those listed in SOFTWARE & HARDWARE COMPATIBILITY section)
- Computer output fees (digitizing, drum scanning, film, production)
- Printing and production costs, proofs, reproductions
- Photography and image licensing

SAFEGUARDING PROPERTY: Under no circumstances shall SSLLC be liable to Client or any other party for incidental, consequential, special or punitive damages arising out of, or related to, he Agreement. SSLLC's maximum liability under the Agreement shall not exceed the Agreement Price.

CLIENT RESPONSIBILITIES:
All text will be submitted in electronic format by way of email or on disk
Client will submit all feedback by email to the Project Manager designated by SSLLC.
Upon the signing of the Agreement, Client will designate no more than two (2) primary contacts for SSLLC / Client interaction

NOTICES: Unless specified otherwise, all notices, demands or other writings in this Agreement provided to be given or made or sent, shall be agreed to have been fully given or made or sent, when made in writing and personally delivered or when deposited in the United States mail, with postage prepaid, and addressed as follows:

If to Client:
City of Sheboygan
828 Center Ave,
Sheboygan, WI 53081

If to SSLLC:
Cory Savage, President
Savage Solutions, LLC
233 N. Water St., Suite 201
Milwaukee, WI 53202

INDEPENDENT CONTRACTOR: SSLLC shall perform all services and discharge all liabilities as an independent contractor. No relationship of employer-employer, owner-agent, lessor-lessee, partnership or joint venture is created by this Agreement.

SCHEDULES, OVERTIME, AND RUSH WORK: SSLLC reserves the right to adjust the schedule and or/charge additionally in the event the Client fails to meet the agreed-upon deadlines for delivery of information, materials, approvals, payments, and for changes and additions to the services outlined in the Scope of Project.

CREDIT: SSLLC reserves the right to include the contracted work completed for Client in SSLLC promotional activities such as submitting to design competitions. This includes web, print, and multimedia projects designed by SSLLC, as well as project specific technologies and applications utilized and/or designed for my client.

TITLE TO MATERIALS & IDEAS: Prior to the completion of the Work and SSLLC' receipt of full and final payment, all right, title and interest in and to all tangible and intangible Work and Work products, and all right, title and interest in and to copyrights, trade secrets, trademarks and other intellectual property derived from such Work and Work products, shall remain the sole and exclusive property of SSLLC. Upon receipt of final payment, SSLLC shall convey to Client all of its right, title and interest in and to the final Work to the extent of SSLLC' title. Notwithstanding SSLLC' conveyance of the copyrights to the Work, all concepts and ideas utilized in the creation of the Work shall remain the property of SSLLC, and Client's ownership of the Work and related materials will not prevent SSLLC from applying the same or similar concepts reflected in the Scope of Project to other projects undertaken by SSLLC. All materials submitted to and rejected by Client will remain the property of SSLLC regardless of whether the physical embodiment of the creative work is in Client's possession in the form of memoranda, copy, artists, renderings, art work plates, recordings, films, tapes, computer discs, etc.

THIRD PARTY CONTRACTS: SSLLC may contract with other individuals or companies acting on behalf of the Client to provide additional services such as writing, photography, database design, scripting, illustration, printing, and fabrication. The Client agrees to be bound by any terms and conditions, including required credits and usage rights, with respect to reproduction of the materials that may be imposed on SSLLC by those third parties.

DISABILITY / ADA COMPATIBILITY: Websites and/or code are not guaranteed ADA or Disability compatible unless otherwise stated in the SCOPE of Work. SSLLC is not responsible or liable for any issues arising from incompatibility with text readers, translators, or other disability assistance devices.

CONTROLLING LAW: The validity, interpretation and performance of this contract shall be controlled by and interpreted under the laws of the State of Wisconsin.

ARBITRATION: The parties will use good faith efforts to resolve any dispute, controversy or claim arising out of or relating to this Agreement or the relationship between the parties (a "Dispute") through negotiation. To invoke the dispute resolution procedures in this section, one party must give the other party a written notice of its intent to negotiate. The notice will include a detailed description of the Dispute and a proposed resolution. Within five (5) business days after delivery of the notice, each party will designate a senior executive with authority to resolve the Dispute. The designated executives will engage in discussions in an effort to resolve the Dispute. If the designated executives do not agree on a resolution within twenty (20) days after the dispute notice has been delivered, the parties may agree to submit the Dispute to non-binding mediation by any mutually agreed-upon mediator, rules and location. Any mediation fees and expenses will be allocated and paid by the parties equally. If the parties do not reach a resolution through negotiation or mediation, either party may pursue all remedies available under this Agreement, at law or in equity in a court of competent jurisdiction. Each party hereby irrevocably waives its rights to trial by jury in any Dispute or proceeding arising out of this agreement or the transactions relating to its subject matter.

ENTIRE CONTRACT: This Agreement contains the entire agreement between SSLLC and Client. No representations, assurances, promises, guarantees or warranties were made or relied upon by either party other than those expressly set forth in writing in this Agreement.

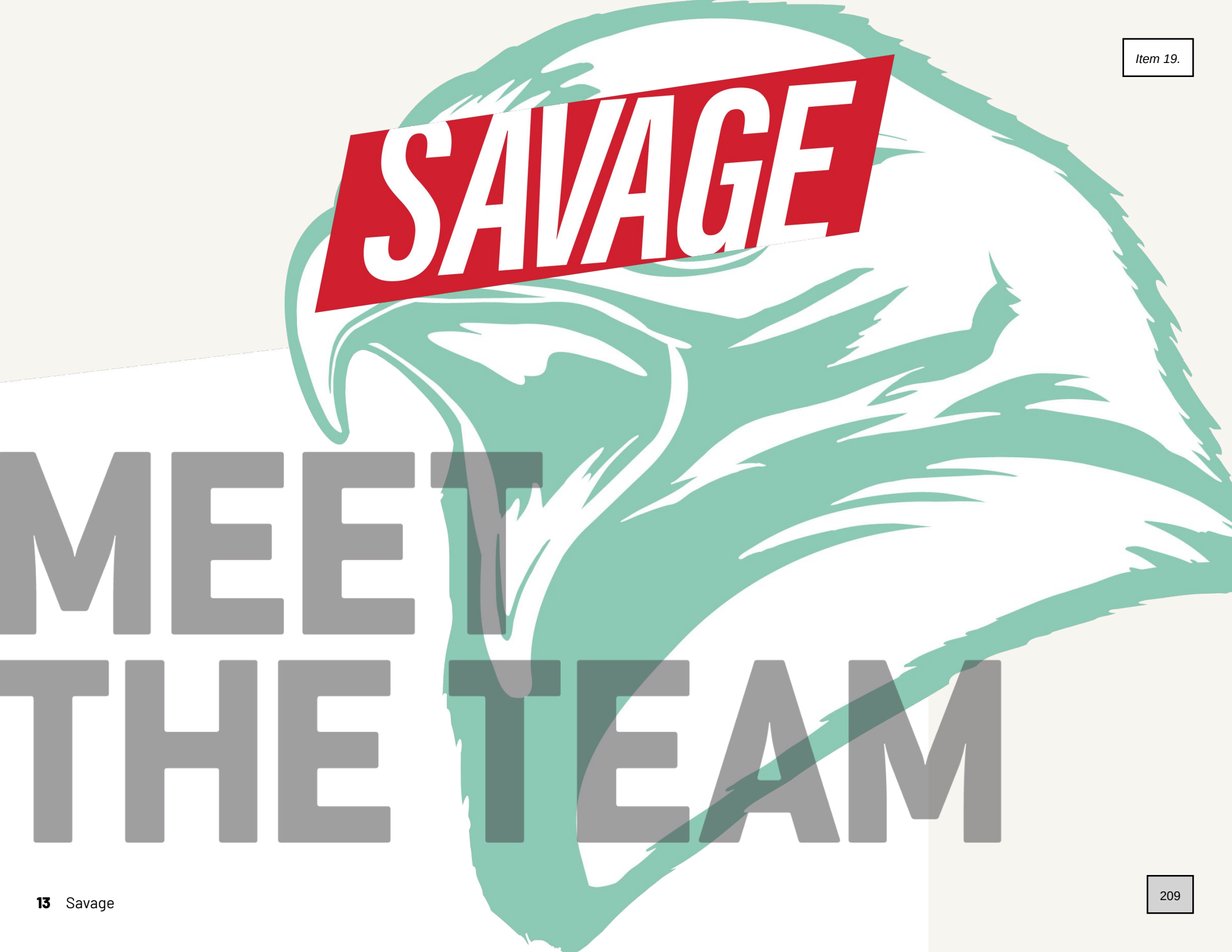
ENFORCEMENT: Client shall pay all of SSLLC's costs and fees, including reasonable attorneys' fees, incurred by SSLLC to enforce this Agreement.

SEVERABILITY: Any provision of this Agreement prohibited or unenforceable under applicable law shall be ineffective only to the extent and without invalidating the remaining provisions of this Agreement

WARRANTY: SSLLC shall pass through all manufacturers' warranties to Client. SSLLC will provide reasonable assistance to Client in coordinating the repair or replacement of the product by the manufacturer. THIS WARRANTY IS EXCLUSIVE, AND EXCEPT AS EXPRESSLY SET OUT IN THIS AGREEMENT, SSLLC MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AND DISCLAIMS ALL OTHER WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO WAIVER, ALTERATION, ADDITION OR MODIFICATION OF THE FOREGOING CONDITIONS SHALL BE VALID, UNLESS MADE IN WRITING AND SIGNED BY SSLLC.

FORCE MAJEURE: SSLLC shall not be liable for any loss, damage, delays, changes in shipment schedules or failure to deliver caused by any event beyond its control, including, without limitation, accident, fire, actual or threatened strike or riot, explosion, mechanical breakdown (including technological or information systems), plant shutdown, unavailability of or interference with necessary transportation, any raw material or power shortage, compliance with any law, regulation or order, acts of God or public enemy, prior orders from others, or limitations on SSLLC or its suppliers' products or marketing activities.

INDEMNIFICATION: Each party shall defend, hold harmless, and indemnify the other against any and all claims, liabilities, damages, judgments, causes of action, costs, loss, and expense, including attorneys' fees imposed upon or incurred by the other party arising from or related to the negligent or intentionally tortuous acts or omissions of the indemnifying party's officers, employees, or agents in performing the services pursuant to the Agreement. Each party shall promptly notify the other of any claim arising under this provision, and each party shall fully cooperate with the other in the investigation, resolution, and defense of such claim. This Agreement does not waive any governmental or sovereign immunity. All parties retain all applicable governmental immunities, defenses, and statutory limitations available, including Wis. Stat. §§ 893.80, 895.52, and 345.05.



MEET THE TEAM

MEET THE TEAM

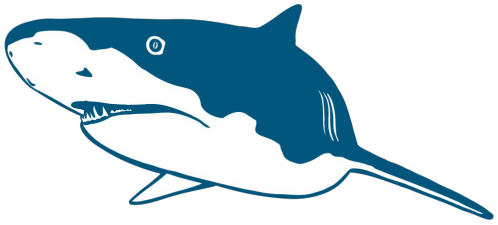
your

CORY SAVAGE

The Head Honcho

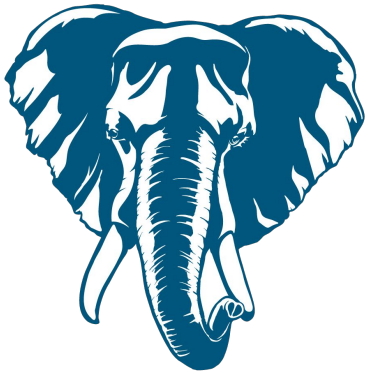
MARK HUNGSBERG

The Creative Overseer



SOPHIE CAVANAUGH

The Storyteller



TRACY KOEPER

The Artist

ERIN LAWRENCE

The Digital Mastermind

TONY SPENCE

The Swiss Army Knife

MARY CARROLL

The Master Organizer

CITY OF SHEBOYGAN
RESOLUTION 80-26-27

BY ALDERPERSONS MITCHELL AND PERRELLA.

AUGUST 10, 2026.

A RESOLUTION authorizing the appropriate City officials to execute an agreement with Citibot, Inc.

WHEREAS, the City of Sheboygan had previously entered into a contract with CivicPlus in 2025 that included chatbot services, but that technology has not been made available; and

WHEREAS, City of Sheboygan has engaged Citibot, Inc. to provide chatbot technology and a voice agent servicing platform that will support organizational goals related to transparency, accessibility, responsiveness, and modernization of communication channels; and

WHEREAS, Citibot, Inc. has submitted a subscription agreement outlining services for a website chatbot and voice AI agent that includes upfront development and implementation, post-installation maintenance and support of this software.

NOW, THEREFORE, BE IT RESOLVED: That the Common Council hereby approves City officials to execute the Subscription Agreement and all related and substantially similar documents on behalf of the City of Sheboygan.

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

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

Citibot Subscription Agreement

This Agreement is made by and between Sheboygan, WI ("City") and Citibot, Inc. ("Citibot"), hereinafter referred to collectively as (the "Parties"), for the services outlined herein. This agreement is dated _____.

1. Definitions. Capitalized terms used but not otherwise defined herein shall include the meanings ascribed thereto in the Terms of Service below, as applicable.

"***Service***" collectively refers to the Citibot City Website Chat Bot and Voice AI agent customer service platform, software and/ or services made available to the City. The features include (1) questions and result answers; (2) direct message pathway.

"***Content***" collectively refers to any and all information, including any text, graphics, and and/ or other materials, submitted to or made available through the Service. Content submitted to the Service by City or any Authorized User is referred to as "***User Content***," and all other Content of the Service is referred to as "***Citibot Content***."

"***Subscription***" refers to the right granted by Citibot to the City to access and use the Service and the Content, subject to the terms and conditions of the Subscription Agreement.

"***Authorized User***" refers to each employee of Subscriber, resident of Sheboygan, WI, agents and/ or contractors of the City authorized to access and use the Service and the Content.

2. Term; Termination.

a. Term. The initial term of the Subscription Agreement shall commence on the date of this Agreement's execution by the Parties or as outlined in the pricing table and continue in effect for three years at rates as specified in the post installation maintenance, hosting, support, and software as a service section as described below.

b. Effect of Termination. Upon the termination of this Agreement, the subscription and all rights granted to the City and the Authorized User(s) in the Subscription Agreement are immediately revoked, including, without limitation, all rights to use the Service, any portion thereof, and any Citibot Content obtained through the Service.

3. **Installation Fee; Subscription Fee; Payment**. City is responsible for payment of the Installation and Subscription Fees as described in this Section. Payment shall be invoiced

upon execution of this agreement and due to Citibot within thirty (30) days upon receipt of the Invoice, and the rates are presented in this table below.

Year 1

One time implementation and development fees	*$5,000*
Annual Subscription for custom platform for City of Sheboygan, WI	
Web Chat w/ Multilanguage, AI Voice (10k annually)	$17,575
Year 1 Total	**$22,575**

Annual Subscription for custom platform for City of Sheboygan, WI	
Web Chat w/ Multilanguage, AI Voice (10k annually)	$18,100
Year 2 Total	**$18,100**

Annual Subscription for custom platform for City of Sheboygan, WI	
Web Chat w/ Multilanguage, AI Voice (10k annually)	$18,640
Year 3 Total	**$18,640**

Year 1

The pricing is reflected in the table above.

Implementation Fee: Upfront development and installation cost should consider the software cost as well as initial configuration and setup costs, initial license costs, training and implementation. Breakdown: This Cost considers installation fees as well as all costs associated with training and implementation with the City staff.

1. Web Chat Annual Subscription: *Post Installation maintenance, hosting, support, and software as a service cost.* Citibot will invoice this payment upon execution of this agreement.

2. Multi-Language Translation API: *Post Installation maintenance, hosting, support, and software as a service costs.* Citibot will invoice this payment upon execution of this agreement.

3. Voice AI Agent: *Post Installation maintenance, hosting, support, and software as a service costs.* Citibot will invoice this payment upon execution of this agreement. The package includes 10,000 minutes annually. If usage exceeds the included allotment, service will remain uninterrupted. Additional minutes are available in 2,000-minute packages for $1,600 each.

Year 2 and 3

The pricing for Years 2 and 3 is reflected on the table above and is defined by the language in the Year 1 description above for each service category.

4. **Representation and Warranty**. Each party represents and warrants to the other party that it has the full power to enter into the Subscription Agreement and to perform its obligations thereunder.

5. **Software as a Service.** Citibot is selling its software as a service. Thus, none of Citibot's employees shall be deemed employees of the City.

6. **Venue/Jurisdiction.** This Agreement is governed by the laws of Wisconsin.

7. **Public Records.** Citibot acknowledges that it is acting on behalf of a Public agency and that this Agreement is subject to the provisions of Wisconsin Freedom of Information regulations, and that Citibot must comply with the public records laws of the State of Wisconsin.

8. **Additional Provision.** Non-appropriations. Notwithstanding any provision in this Agreement to the contrary, in the event that no funds or insufficient funds are appropriated by City for the next fiscal year for payments due under this Agreement, this Agreement shall terminate at the end of such fiscal year on the last day of the fiscal year

for which appropriations were received and no further services shall be provided under the Agreement. The City shall notify Citibot of non-appropriation within thirty (30) days of its occurrence.

Sheboygan, WI *Citibot, Inc.*

_____	_____
Signed	CEO, W. Bratton Riley
_____	_____
Date	Date

CITY OF SHEBOYGAN
RESOLUTION 82-26-27

BY ALDERPERSONS MITCHELL AND PERRELLA.

AUGUST 10, 2026.

A RESOLUTION authorizing the Mayor and City Clerk to enter into a termination and mutual release agreement relating to the Marriott Spring Garden Inn by Waterside Hospitality LLC.

WHEREAS, the City entered into a development agreement with Waterside Hospitality LLC ("Developer") on July 22, 2025, for the construction of a new Marriot Spring Garden Inn hotel; and

WHEREAS, the Developer is no longer able to satisfy their contractual obligations and has agreed to pay the City's costs consistent to the terms of the development agreement; and

WHEREAS, City staff and the Developer have agreed that terminating the development agreement is in the City's best interest to allow the City to secure a new developer.

NOW, THEREFORE, BE IT RESOLVED: That the Mayor and City Clerk are authorized to enter into a termination and mutual release agreement relating to the Marriott Spring Garden Inn by Waterside Hospitality LLC.

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

Presiding Officer

_____
Ryan Sorenson, Mayor, City of Sheboygan

Attest

_____
Meredith DeBruin, City Clerk, City of Sheboygan

TERMINATION AND MUTUAL RELEASE AGREEMENT

THIS TERMINATION AND MUTUAL RELEASE AGREEMENT (the "**Termination Agreement**") entered into as of August 17, 2026 (the "**Effective Date**") by and between the CITY OF SHEBOYGAN, a Wisconsin municipal corporation (the "**City**"), and WATERSIDE HOSPITALITY LLC, a Wisconsin limited liability company ("**Developer**").

RECITALS

A. The City and Developer entered into that certain "Tax Incremental District Development Agreement" dated as of July 22, 2025 (the "**Development Agreement**") with regard to the development of a new Marriott Spring Garden Inn hotel on the Property consisting of 104 units, a rooftop restaurant of approximately 4,800 square feet and a first floor distillery of approximately 5,000 square feet (collectively, the "**Project**").

B. On July 16, 2026, the City, pursuant to the terms of the Development Agreement, issued to Developer a notice of default letter for Developer's failure to timely deliver: (1) the Required Information under Section 1.1 of the Agreement, and (2) the Commencement Notice under Section 3.1 of the Agreement (the "**Default Notice**").

C. Developer has requested that the City agree to terminate the Development Agreement and the City and Developer desire to terminate and cancel the Development Agreement on the terms set forth below and to release one another from all obligations under the Development Agreement, except as specifically reserved in this Termination Agreement.

D. Capitalized terms used but not otherwise defined herein shall take on the meaning given to such terms in the Development Agreement.

NOW, THEREFORE, for and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Developer each agrees as follows:

AGREEMENT

1. Recitals. The parties acknowledge, recognize, and agree the Recitals above are true, correct and incorporated in and made part of this Termination Agreement.

2. Termination of Development Agreement. Subject to the terms and conditions of this Termination Agreement, the City and Developer agree to terminate the Development Agreement as of the Effective Date, and the Development Agreement shall be of no further force or effect, except for those provisions that expressly survive termination as set forth in Sections 6 and 7 below. The parties acknowledge and agree that the execution of this Termination Agreement constitutes notice to terminate the Development Agreement as required under the Development Agreement and Wisconsin law. The parties waive any additional notice

requirements to terminate the Development Agreement. Notwithstanding Article XIV of the Development Agreement, the City and Developer agree that the Development Agreement is terminated by mutual agreement as provided in this Section 2 and Article XIV of the Development Agreement shall not otherwise apply to this termination.

3. Reimbursement of City's Costs and Fees. As a condition of the City's agreement to terminate the Development Agreement and to enter into this Termination Agreement, Developer shall pay to the City, in immediately available funds, the amount of Fifteen Thousand Nine Hundred Eighty-One and 42/100 Dollars ($15,981.42; the "**Reimbursement Amount**"), representing all costs, fees, and expenses incurred and to be incurred by the City, including, without limitation, the fees and costs of the City's counsel, von Briesen & Roper, s.c., in connection with the Project, the Development Agreement, the Default Notice, and the negotiation, documentation, and execution of this Termination Agreement. Developer shall pay the Reimbursement Amount to the City concurrently with the execution and delivery of this Termination Agreement by all parties. Time is of the essence with respect to Developer's payment obligation under this Section 3. Notwithstanding anything to the contrary in this Termination Agreement, the releases granted by the City in Section 5 below, and the termination of the Development Agreement under Section 2 above, are conditioned upon, and shall not be effective unless and until, the City's actual receipt of the Reimbursement Amount in full. If the City does not receive the Reimbursement Amount in full concurrently with the execution and delivery of this Termination Agreement by all parties, the City may, at its option, declare this Termination Agreement null and void and pursue any and all rights and remedies available to it under the Development Agreement, at law, or in equity, including, without limitation, the remedies described in Section 12.1(b) of the Development Agreement.

4. Developer's Representations and Warranties Regarding the Property. Developer represents and warrants to the City that: (a) Developer has not commenced construction of, and has not undertaken any physical alteration to, the Property; (b) there are no mechanic's, materialmen's, or other liens or claims of lien against the Property arising out of any work, services, or materials furnished at Developer's request or on Developer's behalf; (c) no hazardous substances have been released, generated, stored, or disposed of on the Property by or on behalf of Developer or any contractor, employee or agent of Developer; and (d) Developer has restored the Property to substantially the condition existing prior to any entry by Developer or its agents, contractors, or consultants. Developer shall indemnify, defend, and hold the City harmless from and against any loss, cost, claim, or liability arising from a breach of the representations in this Section 4 and such Developer obligations shall survive the termination of this Termination Agreement.

5. Mutual Releases.

(a) Provided the City has received the Reimbursement Amount in full pursuant to Section 3 above, the City, on behalf of itself and each of its past, present, and future officers, officials, employees, agents, attorneys and representatives (collectively, "**City Releasors**"), hereby releases and forever discharges Developer and Guarantor, and their respective officers, directors, members, managers, employees, affiliates, agents, successors, assigns (collectively, "**Developer Releasees**") from any and all claims,

demands, causes of action, suits, and damages that City Releasors ever had or now have arising from any matter, cause, or thing with regard to the Development Agreement, the Project or the Default Notice through the Effective Date, whether known or unknown, including, without limitation, all claims described in Section 12.1(b) of the Development Agreement, except for Developer's and Guarantor's obligations expressly set forth in this Termination Agreement (including, without limitation, all payments owed to the City as provided herein). For the avoidance of any doubt, if the City has not received the Reimbursement Amount in full as of the Effective Date, the release under this Subsection 5(a) shall be of no force or effect and neither Developer nor Guarantor shall have any right to enforce such release.

(b) Developer, on behalf of itself and each of its past, present, and future officers, directors, members, managers, employees, parents, subsidiaries, affiliates, agents, successors, and assigns and Guarantor (collectively, "**Developer Releasors**"), hereby releases and forever discharges the City and the City's past, present and future, officers, officials, employees, agents, attorneys, representatives, successors, and assigns, in their respective corporate and individual capacities (collectively, the "**City Releasees**"), from any and all claims, demands, causes of action, suits, and damages that Developer Releasors ever had or now has arising from any matter, cause, or thing with regard to the Development Agreement, the Project or the Default Notice through the Effective Date, whether known or unknown.

6. Termination of Guaranty. Provided the City has received the Reimbursement Amount in full pursuant to Section 3 above, Guarantor (Roland Lokre) is hereby released of all obligations and liabilities under the Development Agreement as of the Effective Date. If the City has not received the Reimbursement Amount in full as of the Effective Date, Guarantor's obligations under the Development Agreement shall be revised to guaranty Developer's payment of the Reimbursement Amount under this Termination Agreement. Once the Reimbursement Amount is paid in full to the City, Guarantor shall be released from all obligations under the Development Agreement and this Termination Agreement.

7. Survival of Rights Hereunder. Notwithstanding the releases contained in Section 5 above or any other provision hereof, the following rights and obligations shall expressly survive the execution of this Termination Agreement and the Effective Date until fully performed or paid: (i) Developer's obligation to pay the Reimbursement Amount pursuant to Section 3 above; (ii) Developer's representations, warranties, and indemnification obligations pursuant to Section 4 above; (iii) the Guarantor's obligations, as and to the extent set forth in Section 6 above; (iv) the confidentiality obligations of the parties pursuant to Section 8 below, subject to the City's obligations under Wisconsin's public records and open meetings laws; (v) the indemnity obligations pursuant to Section 10 below; and (vi) the attorneys' fees provisions of Section 16 below.

8. Confidentiality. Subject to the City's obligations under the Wisconsin Public Records Law, Wis. Stats. §§ 19.21–19.39, the Wisconsin Open Meetings Law, Wis. Stats. §§ 19.81–19.98, and any other applicable law, the parties agree not to voluntarily disclose the terms of this Termination Agreement to third parties, other than to their respective attorneys, tax

advisors, financial advisors, lenders, and members, or as required by law, court order, or governmental process. Developer acknowledges that the City is a Wisconsin municipal corporation and that this Termination Agreement, and the Reimbursement Amount paid under Section 3 above, may constitute a public record subject to disclosure upon request, and that the City's compliance with its obligations under applicable public records and open meetings laws shall not constitute a breach of this Section 8.

9. Authority to Execute. Each person executing this Termination Agreement on behalf of any of the parties hereto represents and warrants that he/she/it has been fully empowered to execute this Termination Agreement and that all necessary action for the execution of this Termination Agreement has been taken.

10. Indemnity Regarding Assignment of Claims. Each of the parties hereto represents and warrants to each other party that it has not heretofore assigned or transferred, or purported to assign or transfer to any person, entity, or corporation whatsoever, any of the claims released hereunder. Each party agrees to indemnify and hold harmless each other party against any claim, demand, debt, obligation, liability, cost, expense, right of action, or cause of action based on, arising out of, or in connection with any such transfer or assignment or purported transfer or assignment.

11. Successors and Assigns. The provisions of this Termination Agreement will inure to the benefit of and be binding upon the heirs, successors, and assigns in interest of the parties. The release herein of any claim against any party hereto will, at the option of such party, bind and inure to the benefit of the principals, agents, representatives, successors, and assigns of the undersigned, and will, at the option of such party, inure to the benefit of all other persons, firms, corporations, agents, or principals against whom the claims released herein might be asserted.

12. Captions. The captions of the paragraphs of this Termination Agreement are solely for the convenience of the parties, are not a part of this Termination Agreement, and will not be used for the interpretation of any provisions of this Termination Agreement.

13. Severability. If any provision of this Termination Agreement will for any reason be held to violate any applicable law, governmental rule, or regulation, or if said agreement is held to be unenforceable or unconscionable, then the invalidity of such specific provisions will not be held to invalidate the remaining provisions of this Termination Agreement.

14. Further Assurances. Each party agrees that it will take any and all necessary steps, sign and execute any and all necessary documents, agreements, or instrument which are required to implement the terms of this Termination Agreement, and each party will refrain from taking any action, either expressly or impliedly, which would have the effect of prohibiting or hindering the performance of the other party to this Termination Agreement.

15. Interpretation. Each of the parties agrees that they have been or have had the opportunity to have been represented by their own counsel throughout any negotiations about and at the signing of this Termination Agreement and any other documents signed incidental to this Termination Agreement. Therefore, the parties agree that none of the provisions of this

Termination Agreement will be construed against any party more strictly than against the other party.

16. Costs, Expenses, and Attorney's Fees. If an action is commenced between the parties in connection with the interpretation or enforcement of any provision of this Termination Agreement, the prevailing party will be entitled to reasonable costs and expenses, including attorneys' fees.

17. Entire Agreement. This Termination Agreement represents the entire agreement between the parties and supersedes all prior negotiations, representations, or agreements between the parties, either written or oral. This Termination Agreement may be amended only by written instrument designated as an amendment to this Termination Agreement and executed by all of the parties.

18. Choice of Law and Forum. This Termination Agreement shall be governed by, construed, and interpreted with the laws of the State of Wisconsin. Each party hereby irrevocably submits to the exclusive personal jurisdiction of the Sheboygan County Circuit Court in State of Wisconsin, for the resolution of all disputes arising under or relating to this Termination Agreement, and waives any objection to such jurisdiction or venue. Nothing in this Termination Agreement constitutes a waiver of any immunity, defense or notice-of-claim requirement available to the City under Wis. Stat. § 893.80 or any other applicable law. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR CLAIM OF ANY NATURE RELATING TO THIS TERMINATION AGREEMENT, ANY DOCUMENTS EXECUTED IN CONNECTION HEREWITH, OR ANY TRANSACTION CONTEMPLATED HEREBY.

19. Counterparts. This Termination Agreement may be executed simultaneously or in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. There is no requirement that each party sign the same counterpart. This Termination Agreement may be signed by electronic signatures, as defined under Wisconsin Statutes Section 137.11(8) or the U.S. federal ESIGN Act of 2000 and any subsequent corresponding statute, including without limitation facsimile, portable document format (PDF), e-mail, or other means of electronic transmission (including, without limitation, DocuSign). Any such signature shall be given the same effect as if it were an original signature on an original Termination Agreement or counterpart. Immediately upon one or more counterparts hereof, individually or taken together, bearing the signatures, electronic or otherwise, of each of the parties reflected hereon as signatories, this Termination Agreement will become legally binding, and may be introduced or submitted in any action or proceeding as competent evidence of such Termination Agreement notwithstanding the failure or inability of either party to produce or tender an original executed counterpart.

20. Conflict. Any conflict between the terms in this Termination Agreement and the terms in the Development Agreement shall be controlled by the terms in this Termination Agreement.

21. Recording. If a memorandum of the Development Agreement was recorded against the Property pursuant to Section 17.9 of the Development Agreement, Developer shall, upon the City's request, execute and deliver a recordable memorandum or notice of termination releasing such memorandum from title to the Property, in form and substance reasonably acceptable to the City.

22. No Admission. This Termination Agreement and the releases contained herein are not, and shall not be construed as, an admission of liability or wrongdoing by any party.

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

#44652765v2

IN WITNESS WHEREOF, the City and Developer have executed and delivered this Termination Agreement as of the Effective Date.

CITY:

CITY OF SHEBOYGAN

By: _____
Ryan Sorenson, City Mayor

Attest: _____
Meredith DeBruin, City Clerk

DEVELOPER:

WATERSIDE HOSPITALITY LLC

By: _____
Roland Lokre, Authorized Member

GUARANTOR ACKNOWLEDGMENT: The undersigned Guarantor acknowledges and agrees that: (i) subject to the terms of the above Termination Agreement, Guarantor's guaranty obligations under the Development Agreement or as otherwise set forth in Section 6 of the above Termination Agreement remains in full force and effect until terminated as set forth in the above Termination Agreement; (ii) Guarantor has read and understands the terms of the above Termination Agreement; and (iii) Guarantor joins in the releases set forth in Section 5(b) of the above Terminations Agreement in his individual capacity.

GUARANTOR:

_____
Roland Lokre, an individual

CITY OF SHEBOYGAN
REPORT 21-26-27

BY POLICE CHIEF.

AUGUST 10, 2026.

Pursuant to section 30-50 of the Municipal Code, I herewith submit my quarterly report showing the Benchmark Measurements for my department for the period commencing April 1, 2026 and ending June 30, 2026.

Patrol and Investigations	YTD 2026	YTD 2025	5 Yr YTD Avg ('21 to '25)	2025 Actual	2026 Benchmarks
Homicide	1	0	0	0	0
Rape	22	14	21	30	No Goal
Robbery	2	6	4	11	10
Aggravated Assault	55	80	66	141	100
Burglary	14	11	25	24	100
Theft - Larceny	239	265	263	548	800
Motor Vehicle Theft	14	11	11	21	30
Arson	1	1	1	2	10
Total Crimes Against Persons	441	438	417	839	No Goal
Total Crimes Against Property	473	476	523	1,004	No Goal
Percent of Offenses Cleared	74%	72%	69%	69%	70%
Accident Investigations	707	645	677	1,365	1,500
Traffic Stops	3,286	3,215	2,862	5,753	5,500
Traffic Arrests	2,120	1,978	1,908	3,800	No Goal
Other Arrests	1,450	1,488	1,478	2,939	No Goal
Speed Device Deployments	7	14	8	18	30
HVEE Deployments	559	350	142	601	500
Parking Tickets Issued	4,113	1,767	4,457	5,602	10,000
Neighborhood Foot Patrol	155	41	43	142	150
Hot Spot Crime Patrols	216	310	129	620	500
Field Interviews	66	63	52	134	150
Involuntary Commitments	25	35	50	68	No Goal

Administration and Outreach					
Open Records Requests	3,986	3,702	3,322	7,459	4,000
Nixle Messages Sent	14	19	32	40	250
Press Releases	5	4	8	13	50
Facebook Posts	106	92	127	194	No Goal
Facebook Followers	25,768	22,703		24,403	No Goal
Brat with a Cop Events	2	2		8	10
Other Outreach Events	68	37	58	64	80

CITY OF SHEBOYGAN
REPORT 20-26-27

BY FIRE CHIEF ERIC MONTELLANO.

AUGUST 10, 2026.

Pursuant to section 24-459 of the Municipal Code, I herewith submit my quarterly report showing the Benchmark Measurements for my department, for the period commencing April 1, 2026 and ending June 30, 2026.

2026 SECOND QUARTER REPORT

	2024 EOY	2025 EOY	2025 YTD	2026 YTD
Incident Types	NFIRS Code	NFIRS Code	NFIRS Code	NERIS Code
Fires	80	81	36	110
Rescue & EMS	5,533	5,709	2,899	2,715
Non-Fires	1,465	1,576	770	806
TOTAL	7,078	7,366	3,705	3,631
Incident Count Per Station				
Station 1	2,161	2,321	1,151	1,153
Station 2	1,209	1,240	604	659
Station 3	1,824	1,815	920	844
Station 4	1,000	1,190	576	611
Station 5	640	654	335	325
Mutual Aid Given	76	76	44	36
Mutual Aid Received	22	10	4	2
Overlapping Calls (Percent)	70%	83%	83%	79%
Overlapping Calls (Count)	4,938	6,093	3,073	2,854
Fire Loss				
Incidents	67	69	25	29
Pre Incident Value	$ 71,492,085	$ 153,787,725	$ 10,376,900	$ 60,225,050
Property Loss	$ 322,395	$ 689,925	$ 198,260	$ 223,500
Content Loss	$ 87,070	$ 536,950	$ 83,350	$ 121,630
Total Loss	$ 409,465	$ 1,226,875	$ 281,610	$ 345,130
Average Loss	$ 6,111	$ 17,781	$ 11,264	$ 11,901
Total Property Saved	$ 71,082,620	$ 152,560,850	$ 10,178,640	$ 59,879,920
Workload				
Inspections	2,358	2,450	2,110	1,625
School Safety Programs (Students)	3,090	2,974	0	0
Public Events	112	81	30	39
Station Tours	42	18	6	9
Installed Smoke Alarms	96	44	14	33
Fire Training Hours	17,548	19,575	10,021	8,147
EMS Training Hours	2,724	2,847	1,533	2,005
Investigations	75	67	25	38
Effectiveness				
ISO Rating	2	2	2	2

CITY OF SHEBOYGAN
RESOLUTION 71-26-27

BY ALDERPERSONS BOORSE AND HEIDEMANN.

AUGUST 10, 2026.

A RESOLUTION approving alcohol beverage/tobacco licenses.

WHEREAS, the following applicant(s) have completed the necessary forms required by the Wisconsin Department of Revenue and/or the City of Sheboygan for applying for an alcohol beverage/tobacco license; and

WHEREAS, the applicant(s) have been provided a list of necessary requirements that must be completed before issuance of such license; and

WHEREAS, City Staff has reviewed the license application(s) and recommends the Common Council grant the alcohol beverage/tobacco licenses for the following applicant(s) contingent upon approvals, inspections, insurance, payment of license fees and meeting State Statute requirements and Sheboygan Municipal Code.

NOW, THEREFORE, BE IT RESOLVED: The Common Council does grant the alcohol beverage/tobacco license(s) for the following applicant(s) contingent upon approvals, inspections, insurance, payment of license fees and meeting State Statute requirements and Sheboygan Municipal Code.

BE IT FURTHER RESOLVED: That the City Clerk be authorized to issue the license(s) after the applicant(s) satisfy the contingency.

"CLASS B" LIQUOR LICENSE (June 30, 2027) (NEW)

No.	Name	Address
3796	AVAZ Properties LLC (Xplicit)	1202 Michigan Avenue

CLASS "B" BEER LICENSE (June 30, 2027) (NEW)

No.	Name	Address
3813	Iris Wine Bar LLC (Iris Wine & Books)	1125 N 8th Street

"CLASS C" LICENSE (June 30, 2027) (NEW)

No.	Name	Address
3813	Iris Wine Bar LLC (Iris Wine & Books)	1125 N. 8th Street

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

Presiding Officer

_____
Ryan Sorenson, Mayor, City of Sheboygan

Attest

_____
Meredith DeBruin, City Clerk, City of Sheboygan

CITY OF SHEBOYGAN
RESOLUTION 83-26-27

ALDERPERSONS BOORSE AND CLOSE.

AUGUST 17, 2026.

A RESOLUTION authorizing the issuance and sale of up to $893,200 Taxable Private LSL Replacement Loan Program Revenue Bonds, Series 2026A, and providing for other details and covenants with respect thereto, and approval of related Financial Assistance Agreement.

WHEREAS, the City of Sheboygan, Sheboygan County, Wisconsin (the "Municipality") has established a loan program (the "Program") pursuant to which it makes loans pursuant to Section 66.0627(8)(ag), Wisconsin Statutes, to owners of property in the Municipality for the purpose of replacing private customer-side water service lines containing lead ("Loans"), which Program is hereby found and determined to be a revenue producing enterprise operated for a public purpose as a public utility by the Municipality within the meaning of Section 66.0621, Wisconsin Statutes; and

WHEREAS, simultaneously with the issuance of the revenue bonds to be authorized pursuant to this Resolution (the "Bonds"), the Municipality proposes to issue its Taxable Private LSL Replacement Loan Program Revenue Bonds, Series 2026B (the "2026B Bonds") pursuant to a resolution to be adopted on the date hereof (the "2026B Resolution"), in the amount of up to $247,500, and which 2026B Bonds are intended to be issued on the same date as the Bonds and on a parity with the Bonds; and

WHEREAS, additional funding to conduct, operate and manage the Program to finance additional Loans is necessary to meet the needs of the Municipality and the residents thereof, consisting of Loans to be made for the construction of a project (the "Project") assigned Safe Drinking Water Loan Program Project No. 4901-16 by the Department of Natural Resources; and

WHEREAS, under the provisions of Chapter 66, Wisconsin Statutes any municipality may, by action of its governing body, provide for purchasing, acquiring, constructing, extending, adding to, improving, operating and managing a public utility from the proceeds of bonds, which bonds are to be payable only from the revenues received from any source by such utility, including all rentals and fees; and

WHEREAS, the Municipality deems it to be necessary, desirable and in its best interest to authorize and sell revenue bonds of the Municipality payable solely from the revenues of the Program, pursuant to the provisions of Section 66.0621, Wisconsin Statutes, to pay the cost of the Project; and

WHEREAS, due to certain provisions of the Internal Revenue Code of 1986, as amended, it is necessary to issue such bonds on a taxable basis, and the State of Wisconsin Safe Drinking Water Loan Program has determined to allow such bonds to be issued on a taxable basis; and

WHEREAS, the 2026B Resolution provides for the issuance of the Bonds on a parity with the 2026B Bonds; and

WHEREAS, no bonds or obligations payable from the revenues of the Program are now outstanding.

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

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

(a) "Act" means Section 66.0621, Wisconsin Statutes;

(b) "Bond Registrar" means the Municipal Treasurer which shall act as Paying Agent for the Bonds;

(c) "Bonds" means the $893,200 Taxable Private LSL Replacement Loan Program Revenue Bonds, Series 2026A, of the Municipality dated their date of issuance, authorized to be issued by this Resolution;

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

(e) "Current Expenses" means the reasonable and necessary costs of operating, maintaining, administering and conducting the Program, including salaries, wages, costs of materials and supplies, insurance and audits, but shall exclude depreciation, debt service, tax equivalents and capital expenditures;

(f) "Debt Service Fund" means the Debt Service Fund of the Municipality, which shall be the "special redemption fund" as such term is defined in the Act;

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

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

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

(j) "Gross Earnings" means the gross earnings of the Program, including earnings of the Program derived from any payments made to the Municipality under any Loans, any fees or charges imposed by the Municipality with respect to the Program or Loans, any service agreements between the Municipality and any contract users of the Program, and any other monies received by the Program from any source including all rentals and fees, any tax incremental district revenues or other revenues of the Municipality appropriated by the Governing Body to the Program pursuant to Section 9, and any special assessments and Special Charges levied or imposed and collected in connection with the Loans or the Project (for the avoidance of doubt, "Gross Earnings" does not include revenues of the water system or utility of the Municipality except for any water system or utility revenues which may in the future be appropriated to the Program with Public Service Commission approval);

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

(l) "Loans" mean loans made by the Municipality pursuant to Section 66.0627(8)(ag), Wisconsin Statutes, or any successor provisions, to owners of property in the Municipality for the purpose of replacing private customer-side Lead Service Lines;

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

(n) "Municipality" means the City of Sheboygan, Sheboygan County, Wisconsin, including all of its departments and instrumentalities, including, but not limited to, the Sheboygan Water Utility;

(o) "Net Revenues" means the Gross Earnings of the Program after deduction of Current Expenses;

(p) "Parity Bonds" means bonds payable from the revenues of the Program other than the Bonds but issued on a parity and equality with the Bonds pursuant to the restrictive provisions of Section 11 of this Resolution;

(q) "Program" means the entire Private Lead Service Line Replacement Loan Program established and conducted by the Municipality for the purpose of making Loans, specifically including all funds or property of every nature now or hereafter owned by the Municipality for the purpose of making and administering Loans, including all improvements and extensions thereto made by the Municipality while any of the Bonds, 2026B Bonds and Parity Bonds remain outstanding, including all real and personal property of every nature comprising part of or used or useful in connection with such loan program and including all appurtenances, contracts, leases, franchises, and other intangibles. All elements of the Program are to be owned and operated by the Municipality as part of the Program as described in the preamble hereto;

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

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

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

(u) "Special Charges" means the special charges the Municipality imposes pursuant to Section 66.0627(8), Wisconsin Statutes, or any successor provisions, to collect loan repayments for the Loans;

(v) "2026B Bonds" means the Municipality's Taxable Private LSL Replacement Loan Program Revenue Bonds, Series 2026B, to be issued simultaneously with the Bonds; and

(w) "2026B Resolution" means a resolution adopted by the Governing Body on the date hereof authorizing the issuance of the 2026B Bonds.

Section 2. Authorization of the Bonds and the Financial Assistance Agreement. For the purpose of providing funding for the Program to make Loans to pay the cost of the Project (including legal, fiscal, engineering and other expenses), there shall be borrowed on the credit of the income and revenue of the Program up to the sum of $893,200; and fully registered revenue bonds of the Municipality are authorized to be issued in evidence thereof and sold to the State of Wisconsin Safe Drinking Water Loan Program in accordance with the terms and conditions of the Financial Assistance Agreement, which is incorporated herein by this reference and the Mayor and City Clerk of the Municipality are hereby authorized, by and on behalf of the Municipality, to execute the Financial Assistance Agreement.

Section 3. Terms of the Bonds. The Bonds shall be designated "Taxable Private LSL Replacement Loan Program Revenue Bonds, Series 2026A" (the "Bonds"); shall be dated their date of issuance; shall be numbered one and upward; shall bear interest at the rate of 0.250% per annum; shall be issued in denominations of $0.01 or any integral multiple thereof; and shall mature on the dates and in the amounts as set forth in Exhibit B of the Financial Assistance Agreement and in the Bond form attached hereto as Exhibit A as it is from time to time adjusted by the State of Wisconsin based upon the actual draws made by the Municipality. Interest on the Bonds shall be payable commencing on May 1, 2027 and semiannually thereafter on May 1 and November 1 of each year. The Bonds shall not be subject to redemption prior to maturity except as provided in the Financial Assistance Agreement.

The schedule of maturities of the Bonds is found to be such that the amount of annual debt service payments is reasonable in accordance with prudent municipal utility practices.

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

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

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

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

Section 5. Security for the Bonds. The Bonds, together with interest thereon, shall not constitute an indebtedness of the Municipality nor a charge against its general credit or taxing power. The Bonds, together with interest thereon, shall be payable only out of the Debt Service Fund hereinafter created and established, and shall be a valid claim of the registered owner or owners thereof only against such Debt Service Fund and the revenues of the Program pledged to such fund on a parity with the pledge granted to the holders of the 2026B Bonds. Sufficient revenues are hereby pledged to said Debt Service Fund, and shall be used for no other purpose than to pay the principal of, premium, if any, and interest on the Bonds, the 2026B Bonds and any Parity Bonds as the same becomes due.

Section 6. Funds and Accounts. In accordance with the Act, for the purpose of the application and proper allocation of the revenues of the Program, and to secure the payment of the principal of and interest on the Bonds, the 2026B Bonds and Parity Bonds, certain funds of the Program are hereby created and established which shall be used solely for the following respective purposes:

(a) Private LSL Replacement Loan Program Revenue Fund (the "Revenue Fund"), into which shall be deposited as received the Gross Earnings of the Program, which money shall then be divided among the Debt Service Fund, the

Operation and Maintenance Fund and the Surplus Fund in the amounts and in the manner set forth in Section 7 hereof and used for the purposes described below.

(b) Private LSL Replacement Loan Program Debt Service Fund (the "Debt Service Fund"), which shall be used for the payment of the principal of, premium, if any, and interest on the Bonds, the 2026B Bonds and Parity Bonds as the same becomes due, and which may contain a Reserve Account established by a future resolution authorizing the issuance of Parity Bonds to secure such Parity Bonds.

(c) Private LSL Replacement Loan Program Operation and Maintenance Fund (the "Operation and Maintenance Fund"), which shall be used for the payment of Current Expenses.

(d) Private LSL Replacement Loan Program Surplus Fund (the "Surplus Fund"), which shall first be used whenever necessary to pay principal of, premium, if any, or interest on the Bonds, the 2026B Bonds and Parity Bonds when the Debt Service Fund shall be insufficient for such purpose, and thereafter shall be disbursed as follows: (i) at any time, to remedy any deficiency in any of the Funds provided in this Section 6 hereof; and (ii) money thereafter remaining in the Surplus Fund at the end of any Fiscal Year may be transferred to any of the funds or accounts created herein or to reimburse the general fund of the Municipality for advances made by the Municipality to the Program.

Section 7. Application of Revenues. After the delivery of the Bonds, the Gross Earnings of the Program shall be deposited as collected in the Revenue Fund and shall be transferred monthly to the funds listed below in the following order of priority and in the manner set forth below:

(a) to the Debt Service Fund, until the amount on deposit therein is equal to the amount needed to pay the remaining installments of interest and principal coming due on the Bonds, the 2026B Bonds and any Parity Bonds then outstanding during such Fiscal Year (after giving effect to available amounts in said Fund from accrued interest, any premium or any other source), and any amount required by a future resolution authorizing the issuance of Parity Bonds to fund a Reserve Account established therein;

(b) to the Operation and Maintenance Fund, until the amount on deposit therein is equal to the remaining estimated Current Expenses for such Fiscal Year (after giving effect to available amounts in said Fund from prior deposits); and

(c) to the Surplus Fund, any amount remaining in the Revenue Fund after the monthly transfers required above have been completed.

Transfers from the Revenue Fund to the Debt Service Fund, the Operation and Maintenance Fund and the Surplus Fund shall be made monthly not later than the tenth day of each month, and such transfer shall be applicable to monies on deposit in the Revenue Fund as of the last day of the month preceding. Any other transfers and deposits to any fund required or permitted by subsection (a) through (c) of this Section, except transfers or deposits which are required to be made immediately or annually, shall be made on or before the tenth day of the month. Any transfer or deposit required to be made at the end of any Fiscal Year shall be made within sixty (60) days after the close of such Fiscal Year. If the tenth day of any month shall fall on a day other than a business day, such transfer or deposit shall be made on the next succeeding business day.

It is the express intent and determination of the Governing Body that the amounts transferred from the Revenue Fund and deposited in the Debt Service Fund shall be sufficient in any event to pay the interest on the Bonds, the 2026B Bonds and any Parity Bonds as the same accrues and the principal thereof as the same matures, and to fund the Reserve Account as required in connection with future Parity Bonds.

Section 8. Deposits and Investments. The Debt Service Fund shall be kept apart from monies in the other funds and accounts of the Municipality and the same shall be used for no purpose other than the prompt payment of principal of and interest on the Bonds, the 2026B Bonds and any Parity Bonds as the same becomes due and payable. All monies therein shall be deposited in special and segregated accounts in a public depository selected under Chapter 34, Wisconsin Statutes and may be temporarily invested until needed in legal investments subject to the provisions of Section 66.0603(1m), Wisconsin Statutes. The other funds herein created (except the Private LSL Replacement Loan Program SDWLP Project Fund) may be combined in a single account in a public depository selected in the manner set forth above and may be temporarily invested until needed in legal investments subject to the provisions of Section 66.0603(1m), Wisconsin Statutes.

Section 9. Service to the Municipality. In recognition of and consideration for the public health benefit rendered to the Municipality by the Program by financing the elimination of lead from the public drinking water supply for public purposes, the Municipality agrees that it shall be charged and shall make payments to the Program in monthly installments as the service and benefit accrues, out of the current revenues of the Municipality collected or in the process of collection, exclusive of the revenues derived from the Program; that is to say, out of the tax levy of the Municipality made by it to raise money to meet its necessary current expenses. The amount of the charge and payment for the service and benefit provided to the Municipality in each year shall be equal to an amount which, together with other revenues of the Program, will produce in each Fiscal Year Net Revenues equivalent to not less than 100% of the annual principal and interest

requirements on the Bonds, the 2026B Bonds, any Parity Bonds and any other obligations payable from the revenues of the Program then outstanding. However, such payment out of the tax levy shall be subject to (a) approval of the Public Service Commission, or successors to its function, if applicable, (b) yearly appropriations therefor, and (c) applicable levy limitations, if any; and neither this Resolution nor such payment shall be construed as constituting an obligation of the Municipality to make any such appropriation over and above the reasonable cost and value of the service and benefit rendered to the Municipality and its inhabitants or to make any subsequent payment over and above such reasonable cost and value.

Section 10. Operation of Program; Municipality Covenants. It is covenanted and agreed by the Municipality with the owner or owners of the Bonds, and each of them, that the Municipality will perform all of the obligations of the Municipality as set forth in the Financial Assistance Agreement.

Section 11. Additional Bonds. The Bonds are issued on a parity with the 2026B Bonds. No bonds or obligations payable out of the revenues of the Program may be issued in such manner as to enjoy priority over the Bonds or with a lien and pledge that is junior and subordinate to that of the Bonds. Parity Bonds may be issued only under the following circumstances:

(a) Additional Parity Bonds may be issued for the purpose of completing the Project and for the purpose of financing costs of the Project which are ineligible for payment under the State of Wisconsin Safe Drinking Water Loan Program. However, such additional Parity Bonds shall be in an aggregate amount not to exceed 20% of the face amount of the Bonds; or

(b) Additional Parity Bonds may also be issued if all of the following conditions are met:

(1) The State of Wisconsin Safe Drinking Water Loan Program has consented in writing to the issuance of such additional bonds on a parity with the Bonds.

(2) The payments required to be made into the funds enumerated in Section 6 of this Resolution must have been made in full.

(3) The additional bonds must have principal maturing on May 1 of each year and interest falling due on May 1 and November 1 of each year.

(4) The proceeds of the additional bonds must be used only for the purpose of providing additional funding for the Program to make Loans, or to refund obligations issued for such purpose.

Section 12. Sale of Bonds. The sale of the Bonds to the State of Wisconsin Safe Drinking Water Loan Program for the purchase price of up to $893,200 and at par, is ratified and confirmed; and the officers of the Municipality are authorized and directed to do any and all acts, including executing the Financial Assistance Agreement and the Bonds as hereinabove provided, necessary to conclude delivery of the Bonds to said purchaser, as soon after adoption of this Resolution as is convenient. The purchase price for the Bonds shall be paid upon requisition therefor as provided in the Financial Assistance Agreement, and the officers of the Municipality are authorized to prepare and submit to the State requisitions and disbursement requests in anticipation of the execution of the Financial Assistance Agreement and the issuance of the Bonds.

Section 13. Application of Bond Proceeds. The proceeds of the sale of the Bonds shall be deposited by the Municipality into a special fund designated as "Private LSL Replacement Loan Program SDWLP Project Fund." The Private LSL Replacement Loan Program SDWLP Project Fund shall be used solely for the purpose of paying the costs of the Project as more fully described in the preamble hereof and in the Financial Assistance Agreement. Moneys in the Private LSL Replacement Loan Program SDWLP Project Fund shall be disbursed within three (3) business days of their receipt from the State of Wisconsin and shall not be invested in any interest-bearing account.

Section 14. Amendment to Resolution. After the issuance of any of the Bonds, no change or alteration of any kind in the provisions of this Resolution may be made until all of the Bonds have been paid in full as to both principal and interest, or discharged as herein provided, except: (a) the Municipality may, from to time, amend this Resolution without the consent of any of the owners of the Bonds, but only to cure any ambiguity, administrative conflict, formal defect, or omission or procedural inconsistency of this Resolution; and (b) this Resolution may be amended, in any respect, with a written consent of the owners of not less than two-thirds (2/3) of the principal amount of the Bonds then outstanding, exclusive of Bonds held by the Municipality; provided, however, that no amendment shall permit any change in the pledge of revenues derived from the Program or the maturity of any Bond issued hereunder, or a reduction in the rate of interest on any Bond, or in the amount of the principal obligation thereof, or in the amount of the redemption premium payable in the case of redemption thereof, or change the terms upon which the Bonds may be redeemed or make any other modification in the terms of the payment of such principal or interest without the written consent of the owner of each such Bond to which the change is applicable.

Section 15. Defeasance. When all Bonds have been discharged, all pledges, covenants and other rights granted to the owners thereof by this Resolution shall cease. The Municipality may discharge all Bonds due on any date by irrevocably depositing in escrow with a suitable bank or trust company a sum of cash and/or bonds or securities issued or guaranteed as to principal and interest of the U.S. Government, or of a commission, board or other instrumentality of the U.S. Government, maturing on the dates and bearing interest at the rates required to provide funds sufficient to pay when due the

interest to accrue on each of said Bonds to its maturity or, at the Municipality's option, if said Bond is prepayable to any prior date upon which it may be called for redemption, and to pay and redeem the principal amount of each such Bond at maturity, or at the Municipality's option, if said Bond is prepayable, at its earliest redemption date, with the premium required for such redemption, if any, provided that notice of the redemption of all prepayable Bonds on such date has been duly given or provided for.

Section 16. Resolution a Contract. The provisions of this Resolution shall constitute a contract between the Municipality and the owner or owners of the Bonds, and after issuance of any of the Bonds no change or alteration of any kind in the provisions of this Resolution may be made, except as provided in Section 14, until all of the Bonds have been paid in full as to both principal and interest. The owner or owners of any of the Bonds shall have the right in addition to all other rights, by mandamus or other suit or action in any court of competent jurisdiction, to enforce such owner's or owners' rights against the Municipality, the Governing Body thereof, and any and all officers and agents thereof including, but without limitation, the right to require the Municipality, its Governing Body and any other authorized body, to establish and collect charges and other revenues fully adequate to carry out all of the provisions and agreements contained in this Resolution.

Section 17. Continuing Disclosure. The officers of the Municipality are hereby authorized and directed, if requested by the State of Wisconsin, to provide to the State of Wisconsin Safe Drinking Water Loan Program and to such other persons or entities as directed by the State of Wisconsin such ongoing disclosure regarding the Municipality's financial condition and other matters, at such times and in such manner as the Safe Drinking Water Loan Program may require, in order that securities issued by the Municipality and the State of Wisconsin satisfy rules and regulations promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended and as it may be amended from time to time, imposed on brokers and dealers of municipal securities before the brokers and dealers may buy, sell, or recommend the purchase of such securities.

Section 18. Conflicting Resolutions. All ordinances, resolutions, or orders, or parts thereof heretofore enacted, adopted or entered, in conflict with the provisions of this Resolution, are hereby repealed and this Resolution shall be in effect from and after its passage.

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

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

EXHIBIT A

(Form of Municipal Obligation)

REGISTERED	UNITED STATES OF AMERICA	REGISTERED
NO. _____	STATE OF WISCONSIN SHEBOYGAN COUNTY CITY OF SHEBOYGAN	$_____

TAXABLE PRIVATE LSL REPLACEMENT LOAN PROGRAM
REVENUE BOND, SERIES 2026A

Final Maturity Date	Date of Original Issue
May 1, 2038	_____, 20__

REGISTERED OWNER: STATE OF WISCONSIN SAFE DRINKING WATER LOAN PROGRAM

FOR VALUE RECEIVED the City of Sheboygan, Sheboygan County, Wisconsin (the "Municipality") hereby acknowledges itself to owe and promises to pay to the registered owner shown above, or registered assigns, solely from the fund hereinafter specified, the principal sum of an amount not to exceed _____ DOLLARS ($_____) (but only so much as shall have been drawn hereunder, as provided below) on May 1 of each year commencing May 1, 2028 until the final maturity date written above, together with interest thereon (but only on amounts as shall have been drawn hereunder, as provided below) from the dates the amounts are drawn hereunder or the most recent payment date to which interest has been paid, at the rate of 0.250% per annum, calculated on the basis of a 360-day year made up of twelve 30-day months, such interest being payable on the first days of May and November of each year, with the first interest being payable on May 1, 2027.

The principal amount evidenced by this Bond may be drawn upon by the Municipality in accordance with the Financial Assistance Agreement entered by and between the Municipality and the State of Wisconsin by the Department of Natural Resources and the Department of Administration (the "Financial Assistance Agreement") including capitalized interest transferred (if any). The principal amounts so drawn shall be repaid in installments on May 1 of each year commencing on May 1, 2028 in an amount equal to an amount which when amortized over the remaining term of this Bond plus current payments of interest (but only on amounts drawn hereunder) at Zero and 250/1000ths percent (0.250%) per annum shall result in equal annual payments of the total of principal and the semiannual payments of interest. The State of Wisconsin Department of Administration shall record such draws and corresponding principal repayment schedule on a cumulative basis in the format shown on the attached Schedule A.

COPY

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

This Bond shall not be redeemable prior to its maturity, except as set forth in the Financial Assistance Agreement.

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

This Bond is issued for the purpose of providing funding for the Private Lead Service Line ("LSL") Replacement Loan Program of the Municipality (the "Program") to make loans to owners of property within the Municipality for the purpose of replacing private customer-side water service lines containing lead, pursuant to Article XI, Section 3, of the Wisconsin Constitution, Section 66.0621, Wisconsin Statutes, and a resolution adopted August 17, 2026, and entitled: "Resolution Authorizing the Issuance and Sale of Up to $893,200 Taxable Private LSL Replacement Loan Program Revenue Bonds, Series 2026A, and Providing for Other Details and Covenants With Respect Thereto, and Approval of Related Financial Assistance Agreement" and is payable only from the income and revenues of the Program. The Bonds are issued on a parity with the Municipality's Taxable Private LSL Replacement Loan Program Revenue Bonds, Series 2026B, dated September 9, 2026, as to the pledge of income and revenues of the Program. This Bond does not constitute an indebtedness of said Municipality within the meaning of any constitutional or statutory debt limitation or provision.

It is hereby certified, recited and declared that all acts, conditions and things required to exist, happen, and be performed precedent to and in the issuance of this Bond have existed, have happened and have been performed in due time, form and manner as required by law; and that sufficient of the income and revenue to be received by said Municipality from the operation of the Program has been pledged to and will be set aside into a special fund for the payment of the principal of and interest on this Bond.

COPY

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

CITY OF SHEBOYGAN,
WISCONSIN

(SEAL)

By:_____
Ryan Sorenson
Mayor

By:_____
Meredith DeBruin
City Clerk

COPY

(Form of Assignment)

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

_____

_____

_____

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

Please insert Social Security or other identifying number of Assignee

_____

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

_____

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

Dated:_____

_____

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

Signature(s) guaranteed by

_____

COPY

SCHEDULE A

$893,200

CITY OF SHEBOYGAN, WISCONSIN
TAXABLE PRIVATE LSL REPLACEMENT LOAN PROGRAM REVENUE BONDS, SERIES 2026A

Amount of Disbursement	Date of Disbursement	Series of Bonds	Principal Repaid	Principal Balance

COPY

SCHEDULE A (continued)

PRINCIPAL REPAYMENT SCHEDULE

Date	Principal Amount
May 1, 2028	$80,190.07
May 1, 2029	80,390.54
May 1, 2030	80,591.52
May 1, 2031	80,793.00
May 1, 2032	80,994.98
May 1, 2033	81,197.47
May 1, 2034	81,400.46
May 1, 2035	81,603.96
May 1, 2036	81,807.98
May 1, 2037	82,012.49
May 1, 2038	82,217.53

COPY

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State of Wisconsin
DEPARTMENT OF NATURAL RESOURCES
101 S. Webster Street
Box 7921
Madison WI 53707-7921

Tony Evers, Governor
Karen Hyun, Ph.D., Secretary
Telephone 608-266-2621
Toll Free 1-888-936-7463
TTY Access via relay - 711

August 10, 2026

JOE TRUEBLOOD, SUPERINTENDENT
CITY OF SHEBOYGAN
828 CENTER AVENUE
SHEBOYGAN WI 53081-4442

SUBJECT: Safe Drinking Water Loan Program, Project No. 4901-16
BIL SFY26 LSL Program
Financial Assistance Agreement - September 9, 2026

Dear Mr. Trueblood:

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

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

To close the loan on September 9, 2026, we need to follow the Loan Closing Schedule (Attachment 1).

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

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

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

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

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

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

Sincerely,

Becky Scott, Section Manager
Environmental Loans Section
Bureau of Community Financial Assistance

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

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ATTACHMENT #1

Safe Drinking Water Loan Program Project No. 4901-16
City of Sheboygan
BIL SFY26 LSL Program
Financial Assistance Agreement – Closing Schedule

By July 27, 2026:

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

By August 10, 2026:

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

On August 17, 2026:

-- Municipality holds properly noticed meeting at which time:

1. Municipal Obligation Resolution is adopted.
2. Bond related documents are signed by municipal officials.
3. DNR FAA is signed by municipal officials using DocuSign.

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

By September 7, 2026:

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

September 9, 2026:

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

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ATTACHMENT #2

Safe Drinking Water Loan Program Project No. 4901-16
City of Sheboygan
BIL SFY26 LSL Program
Financial Assistance Agreement Summary
Distribution Sheet

LOAN INFO

Total Project Amount: $3,572,800

Principal Forgiveness Amount: $2,679,600

Net SDWLP Loan Amount: $893,200

Pledge: Taxable Alternative Revenue Lien Priority: Senior-Parity Loan Term: 12 Years

Federal Equivalency Project: Yes Composite Interest Rate: 0.250%

DOCUMENT INFO

Date of Municipal Obligation Resolution – August 17, 2026

CLOSING INFO

Refinancing: None Date of Refinancing: N/A

Estimated First Disbursement: N/A

MUNICIPAL INFO

Municipal ID: 59281

Substantial Completion Date: December 31, 2027

DISTRIBUTION

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

Department of Administration
Jessica Fandrich
State of Wisconsin DOA Capital Finance Office
101 East Wilson Street, 10th Floor
PO Box 7864
Madison WI 53707-7864
608-267-2734
jessica.fancrich1@wisconsin.gov

Municipality
Joe Trueblood
City of Sheboygan
828 Center Avenue
Sheboygan WI 53081-4442
920-459-3361
joetrueblood@sheboyganwater.org

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

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

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

STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES
DEPARTMENT OF ADMINISTRATION

and

CITY OF SHEBOYGAN

$3,572,800 With up to $2,679,600 PRINCIPAL FORGIVENESS

FINANCIAL ASSISTANCE AGREEMENT

Dated as of September 9, 2026

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

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

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

Municipal Identification No. 59281

Safe Drinking Water Loan Program Project No. 4901-16

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WITNESSETH:

WHEREAS, this is a FINANCIAL ASSISTANCE AGREEMENT (the “FAA”), dated September 9, 2026, between the STATE OF WISCONSIN Safe Drinking Water Loan Program (the “SDWLP”), by the Department of Natural Resources (the “DNR”) and the Department of Administration (the “DOA”), acting under authority of ss. 281.59 and 281.61, Wis. Stats., as amended (the "Statute"), and the City of Sheboygan, a municipality within the meaning of the Statute, duly organized and existing under the laws of the State of Wisconsin (the "Municipality"); and

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

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

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

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

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

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

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

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

WHEREAS, the Municipality certifies to the SDWLP that it meets the requirements for the dedicated source of revenue established for repayment of the Municipal Obligations;

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

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ARTICLE I

DEFINITIONS; RULES OF INTERPRETATION

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

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

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

"Application" means the written application of the Municipality dated June 25, 2025, for financial assistance under the Statute.

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

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

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

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

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

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

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

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

“FAA” means this Financial Assistance Agreement.

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

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

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

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

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

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

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

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

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

(a) this FAA and the performance by the Municipality of its obligations thereunder have been duly authorized by all necessary actions by the governing body of the Municipality, and this FAA has been duly executed and delivered by the Municipality;

(b) the Municipal Obligations have been duly authorized, executed, and delivered by the Municipality and sold to the SDWLP;

(c) each of this FAA and the Municipal Obligations constitutes a legal, valid, and binding obligation of the Municipality, enforceable against the Municipality in accordance with its respective terms (provided that enforceability thereof may be subject to bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting creditors' rights heretofore or hereafter enacted to the extent constitutionally applicable and that its enforcement may also be subject to the exercise of judicial discretion in appropriate cases);

(d) the Municipal Obligations constitute special obligations of the Municipality secured as to payment of principal, interest, and redemption price by the pledged revenues as set forth therein; and

(e) interest on the Municipal Obligations is included in gross income of the owners thereof for federal income taxation purposes.

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

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

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

“Parity Obligations” means the Municipality's $247,500 Taxable Private LSL Replacement Loan Program Revenue Bonds, Series 2026B, dated September 9, 2026; and any other obligations issued on a parity with the Municipal Obligations pursuant to the restrictive provisions of Section 11 of the Municipal Obligation Resolution.

“Principal Forgiveness” means Financial Assistance received in the form of forgiveness of a portion of the Loan principal pursuant to the Act, Regulations, and this FAA of which no repayment thereof shall be required except as may be required per the Act, Statute, Regulations, or this FAA. The total amount of principal forgiveness available for this Project as of the date of this FAA is $2,679,600.

"Program Resolution" means the Amended and Restated Program Resolution for State of Wisconsin Environmental Improvement Fund Revenue Obligations adopted by the State of Wisconsin Building

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Commission on February 15, 2017, as such may from time to time be further amended or supplemented by Supplemental Resolutions in accordance with the terms and provisions of the Program Resolution.

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

“Project” means the project assigned SDWLP Project No. 4901-16 by DNR, described in the Project Manager Summary Page (Exhibit C).

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

“Property Owner Loan Program” means the entire Private Lead Service Line Replacement Loan Program established and conducted by the Municipality for the purpose of making Property Owner Loans, specifically including all funds or property of every nature now or hereafter owned by the Municipality for the purpose of making and administering Property Owner Loans, including all improvements and extensions thereto made by the Municipality while any of the Municipal Obligations and Parity Obligations remain outstanding, including all real and personal property of every nature comprising part of or used or useful in connection with such Property Owner Loan Program and including all appurtenances, contracts, leases, franchises, and other intangibles.

“Property Owner Loans” means loans made by the Municipality pursuant to Section 66.0627(8)(ag), Wisconsin Statutes, or any successor provisions, to owners of property in the Municipality for the purpose of replacing private customer-side Lead Service Lines.

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

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

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

“Special Charges” means the special charges the Municipality imposes pursuant to Section 66.0627(8) Wisconsin Statutes, or any successor provisions, to collect loan repayments for the Property Owner Loans.

"State" means the State of Wisconsin.

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

"Substantial Completion Date" means the end of the calendar year following the second construction season which is December 31, 2027.

“Supplemental Resolution” shall have the meaning set forth in the Program Resolution.

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

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

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

(a) Words importing the singular number shall include the plural number and vice versa, and one gender shall include all genders.

(b) All references herein to particular articles or sections are references to articles or sections of this FAA.

(c) The captions and headings herein are solely for convenience of reference and shall not constitute a part of this FAA, nor shall they affect its meaning, construction, or effect.

(d) The terms "hereby", "hereof", "hereto", "herein", "hereunder", and any similar terms as used in this FAA refer to this FAA in its entirety and not the particular article or section of this FAA in which they appear. The term "hereafter" means after and the term "heretofore" means before the date of delivery of this FAA.

(e) All accounting terms not otherwise defined in this FAA have the meanings assigned to them in accordance with generally accepted accounting principles, and all computations provided for herein shall be made in accordance with generally accepted accounting principles.

ARTICLE II

REPRESENTATIONS

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

(a) Reserved

(b) The SDWLP has complied with the provisions of the Statute and has full power and authority to execute and deliver this FAA, consummate the transactions contemplated hereby, and perform its obligations hereunder.

(c) The SDWLP is not in violation of any of the provisions of the Constitution or laws of the State which would affect its powers referred to in the preceding paragraph (b).

(d) Pursuant to the Statute, the SDWLP is authorized to execute and deliver this FAA, and to take actions and make determinations that are required of the SDWLP under the terms and conditions of this FAA.

(e) The execution and delivery by the SDWLP of this FAA and the consummation of the transactions contemplated by this FAA shall not violate any indenture, mortgage, deed of trust, note, agreement, or other contract or instrument to which the State is a party, or by which it is bound, or, to the best of the SDWLP’s knowledge, any judgment, decree, order, statute, rule, or regulation applicable to the SDWLP; all consents, approvals, authorizations, and orders of governmental or regulatory authorities that are required for the consummation of the transactions contemplated thereby have been obtained.

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(f) To the knowledge of the SDWLP, there is no action, suit, proceeding, or investigation, at law or in equity, before or by any court, public board, or body, threatened against, pending, or affecting the SDWLP, or, to the knowledge of the SDWLP, any basis therefore, wherein an unfavorable decision, ruling, or finding would adversely affect the transactions contemplated hereby or which, in any way, could adversely affect the validity of this FAA or any agreement or instrument to which the State is a party and which is used or contemplated for use in consummation of the transactions contemplated by each of the foregoing.

(g) The Project is on the DNR funding list for the 2026 state fiscal year.

(h) The SDWLP is granting a variance to s. NR 166.07(1)(q), Wis. Adm. Code, to allow privately-owned Lead Service Lines to be eligible for funding without Wisconsin Public Service Commission approval of a lead service line replacement program or making a general obligation pledge.

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

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

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

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

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

(d) The governing body of the Municipality has duly approved the execution and delivery of this FAA and the issuance and delivery of the Municipal Obligations in the aggregate principal amount of $893,200 and authorized the taking of any and all action as may be required on the part of the Municipality and its authorized officers to carry out, give effect to, and consummate the transactions contemplated by each of the foregoing.

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

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

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

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

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

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

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

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

(i) The resolutions of the Municipality accepting the Financial Assistance and the Municipal Obligation Resolution have been duly adopted by the Municipality and remain in full force and effect as of the date hereof.

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

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

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

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

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indirectly by the Municipality as working capital or to finance inventory, as opposed to capital improvements.

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

(o) Reserved.

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

(q) Reserved.

(r) Reserved.

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

(t) The Municipality has established repayment requirements for Property Owner Loans to be made under the Property Owner Loan Program that will generate annually sufficient revenue to pay the principal of and interest on the Municipal Obligations.

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

(v) Reserved.

(w) Reserved.

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

(y) The Municipality acknowledges that the State reserves the right upon default by the Municipality hereunder to have a receiver appointed to collect Property Owner Loan repayments from the operation of the Municipality's Property Owner Loan Program.

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

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

(bb) Reserved.

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(cc) The Municipality acknowledges that it is eligible to receive Financial Assistance in the form of a Loan of $3,572,800 with Principal Forgiveness of $2,679,600 for payment of Project Costs.

(dd) The Municipality acknowledges that if it makes a Property Owner Loan and the Property Owner Loan is not repaid, the Municipality shall not recoup the unpaid Property Owner Loan amount from water utility ratepayer funds without the approval of the Wisconsin Public Service Commission under s. 196.372, Wis. Stats.

(ee) The Municipality represents that an ordinance has been adopted that requires each owner of a property that is serviced by a private Lead Service Line to replace that private Lead Service Line in accordance with s. 66.0627(8)(ag)2., Wis. Stats.

(ff) The Municipality acknowledges that they have final responsibility for assuring compliance with all federal requirements of the Lead Service Line Replacement Program whether the work is completed under a municipally-bid contract or completed utilizing a prequalified list of plumbers and contractors from which property owners contract directly.

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

ARTICLE III

LOAN PROVISIONS

Section 3.01. Loan Clauses

(a) Subject to the conditions and in accordance with the terms of this FAA, the SDWLP hereby agrees to make the Loan and the Municipality agrees to accept the Loan. As evidence of the portion of the Loan made to the Municipality remaining subsequent to the Principal Forgiveness, the Municipality hereby agrees to sell to the SDWLP Municipal Obligations in the aggregate principal amount of $893,200. The SDWLP shall pay for the Municipal Obligations in lawful money of the United States, which shall be disbursed as provided in this FAA.

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

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

(d) Disbursements of Financial Assistance shall generally be made: first in the form of Loan disbursements that include the applicable percentage of Principal Forgiveness up to $2,679,600; and second, if the Principal Forgiveness cap has been reached, in the form of Loan disbursements on the Municipal Obligations. Principal Forgiveness will be applied at the time of Loan disbursement.

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

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

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

Section 3.02. Type of Municipal Obligation and Security The Municipality's obligation to meet annual debt service requirements on the Municipal Obligations shall be a revenue obligation evidenced by issuance of revenue bonds pursuant to s. 66.0621, Wis. Stats. The security for the Municipality's obligation shall be a pledge of revenues to be derived from the Municipality's Property Owner Loan Program, including the Special Charges, and the Municipality shall agree that, if revenues from the Property Owner Loan Program are insufficient to meet annual debt service requirements, the Municipality shall, in recognition of and consideration for the public health benefit rendered to the Municipality by the Property Owner Loan Program by financing the elimination of lead from the public drinking water supply, pay the Property Owner Loan Program an amount sufficient to meet annual debt service requirements as provided in and subject to the conditions set forth in Section 9 of the Municipal Obligation Resolution. The annual revenues shall be equal to not less than the annual principal and interest requirements on the Municipal Obligations, any Parity Obligations, and any other debt obligations payable from the revenues of the Property Owner Loan Program then outstanding. The Municipal Obligations are also secured as provided in Section 3.07 hereof.

Section 3.03. Municipal Obligations Amortization Principal and interest payments on the Municipal Obligations shall be due on the dates set forth in Exhibit B of this FAA. The payment amounts shown on Exhibit B are for informational purposes only and assume the full amount of the Municipal Obligations is disbursed and that the full amount of Principal Forgiveness available is applied to the Loan on September 9, 2026. It is understood that the actual amounts of the Municipality’s Municipal Obligations payments shall be based on the actual dates and amounts of disbursements on the Municipal Obligations. Notwithstanding the foregoing or anything in the Municipal Obligations, the Municipal Obligations shall be for no longer than twelve (12) years from the date of this FAA and shall mature and be fully amortized not later than twelve (12) years after the original issue date of the Municipal Obligations. Repayment of principal on the Municipal Obligations shall begin not later than twelve (12) months after the expected or actual Substantial Completion date of the Project.

Section 3.04. Sale and Redemption of Municipal Obligations

(a) Municipal Obligations may be prepaid with prior written consent of the SDWLP. The SDWLP has sole discretion to withhold such consent. Advance notice of prepayment requests must be submitted to doaeif@wisconsin.gov. Only electronic prepayments will be accepted and payments must occur on the published DNR and DOA disbursement dates.

(b) The Municipality shall pay all costs and expenses of the SDWLP in effecting the redemption of the Bonds to be redeemed with the proceeds of the prepayment of the Municipal Obligations. Such costs and expenses may include any prepayment premium applicable to the SDWLP and any investment losses incurred or sustained by the SDWLP resulting directly or indirectly from any such prepayment.

(c) Subject to subsection (a), the Municipality may prepay the Municipal Obligations with any settlements received from any third party relating to the design or construction of the Project.

(d) Prepayments of the Municipal Obligations shall be applied pro rata to all maturities of the Municipal Obligations.

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Section 3.05. Disbursement of Financial Assistance

(a) Under this FAA, Financial Assistance shall be drawn in the order specified in Section 3.01(d) of this document.

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

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

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

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

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

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

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

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

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

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

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

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

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Section 3.06. Remedies

(a) If the Municipality:

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

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

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

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

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

(ii) Project work may be suspended.

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

(iv) Other administrative remedies may be pursued.

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

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

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

(3) Reserved.

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

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

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

Section 3.07. Security for the Municipal Obligations In accordance with the terms of the Municipal Obligation Resolution:

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(a) as security for the Municipal Obligations, the Municipality hereby pledges the revenue to be derived from the Municipality's Property Owner Loan Program (which is a dedicated source of revenue); and

(b) other than as already pledged to the Parity Obligations, which the SDWLP consents to being payable on a parity basis with the Municipal Obligations, the Municipality shall not pledge the revenues, except as provided in Section 11 of the Municipal Obligation Resolution, to be derived from the Municipality's Property Owner Loan Program or other revenues pledged under Section 3.07(a) above, to any person other than the SDWLP, unless the revenues pledged to such other person meet the highest debt coverage ratio then applicable to the Municipality's Property Owner Loan Program revenue obligations.

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

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

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

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

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

ARTICLE IV

CONSTRUCTION OF THE PROJECT

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

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

Section 4.02. Construction of the Project

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

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

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

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

Section 4.04. Completion of the Project

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

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

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

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

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

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

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

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

Section 4.05. Payment of Additional Project Costs

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

(b) In the event this Financial Assistance is not sufficient to pay the costs of the Project in full, the Municipality shall nonetheless complete the Project and pay that portion of the Project Costs

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as may be in excess of available Financial Assistance, and shall not be entitled to any reimbursement thereof from the SDWLP, or the owners of any bonds, except from the proceeds of additional financing which may be provided by the SDWLP pursuant to an amendment of this FAA or through a separate financial assistance agreement.

Section 4.06. No Warranty Regarding Condition, Suitability, or Cost of Project Neither the SDWLP, DOA, DNR, nor the Trustee makes any warranty, either express or implied, as to the Project or its condition, or that it shall be suitable for the Municipality's purposes or needs, or that the Financial Assistance shall be sufficient to pay the costs of the Project. Review or approval of engineering reports, facilities plans, plans and specifications, or other documents, or the inspection of Project construction by DNR, does not relieve the Municipality of its responsibility to properly plan, design, and build the Project as required by laws, regulations, permits, and good management practices. DNR or its representatives are not responsible for increased costs resulting from defects in Project documents. Nothing in this section prohibits a Municipality from requiring more assurances, guarantees, indemnity, or other contractual requirements from any party performing Project work.

ARTICLE V

COVENANTS

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

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

Section 5.03. Property Owner Loans

(a) The Municipality agrees that every Property Owner Loan shall be made only pursuant to a written loan agreement with the benefitting property owner. Each such loan agreement shall set forth, among other things, the amount of the Property Owner Loan, the interest rate, the length of the term, and the collection of loan repayments as a special charge on the property owner’s tax bill.

(b) The Municipality agrees that any application, administration, or other fee charged to Property Owner Loan applicants or recipients along with the interest rate charged on the Property Owner Loans shall be reasonable and shall not exceed the amount that is reasonably necessary to recover the Municipality’s costs of operating and administering the Property Owner Loan Program. The Municipality further agrees that the interest rate charged on the Property Owner Loans shall not exceed 4%.

Section 5.04. Special Charges

(a) For every Property Owner Loan made by the Municipality, the Municipality shall collect amounts due under the Property Owner Loan as a Special Charge in accordance with Section 66.0627(8)(am), Wisconsin Statutes.

(b) The Municipality shall include each installment of every Property Owner Loan as a Special Charge against the benefitting property in the next succeeding tax roll for collection and settlement under Ch. 74 of the Wisconsin Statutes.

(c) Such Special Charges may be collected in installments over no more than ten (10) years.

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(d) The Municipality shall take all steps to collect any delinquent Property Owner Loan installment payments as provided in Section 66.0627(8)(c), Wisconsin Statutes, which provides that they become a lien on the benefitted property which runs with the land, have the same priority as a special assessment lien, and may be enforced by foreclosure under Section 75.521, Wisconsin Statutes.

Section 5.05. Establishment of Project Accounts; Audits

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

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

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

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

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

Section 5.09. Public Ownership The Municipality shall at all times retain ownership of the Water System to which the Service Lines funded through this FAA are attached.

Section 5.10. Loan Repayment Covenant The Municipality hereby certifies that it shall establish loan repayments with respect to the Project in accordance with applicable laws and the Statute and in amounts such that revenues of the Municipality with respect to the Project shall be sufficient, together with other funds available to the Municipality for such purposes, to pay all amounts due under this FAA and the Municipal Obligations.

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

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

Section 5.13. Nondiscrimination Covenant

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

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

(c) The Municipality shall follow all federal statutes and regulations prohibiting discrimination, without limitation, including the following:

(1) Age Discrimination Act, Pub. L. 94-135

(2) Equal Employment Opportunity, Executive Order 11246

(3) Section 13 of the Clean Water Act, Pub. L. 92-500

(4) Section 504 of the Rehabilitation Act, Pub. L 93-112 supplemented by Executive Orders 11914 and 11250

(5) Title VI of the Civil Rights Act, Pub. L 88-352

(6) Participation by Disadvantaged Business Enterprises in Procurement, s. NR 162.08(4) and s. NR 166.11(4) Wis. Adm. Code.

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

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

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

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

Section 5.18. Reserved

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

Section 5.20. Maintenance of Legal Existence

(a) Except as provided in par. (b), the Municipality shall maintain its legal existence and shall not dissolve or otherwise dispose of all or substantially all of its assets and shall not consolidate with or merge into another legal entity.
(b) A Municipality may consolidate with or merge into any other legal entity, dissolve or otherwise dispose of all of its assets or substantially all of its assets, or transfer all or substantially all of its assets to another legal entity (and thereafter be released of all further obligation under this FAA and the Municipal Obligations) if:

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

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

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

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

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

Section 5.22. American Iron and Steel and Build America, Buy America The Municipality agrees to comply with all federal requirements applicable to the Project, including those imposed by the

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Infrastructure Investment and Jobs Act, which the Municipality understands requires that all iron and steel, manufactured products, and construction materials used in the Project are to be produced in the United States (Build America, Buy America requirements) unless the Municipality requested and obtained a waiver from the cognizant agency pertaining to the Project or the Project is otherwise covered by a general applicability waiver.

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

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

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

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

ARTICLE VI

MISCELLANEOUS

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

(a) DEPARTMENT OF ADMINISTRATION
OFFICE OF CAPITAL FINANCE
SAFE DRINKING WATER LOAN PROGRAM
101 EAST WILSON STREET 10TH FLOOR
MADISON WI 53702-0004
OR
PO BOX 7864
MADISON WI 53707-7864

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(b) DEPARTMENT OF NATURAL RESOURCES
BUREAU OF COMMUNITY FINANCIAL ASSISTANCE
101 SOUTH WEBSTER STREET CF/2
MADISON WI 53702-0005
OR
PO BOX 7921
MADISON WI 53707-7921

(c) US BANK CORP TRUST
DIANE PUTZEL EP-MN-WS3T
60 LIVINGSTON AVENUE
ST PAUL MN 55101-2292

(d) CITY OF SHEBOYGAN
828 CENTER AVENUE
SHEBOYGAN WI 53081-4442

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

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

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

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

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

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

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

Section 6.08. Further Assurances The Municipality shall, at the request of DNR and DOA, authorize, execute, acknowledge, and deliver such further resolutions, conveyances, transfers, assurances, financing statements, and other instruments as may be necessary or desirable for: better assuring, conveying, awarding, assigning, and confirming the rights, security interests, and agreements awarded or intended to be awarded by this FAA and relating to the Municipal Obligations.

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

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

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

(a) The SDWLP and the Municipality may enter into an agreement to terminate this FAA at any time. The termination agreement shall establish the effective date of termination of this FAA, the basis for settlement of termination costs, and the amount and date of payment of any sums due either party.

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

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

(a) there has been substantial non-performance of the Project work by the recipient without justification under the circumstances;

(b) there is substantial evidence this FAA was obtained by fraud;

(c) there is substantial evidence of gross abuse or corrupt practices in the administration of the Project;

(d) the Municipality has failed to comply with the covenants contained in this FAA; or

(e) any of the representations of the Municipality contained in this FAA were false in any material respect.

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

CITY OF SHEBOYGAN

By:_____
Ryan Sorenson
Mayor

Attest:_____
Meredith DeBruin
City Clerk

STATE OF WISCONSIN
DEPARTMENT OF ADMINISTRATION

By:_____
Authorized Officer

STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES

By:_____
Authorized Officer

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EXHIBIT A

PROJECT BUDGET SHEET

CITY OF SHEBOYGAN
SDWLP Project No. 4901-16

	Total Project Costs/SDWLP Total Award Amount for this Project
Force Account	0
Interim Financing	0
Preliminary Engineering	0
Land or Easement Acquisition	0
Engineering/Construction Mgmt.	0
Construction/Equipment	3,572,800
Contingency	0
Miscellaneous Costs	0
SDWLP Closing Costs	0
TOTAL	**$3,572,800**
Principal Forgiveness Amount (A)	**$2,679,600**
Net SDWLP Loan Amount	**$893,200**

A = Principal Forgiveness is calculated and awarded up to 75% of the private side construction costs in the amount of $2,679,600.

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Sheboygan, City, Wisconsin **Exhib**

Project 4901-16 Safe Drinking Water Fund Program

Loan Closing Date: ***September 9, 2026***

Payment Date	Principal Payment	Interest Rate	Interest Payment	Principal & Interest	Bond Year Debt Service	Calendar Year Debt Service
1-May-27	0.00	0.250%	1,439.04	1,439.04	1,439.04	0.00
1-Nov-27	0.00	0.250%	1,116.50	1,116.50	0.00	2,555.54
1-May-28	80,190.07	0.250%	1,116.50	81,306.57	82,423.07	0.00
1-Nov-28	0.00	0.250%	1,016.26	1,016.26	0.00	82,322.83
1-May-29	80,390.54	0.250%	1,016.26	81,406.80	82,423.06	0.00
1-Nov-29	0.00	0.250%	915.77	915.77	0.00	82,322.57
1-May-30	80,591.52	0.250%	915.77	81,507.29	82,423.06	0.00
1-Nov-30	0.00	0.250%	815.03	815.03	0.00	82,322.32
1-May-31	80,793.00	0.250%	815.03	81,608.03	82,423.06	0.00
1-Nov-31	0.00	0.250%	714.04	714.04	0.00	82,322.07
1-May-32	80,994.98	0.250%	714.04	81,709.02	82,423.06	0.00
1-Nov-32	0.00	0.250%	612.80	612.80	0.00	82,321.82
1-May-33	81,197.47	0.250%	612.80	81,810.27	82,423.07	0.00
1-Nov-33	0.00	0.250%	511.30	511.30	0.00	82,321.57
1-May-34	81,400.46	0.250%	511.30	81,911.76	82,423.06	0.00
1-Nov-34	0.00	0.250%	409.55	409.55	0.00	82,321.31
1-May-35	81,603.96	0.250%	409.55	82,013.51	82,423.06	0.00
1-Nov-35	0.00	0.250%	307.55	307.55	0.00	82,321.06
1-May-36	81,807.98	0.250%	307.55	82,115.53	82,423.08	0.00
1-Nov-36	0.00	0.250%	205.29	205.29	0.00	82,320.82
1-May-37	82,012.49	0.250%	205.29	82,217.78	82,423.07	0.00
1-Nov-37	0.00	0.250%	102.77	102.77	0.00	82,320.55
1-May-38	82,217.53	0.250%	102.77	82,320.30	82,423.07	82,320.30
Totals	893,200.00		14,892.76	908,092.76	908,092.76	908,092.76

Net Interest Rate	0.2500%
Bond Years	5,957.1193
Average Life	6.6694

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

27-Jul-26 Wisconsin Department of Administration

Estimate Only

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Loan Payment Schedule Comments

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

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

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

Available Report	**Information Provided**
Auditor Verification Report	Information commonly requested by municipal auditors. Available for completed calendar years.
Loan Account History	Loan disbursements, principal payments, and loan balance.
Loan Payment Schedule	Future principal and interest payments for disbursements.
Payment History	Past principal and interest payments.
Disbursement History	Past loan and grant disbursements.

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

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

May 1: principal and interest payments due
November 1: interest payments due

For more information about your payment schedule, please email doaeif@wisconsin.gov and the first available staff will respond to your inquiry.

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EXHIBIT C

FEDERAL REQUIREMENTS COMPLIANCE CERTIFICATION

[Prepare on Municipal Letterhead at Project Completion and Closeout]

The undersigned officials of the City of Sheboygan (the "Municipality") hereby certify that, for all expenditures made for construction of DNR Project No. 4901-16 (the "Project"), the Municipality has met the prevailing wage rate requirements of the Davis-Bacon Act.

The Municipality further certifies that, after taking into account any national or project-specific waivers approved by the U.S. Environmental Protection Agency, DNR Project No. 4901-16 has met the requirements for Build America, Buy America of the Infrastructure Investment and Jobs Act, Public Law No. 117-58, §§ 70901-52, and the use of American Iron and Steel mandated under EPA's Drinking Water State Revolving Fund Program.

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

By: _____ Dated as of: _____
[Name of Municipal Official or Authorized Representative]
[Title]

Attest: _____ Dated as of: _____
[Name of Clerk or Secretary]
[Title]

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EXHIBIT D

OPERATING CONTRACTS

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

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EXHIBIT E

UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBE)

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

Municipality City of Sheboygan	Project Number 4901-16
Project Description BIL SFY26 LSL Program	

Are any DBEs expected to be utilized on the project? If yes, list below. Yes ☐ No X

Enter at Project Closeout

DBE Firm	Construction or Non-construction*	Contract Estimate ($)	Actual Amount Paid to the DBE ($)	Certifying Agency or List
SAMPLE: ABC Engineering, LLC.	*Non-construction*	*10,000*	*9,950*	*WisDOT*

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

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

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

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EXHIBIT F

PROJECT MANAGER SUMMARY PAGE

CITY OF SHEBOYGAN
SDWLP Project No. 4901-16

1. Project Description: The Municipality has been a participant in DNR's private side Lead Service Line (LSL) replacement program since 2017. The Municipality passed an ordinance on December 5, 2025, which amended their LSL replacement ordinance and financial assistance program. In the City of Sheboygan, the property owner owns the entire length of the Service Line from the water main to the meter. This Project is utilizing a prequalified list of plumbers to replace approximately 406 private LSLs within designated census tract 8, 114, and 2.01. The property owner will contract with the plumber directly. The Municipality will fund 75% of the total costs in the form of a grant to the property owner. The property owner may pay the remaining 25% in full or in the form of a loan to be repaid over a 72-month period. Loan repayments will be included on the property owner's property tax bill and repaid in equal yearly installments. The Municipality currently offers an interest rate as low as 0% but may adjust the rate in the future to cover interest repayments and administrative costs.

   Approximately 94 Lead Service Line replacements located within designated census tract 5 will be funded under project no. 4901-18, and approximately 50 Lead Service Line replacements located outside these designated census tracts will be funded under project no. 4901-17.

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

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

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

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

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

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

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3. Disadvantaged Business Enterprise (DBE) Good Faith Effort: The Municipality made a good faith effort by encouraging DBEs to prequalify in the request for qualifications. No DBEs are expected to be utilized on the Project.

4. Davis-Bacon Wage Rate Requirements: For projects where the homeowner contracts directly with a plumber or contractor from a prequalified list, Davis-Bacon and Related Acts requirements apply to all replacements unless:

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

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

5. Build America, Buy America: This Project is subject to the Build America, Buy America requirements of Title IX of the Infrastructure Investment and Jobs Act, Public Law No. 117-58, §§ 70901-52. If this Project is exempt from Build America, Buy America requirements under a project specific or general applicability waiver, the Project is still subject to use of American Iron and Steel requirements of Section 1452 of the Act.

6. Environmental Review: The SDWLP has determined through an environmental assessment that the Project will result in a categorical exclusion. A construction site storm water permit may be required if Project has one or more acres of total land disturbance. Some Project areas are within 300 feet of waterways, therefore, erosion mitigation measures should be utilized as circumstances dictate. If suitable habitat for the Rusty Patched Bumble Bee is present within the Project site, assume presence and follow recommended conservation measures.

7. Principal Forgiveness: This Project was awarded Principal Forgiveness for 75% of eligible Project Costs, up to a total of $2,679,600. This Principal Forgiveness is solely for the purpose of reducing the cost borne by property owners for replacement of their Lead Service Line.

8. Federal Single Audit: This Project is being financed with federal funds and is subject to the Federal Single Audit requirements referenced in Section 5.23 of this FAA. If the Municipality receives more than $1,000,000 of money that originates from any federal source in a calendar year, then it must commission a Federal Single Audit as part of its regular financial audit. The Catalog of Federal Domestic Assistance number is 66.468 for drinking water project disbursements funded with federal money.

9. Closeout Documentation: At Project Completion the Municipality must submit to DNR the documentation described in section 4.04(b) of this FAA, which will include reporting for each replaced Service Line:

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

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EXHIBIT G

LIST OF FEDERAL LAWS AND AUTHORITIES

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

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

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EXHIBIT H

BEST PRACTICES FOR LEAD SERVICE LINE REPLACEMENTS

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

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

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

CITY OF SHEBOYGAN
RESOLUTION 84-26-27

ALDERPERSONS BOORSE AND CLOSE.

AUGUST 17, 2026.

A RESOLUTION authorizing the issuance and sale of up to $247,500 Taxable Private LSL Replacement Loan Program Revenue Bonds, Series 2026B, and providing for other details and covenants with respect thereto, and approval of related Financial Assistance Agreement.

WHEREAS, the City of Sheboygan, Sheboygan County, Wisconsin (the "Municipality") has established a loan program (the "Program") pursuant to which it makes loans pursuant to Section 66.0627(8)(ag), Wisconsin Statutes, to owners of property in the Municipality for the purpose of replacing private customer-side water service lines containing lead ("Loans"), which Program is hereby found and determined to be a revenue producing enterprise operated for a public purpose as a public utility by the Municipality within the meaning of Section 66.0621, Wisconsin Statutes; and

WHEREAS, simultaneously with the issuance of the revenue bonds to be authorized pursuant to this Resolution (the "Bonds"), the Municipality proposes to issue its Taxable Private LSL Replacement Loan Program Revenue Bonds, Series 2026A (the "2026A Bonds") pursuant to a resolution to be adopted on the date hereof (the "2026A Resolution"), in the amount of up to $893,200, and which 2026A Bonds are intended to be issued on the same date as the Bonds and on a parity with the Bonds; and

WHEREAS, additional funding to conduct, operate and manage the Program to finance additional Loans is necessary to meet the needs of the Municipality and the residents thereof, consisting of Loans to be made for the construction of a project (the "Project") assigned Safe Drinking Water Loan Program Project No. 4901-17 by the Department of Natural Resources; and

WHEREAS, under the provisions of Chapter 66, Wisconsin Statutes any municipality may, by action of its governing body, provide for purchasing, acquiring, constructing, extending, adding to, improving, operating and managing a public utility from the proceeds of bonds, which bonds are to be payable only from the revenues received from any source by such utility, including all rentals and fees; and

WHEREAS, the Municipality deems it to be necessary, desirable and in its best interest to authorize and sell revenue bonds of the Municipality payable solely from the revenues of the Program, pursuant to the provisions of Section 66.0621, Wisconsin Statutes, to pay the cost of the Project; and

WHEREAS, due to certain provisions of the Internal Revenue Code of 1986, as amended, it is necessary to issue such bonds on a taxable basis, and the State of Wisconsin Safe Drinking Water Loan Program has determined to allow such bonds to be issued on a taxable basis; and

WHEREAS, the 2026A Resolution provides for the issuance of the Bonds on a parity with the 2026A Bonds; and

WHEREAS, no bonds or obligations payable from the revenues of the Program are now outstanding.

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

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

(a) "Act" means Section 66.0621, Wisconsin Statutes;

(b) "Bond Registrar" means the Municipal Treasurer which shall act as Paying Agent for the Bonds;

(c) "Bonds" means the $247,500 Taxable Private LSL Replacement Loan Program Revenue Bonds, Series 2026B, of the Municipality dated their date of issuance, authorized to be issued by this Resolution;

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

(e) "Current Expenses" means the reasonable and necessary costs of operating, maintaining, administering and conducting the Program, including salaries, wages, costs of materials and supplies, insurance and audits, but shall exclude depreciation, debt service, tax equivalents and capital expenditures;

(f) "Debt Service Fund" means the Debt Service Fund of the Municipality, which shall be the "special redemption fund" as such term is defined in the Act;

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

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

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

(j) "Gross Earnings" means the gross earnings of the Program, including earnings of the Program derived from any payments made to the Municipality under any Loans, any fees or charges imposed by the Municipality with respect to the Program or Loans, any service agreements between the Municipality and any contract users of the Program, and any other monies received by the Program from any source including all rentals and fees, any tax incremental district revenues or other revenues of the Municipality appropriated by the Governing Body to the Program pursuant to Section 9, and any special assessments and Special Charges levied or imposed and collected in connection with the Loans or the Project (for the avoidance of doubt, "Gross Earnings" does not include revenues of the water system or utility of the Municipality except for any water system or utility revenues which may in the future be appropriated to the Program with Public Service Commission approval);

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

(l) "Loans" mean loans made by the Municipality pursuant to Section 66.0627(8)(ag), Wisconsin Statutes, or any successor provisions, to owners of property in the Municipality for the purpose of replacing private customer-side Lead Service Lines;

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

(n) "Municipality" means the City of Sheboygan, Sheboygan County, Wisconsin, including all of its departments and instrumentalities, including, but not limited to, the Sheboygan Water Utility;

(o) "Net Revenues" means the Gross Earnings of the Program after deduction of Current Expenses;

(p) "Parity Bonds" means bonds payable from the revenues of the Program other than the Bonds but issued on a parity and equality with the Bonds pursuant to the restrictive provisions of Section 11 of this Resolution;

(q) "Program" means the entire Private Lead Service Line Replacement Loan Program established and conducted by the Municipality for the purpose of making Loans, specifically including all funds or property of every nature now or hereafter owned by the Municipality for the purpose of making and administering Loans, including all improvements and extensions thereto made by the Municipality while any of the Bonds, 2026A Bonds and Parity Bonds remain outstanding, including all real and personal property of every nature comprising part of or used or useful in connection with such loan program and including all appurtenances, contracts, leases, franchises, and other intangibles. All elements of the Program are to be owned and operated by the Municipality as part of the Program as described in the preamble hereto;

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

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

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

(u) "Special Charges" means the special charges the Municipality imposes pursuant to Section 66.0627(8), Wisconsin Statutes, or any successor provisions, to collect loan repayments for the Loans;

(v) "2026A Bonds" means the Municipality's Taxable Private LSL Replacement Loan Program Revenue Bonds, Series 2026A, to be issued simultaneously with the Bonds; and

(w) "2026A Resolution" means a resolution adopted by the Governing Body on the date hereof authorizing the issuance of the 2026A Bonds.

Section 2. Authorization of the Bonds and the Financial Assistance Agreement. For the purpose of providing funding for the Program to make Loans to pay the cost of the Project (including legal, fiscal, engineering and other expenses), there shall be borrowed on the credit of the income and revenue of the Program up to the sum of $247,500; and fully registered revenue bonds of the Municipality are authorized to be issued in evidence thereof and sold to the State of Wisconsin Safe Drinking Water Loan Program in accordance with the terms and conditions of the Financial Assistance Agreement, which is incorporated herein by this reference and the Mayor and City Clerk of the Municipality are hereby authorized, by and on behalf of the Municipality, to execute the Financial Assistance Agreement.

Section 3. Terms of the Bonds. The Bonds shall be designated "Taxable Private LSL Replacement Loan Program Revenue Bonds, Series 2026B (the "Bonds"); shall be dated their date of issuance; shall be numbered one and upward; shall bear interest at the rate of 0.250% per annum; shall be issued in denominations of $0.01 or any integral multiple thereof; and shall mature on the dates and in the amounts as set forth in Exhibit B of the Financial Assistance Agreement and in the Bond form attached hereto as Exhibit A as it is from time to time adjusted by the State of Wisconsin based upon the actual draws made by the Municipality. Interest on the Bonds shall be payable commencing on May 1, 2027 and semiannually thereafter on May 1 and November 1 of each year. The Bonds shall not be subject to redemption prior to maturity except as provided in the Financial Assistance Agreement.

The schedule of maturities of the Bonds is found to be such that the amount of annual debt service payments is reasonable in accordance with prudent municipal utility practices.

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

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

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

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

Section 5. Security for the Bonds. The Bonds, together with interest thereon, shall not constitute an indebtedness of the Municipality nor a charge against its general credit or taxing power. The Bonds, together with interest thereon, shall be payable only out of the Debt Service Fund created and established by the 2026A Resolution, and shall be a valid claim of the registered owner or owners thereof only against such Debt Service Fund and the revenues of the Program pledged to such fund on a parity with the pledge granted to the holders of the 2026A Bonds. Sufficient revenues are hereby pledged to said Debt Service Fund, and shall be used for no other purpose than to pay the principal of, premium, if any, and interest on the Bonds, the 2026A Bonds and any Parity Bonds as the same becomes due.

Section 6. Funds and Accounts. In accordance with the Act, for the purpose of the application and proper allocation of the revenues of the Program, and to secure the payment of the principal of and interest on the Bonds, the 2026A Bonds and Parity Bonds, certain funds of the Program which were created and established by the 2026A Resolution are hereby continued and shall be used solely for the following respective purposes:

(a) Private LSL Replacement Loan Program Revenue Fund (the "Revenue Fund"), into which shall be deposited as received the Gross Earnings of the Program,

which money shall then be divided among the Debt Service Fund, the Operation and Maintenance Fund and the Surplus Fund in the amounts and in the manner set forth in Section 7 hereof and used for the purposes described below.

(b) Private LSL Replacement Loan Program Debt Service Fund (the "Debt Service Fund"), which shall be used for the payment of the principal of, premium, if any, and interest on the Bonds, the 2026A Bonds and Parity Bonds as the same becomes due, and which may contain a Reserve Account established by a future resolution authorizing the issuance of Parity Bonds to secure such Parity Bonds.

(c) Private LSL Replacement Loan Program Operation and Maintenance Fund (the "Operation and Maintenance Fund"), which shall be used for the payment of Current Expenses.

(d) Private LSL Replacement Loan Program Surplus Fund (the "Surplus Fund"), which shall first be used whenever necessary to pay principal of, premium, if any, or interest on the Bonds, the 2026A Bonds and Parity Bonds when the Debt Service Fund shall be insufficient for such purpose, and thereafter shall be disbursed as follows: (i) at any time, to remedy any deficiency in any of the Funds provided in this Section 6 hereof; and (ii) money thereafter remaining in the Surplus Fund at the end of any Fiscal Year may be transferred to any of the funds or accounts created or continued in this section or to reimburse the general fund of the Municipality for advances made by the Municipality to the Program.

Section 7. Application of Revenues. After the delivery of the Bonds, the Gross Earnings of the Program shall be deposited as collected in the Revenue Fund and shall be transferred monthly to the funds listed below in the following order of priority and in the manner set forth below:

(a) to the Debt Service Fund, until the amount on deposit therein is equal to the amount needed to pay the remaining installments of interest and principal coming due on the Bonds, the 2026A Bonds and any Parity Bonds then outstanding during such Fiscal Year (after giving effect to available amounts in said Fund from accrued interest, any premium or any other source), and any amount required by a future resolution authorizing the issuance of Parity Bonds to fund a Reserve Account established therein;

(b) to the Operation and Maintenance Fund, until the amount on deposit therein is equal to the remaining estimated Current Expenses for such Fiscal Year (after giving effect to available amounts in said Fund from prior deposits); and

(c) to the Surplus Fund, any amount remaining in the Revenue Fund after the monthly transfers required above have been completed.

Transfers from the Revenue Fund to the Debt Service Fund, the Operation and Maintenance Fund and the Surplus Fund shall be made monthly not later than the tenth day of each month, and such transfer shall be applicable to monies on deposit in the Revenue Fund as of the last day of the month preceding. Any other transfers and deposits to any fund required or permitted by subsection (a) through (c) of this Section, except transfers or deposits which are required to be made immediately or annually, shall be made on or before the tenth day of the month. Any transfer or deposit required to be made at the end of any Fiscal Year shall be made within sixty (60) days after the close of such Fiscal Year. If the tenth day of any month shall fall on a day other than a business day, such transfer or deposit shall be made on the next succeeding business day.

It is the express intent and determination of the Governing Body that the amounts transferred from the Revenue Fund and deposited in the Debt Service Fund shall be sufficient in any event to pay the interest on the Bonds, the 2026A Bonds and any Parity Bonds as the same accrues and the principal thereof as the same matures, and to fund the Reserve Account as required in connection with future Parity Bonds.

Section 8. Deposits and Investments. The Debt Service Fund shall be kept apart from monies in the other funds and accounts of the Municipality and the same shall be used for no purpose other than the prompt payment of principal of and interest on the Bonds, the 2026A Bonds and any Parity Bonds as the same becomes due and payable. All monies therein shall be deposited in special and segregated accounts in a public depository selected under Chapter 34, Wisconsin Statutes and may be temporarily invested until needed in legal investments subject to the provisions of Section 66.0603(1m), Wisconsin Statutes. The other funds herein created or continued (except the Private LSL Replacement Loan Program SDWLP Project Fund) may be combined in a single account in a public depository selected in the manner set forth above and may be temporarily invested until needed in legal investments subject to the provisions of Section 66.0603(1m), Wisconsin Statutes.

Section 9. Service to the Municipality. In recognition of and consideration for the public health benefit rendered to the Municipality by the Program by financing the elimination of lead from the public drinking water supply for public purposes, the Municipality agrees that it shall be charged and shall make payments to the Program in monthly installments as the service and benefit accrues, out of the current revenues of the Municipality collected or in the process of collection, exclusive of the revenues derived from the Program; that is to say, out of the tax levy of the Municipality made by it to raise money to meet its necessary current expenses. The amount of the charge and payment for the service and benefit provided to the Municipality in each year shall be equal to an amount which, together with other revenues of the Program, will produce in each Fiscal Year Net Revenues equivalent to not less than 100% of the annual principal and interest

requirements on the Bonds, the 2026A Bonds, any Parity Bonds and any other obligations payable from the revenues of the Program then outstanding. However, such payment out of the tax levy shall be subject to (a) approval of the Public Service Commission, or successors to its function, if applicable, (b) yearly appropriations therefor, and (c) applicable levy limitations, if any; and neither this Resolution nor such payment shall be construed as constituting an obligation of the Municipality to make any such appropriation over and above the reasonable cost and value of the service and benefit rendered to the Municipality and its inhabitants or to make any subsequent payment over and above such reasonable cost and value.

Section 10. Operation of Program; Municipality Covenants. It is covenanted and agreed by the Municipality with the owner or owners of the Bonds, and each of them, that the Municipality will perform all of the obligations of the Municipality as set forth in the Financial Assistance Agreement.

Section 11. Additional Bonds. The Bonds are issued on a parity with the 2026A Bonds. No bonds or obligations payable out of the revenues of the Program may be issued in such manner as to enjoy priority over the Bonds or with a lien and pledge that is junior and subordinate to that of the Bonds. Parity Bonds may be issued only under the following circumstances:

(a) Additional Parity Bonds may be issued for the purpose of completing the Project and for the purpose of financing costs of the Project which are ineligible for payment under the State of Wisconsin Safe Drinking Water Loan Program. However, such additional Parity Bonds shall be in an aggregate amount not to exceed 20% of the face amount of the Bonds; or

(b) Additional Parity Bonds may also be issued if all of the following conditions are met:

(1) The State of Wisconsin Safe Drinking Water Loan Program has consented in writing to the issuance of such additional bonds on a parity with the Bonds.

(2) The payments required to be made into the funds enumerated in Section 6 of this Resolution must have been made in full.

(3) The additional bonds must have principal maturing on May 1 of each year and interest falling due on May 1 and November 1 of each year.

(4) The proceeds of the additional bonds must be used only for the purpose of providing additional funding for the Program to make Loans, or to refund obligations issued for such purpose.

Section 12. Sale of Bonds. The sale of the Bonds to the State of Wisconsin Safe Drinking Water Loan Program for the purchase price of up to $247,500 and at par, is ratified and confirmed; and the officers of the Municipality are authorized and directed to do any and all acts, including executing the Financial Assistance Agreement and the Bonds as hereinabove provided, necessary to conclude delivery of the Bonds to said purchaser, as soon after adoption of this Resolution as is convenient. The purchase price for the Bonds shall be paid upon requisition therefor as provided in the Financial Assistance Agreement, and the officers of the Municipality are authorized to prepare and submit to the State requisitions and disbursement requests in anticipation of the execution of the Financial Assistance Agreement and the issuance of the Bonds.

Section 13. Application of Bond Proceeds. The proceeds of the sale of the Bonds shall be deposited by the Municipality into a special fund designated as "Private LSL Replacement Loan Program SDWLP Project Fund." The Private LSL Replacement Loan Program SDWLP Project Fund shall be used solely for the purpose of paying the costs of the Project as more fully described in the preamble hereof and in the Financial Assistance Agreement. Moneys in the Private LSL Replacement Loan Program SDWLP Project Fund shall be disbursed within three (3) business days of their receipt from the State of Wisconsin and shall not be invested in any interest-bearing account.

Section 14. Amendment to Resolution. After the issuance of any of the Bonds, no change or alteration of any kind in the provisions of this Resolution may be made until all of the Bonds have been paid in full as to both principal and interest, or discharged as herein provided, except: (a) the Municipality may, from to time, amend this Resolution without the consent of any of the owners of the Bonds, but only to cure any ambiguity, administrative conflict, formal defect, or omission or procedural inconsistency of this Resolution; and (b) this Resolution may be amended, in any respect, with a written consent of the owners of not less than two-thirds (2/3) of the principal amount of the Bonds then outstanding, exclusive of Bonds held by the Municipality; provided, however, that no amendment shall permit any change in the pledge of revenues derived from the Program or the maturity of any Bond issued hereunder, or a reduction in the rate of interest on any Bond, or in the amount of the principal obligation thereof, or in the amount of the redemption premium payable in the case of redemption thereof, or change the terms upon which the Bonds may be redeemed or make any other modification in the terms of the payment of such principal or interest without the written consent of the owner of each such Bond to which the change is applicable.

Section 15. Defeasance. When all Bonds have been discharged, all pledges, covenants and other rights granted to the owners thereof by this Resolution shall cease. The Municipality may discharge all Bonds due on any date by irrevocably depositing in escrow with a suitable bank or trust company a sum of cash and/or bonds or securities issued or guaranteed as to principal and interest of the U.S. Government, or of a commission, board or other instrumentality of the U.S. Government, maturing on the dates and bearing interest at the rates required to provide funds sufficient to pay when due the

interest to accrue on each of said Bonds to its maturity or, at the Municipality's option, if said Bond is prepayable to any prior date upon which it may be called for redemption, and to pay and redeem the principal amount of each such Bond at maturity, or at the Municipality's option, if said Bond is prepayable, at its earliest redemption date, with the premium required for such redemption, if any, provided that notice of the redemption of all prepayable Bonds on such date has been duly given or provided for.

Section 16. Resolution a Contract. The provisions of this Resolution shall constitute a contract between the Municipality and the owner or owners of the Bonds, and after issuance of any of the Bonds no change or alteration of any kind in the provisions of this Resolution may be made, except as provided in Section 14, until all of the Bonds have been paid in full as to both principal and interest. The owner or owners of any of the Bonds shall have the right in addition to all other rights, by mandamus or other suit or action in any court of competent jurisdiction, to enforce such owner's or owners' rights against the Municipality, the Governing Body thereof, and any and all officers and agents thereof including, but without limitation, the right to require the Municipality, its Governing Body and any other authorized body, to establish and collect charges and other revenues fully adequate to carry out all of the provisions and agreements contained in this Resolution.

Section 17. Continuing Disclosure. The officers of the Municipality are hereby authorized and directed, if requested by the State of Wisconsin, to provide to the State of Wisconsin Safe Drinking Water Loan Program and to such other persons or entities as directed by the State of Wisconsin such ongoing disclosure regarding the Municipality's financial condition and other matters, at such times and in such manner as the Safe Drinking Water Loan Program may require, in order that securities issued by the Municipality and the State of Wisconsin satisfy rules and regulations promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended and as it may be amended from time to time, imposed on brokers and dealers of municipal securities before the brokers and dealers may buy, sell, or recommend the purchase of such securities.

Section 18. Conflicting Resolutions. All ordinances, resolutions, or orders, or parts thereof heretofore enacted, adopted or entered, in conflict with the provisions of this Resolution, are hereby repealed and this Resolution shall be in effect from and after its passage.

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

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

EXHIBIT A

(Form of Municipal Obligation)

REGISTERED	UNITED STATES OF AMERICA	REGISTERED
NO. _____	STATE OF WISCONSIN SHEBOYGAN COUNTY CITY OF SHEBOYGAN	$_____

TAXABLE PRIVATE LSL REPLACEMENT LOAN PROGRAM
REVENUE BOND, SERIES 2026B

Final Maturity Date	Date of Original Issue
May 1, 2038	_____, 20__

REGISTERED OWNER: STATE OF WISCONSIN SAFE DRINKING WATER LOAN PROGRAM

FOR VALUE RECEIVED the City of Sheboygan, Sheboygan County, Wisconsin (the "Municipality") hereby acknowledges itself to owe and promises to pay to the registered owner shown above, or registered assigns, solely from the fund hereinafter specified, the principal sum of an amount not to exceed _____ DOLLARS ($_____) (but only so much as shall have been drawn hereunder, as provided below) on May 1 of each year commencing May 1, 2028 until the final maturity date written above, together with interest thereon (but only on amounts as shall have been drawn hereunder, as provided below) from the dates the amounts are drawn hereunder or the most recent payment date to which interest has been paid, at the rate of 0.250% per annum, calculated on the basis of a 360-day year made up of twelve 30-day months, such interest being payable on the first days of May and November of each year, with the first interest being payable on May 1, 2027.

The principal amount evidenced by this Bond may be drawn upon by the Municipality in accordance with the Financial Assistance Agreement entered by and between the Municipality and the State of Wisconsin by the Department of Natural Resources and the Department of Administration (the "Financial Assistance Agreement") including capitalized interest transferred (if any). The principal amounts so drawn shall be repaid in installments on May 1 of each year commencing on May 1, 2028 in an amount equal to an amount which when amortized over the remaining term of this Bond plus current payments of interest (but only on amounts drawn hereunder) at Zero and 250/1000ths percent (0.250%) per annum shall result in equal annual payments of the total of principal and the semiannual payments of interest. The State of Wisconsin Department of Administration shall record such draws and corresponding principal repayment schedule on a cumulative basis in the format shown on the attached Schedule A.

COPY

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

This Bond shall not be redeemable prior to its maturity, except as set forth in the Financial Assistance Agreement.

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

This Bond is issued for the purpose of providing funding for the Private Lead Service Line ("LSL") Replacement Loan Program of the Municipality (the "Program") to make loans to owners of property within the Municipality for the purpose of replacing private customer-side water service lines containing lead, pursuant to Article XI, Section 3, of the Wisconsin Constitution, Section 66.0621, Wisconsin Statutes, and a resolution adopted August 17, 2026, and entitled: "Resolution Authorizing the Issuance and Sale of Up to $247,500 Taxable Private LSL Replacement Loan Program Revenue Bonds, Series 2026B, and Providing for Other Details and Covenants With Respect Thereto, and Approval of Related Financial Assistance Agreement" and is payable only from the income and revenues of the Program. The Bonds are issued on a parity with the Municipality's Taxable Private LSL Replacement Loan Program Revenue Bonds, Series 2026A, dated September 9, 2026, as to the pledge of income and revenues of the Program. This Bond does not constitute an indebtedness of said Municipality within the meaning of any constitutional or statutory debt limitation or provision.

It is hereby certified, recited and declared that all acts, conditions and things required to exist, happen, and be performed precedent to and in the issuance of this Bond have existed, have happened and have been performed in due time, form and manner as required by law; and that sufficient of the income and revenue to be received by said Municipality from the operation of the Program has been pledged to and will be set aside into a special fund for the payment of the principal of and interest on this Bond.

COPY

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

CITY OF SHEBOYGAN,
WISCONSIN

(SEAL)

By:_____
Ryan Sorenson
Mayor

By:_____
Meredith DeBruin
City Clerk

COPY

(Form of Assignment)

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

_____

_____

_____

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

Please insert Social Security or other identifying number of Assignee

_____

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

_____

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

Dated:_____

_____

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

Signature(s) guaranteed by

_____

COPY

SCHEDULE A

$247,500

CITY OF SHEBOYGAN, WISCONSIN
TAXABLE PRIVATE LSL REPLACEMENT LOAN PROGRAM REVENUE BONDS, SERIES 2026B

Amount of Disbursement	Date of Disbursement	Series of Bonds	Principal Repaid	Principal Balance

COPY

SCHEDULE A (continued)

PRINCIPAL REPAYMENT SCHEDULE

Date	Principal Amount
May 1, 2028	$22,220.15
May 1, 2029	22,275.71
May 1, 2030	22,331.39
May 1, 2031	22,387.22
May 1, 2032	22,443.19
May 1, 2033	22,499.30
May 1, 2034	22,555.55
May 1, 2035	22,611.94
May 1, 2036	22,668.46
May 1, 2037	22,725.14
May 1, 2038	22,781.95

COPY

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State of Wisconsin
DEPARTMENT OF NATURAL RESOURCES
101 S. Webster Street
Box 7921
Madison WI 53707-7921

Tony Evers, Governor
Karen Hyun, Ph.D., Secretary
Telephone 608-266-2621
Toll Free 1-888-936-7463
TTY Access via relay - 711

August 10, 2026

JOE TRUEBLOOD, SUPERINTENDENT
CITY OF SHEBOYGAN
828 CENTER AVENUE
SHEBOYGAN WI 53081-4442

SUBJECT: Safe Drinking Water Loan Program, Project No. 4901-17
BIL SFY26 LSL Program -- Municipal
Financial Assistance Agreement - September 9, 2026

Dear Mr. Trueblood:

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

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

To close the loan on September 9, 2026, we need to follow the Loan Closing Schedule (Attachment 1).

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

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

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

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

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

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

Sincerely,

Becky Scott, Section Manager
Environmental Loans Section
Bureau of Community Financial Assistance

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

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ATTACHMENT #1

Safe Drinking Water Loan Program Project No. 4901-17
City of Sheboygan
BIL SFY26 LSL Program -- Municipal
Financial Assistance Agreement – Closing Schedule

By July 27, 2026:

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

By August 10, 2026:

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

On August 17, 2026:

-- Municipality holds properly noticed meeting at which time:

1. Municipal Obligation Resolution is adopted.
2. Bond related documents are signed by municipal officials.
3. DNR FAA is signed by municipal officials using DocuSign.

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

By September 7, 2026:

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

September 9, 2026:

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

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ATTACHMENT #2

Safe Drinking Water Loan Program Project No. 4901-17
City of Sheboygan
BIL SFY26 LSL Program -- Municipal
Financial Assistance Agreement Summary
Distribution Sheet

LOAN INFO

Total Project Amount: $495,000

Principal Forgiveness Amount: $247,500

Net SDWLP Loan Amount: $247,500

Pledge: Taxable Alternative Revenue Lien Priority: Senior-Parity Loan Term: 12 Years

Federal Equivalency Project: Yes Composite Interest Rate: 0.250%

DOCUMENT INFO

Date of Municipal Obligation Resolution – August 17, 2026

CLOSING INFO

Refinancing: None Date of Refinancing: N/A

Estimated First Disbursement: N/A

MUNICIPAL INFO

Municipal ID: 59281

Substantial Completion Date: December 31, 2027

DISTRIBUTION

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

Department of Administration
Jessica Fandrich
State of Wisconsin DOA Capital Finance Office
101 East Wilson Street, 10th Floor
PO Box 7864
Madison WI 53707-7864
608-267-2734
jessica.fancrich1@wisconsin.gov

Municipality
Joe Trueblood
City of Sheboygan
828 Center Avenue
Sheboygan WI 53081-4442
920-459-3361
joetrueblood@sheboyganwater.org

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

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

Financial Assistance Agreement
Safe Drinking Water Loan Program
Form 8700-214 rev 1/26

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

STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES
DEPARTMENT OF ADMINISTRATION

and

CITY OF SHEBOYGAN

$495,000 With up to $247,500 PRINCIPAL FORGIVENESS

FINANCIAL ASSISTANCE AGREEMENT

Dated as of September 9, 2026

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

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

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

Municipal Identification No. 59281

Safe Drinking Water Loan Program Project No. 4901-17

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WITNESSETH:

WHEREAS, this is a FINANCIAL ASSISTANCE AGREEMENT (the “FAA”), dated September 9, 2026, between the STATE OF WISCONSIN Safe Drinking Water Loan Program (the “SDWLP”), by the Department of Natural Resources (the “DNR”) and the Department of Administration (the “DOA”), acting under authority of ss. 281.59 and 281.61, Wis. Stats., as amended (the "Statute"), and the City of Sheboygan, a municipality within the meaning of the Statute, duly organized and existing under the laws of the State of Wisconsin (the "Municipality"); and

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

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

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

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

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

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

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

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

WHEREAS, the Municipality certifies to the SDWLP that it meets the requirements for the dedicated source of revenue established for repayment of the Municipal Obligations;

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

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ARTICLE I

DEFINITIONS; RULES OF INTERPRETATION

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

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

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

"Application" means the written application of the Municipality dated June 25, 2025, for financial assistance under the Statute.

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

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

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

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

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

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

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

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

“FAA” means this Financial Assistance Agreement.

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

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

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

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

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

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

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

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

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

(a) this FAA and the performance by the Municipality of its obligations thereunder have been duly authorized by all necessary actions by the governing body of the Municipality, and this FAA has been duly executed and delivered by the Municipality;

(b) the Municipal Obligations have been duly authorized, executed, and delivered by the Municipality and sold to the SDWLP;

(c) each of this FAA and the Municipal Obligations constitutes a legal, valid, and binding obligation of the Municipality, enforceable against the Municipality in accordance with its respective terms (provided that enforceability thereof may be subject to bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting creditors' rights heretofore or hereafter enacted to the extent constitutionally applicable and that its enforcement may also be subject to the exercise of judicial discretion in appropriate cases);

(d) the Municipal Obligations constitute special obligations of the Municipality secured as to payment of principal, interest, and redemption price by the pledged revenues as set forth therein; and

(e) interest on the Municipal Obligations is included in gross income of the owners thereof for federal income taxation purposes.

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

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

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

“Parity Obligations” means the Municipality's $893,200 Taxable Private LSL Replacement Loan Program Revenue Bonds, Series 2026A, dated September 9, 2026; and any other obligations issued on a parity with the Municipal Obligations pursuant to the restrictive provisions of Section 11 of the Municipal Obligation Resolution.

“Principal Forgiveness” means Financial Assistance received in the form of forgiveness of a portion of the Loan principal pursuant to the Act, Regulations, and this FAA of which no repayment thereof shall be required except as may be required per the Act, Statute, Regulations, or this FAA. The total amount of principal forgiveness available for this Project as of the date of this FAA is $247,500.

"Program Resolution" means the Amended and Restated Program Resolution for State of Wisconsin Environmental Improvement Fund Revenue Obligations adopted by the State of Wisconsin Building

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Commission on February 15, 2017, as such may from time to time be further amended or supplemented by Supplemental Resolutions in accordance with the terms and provisions of the Program Resolution.

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

“Project” means the project assigned SDWLP Project No. 4901-17 by DNR, described in the Project Manager Summary Page (Exhibit C).

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

“Property Owner Loan Program” means the entire Private Lead Service Line Replacement Loan Program established and conducted by the Municipality for the purpose of making Property Owner Loans, specifically including all funds or property of every nature now or hereafter owned by the Municipality for the purpose of making and administering Property Owner Loans, including all improvements and extensions thereto made by the Municipality while any of the Municipal Obligations and Parity Obligations remain outstanding, including all real and personal property of every nature comprising part of or used or useful in connection with such Property Owner Loan Program and including all appurtenances, contracts, leases, franchises, and other intangibles.

“Property Owner Loans” means loans made by the Municipality pursuant to Section 66.0627(8)(ag), Wisconsin Statutes, or any successor provisions, to owners of property in the Municipality for the purpose of replacing private customer-side Lead Service Lines.

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

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

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

“Special Charges” means the special charges the Municipality imposes pursuant to Section 66.0627(8) Wisconsin Statutes, or any successor provisions, to collect loan repayments for the Property Owner Loans.

"State" means the State of Wisconsin.

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

"Substantial Completion Date" means the end of the calendar year following the second construction season which is December 31, 2027.

“Supplemental Resolution” shall have the meaning set forth in the Program Resolution.

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

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

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

(a) Words importing the singular number shall include the plural number and vice versa, and one gender shall include all genders.

(b) All references herein to particular articles or sections are references to articles or sections of this FAA.

(c) The captions and headings herein are solely for convenience of reference and shall not constitute a part of this FAA, nor shall they affect its meaning, construction, or effect.

(d) The terms "hereby", "hereof", "hereto", "herein", "hereunder", and any similar terms as used in this FAA refer to this FAA in its entirety and not the particular article or section of this FAA in which they appear. The term "hereafter" means after and the term "heretofore" means before the date of delivery of this FAA.

(e) All accounting terms not otherwise defined in this FAA have the meanings assigned to them in accordance with generally accepted accounting principles, and all computations provided for herein shall be made in accordance with generally accepted accounting principles.

ARTICLE II

REPRESENTATIONS

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

(a) Reserved

(b) The SDWLP has complied with the provisions of the Statute and has full power and authority to execute and deliver this FAA, consummate the transactions contemplated hereby, and perform its obligations hereunder.

(c) The SDWLP is not in violation of any of the provisions of the Constitution or laws of the State which would affect its powers referred to in the preceding paragraph (b).

(d) Pursuant to the Statute, the SDWLP is authorized to execute and deliver this FAA, and to take actions and make determinations that are required of the SDWLP under the terms and conditions of this FAA.

(e) The execution and delivery by the SDWLP of this FAA and the consummation of the transactions contemplated by this FAA shall not violate any indenture, mortgage, deed of trust, note, agreement, or other contract or instrument to which the State is a party, or by which it is bound, or, to the best of the SDWLP's knowledge, any judgment, decree, order, statute, rule, or regulation applicable to the SDWLP; all consents, approvals, authorizations, and orders of governmental or regulatory authorities that are required for the consummation of the transactions contemplated thereby have been obtained.

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(f) To the knowledge of the SDWLP, there is no action, suit, proceeding, or investigation, at law or in equity, before or by any court, public board, or body, threatened against, pending, or affecting the SDWLP, or, to the knowledge of the SDWLP, any basis therefore, wherein an unfavorable decision, ruling, or finding would adversely affect the transactions contemplated hereby or which, in any way, could adversely affect the validity of this FAA or any agreement or instrument to which the State is a party and which is used or contemplated for use in consummation of the transactions contemplated by each of the foregoing.

(g) The Project is on the DNR funding list for the 2026 state fiscal year.

(h) The SDWLP is granting a variance to s. NR 166.07(1)(q), Wis. Adm. Code, to allow privately-owned Lead Service Lines to be eligible for funding without Wisconsin Public Service Commission approval of a lead service line replacement program or making a general obligation pledge.

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

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

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

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

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

(d) The governing body of the Municipality has duly approved the execution and delivery of this FAA and the issuance and delivery of the Municipal Obligations in the aggregate principal amount of $247,500 and authorized the taking of any and all action as may be required on the part of the Municipality and its authorized officers to carry out, give effect to, and consummate the transactions contemplated by each of the foregoing.

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

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

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

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

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

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

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

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

(i) The resolutions of the Municipality accepting the Financial Assistance and the Municipal Obligation Resolution have been duly adopted by the Municipality and remain in full force and effect as of the date hereof.

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

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

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

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

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indirectly by the Municipality as working capital or to finance inventory, as opposed to capital improvements.

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

(o) Reserved.

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

(q) Reserved.

(r) Reserved.

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

(t) The Municipality has established repayment requirements for Property Owner Loans to be made under the Property Owner Loan Program that will generate annually sufficient revenue to pay the principal of and interest on the Municipal Obligations.

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

(v) Reserved.

(w) Reserved.

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

(y) The Municipality acknowledges that the State reserves the right upon default by the Municipality hereunder to have a receiver appointed to collect Property Owner Loan repayments from the operation of the Municipality's Property Owner Loan Program.

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

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

(bb) Reserved.

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(cc) The Municipality acknowledges that it is eligible to receive Financial Assistance in the form of a Loan of $495,000 with Principal Forgiveness of $247,500 for payment of Project Costs.

(dd) The Municipality acknowledges that if it makes a Property Owner Loan and the Property Owner Loan is not repaid, the Municipality shall not recoup the unpaid Property Owner Loan amount from water utility ratepayer funds without the approval of the Wisconsin Public Service Commission under s. 196.372, Wis. Stats.

(ee) The Municipality represents that an ordinance has been adopted that requires each owner of a property that is serviced by a private Lead Service Line to replace that private Lead Service Line in accordance with s. 66.0627(8)(ag)2., Wis. Stats.

(ff) The Municipality acknowledges that they have final responsibility for assuring compliance with all federal requirements of the Lead Service Line Replacement Program whether the work is completed under a municipally-bid contract or completed utilizing a prequalified list of plumbers and contractors from which property owners contract directly.

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

ARTICLE III

LOAN PROVISIONS

Section 3.01. Loan Clauses

(a) Subject to the conditions and in accordance with the terms of this FAA, the SDWLP hereby agrees to make the Loan and the Municipality agrees to accept the Loan. As evidence of the portion of the Loan made to the Municipality remaining subsequent to the Principal Forgiveness, the Municipality hereby agrees to sell to the SDWLP Municipal Obligations in the aggregate principal amount of $247,500. The SDWLP shall pay for the Municipal Obligations in lawful money of the United States, which shall be disbursed as provided in this FAA.

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

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

(d) Disbursements of Financial Assistance shall generally be made: first in the form of Loan disbursements that include the applicable percentage of Principal Forgiveness up to $247,500; and second, if the Principal Forgiveness cap has been reached, in the form of Loan disbursements on the Municipal Obligations. Principal Forgiveness will be applied at the time of Loan disbursement.

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

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

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

Section 3.02. Type of Municipal Obligation and Security The Municipality's obligation to meet annual debt service requirements on the Municipal Obligations shall be a revenue obligation evidenced by issuance of revenue bonds pursuant to s. 66.0621, Wis. Stats. The security for the Municipality's obligation shall be a pledge of revenues to be derived from the Municipality's Property Owner Loan Program, including the Special Charges, and the Municipality shall agree that, if revenues from the Property Owner Loan Program are insufficient to meet annual debt service requirements, the Municipality shall, in recognition of and consideration for the public health benefit rendered to the Municipality by the Property Owner Loan Program by financing the elimination of lead from the public drinking water supply, pay the Property Owner Loan Program an amount sufficient to meet annual debt service requirements as provided in and subject to the conditions set forth in Section 9 of the Municipal Obligation Resolution. The annual revenues shall be equal to not less than the annual principal and interest requirements on the Municipal Obligations, any Parity Obligations, and any other debt obligations payable from the revenues of the Property Owner Loan Program then outstanding. The Municipal Obligations are also secured as provided in Section 3.07 hereof.

Section 3.03. Municipal Obligations Amortization Principal and interest payments on the Municipal Obligations shall be due on the dates set forth in Exhibit B of this FAA. The payment amounts shown on Exhibit B are for informational purposes only and assume the full amount of the Municipal Obligations is disbursed and that the full amount of Principal Forgiveness available is applied to the Loan on September 9, 2026. It is understood that the actual amounts of the Municipality’s Municipal Obligations payments shall be based on the actual dates and amounts of disbursements on the Municipal Obligations. Notwithstanding the foregoing or anything in the Municipal Obligations, the Municipal Obligations shall be for no longer than twelve (12) years from the date of this FAA and shall mature and be fully amortized not later than twelve (12) years after the original issue date of the Municipal Obligations. Repayment of principal on the Municipal Obligations shall begin not later than twelve (12) months after the expected or actual Substantial Completion date of the Project.

Section 3.04. Sale and Redemption of Municipal Obligations

(a) Municipal Obligations may be prepaid with prior written consent of the SDWLP. The SDWLP has sole discretion to withhold such consent. Advance notice of prepayment requests must be submitted to doaeif@wisconsin.gov. Only electronic prepayments will be accepted and payments must occur on the published DNR and DOA disbursement dates.

(b) The Municipality shall pay all costs and expenses of the SDWLP in effecting the redemption of the Bonds to be redeemed with the proceeds of the prepayment of the Municipal Obligations. Such costs and expenses may include any prepayment premium applicable to the SDWLP and any investment losses incurred or sustained by the SDWLP resulting directly or indirectly from any such prepayment.

(c) Subject to subsection (a), the Municipality may prepay the Municipal Obligations with any settlements received from any third party relating to the design or construction of the Project.

(d) Prepayments of the Municipal Obligations shall be applied pro rata to all maturities of the Municipal Obligations.

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Section 3.05. Disbursement of Financial Assistance

(a) Under this FAA, Financial Assistance shall be drawn in the order specified in Section 3.01(d) of this document.

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

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

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

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

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

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

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

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

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

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

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

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

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Section 3.06. Remedies

(a) If the Municipality:

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

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

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

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

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

(ii) Project work may be suspended.

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

(iv) Other administrative remedies may be pursued.

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

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

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

(3) Reserved.

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

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

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

Section 3.07. Security for the Municipal Obligations In accordance with the terms of the Municipal Obligation Resolution:

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(a) as security for the Municipal Obligations, the Municipality hereby pledges the revenue to be derived from the Municipality's Property Owner Loan Program (which is a dedicated source of revenue); and

(b) other than as already pledged to the Parity Obligations, which the SDWLP consents to being payable on a parity basis with the Municipal Obligations, the Municipality shall not pledge the revenues, except as provided in Section 11 of the Municipal Obligation Resolution, to be derived from the Municipality's Property Owner Loan Program or other revenues pledged under Section 3.07(a) above, to any person other than the SDWLP, unless the revenues pledged to such other person meet the highest debt coverage ratio then applicable to the Municipality's Property Owner Loan Program revenue obligations.

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

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

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

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

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

ARTICLE IV

CONSTRUCTION OF THE PROJECT

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

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

Section 4.02. Construction of the Project

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

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

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

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

Section 4.04. Completion of the Project

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

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

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

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

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

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

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

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

Section 4.05. Payment of Additional Project Costs

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

(b) In the event this Financial Assistance is not sufficient to pay the costs of the Project in full, the Municipality shall nonetheless complete the Project and pay that portion of the Project Costs

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as may be in excess of available Financial Assistance, and shall not be entitled to any reimbursement thereof from the SDWLP, or the owners of any bonds, except from the proceeds of additional financing which may be provided by the SDWLP pursuant to an amendment of this FAA or through a separate financial assistance agreement.

Section 4.06. No Warranty Regarding Condition, Suitability, or Cost of Project Neither the SDWLP, DOA, DNR, nor the Trustee makes any warranty, either express or implied, as to the Project or its condition, or that it shall be suitable for the Municipality's purposes or needs, or that the Financial Assistance shall be sufficient to pay the costs of the Project. Review or approval of engineering reports, facilities plans, plans and specifications, or other documents, or the inspection of Project construction by DNR, does not relieve the Municipality of its responsibility to properly plan, design, and build the Project as required by laws, regulations, permits, and good management practices. DNR or its representatives are not responsible for increased costs resulting from defects in Project documents. Nothing in this section prohibits a Municipality from requiring more assurances, guarantees, indemnity, or other contractual requirements from any party performing Project work.

ARTICLE V

COVENANTS

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

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

Section 5.03. Property Owner Loans

(a) The Municipality agrees that every Property Owner Loan shall be made only pursuant to a written loan agreement with the benefitting property owner. Each such loan agreement shall set forth, among other things, the amount of the Property Owner Loan, the interest rate, the length of the term, and the collection of loan repayments as a special charge on the property owner’s tax bill.

(b) The Municipality agrees that any application, administration, or other fee charged to Property Owner Loan applicants or recipients along with the interest rate charged on the Property Owner Loans shall be reasonable and shall not exceed the amount that is reasonably necessary to recover the Municipality’s costs of operating and administering the Property Owner Loan Program. The Municipality further agrees that the interest rate charged on the Property Owner Loans shall not exceed 4%.

Section 5.04. Special Charges

(a) For every Property Owner Loan made by the Municipality, the Municipality shall collect amounts due under the Property Owner Loan as a Special Charge in accordance with Section 66.0627(8)(am), Wisconsin Statutes.

(b) The Municipality shall include each installment of every Property Owner Loan as a Special Charge against the benefitting property in the next succeeding tax roll for collection and settlement under Ch. 74 of the Wisconsin Statutes.

(c) Such Special Charges may be collected in installments over no more than ten (10) years.

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(d) The Municipality shall take all steps to collect any delinquent Property Owner Loan installment payments as provided in Section 66.0627(8)(c), Wisconsin Statutes, which provides that they become a lien on the benefitted property which runs with the land, have the same priority as a special assessment lien, and may be enforced by foreclosure under Section 75.521, Wisconsin Statutes.

Section 5.05. Establishment of Project Accounts; Audits

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

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

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

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

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

Section 5.09. Public Ownership The Municipality shall at all times retain ownership of the Water System to which the Service Lines funded through this FAA are attached.

Section 5.10. Loan Repayment Covenant The Municipality hereby certifies that it shall establish loan repayments with respect to the Project in accordance with applicable laws and the Statute and in amounts such that revenues of the Municipality with respect to the Project shall be sufficient, together with other funds available to the Municipality for such purposes, to pay all amounts due under this FAA and the Municipal Obligations.

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

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

Section 5.13. Nondiscrimination Covenant

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

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

(c) The Municipality shall follow all federal statutes and regulations prohibiting discrimination, without limitation, including the following:

(1) Age Discrimination Act, Pub. L. 94-135

(2) Equal Employment Opportunity, Executive Order 11246

(3) Section 13 of the Clean Water Act, Pub. L. 92-500

(4) Section 504 of the Rehabilitation Act, Pub. L 93-112 supplemented by Executive Orders 11914 and 11250

(5) Title VI of the Civil Rights Act, Pub. L 88-352

(6) Participation by Disadvantaged Business Enterprises in Procurement, s. NR 162.08(4) and s. NR 166.11(4) Wis. Adm. Code.

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

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

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

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

Section 5.18. Reserved

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

Section 5.20. Maintenance of Legal Existence

(a) Except as provided in par. (b), the Municipality shall maintain its legal existence and shall not dissolve or otherwise dispose of all or substantially all of its assets and shall not consolidate with or merge into another legal entity.
(b) A Municipality may consolidate with or merge into any other legal entity, dissolve or otherwise dispose of all of its assets or substantially all of its assets, or transfer all or substantially all of its assets to another legal entity (and thereafter be released of all further obligation under this FAA and the Municipal Obligations) if:

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

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

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

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

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

Section 5.22. American Iron and Steel and Build America, Buy America The Municipality agrees to comply with all federal requirements applicable to the Project, including those imposed by the

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Infrastructure Investment and Jobs Act, which the Municipality understands requires that all iron and steel, manufactured products, and construction materials used in the Project are to be produced in the United States (Build America, Buy America requirements) unless the Municipality requested and obtained a waiver from the cognizant agency pertaining to the Project or the Project is otherwise covered by a general applicability waiver.

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

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

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

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

ARTICLE VI

MISCELLANEOUS

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

(a) DEPARTMENT OF ADMINISTRATION
OFFICE OF CAPITAL FINANCE
SAFE DRINKING WATER LOAN PROGRAM
101 EAST WILSON STREET 10TH FLOOR
MADISON WI 53702-0004
OR
PO BOX 7864
MADISON WI 53707-7864

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(b) DEPARTMENT OF NATURAL RESOURCES
BUREAU OF COMMUNITY FINANCIAL ASSISTANCE
101 SOUTH WEBSTER STREET CF/2
MADISON WI 53702-0005
OR
PO BOX 7921
MADISON WI 53707-7921

(c) US BANK CORP TRUST
DIANE PUTZEL EP-MN-WS3T
60 LIVINGSTON AVENUE
ST PAUL MN 55101-2292

(d) CITY OF SHEBOYGAN
828 CENTER AVENUE
SHEBOYGAN WI 53081-4442

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

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

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

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

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

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

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

Section 6.08. Further Assurances The Municipality shall, at the request of DNR and DOA, authorize, execute, acknowledge, and deliver such further resolutions, conveyances, transfers, assurances, financing statements, and other instruments as may be necessary or desirable for: better assuring, conveying, awarding, assigning, and confirming the rights, security interests, and agreements awarded or intended to be awarded by this FAA and relating to the Municipal Obligations.

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

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

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

(a) The SDWLP and the Municipality may enter into an agreement to terminate this FAA at any time. The termination agreement shall establish the effective date of termination of this FAA, the basis for settlement of termination costs, and the amount and date of payment of any sums due either party.

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

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

(a) there has been substantial non-performance of the Project work by the recipient without justification under the circumstances;

(b) there is substantial evidence this FAA was obtained by fraud;

(c) there is substantial evidence of gross abuse or corrupt practices in the administration of the Project;

(d) the Municipality has failed to comply with the covenants contained in this FAA; or

(e) any of the representations of the Municipality contained in this FAA were false in any material respect.

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

CITY OF SHEBOYGAN

By:_____
Ryan Sorenson
Mayor

Attest:_____
Meredith DeBruin
City Clerk

STATE OF WISCONSIN
DEPARTMENT OF ADMINISTRATION

By:_____
Authorized Officer

STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES

By:_____
Authorized Officer

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EXHIBIT A

PROJECT BUDGET SHEET

CITY OF SHEBOYGAN
SDWLP Project No. 4901-17

	Total Project Costs/SDWLP Total Award Amount for this Project
Force Account	0
Interim Financing	0
Preliminary Engineering	0
Land or Easement Acquisition	0
Engineering/Construction Mgmt.	0
Construction/Equipment	495,000
Contingency	0
Miscellaneous Costs	0
SDWLP Closing Costs	0
TOTAL	**$495,000**
Principal Forgiveness Amount (A)	**$247,500**
Net SDWLP Loan Amount	**$247,500**

A = Principal Forgiveness is calculated and awarded up to 50% of the private side construction costs in the amount of $247,500.

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Sheboygan, City, Wisconsin **Exh**

Project 4901-17 Safe Drinking Water Fund Program

Loan Closing Date: ***September 9, 2026***

Payment Date	Principal Payment	Interest Rate	Interest Payment	Principal & Interest	Bond Year Debt Service	Calendar Year Debt Service
1-May-27	0.00	0.250%	398.75	398.75	398.75	0.00
1-Nov-27	0.00	0.250%	309.38	309.38	0.00	708.13
1-May-28	22,220.15	0.250%	309.38	22,529.53	22,838.91	0.00
1-Nov-28	0.00	0.250%	281.60	281.60	0.00	22,811.13
1-May-29	22,275.71	0.250%	281.60	22,557.31	22,838.91	0.00
1-Nov-29	0.00	0.250%	253.76	253.76	0.00	22,811.07
1-May-30	22,331.39	0.250%	253.76	22,585.15	22,838.91	0.00
1-Nov-30	0.00	0.250%	225.84	225.84	0.00	22,810.99
1-May-31	22,387.22	0.250%	225.84	22,613.06	22,838.90	0.00
1-Nov-31	0.00	0.250%	197.86	197.86	0.00	22,810.92
1-May-32	22,443.19	0.250%	197.86	22,641.05	22,838.91	0.00
1-Nov-32	0.00	0.250%	169.80	169.80	0.00	22,810.85
1-May-33	22,499.30	0.250%	169.80	22,669.10	22,838.90	0.00
1-Nov-33	0.00	0.250%	141.68	141.68	0.00	22,810.78
1-May-34	22,555.55	0.250%	141.68	22,697.23	22,838.91	0.00
1-Nov-34	0.00	0.250%	113.48	113.48	0.00	22,810.71
1-May-35	22,611.94	0.250%	113.48	22,725.42	22,838.90	0.00
1-Nov-35	0.00	0.250%	85.22	85.22	0.00	22,810.64
1-May-36	22,668.46	0.250%	85.22	22,753.68	22,838.90	0.00
1-Nov-36	0.00	0.250%	56.88	56.88	0.00	22,810.56
1-May-37	22,725.14	0.250%	56.88	22,782.02	22,838.90	0.00
1-Nov-37	0.00	0.250%	28.48	28.48	0.00	22,810.50
1-May-38	22,781.95	0.250%	28.48	22,810.43	22,838.91	22,810.43
Totals	247,500.00		4,126.71	251,626.71	251,626.71	251,626.71

Net Interest Rate	0.2500%
Bond Years	1,650.6796
Average Life	6.6694

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

27-Jul-26 Wisconsin Department of Administration

Estimate Only

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Loan Payment Schedule Comments

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

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

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

Available Report	**Information Provided**
Auditor Verification Report	Information commonly requested by municipal auditors. Available for completed calendar years.
Loan Account History	Loan disbursements, principal payments, and loan balance.
Loan Payment Schedule	Future principal and interest payments for disbursements.
Payment History	Past principal and interest payments.
Disbursement History	Past loan and grant disbursements.

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

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

May 1: principal and interest payments due
November 1: interest payments due

For more information about your payment schedule, please email doaeif@wisconsin.gov and the first available staff will respond to your inquiry.

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EXHIBIT C

FEDERAL REQUIREMENTS COMPLIANCE CERTIFICATION

[Prepare on Municipal Letterhead at Project Completion and Closeout]

The undersigned officials of the City of Sheboygan (the "Municipality") hereby certify that, for all expenditures made for construction of DNR Project No. 4901-17 (the "Project"), the Municipality has met the prevailing wage rate requirements of the Davis-Bacon Act.

The Municipality further certifies that, after taking into account any national or project-specific waivers approved by the U.S. Environmental Protection Agency, DNR Project No. 4901-17 has met the requirements for Build America, Buy America of the Infrastructure Investment and Jobs Act, Public Law No. 117-58, §§ 70901-52, and the use of American Iron and Steel mandated under EPA's Drinking Water State Revolving Fund Program.

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

By: _____ Dated as of: _____
[Name of Municipal Official or Authorized Representative]
[Title]

Attest: _____ Dated as of: _____
[Name of Clerk or Secretary]
[Title]

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EXHIBIT D

OPERATING CONTRACTS

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

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EXHIBIT E

UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBE)

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

Municipality City of Sheboygan	Project Number 4901-17
Project Description BIL SFY26 LSL Program -- Municipal	

Are any DBEs expected to be utilized on the project? If yes, list below. Yes ☐ No X

Enter at Project Closeout

DBE Firm	Construction or Non-construction*	Contract Estimate ($)	Actual Amount Paid to the DBE ($)	Certifying Agency or List
SAMPLE: ABC Engineering, LLC.	*Non-construction*	*10,000*	*9,950*	*WisDOT*

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

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

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

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EXHIBIT F

PROJECT MANAGER SUMMARY PAGE

CITY OF SHEBOYGAN
SDWLP Project No. 4901-17

1. Project Description: The Municipality has been a participant in DNR's private side Lead Service Line (LSL) replacement program since 2017. The Municipality passed an ordinance on December 5, 2025, which amended their LSL replacement ordinance and financial assistance program. In the City of Sheboygan, the property owner owns the entire length of the Service Line from the water main to the meter. This Project is utilizing a prequalified list of plumbers to replace approximately 50 private LSLs city-wide. The property owner will contract directly with the plumber. The Municipality will cover 50% of the total costs in the form of a grant to the property owner. The property owner may pay the remaining 50% in full or in the form of a loan to be repaid over a 72-month period. Loan repayments will be included on the property owner's property tax bill and repaid in equal yearly installments. The Municipality currently offers an interest rate as low as 0% but may adjust the rate in the future to cover interest repayments and administrative costs.

   Approximately 406 Lead Service Line replacements located within designated census tract 8, 114, and 2.01 will be funded under project no. 4901-18, and approximately 94 Lead Service Line replacements located within designated census tract 5 will be funded under project no. 4901-18.

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

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

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

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

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

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

3. Disadvantaged Business Enterprise (DBE) Good Faith Effort: The Municipality made a good faith effort by encouraging DBEs to prequalify in the request for qualifications. No DBEs are expected to be utilized on the Project.

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4. Davis-Bacon Wage Rate Requirements: For projects where the homeowner contracts directly with a plumber or contractor from a prequalified list, Davis-Bacon and Related Acts requirements apply to all replacements unless:

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

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

5. Build America, Buy America: This Project is subject to the Build America, Buy America requirements of Title IX of the Infrastructure Investment and Jobs Act, Public Law No. 117-58, §§ 70901-52. If this Project is exempt from Build America, Buy America requirements under a project specific or general applicability waiver, the Project is still subject to use of American Iron and Steel requirements of Section 1452 of the Act.

6. Environmental Review: The SDWLP has determined through an environmental assessment that the Project will result in a categorical exclusion. A construction site storm water permit may be required if Project has one or more acres of total land disturbance. Some Project areas are within 300 feet of waterways, therefore, erosion mitigation measures should be utilized as circumstances dictate. If suitable habitat for the Rusty Patched Bumble Bee is present within the Project site, assume presence and follow recommended conservation measures.

7. Principal Forgiveness: This Project is awarded Principal Forgiveness for 50% of eligible Project Costs, up to a total of $247,500. This Principal Forgiveness is solely for the purpose of reducing the cost borne by property owners for replacement of their Lead Service Line.

8. Federal Single Audit: This Project is being financed with federal funds and is subject to the Federal Single Audit requirements referenced in Section 5.23 of this FAA. If the Municipality receives more than $1,000,000 of money that originates from any federal source in a calendar year, then it must commission a Federal Single Audit as part of its regular financial audit. The Catalog of Federal Domestic Assistance number is 66.468 for drinking water project disbursements funded with federal money.

9. Closeout Documentation: At Project Completion the Municipality must submit to DNR the documentation described in section 4.04(b) of this FAA, which will include reporting for each replaced Service Line:

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

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EXHIBIT G

LIST OF FEDERAL LAWS AND AUTHORITIES

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

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

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EXHIBIT H

BEST PRACTICES FOR LEAD SERVICE LINE REPLACEMENTS

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

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

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

CITY OF SHEBOYGAN
RESOLUTION 85-26-27

BY ALDERPERSONS BOORSE AND CLOSE.

AUGUST 17, 2026

A RESOLUTION authorizing the appropriate City officials to execute the Department of Natural Resources Principal Forgiveness Financial Assistance Agreement regarding DNR Project No. 4901-18.

WHEREAS, the City of Sheboygan (the "Municipality") wishes to undertake a project to replace private lead service lines, identified as DNR No. 4901-18 (the "Project"); and

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

WHEREAS, the SDWLP has determined that it can provide a loan with principal forgiveness in an amount up to $827,200 that it has identified as being eligible for SDWLP funding;

WHEREAS, it is appropriate to suspend the rules in order to adopt this Resolution and return documents to the DNR by no later than August 19, 2026.

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

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

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

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

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

STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES
DEPARTMENT OF ADMINISTRATION

and

CITY OF SHEBOYGAN

_____

$827,200 With $827,200 PRINCIPAL FORGIVENESS

FINANCIAL ASSISTANCE AGREEMENT

_____

Dated as of September 9, 2026

_____

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

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

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

Municipal Identification No. 59281

Safe Drinking Water Loan Program Project No. 4901-18

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WITNESSETH:

WHEREAS, this is a FINANCIAL ASSISTANCE AGREEMENT (the “FAA”), dated September 9, 2026, between the STATE OF WISCONSIN Safe Drinking Water Loan Program (the "SDWLP"), by the Department of Natural Resources (the "DNR") and the Department of Administration (the "DOA"), acting under authority of ss. 281.59 and 281.61, Wis. Stats., as amended (the "Statute"), and the City of Sheboygan, a municipality within the meaning of the Statute, duly organized and existing under the laws of the State of Wisconsin (the "Municipality"); and

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

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

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

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

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

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

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

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

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ARTICLE I
DEFINITIONS; RULES OF INTERPRETATION

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

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

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

"Application" means the written application of the Municipality dated June 25, 2025, for financial assistance under the Statute.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"Project" means the project assigned SDWLP Project No. 4901-18 by DNR, described in the Project Manager Summary (Exhibit B).

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

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

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

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

"State" means the State of Wisconsin.

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

"Substantial Completion Date" means the end of the calendar year following the second construction season which is December 31, 2027.

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

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

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

(a) Words importing the singular number shall include the plural number and vice versa, and one gender shall include all genders.

(b) All references herein to articles or sections are references to articles or sections of this FAA.

(c) The captions and headings herein are solely for convenience of reference and shall not constitute a part of this FAA nor shall they affect its meaning, construction, or effect.

(d) The terms "hereby", "hereof", "hereto", "herein", "hereunder", and any similar terms as used in this FAA refer to this FAA in its entirety and not the article or section of this FAA in which they appear, and the term "hereafter" means after, and the term "heretofore" means before, the date of delivery of this FAA.

(e) All accounting terms not otherwise defined in this FAA have the meanings assigned to them in accordance with generally accepted accounting principles for U.S. state and local governments established by the Governmental Accounting Standards Board, as may be amended from time to time “GAAP”), and all computations provided for herein shall be made in accordance with GAAP.

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ARTICLE II
REPRESENTATIONS

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

(a) The SDWLP has complied with the provisions of the Statute and has full power and authority to execute and deliver this FAA, consummate the transactions contemplated hereby, and perform its obligations hereunder.

(b) The SDWLP is not in violation of any of the provisions of the Constitution or laws of the State which would affect its powers referred to in the preceding paragraph (a).

(c) Pursuant to the Statute, the SDWLP is authorized to execute and deliver this FAA, and to take actions and make determinations that are required of the SDWLP under the terms and conditions of this FAA.

(d) The execution and delivery by the SDWLP of this FAA and the consummation of the transactions contemplated by this FAA shall not violate any indenture, mortgage, deed of trust, note, agreement, or other contract or instrument to which the State is a party or by which it is bound, or, to the best of the SDWLP's knowledge, any judgment, decree, order, statute, rule, or regulation applicable to the SDWLP, and all consents, approvals, authorizations, and orders of governmental or regulatory authorities that are required for the consummation of the transactions contemplated thereby have been obtained.

(e) To the knowledge of the SDWLP, there is no action, suit, proceeding, or investigation, at law or in equity, before or by any court, public board, or body, pending or threatened in writing, against or affecting the SDWLP, or, to the knowledge of the SDWLP, any basis therefor, wherein an unfavorable decision, ruling, or finding would adversely affect the transactions contemplated hereby or which, in any way, could adversely affect the validity of this FAA or any agreement or instrument to which the State is a party and which is used or contemplated for use in consummation of the transactions contemplated by each of the foregoing.

(f) The Project is on the DNR funding list for the 2026 state fiscal year.

(g) The SDWLP is granting a variance to s. NR 166.07(g), Wis. Adm. Code, to allow privately-owned Lead Service Lines to be eligible for funding without Wisconsin Public Service Commission approval of a lead service line replacement program or making a general obligation pledge.

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

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

(1) conduct its business and own its properties,
(2) enter into this FAA, and
(3) carry out and consummate all transactions contemplated by this FAA.

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

(c) The governing body of the Municipality has duly approved the execution and delivery of this FAA in the amount of $827,200, and has authorized the taking of any and all action as may be

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required on the part of the Municipality and its authorized officers to carry out, give effect to, and consummate the transactions contemplated by this FAA.

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

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

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

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

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

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

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

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

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

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

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

(k) All amounts shown in Exhibit A of this FAA are costs of a Project eligible for financial assistance under the Act or Statute. All proceeds of any borrowing of the Municipality that have been spent and are being paid with the proceeds of the Financial Assistance made hereunder have been spent on Project Costs. All Project Costs are reasonable, necessary, and allocable by

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the Municipality to the Project under generally accepted accounting principles. None of the proceeds of the Loan shall be used directly or indirectly by the Municipality as working capital or to finance inventory, as opposed to capital improvements.

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

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

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

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

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

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

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

(s) The Municipality acknowledges that it is eligible to receive Financial Assistance in the form of a Loan of $827,200 with Principal Forgiveness of $827,200 for payment of Project Costs.

ARTICLE III
FINANCIAL ASSISTANCE PROVISIONS

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

Section 3.02. Disbursement of Financial Assistance

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

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

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

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

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

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

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

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

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

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

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

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

Section 3.03. Remedies

(a) If the Municipality:

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

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

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

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

(i) Disbursements otherwise due the Municipality may be withheld.

(ii) Project work may be suspended.

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

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(iv) Other administrative remedies may be pursued.

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

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

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

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

ARTICLE IV
CONSTRUCTION OF THE PROJECT

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

Section 4.02. Construction of the Project

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

(b) During construction of the Project, if a private lead service line is replaced that results in creation of a partial lead service line due to the public portion of the service line also containing lead, the SDWLP shall not provide funding for the private lead service line replacement until the public side of the service line has also been replaced.

(c) Pitcher filters or point-of-use filtration that has been certified to NSF/ANSI 53 for the reduction of lead shall be provided from the start of replacement until at least six months following completion of the replacement. The Municipality shall attempt to replace a service line in its entirety within 45 days of the start of construction on the lead service line. In no case shall the full replacement period exceed 180 days. Funding will not be disbursed until the replacement of the entire line is complete.

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

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Section 4.04. Completion of the Project

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

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

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

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

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

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

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

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

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

ARTICLE V
COVENANTS

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

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

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

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Section 5.04. Establishment of Project Accounts

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

(1) permit any authorized representative of DNR or DOA, or agents thereof, the right to review or audit all records relating to the Project or the Financial Assistance;

(2) produce, or cause to be produced, all records relating to any work performed under the terms of this FAA for examination at such times as may be designated by any of them

(3) permit extracts and copies of the Project records to be made by any of them; and

(4) fulfill information requests by any of them.

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

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

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

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

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

Section 5.10. Nondiscrimination Covenant

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

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

(c) The Municipality shall follow all federal statutes and regulations prohibiting discrimination, without limitation, including the following:

(1) Age Discrimination Act, Pub. L. 94-135

(2) Equal Employment Opportunity, Executive Order 11246

(3) Section 13 of the Clean Water Act, Pub. L. 92-500

(4) Section 504 of the Rehabilitation Act, Pub. L 93-112 supplemented by Executive Orders 11914 and 11250

(5) Title VI of the Civil Rights Act, Pub. L 88-352

(6) Participation by Disadvantaged Business Enterprises in Procurement, s. NR 162.08(4) and s. NR 166.11(4) Wis. Adm. Code.

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

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

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

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

Section 5.15. Maintenance of Legal Existence

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

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

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

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

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

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

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

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

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

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

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

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

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ARTICLE VI
MISCELLANEOUS

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

(a) DEPARTMENT OF ADMINISTRATION
OFFICE OF CAPITAL FINANCE
SAFE DRINKING WATER LOAN PROGRAM
101 EAST WILSON STREET 10TH FLOOR
MADISON WI 53702-0004
OR
PO BOX 7864
MADISON WI 53707-7864

(b) DEPARTMENT OF NATURAL RESOURCES
BUREAU OF COMMUNITY FINANCIAL ASSISTANCE
101 SOUTH WEBSTER STREET CF/2
MADISON WI 53702-0005
OR
PO BOX 7921
MADISON WI 53707-7921

(c) US BANK CORP TRUST
DIANE PUTZEL EP-MN-WS3T
60 LIVINGSTON AVENUE
ST PAUL MN 55101-2292

(d) CITY OF SHEBOYGAN
828 CENTER AVENUE
SHEBOYGAN WI 53081-4442

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

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

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

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

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

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

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

(a) The SDWLP and the Municipality may enter into an agreement to terminate this FAA at any time. The termination agreement shall establish the effective date of termination of this FAA, the basis for settlement of termination costs, and the amount and date of payment of any sums due either party.

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

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

(a) there has been substantial non-performance of the Project work by the recipient without justification under the circumstances;

(b) there is substantial evidence this FAA was obtained by fraud;

(c) there is substantial evidence of gross abuse or corrupt practices in the administration of the Project;

(d) the Municipality has failed to comply with the covenants contained in this FAA; or

(e) any of the representations of the Municipality contained in this FAA were false in any material respect.

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

CITY OF SHEBOYGAN

By:_____
Ryan Sorenson
Mayor

Attest:_____
Meredith DeBruin
City Clerk

STATE OF WISCONSIN
DEPARTMENT OF ADMINISTRATION

By:_____
Authorized Officer

STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES

By:_____
Authorized Officer

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EXHIBIT A
PROJECT BUDGET SHEET SUMMARY

CITY OF SHEBOYGAN
SDWLP Project No. 4901-18

	Total Project Costs/LSL Principal Forgiveness Amount
Force Account	0
Interim Financing	0
Planning & Design	0
Land Acquisition/Easement	0
Construction Management/Engineering	0
Construction/Equipment	827,200
Contingency	0
Miscellaneous Costs	0
Closing Costs	0
TOTAL	**$827,200**

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EXHIBIT B
RESERVED

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EXHIBIT C
FEDERAL REQUIREMENTS COMPLIANCE CERTIFICATION

[Prepare on Municipal Letterhead at Project Completion and Closeout]

The undersigned officials of the City of Sheboygan (the "Municipality") hereby certify that, for all expenditures made for construction of DNR Project No. 4901-18 (the "Project"), the Municipality has met the prevailing wage rate requirements of the Davis-Bacon Act.

The Municipality further certifies that, after taking into account any national or project-specific waivers approved by the U.S. Environmental Protection Agency, DNR Project No. 4901-18 has met the requirements for Build America, Buy America of the Infrastructure Investment and Jobs Act, Public Law No. 117-58, §§ 70901-52, and the use of American Iron and Steel mandated under EPA's Drinking Water State Revolving Fund Program.

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

By: _____ Dated as of: _____
[Name of Municipal Official or
Authorized Representative]
[Title]

Attest: _____ Dated as of: _____
[Name of Clerk or Secretary]
[Title]

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EXHIBIT D
RESERVED

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EXHIBIT E
UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBE)

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

Municipality	Project Number
City of Sheboygan	4901-18
Project Description	
BIL SFY26 LSL Program-- Census Tract 5	

Are any DBEs expected to be utilized on the project? If yes, list below. Yes ☐ No X

DBE Firm	Construction or Non-construction*	Contract Estimate ($)	Enter at Project Closeout: Actual Amount Paid to the DBE ($)	Enter at Project Closeout: Certifying Agency or List
SAMPLE: ABC Engineering, LLC.	*Non-construction*	*10,000*	*9,950*	*WisDOT*

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

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

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

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EXHIBIT F
PROJECT MANAGER SUMMARY

CITY OF SHEBOYGAN
SDWLP Project No. 4901-18

1. Project Description: The Municipality has been a participant in DNR's private side Lead Service Line (LSL) replacement program since 2017. The Municipality passed an ordinance on December 5, 2025, which amended their LSL replacement ordinance and financial assistance program. In the City of Sheboygan, the property owner owns the entire length of the Service Line from the water main to the meter. This Project is utilizing a prequalified list of plumbers to replace approximately 94 private LSLs within designated census tract 5. The property owner will contract directly with the plumber, and the Municipality will fund 100% of the total costs in the form of a grant to the property owner.

   Approximately 406 Lead Service Line replacements located within designated census tracts 8, 114, and 2.01 will be funded under project no. 4901-16 and approximately 50 Lead Service Line replacements located outside these designated census tracts will be funded under project no. 4901-17.

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

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

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

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

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

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

3. Disadvantaged Business Enterprise (DBE) Good Faith Effort: The Municipality made a good faith effort by encouraging DBEs to prequalify in the request for qualifications. No DBEs are expected to be utilized on the Project.

4. Davis-Bacon Wage Rate Requirements: For projects where the homeowner contracts directly with a plumber or contractor from a prequalified list, Davis-Bacon and Related Acts requirements apply to all replacements unless:

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

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

5. Environmental Review Conditions: The SDWLP has determined through an environmental assessment that the Project will result in a categorical exclusion. A construction site storm water permit may be required if Project has one or more acres of total land disturbance. Some Project areas are within 300 feet of waterways, therefore, erosion mitigation measures should be utilized as circumstances dictate. If suitable habitat for the Rusty Patched Bumble Bee is present within the Project site, assume presence and follow recommended conservation measures.

6. Federal Single Audit: This Project is being financed with federal funds and is subject to the Federal Single Audit requirements referenced in Section 5.18 of this FAA. If the Municipality receives more than $1,000,000 of money that originates from any federal source in a calendar year, then it must commission a Federal Single Audit as part of its regular financial audit. The Catalog of Federal Domestic Assistance number is 66.468 for drinking water project disbursements funded with federal money.

7. Build America, Buy America: This Project is subject to the Build America, Buy America requirements of Title IX of the Infrastructure Investment and Jobs Act, Public Law No. 117-58, §§ 70901-52. If this Project is exempt from Build America, Buy America requirements under a project specific or general applicability waiver, the Project is still subject to use of American Iron and Steel requirements of Section 1452 of the Act.

8. Closeout Documentation: At Project completion the Municipality must submit to DNR the documentation described in section 4.04(b) of this FAA, which will include reporting for each replaced Service Line:

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

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EXHIBIT G
LIST OF FEDERAL LAWS AND AUTHORITIES

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

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

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EXHIBIT H
BEST PRACTICES FOR LEAD SERVICE LINE REPLACEMENTS

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

1. **Notice and Public Education.** Provide notice to the owner of the affected service line as well as non-owner resident(s) served by the affected service line within 24 hours of completion of the replacement. The notice must include all the following information, in accordance with §141.85(a) of the LCRR.
   - Explain that consumers may experience a temporary increase of lead levels in their drinking water due to the replacement.
   - Provide information about the health effects of lead.
   - Provide information about actions consumers can take to minimize their exposure to lead in drinking water,

2. **Flushing Information.** Provide information about service line flushing before the replaced service line is returned to service.

3. **Filters.** Provide the consumer(s) with a pitcher filter or point-of-use device certified by an American National Standards Institute accredited certifier to reduce lead, six months of replacement cartridges, and instructions for use before the replaced service line is returned to service.

4. **Follow-up Sampling.** Offer to the consumer to take a follow up tap sample between three months and six months after completion of the replacement and provide the results of the sample to the consumer in accordance with paragraph (d) of this section.

CITY OF SHEBOYGAN
RESOLUTION 76-26-27

BY ALDERPERSONS BOORSE AND HEIDEMANN.

AUGUST 10, 2026.

A RESOLUTION approving design development for the Public Safety Complex and authorizing the appropriate City officials to proceed with the preparation of construction documents in cooperation with Wendel Company.

WHEREAS, the Police and Fire departments have reviewed the design development materials and have determined that the design development phase successfully meets the operational needs and project goals established for the Public Safety Complex; and

WHEREAS, Wendel Company has presented the design development package to the City Council; and

WHEREAS, the City has previously allocated funds for the planning and design of the Public Safety Complex, and the Construction Design Estimate totals $1,183,000, which has been identified as available within the approved project budget.

NOW, THEREFORE, BE IT RESOLVED: That the design development plan for the Public Safety Complex is hereby approved.

BE IT FURTHER RESOLVED: That City staff shall return to the City Council upon completion of construction documents to request authorization to solicit bids for construction of the Public Safety Complex.

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 81-26-27

BY ALDERPERSONS MITCHELL, BOORSE, AND DEKKER.

AUGUST 17, 2026.

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

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

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

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

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

2026-2030 SHORELINE METRO TRANSIT DEVELOPMENT PLAN

SHORELINE METRO

BAY LAKE Regional Planning Commission | Since 1972

Prepared by:

Bay-Lake Regional Planning Commission

1861 Nimitz Drive, De Pere, WI 54115

Adopted: September 2026

TDP Review Committee

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

The preparation of this report was financed in part through a Section 5304 transit planning grant from the U.S. Department of Transportation, Federal Transit Administration. Which was administered by the Wisconsin Department of Transportation. Local funding was provided by the Sheboygan Parking and Transit Utility.

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

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Chapter1: Introduction

Shoreline Metro Transit

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

Study Purpose

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

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

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

Planning Process

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

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

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

Transit System Overview

Shoreline Metro Fixed Route Service

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

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

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

Paratransit Service

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

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

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

Individuals with a qualifying disability may be considered eligible on:

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

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

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

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

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

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

Service Characteristics

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

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

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

Route 3 North

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

Route 3 South

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

Route 5 North

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

Route 5 South

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

Route 7 North

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

Route 7 South

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

Route 10 North

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

Route 10 South

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

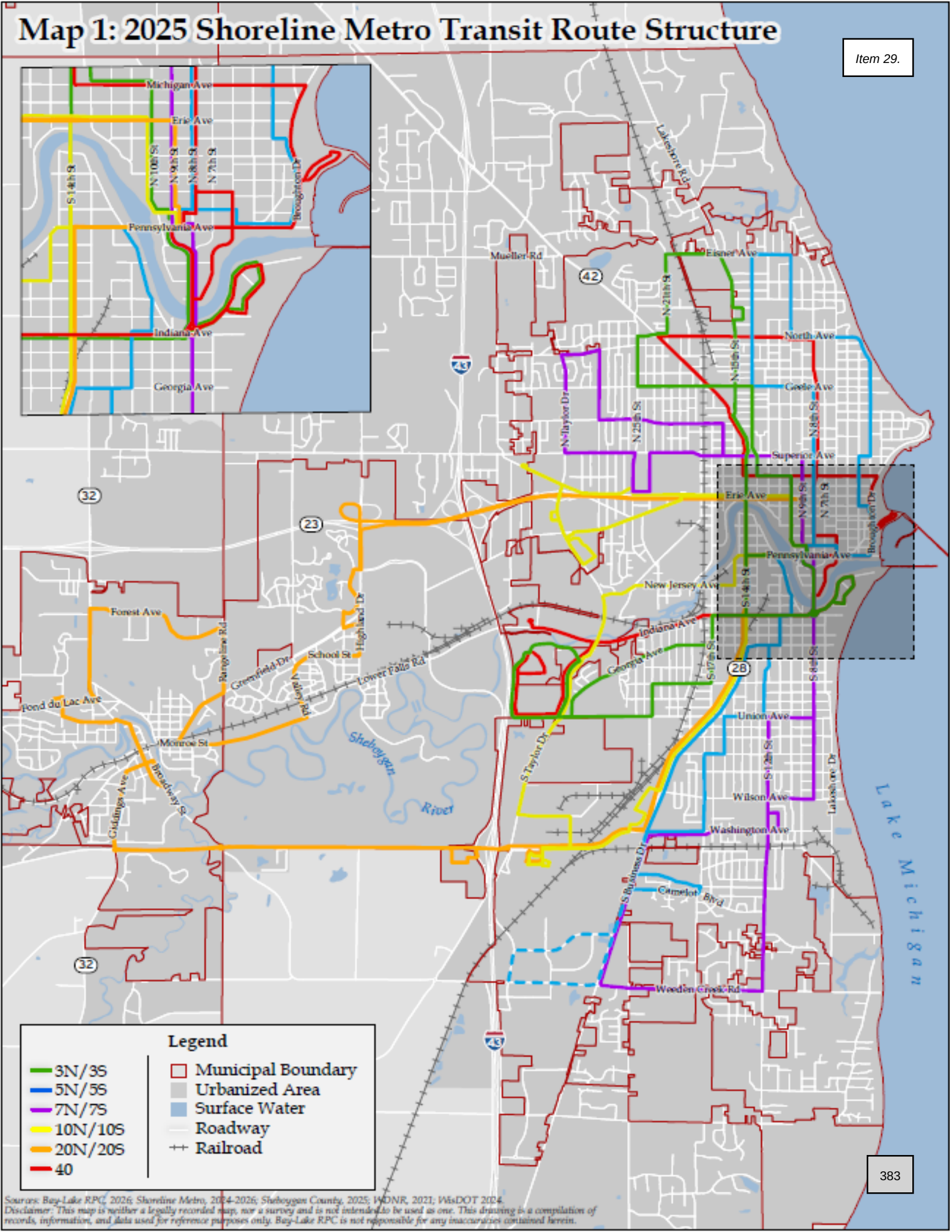
Route 20 (Sheboygan Falls and Kohler Route)

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

Route 40 ("The Harbor Centre Express Plus")

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

Map 1: 2025 Shoreline Metro Transit Route Structure



Legend

- 3N/3S
- 5N/5S
- 7N/7S
- 10N/10S
- 20N/20S
- 40

- Municipal Boundary
- Urbanized Area
- Surface Water
- Roadway
- Railroad

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

Shuttle Service

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

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

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

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

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

Fare Structure

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

Table 1. Shoreline Metro Fare Schedule

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

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

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

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

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

Facilities

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

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

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

Systemwide Ridership and Revenue Mile Trends

Annual Revenue Passenger Trips

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

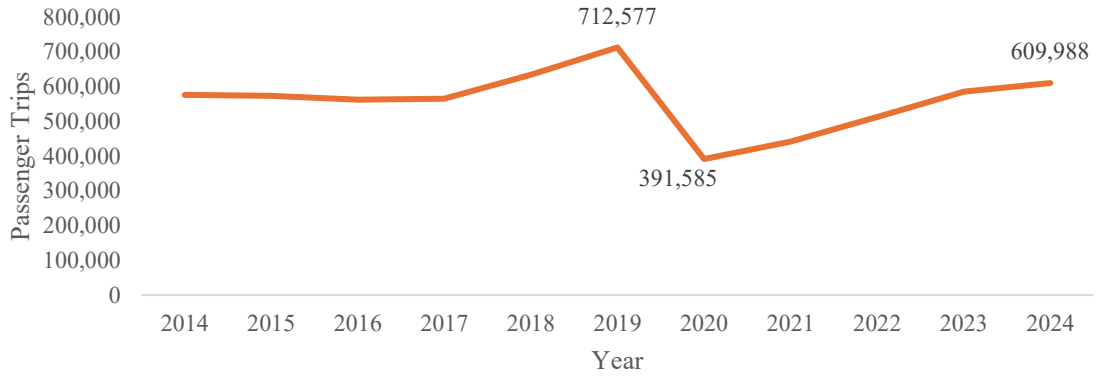
Paratransit trips saw a steady decline, decreasing from 37,062 in 2014 to a low of 18,564 in 2020, then gradually increasing to 27,776 in 2024. Total passenger trips reached their highest point in 2019 at 712,577, followed by a significant decline in 2020 to 391,585. Since then, total trips have recovered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

Table 2. Annual Revenue Passenger Trips

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

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

Figure 1. Annual Revenue Passenger Trips



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

Annual Revenue Miles

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

Table 3. Annual Fixed-Route Revenue Miles

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

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

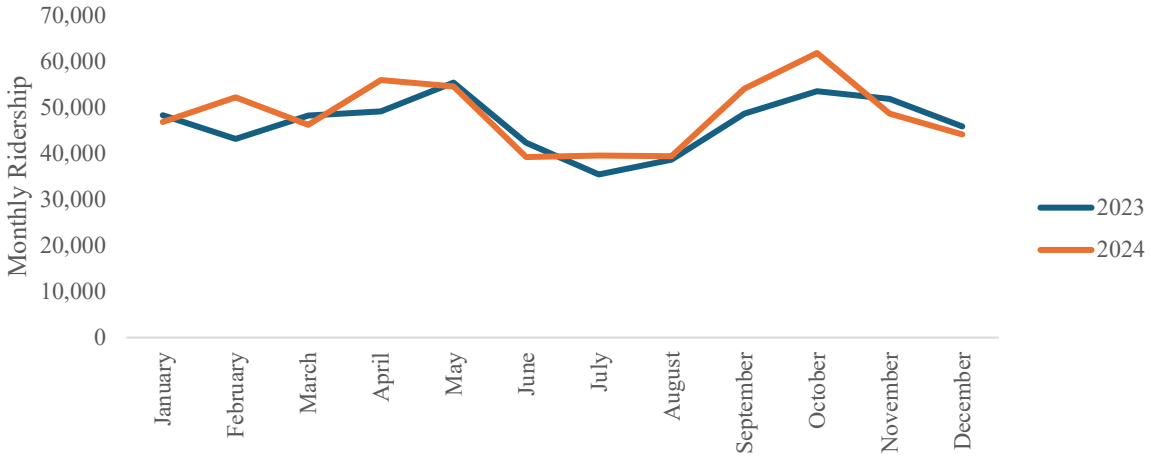
Monthly Ridership: 2023 – 2024

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

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

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

Figure 2. Monthly Ridership, 2023 – 2024



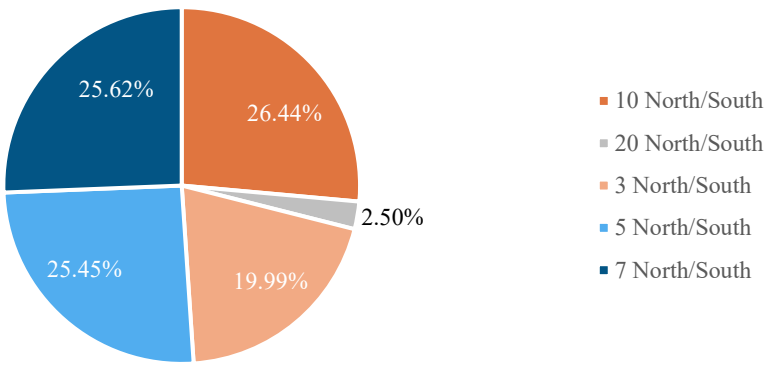
Source: Shoreline Metro, 2023 – 2024; Bay-Lake Regional Planning Commission, 2025

Ridership by Route: 2024

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

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

Figure 3. Ridership by Route, 2024

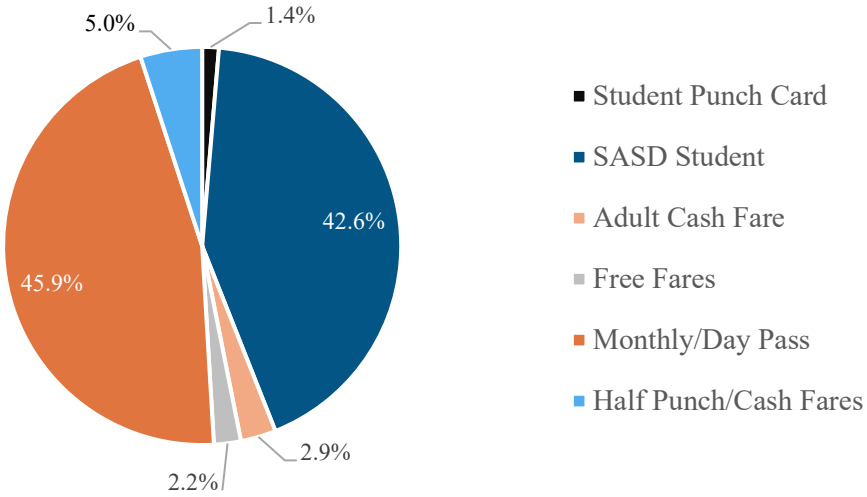


Source: Shoreline Metro, 2024; Bay-Lake Regional Planning Commission, 2025

Ridership by Fare Category: 2024

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

Figure 4. Ridership by Fare Category, 2024



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

Funding Sources: 2020-2024

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

Table 4. Funding Sources, 2020 – 2024

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

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

Expense Breakdown: 2020-2024

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

Table 5. Expense Breakdown, 2020- 2024

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

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

DRAFT

Chapter 2: Transit Goals and Objectives

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

Goal 1: Enhance System Efficiency and Reliability

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

Goal 2: Improve Accessibility and Mobility

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

Goal 3: Support Economic Development and Regional Growth

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

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

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

Goal 5: Strengthen Community Engagement and Ensure Broad Access

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

Goal 6: Ensure Financial Sustainability and Cost-Effectiveness

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

Goal 7: Strengthen Partnerships with Neighboring Communities

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

Chapter 3: Existing Conditions and Needs Assessment

Transit Needs Assessment

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

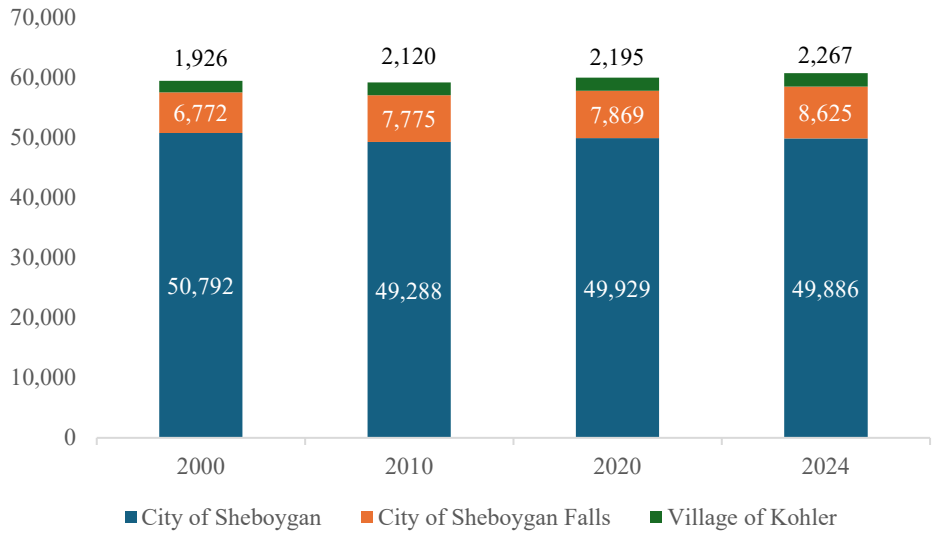
Population Trends

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

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

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

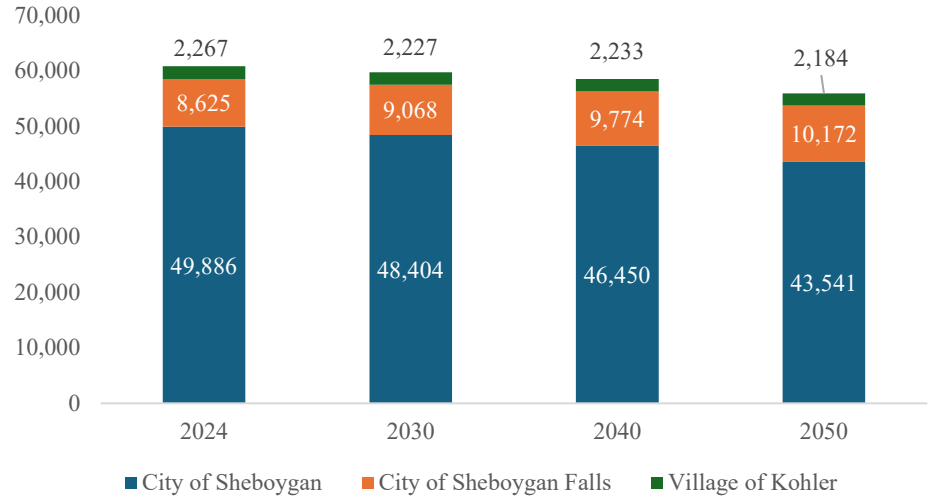
Figure 5. Shoreline Metro Service Area Population, 2000-2024



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

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

Figure 6: Population Projections by Community



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

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

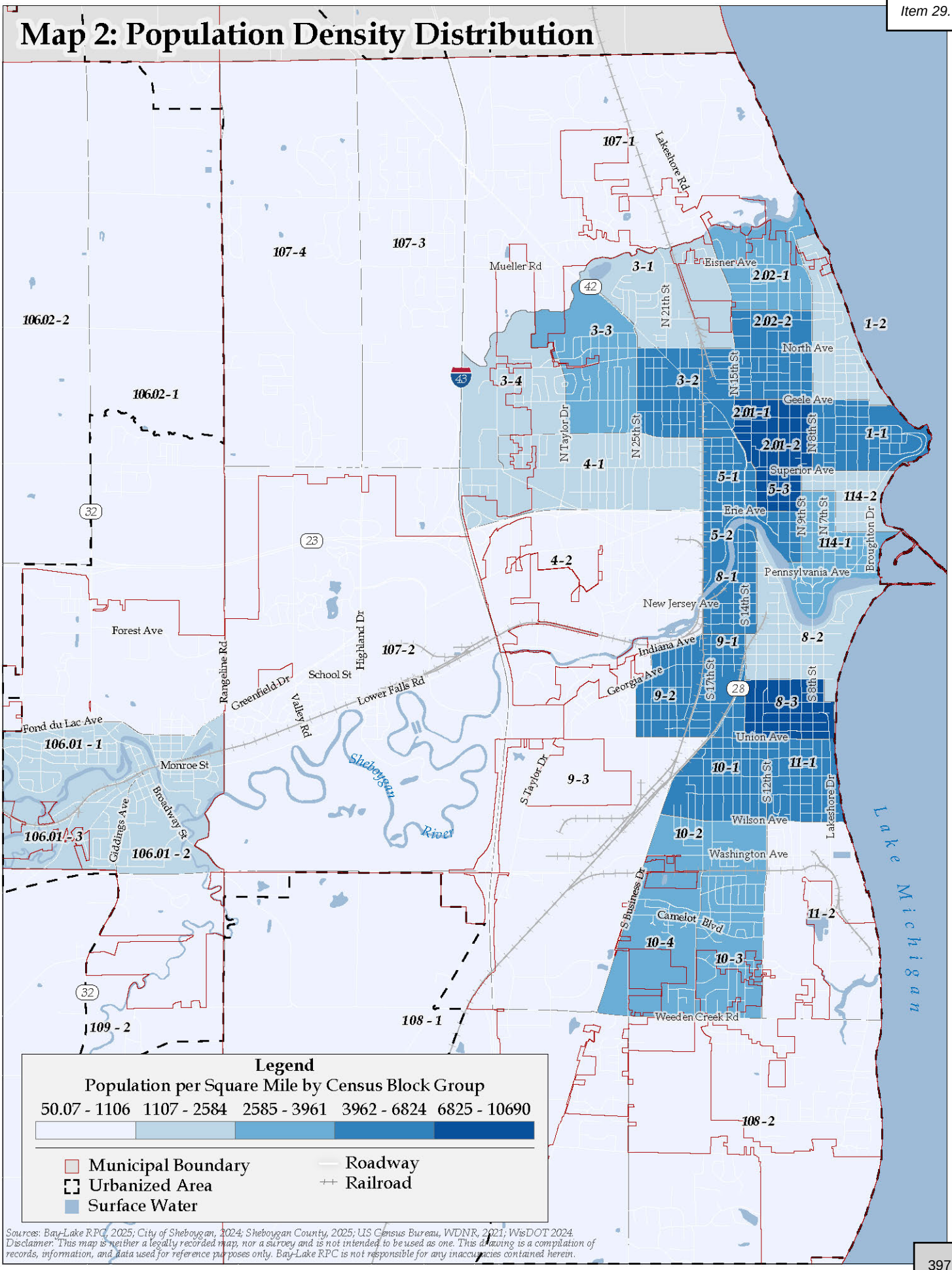
Population and Employment Activity

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

Population Density

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

Map 2: Population Density Distribution



Legend

Population per Square Mile by Census Block Group

50.07 - 1106	1107 - 2584	2585 - 3961	3962 - 6824	6825 - 10690

- Municipal Boundary
- Urbanized Area
- Surface Water
- Roadway
- Railroad

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

Employment Density

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

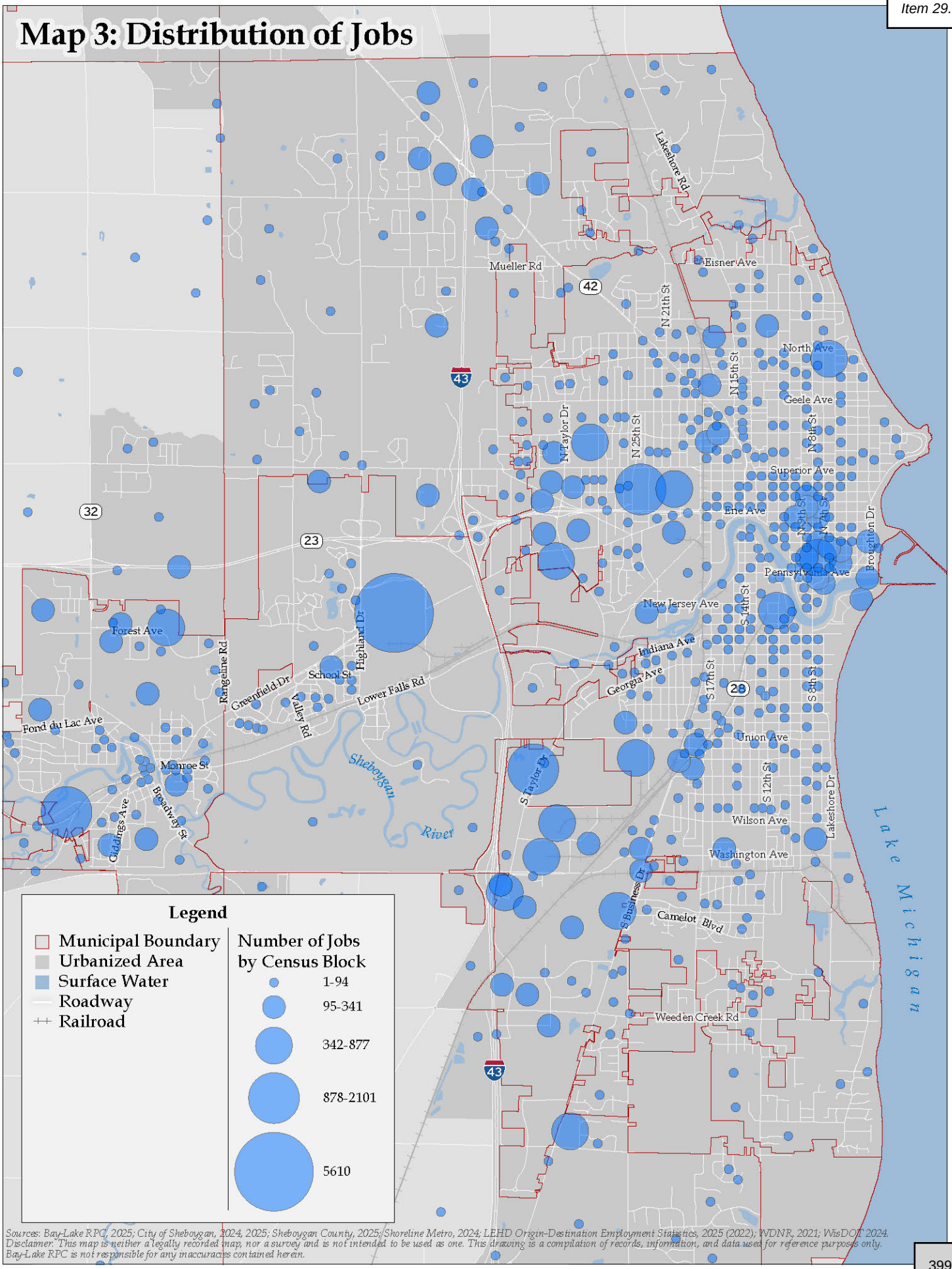
Outside the City of Sheboygan, Kohler Company holds the most prevalence. Employing over 5,000 individuals ranging from factory workers to sales coordinators. Kohler Company remains a stable anchor of employment in Shoreline Metro's service area. Transitioning west to the City of Sheboygan Falls, Bemis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

Table 6. Top Employers in Sheboygan County

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

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

Map 3: Distribution of Jobs



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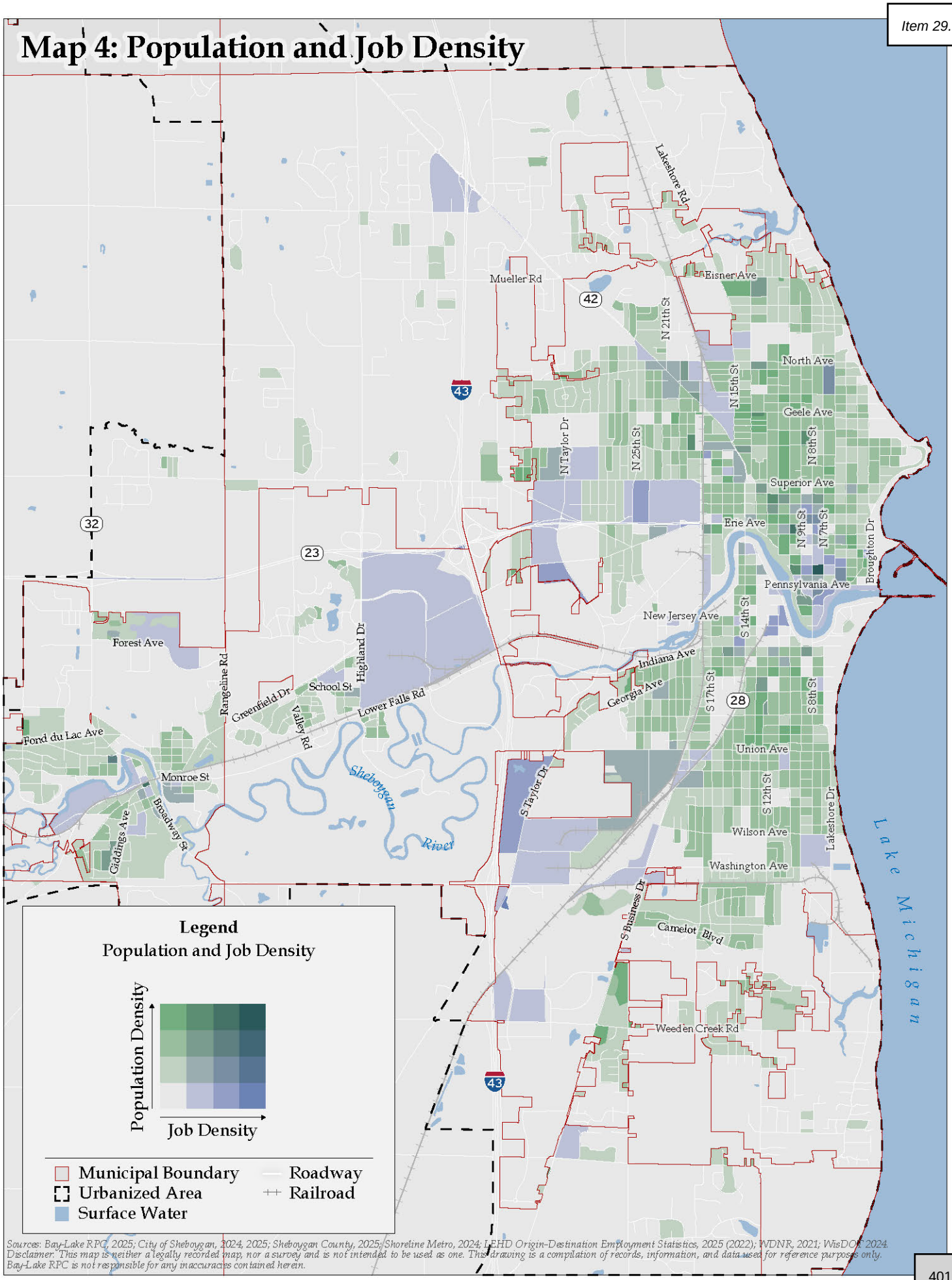
Combined Population and Job Density

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

Map 4: Population and Job Density



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

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

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

Population Between the Ages of 15-19

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

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

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

Population Between the Ages of 20-24

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

Elderly Population (Ages 65 and Over)

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

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

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

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

Mobility Impaired Population

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

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

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

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

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

Zero Vehicle Households

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

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

Single Parent Households

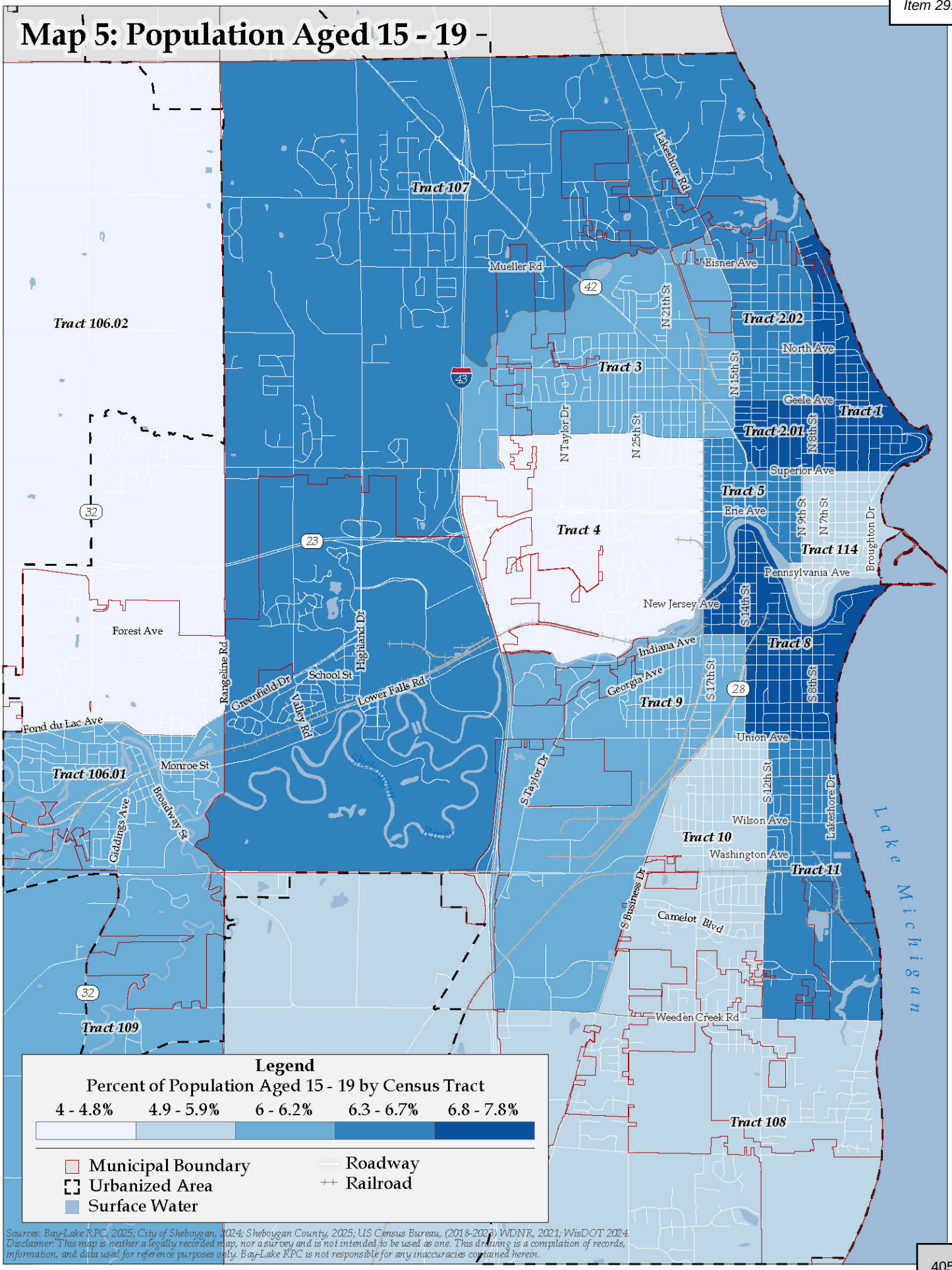
Children in single parent households may rely on public transportation to get to and from school, sports, or other activities while their parent is working. Single-parent households are primarily concentrated in the Cities of Sheboygan and Sheboygan Falls (Map 11), both of which are adequately served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

Population Commuting by Bus

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

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

Map 5: Population Aged 15 - 19 -



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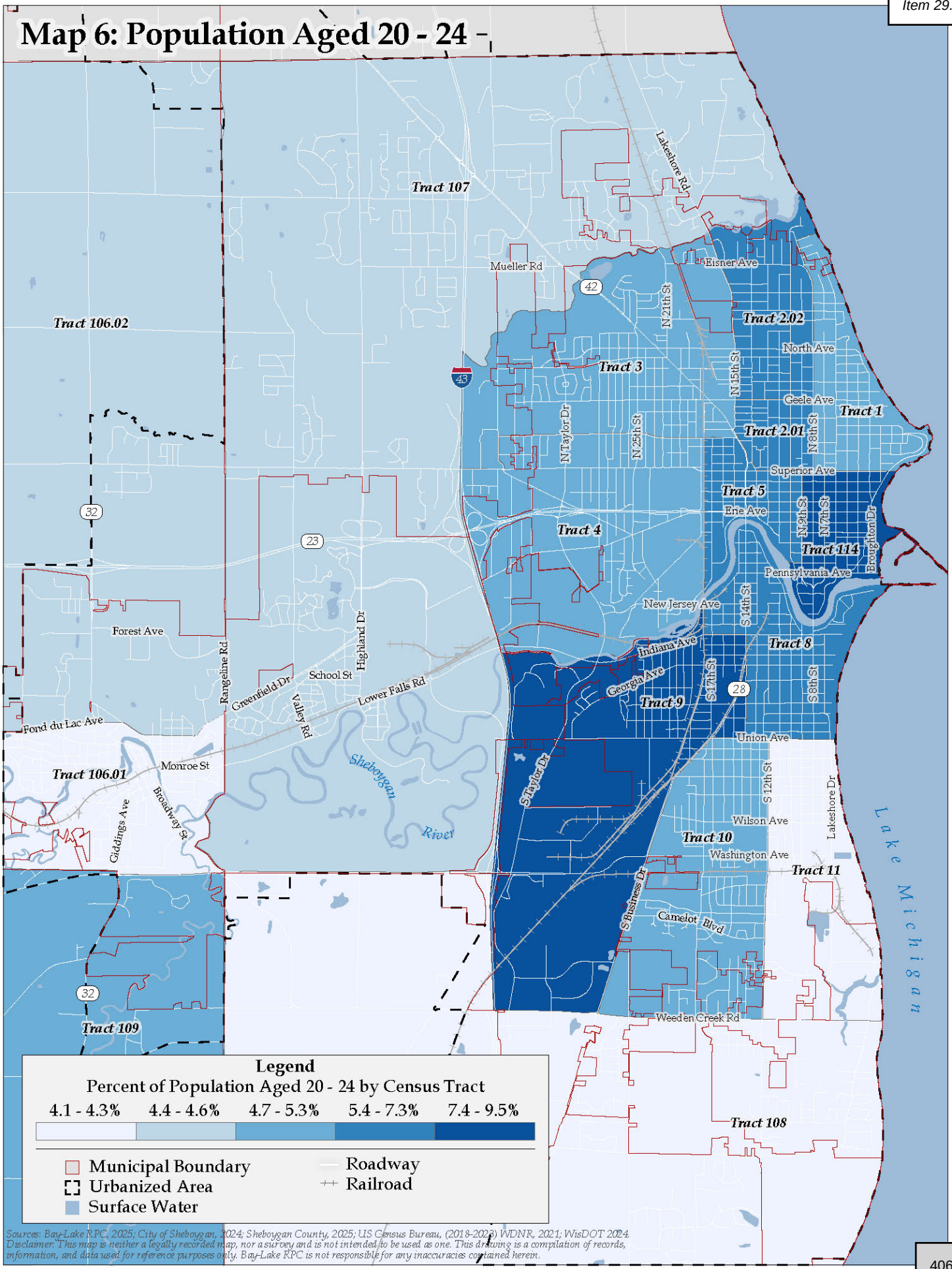
Map 6: Population Aged 20 - 24 -



Sources: Bay-Lake RPC, 2025; City of Sheboygan, 2024; Sheboygan County, 2025; US Census Bureau, (2018-2023) WDNR, 2021; WisDOT 2024.
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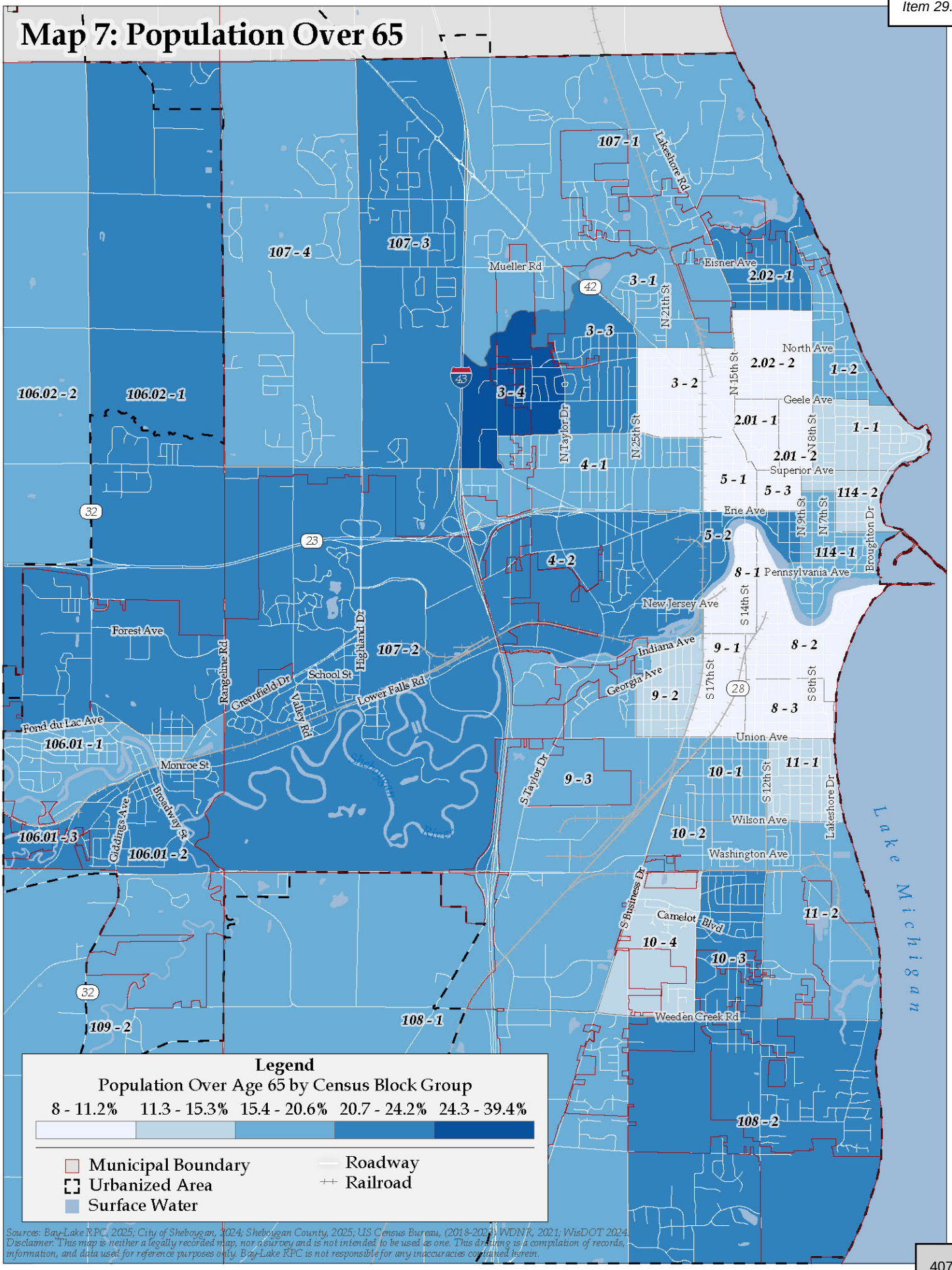
Map 7: Population Over 65



Sources: Bay-Lake RPC, 2025; City of Sheboygan, 2024; Sheboygan County, 2025; US Census Bureau, (2018-2023); WDNR, 2021; WisDOT 2024.
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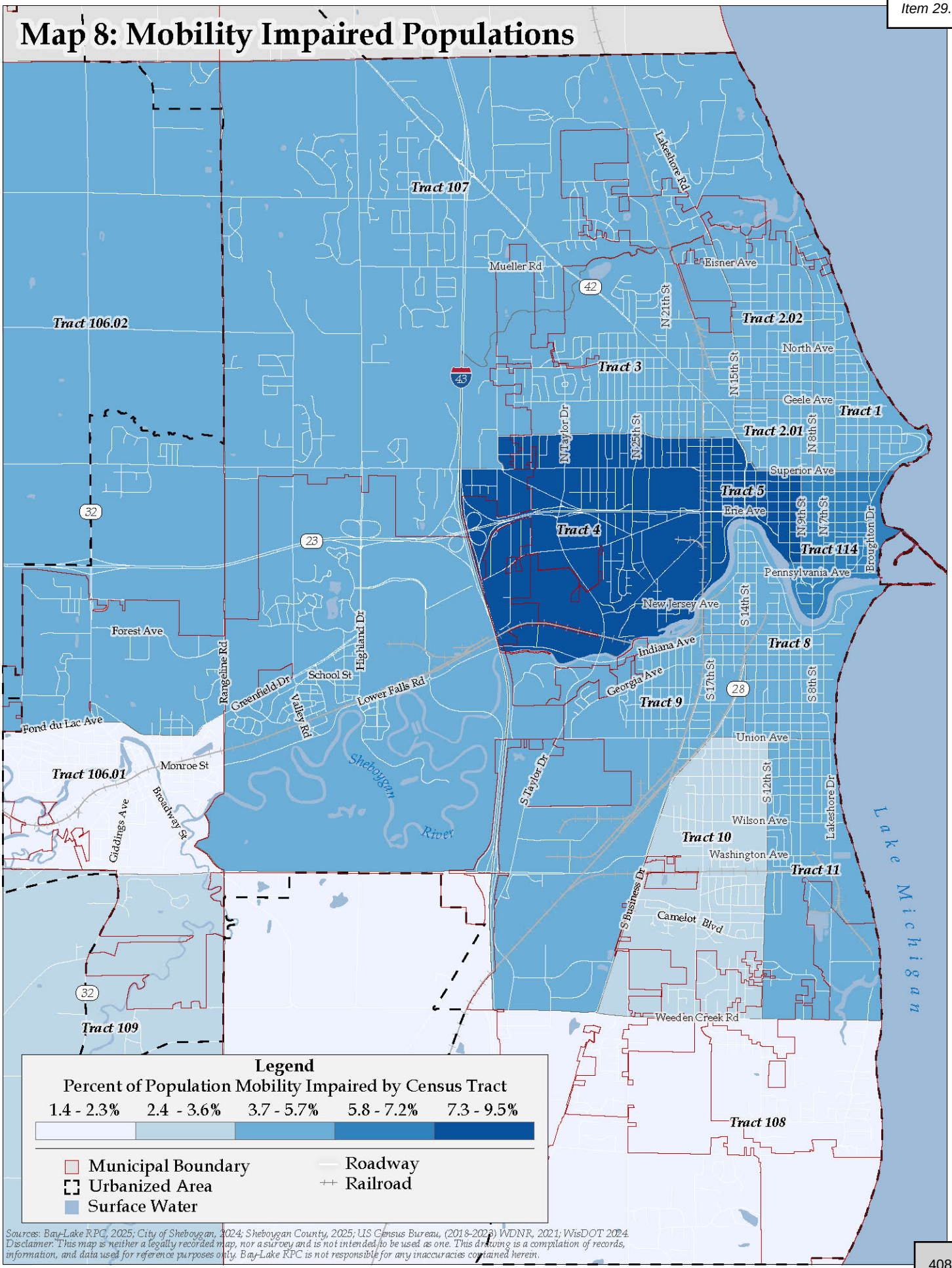
Map 8: Mobility Impaired Populations



Sources: Bay-Lake RPC, 2025; City of Sheboygan, 2024; Sheboygan County, 2025; US Census Bureau, (2018-2022) WDNR, 2021; WisDOT 2024
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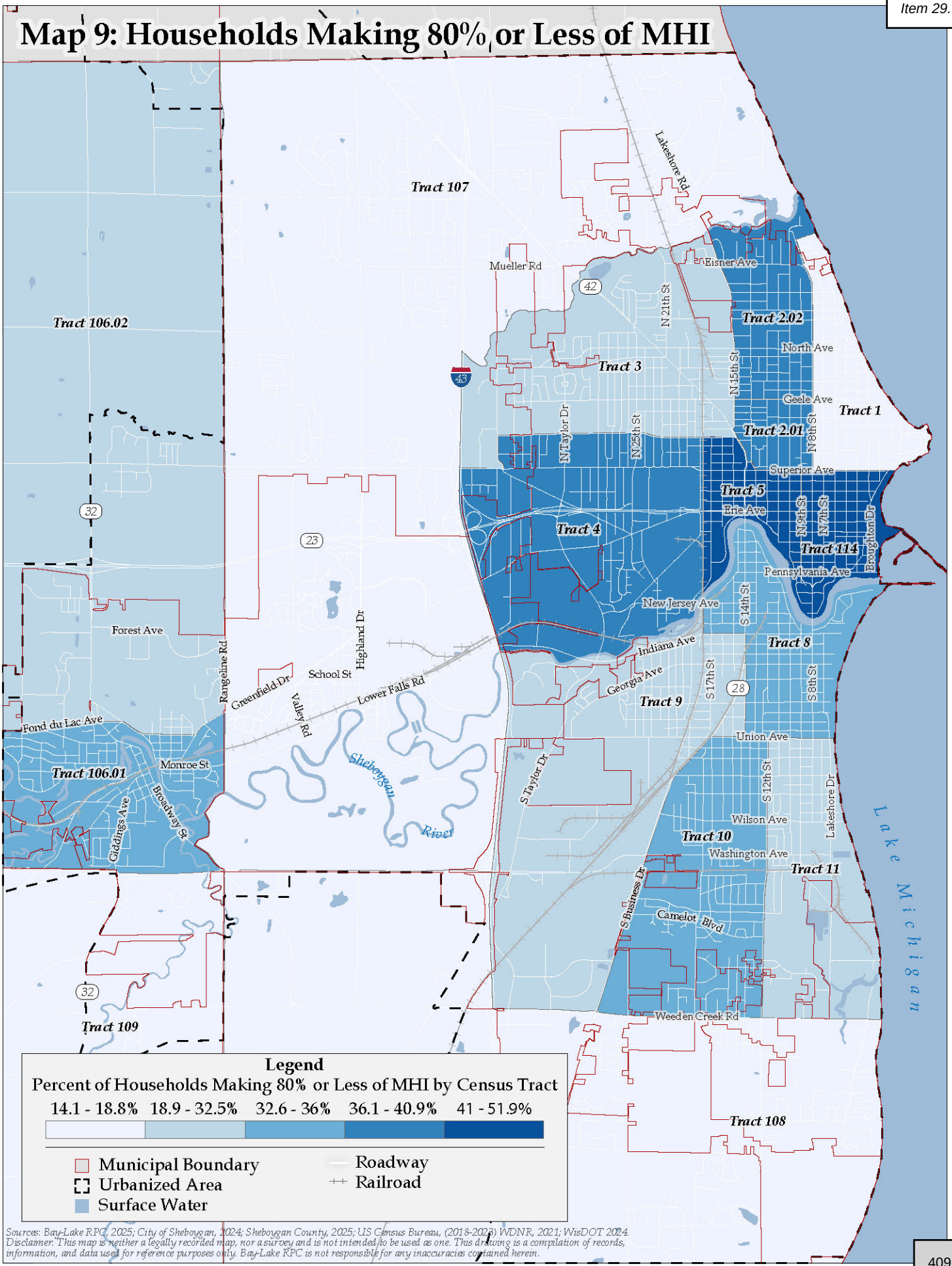
Map 9: Households Making 80% or Less of MHI



Legend

Percent of Households Making 80% or Less of MHI by Census Tract

14.1 - 18.8%	18.9 - 32.5%	32.6 - 36%	36.1 - 40.9%	41 - 51.9%

- Municipal Boundary
- Urbanized Area
- Surface Water
- Roadway
- Railroad

Sources: Bay-Lake RPC, 2025; City of Sheboygan, 2024; Sheboygan County, 2025; US Census Bureau, (2018-2023) WDNR, 2021; WisDOT 2024.
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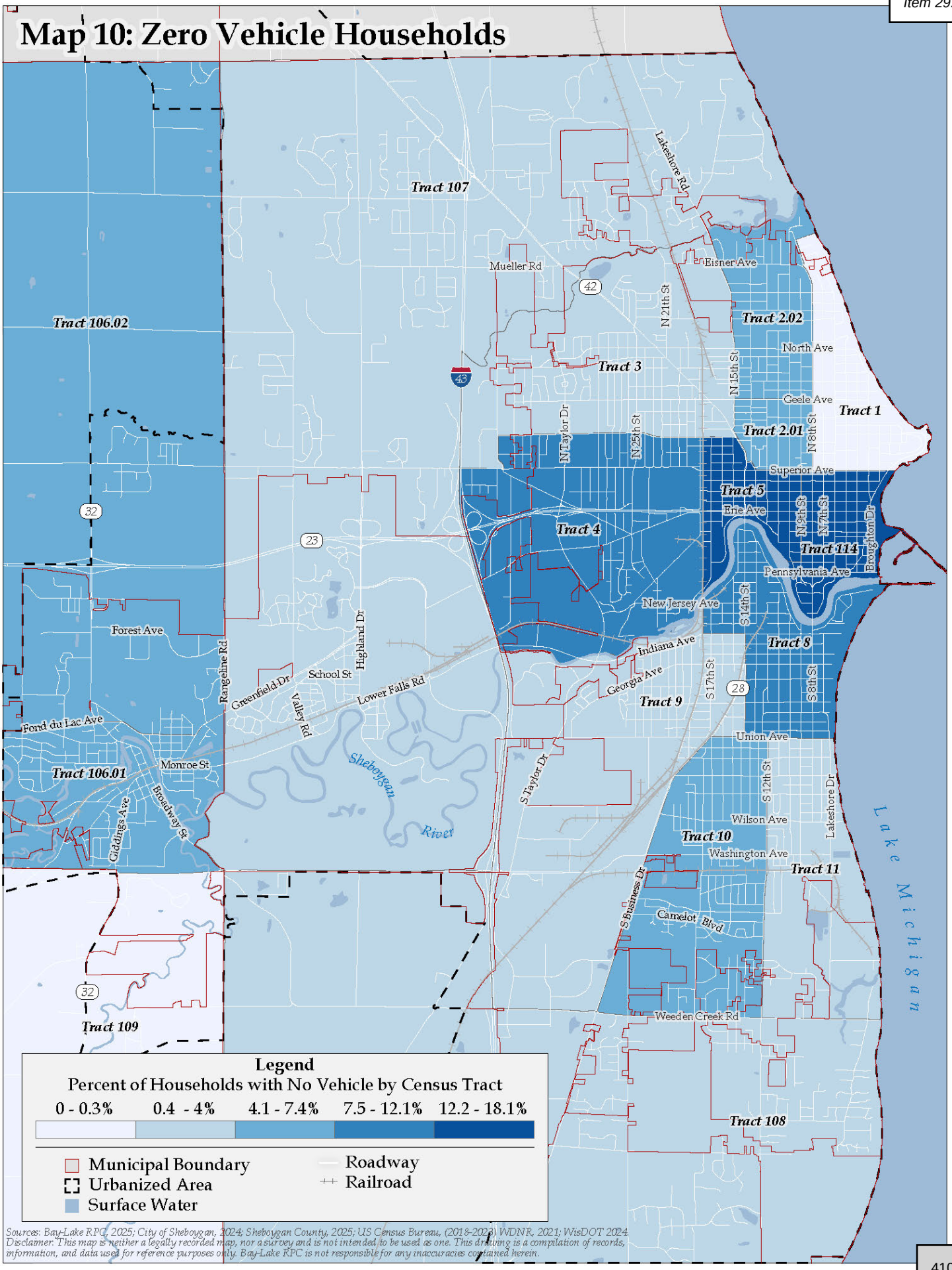
Map 10: Zero Vehicle Households



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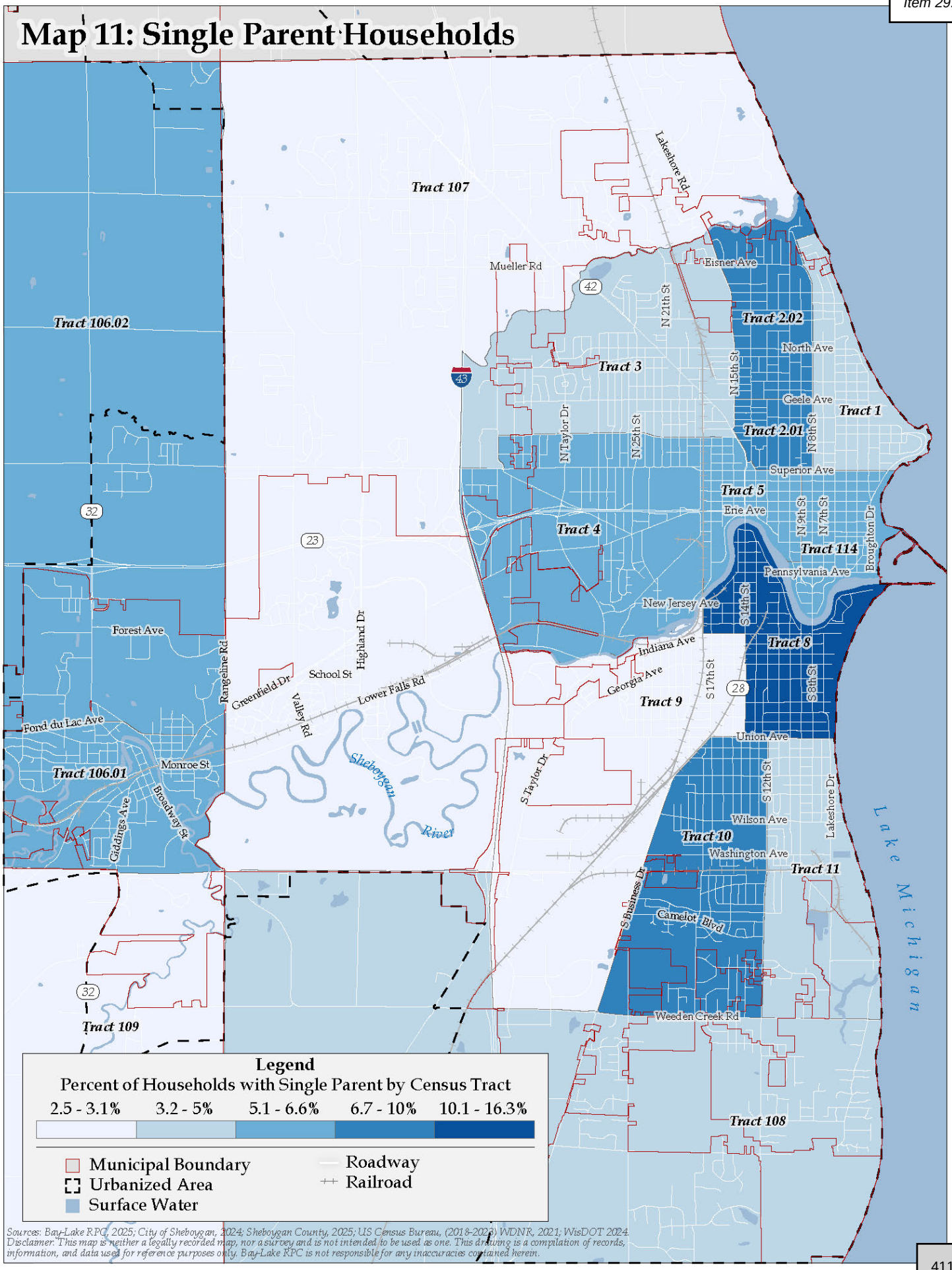
Map 11: Single Parent Households



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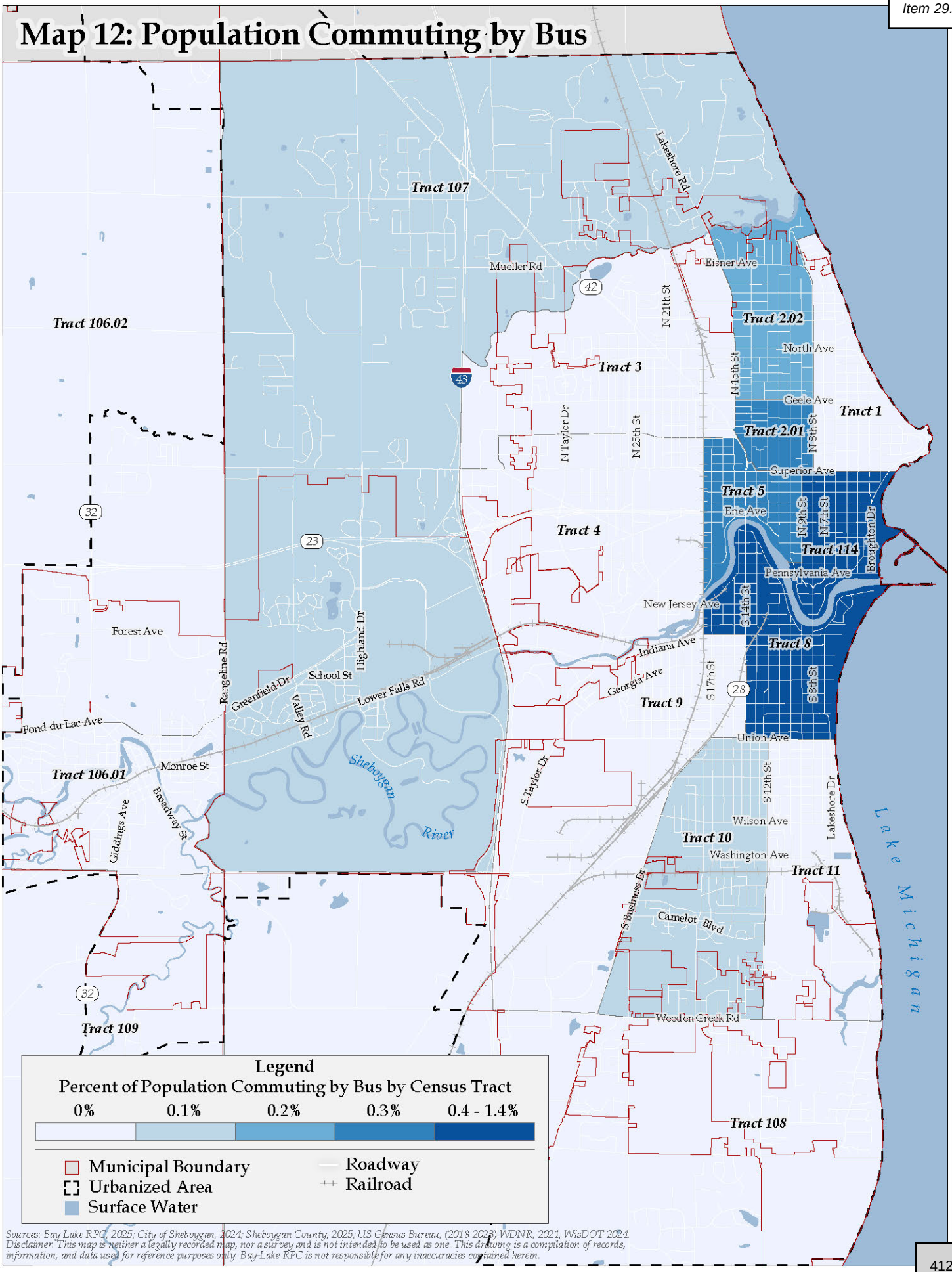
Map 12: Population Commuting by Bus



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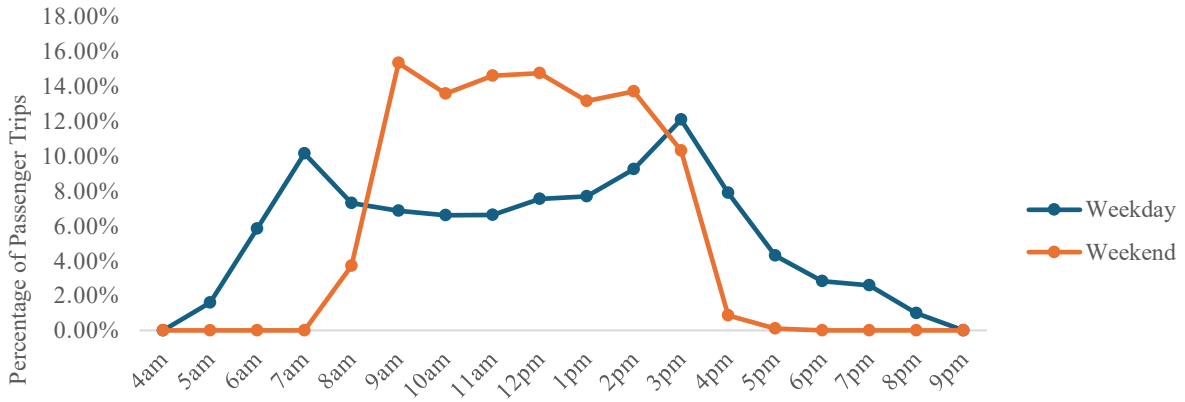
System-Wide Review

Ridership by Time of Day

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

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



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

Ridership by Bus Stop

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

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

Average Daily Boardings by Bus Stop

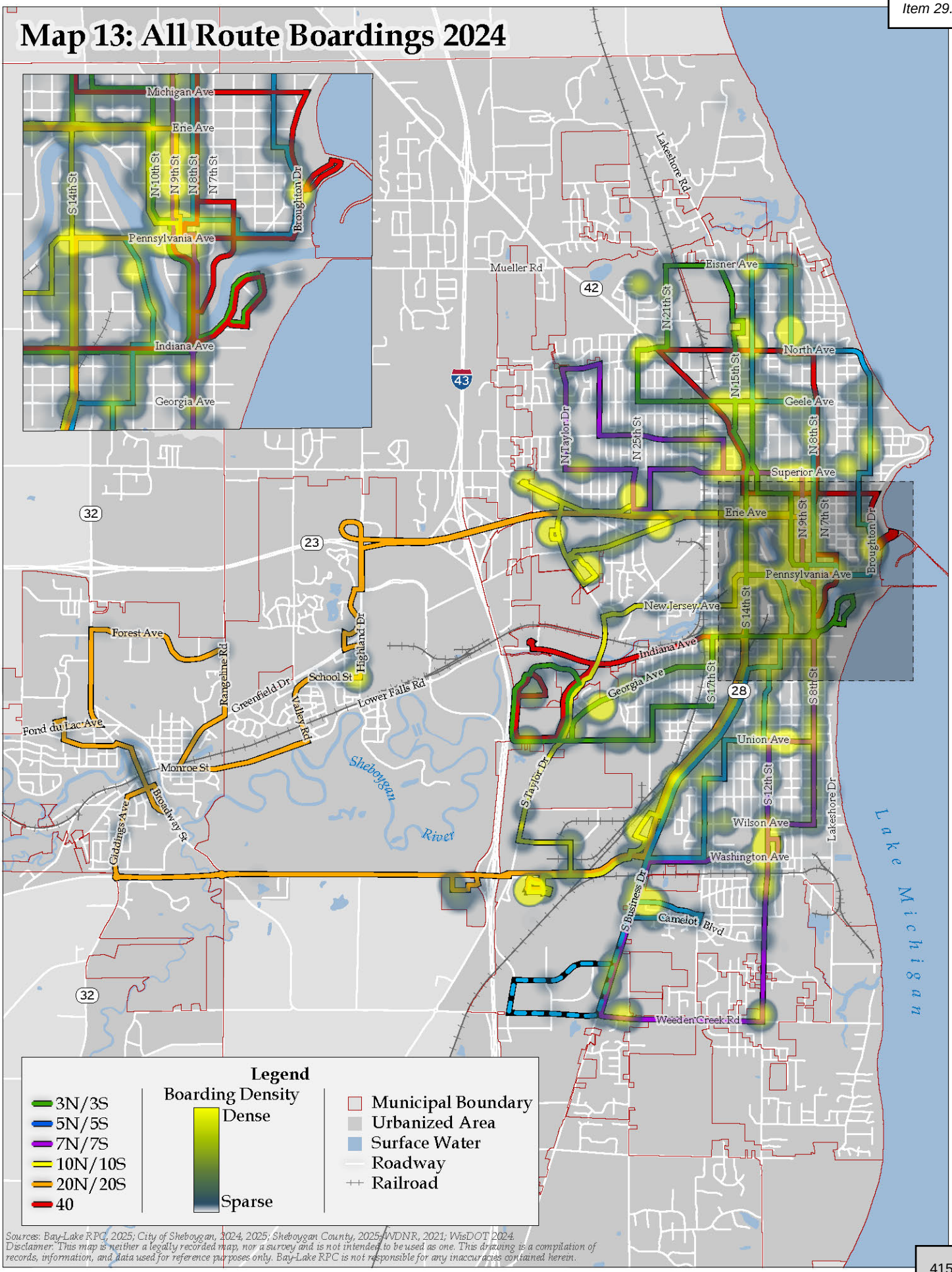
The highest boarding densities occur primarily in and around the City of Sheboygan's urban core. This area is supported by multiple routes operating along Pennsylvania Avenue, as well as North 10th, 9th, and 8th Streets. The presence of the transfer center, combined with numerous small businesses and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

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

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

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

Map 13: All Route Boardings 2024



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Average Daily Alightings by Bus Stop

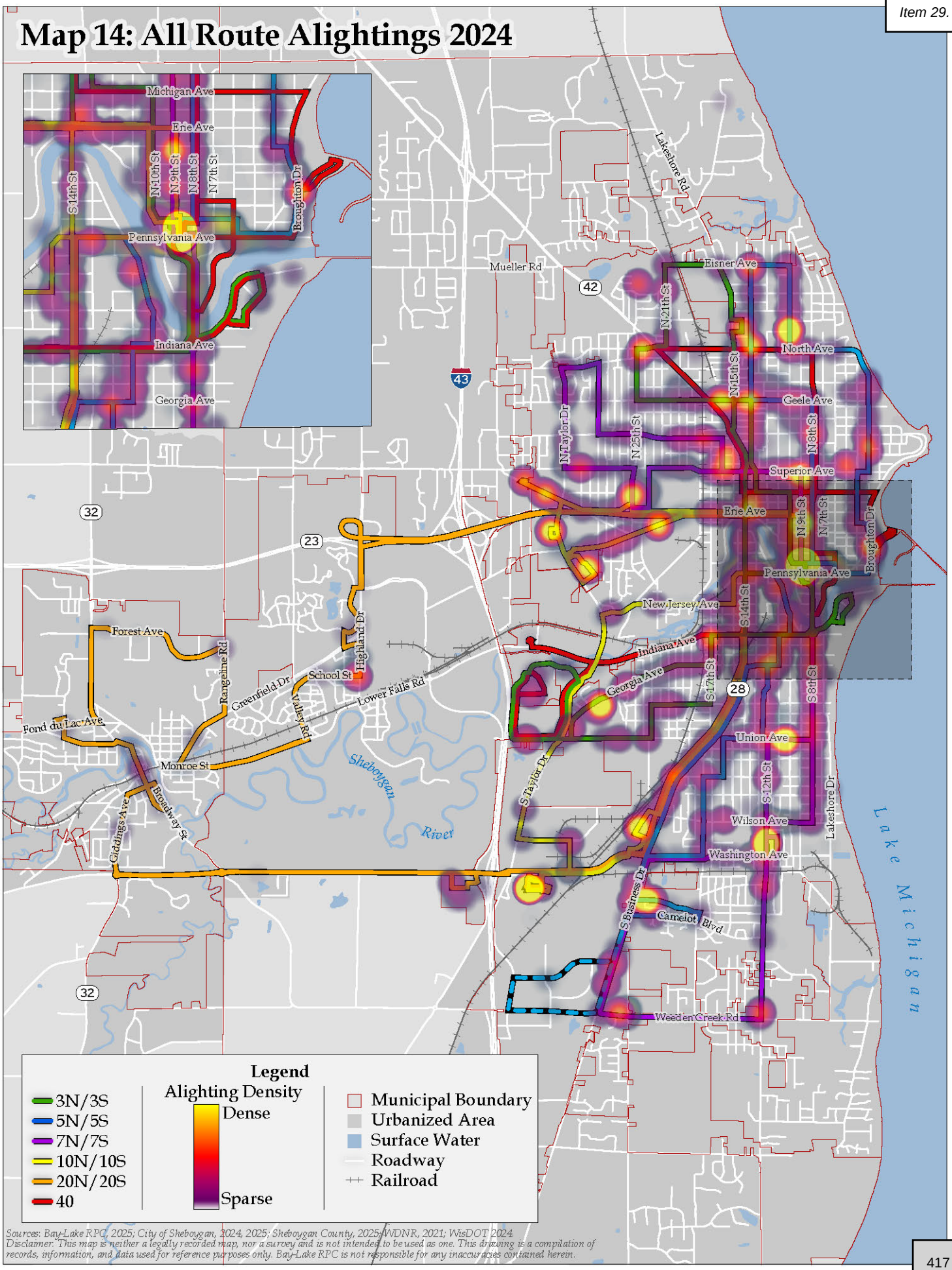
The alighting density map complements the boarding analysis by identifying key destination areas within the transit system. While alighting patterns generally align with boarding activity within the City of Sheboygan's urban core, alighting densities are more spatially concentrated, reflecting the location of major employment, medical, educational, and commercial destinations.

Compared to the more dispersed boarding patterns observed across residential areas, alighting activity is clustered along primary corridors and within the downtown area, particularly along Pennsylvania Avenue, Erie Avenue, Superior Avenue, and North Avenue. This concentration indicates that riders from multiple neighborhoods converge at a limited number of high-demand destinations.

Along Routes 3, 5, 7, and 10, alighting activity is notably concentrated near major trip generators, while boarding activity is distributed more evenly along these corridors. Outside the City of Sheboygan, alighting activity remains limited and destination-focused, with notable concentrations near Kohler Co. and the City of Sheboygan Falls' downtown area.

These patterns confirm a centralized ridership core and highlight the importance of prioritizing stop amenities, pedestrian access, and service reliability at high-alighting locations.

Map 14: All Route Alightings 2024



Sources: Bay-Lake RPC, 2025; City of Sheboygan, 2024, 2025; Sheboygan County, 2025; WDNR, 2021; WisDOT 2024.
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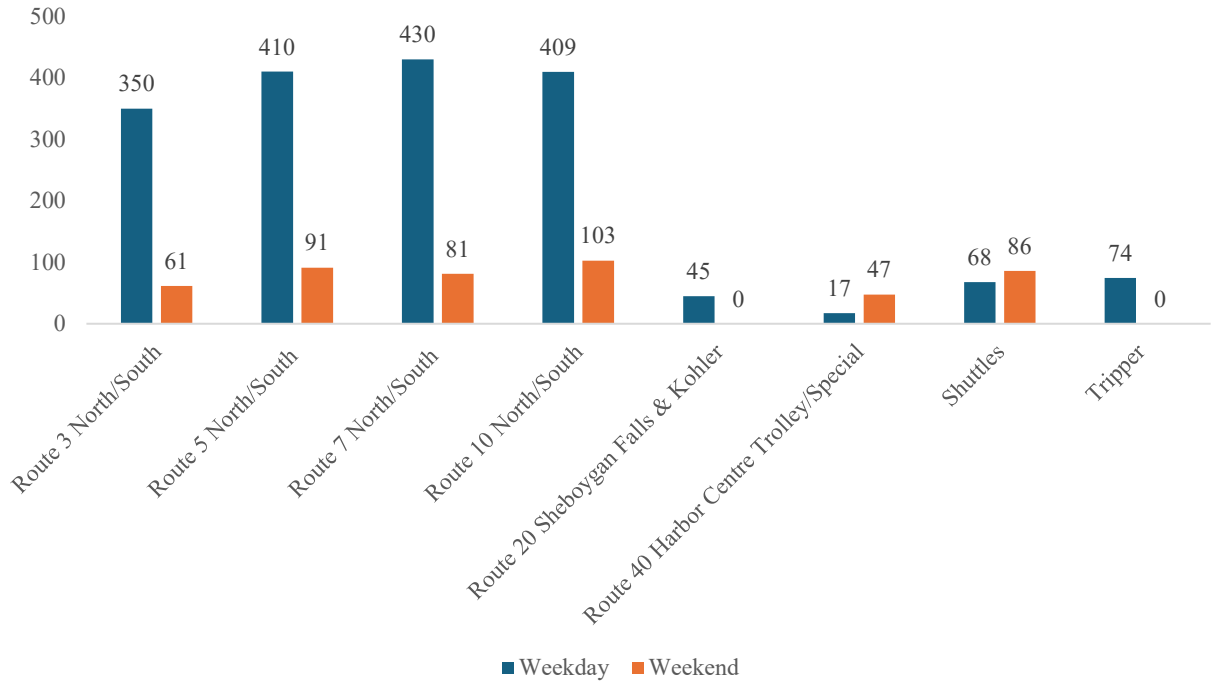
Route Review

Daily ridership across Shoreline Metro varies greatly by route. As seen in Figure 8, Routes 7, 5, and 10 have the highest average daily ridership. Route 7's ridership is primarily driven by those who access public services such as the Mead Public Library and multiple health centers including the Aurora Sheboygan Clinic and St. Nicholas Hospital.

Route 10's ridership can be attributed to the popular retail stops on the south side of Sheboygan including the Piggly Wiggly, Goodwill, and Walmart. Along with social services including the Sheboygan County Job Center.

Route 5's ridership centers mainly around service to the YMCA and Uptown Social (Senior Center). Other popular destinations along this route include the Southtown Mall and Indian Meadows Mobile Home Park.

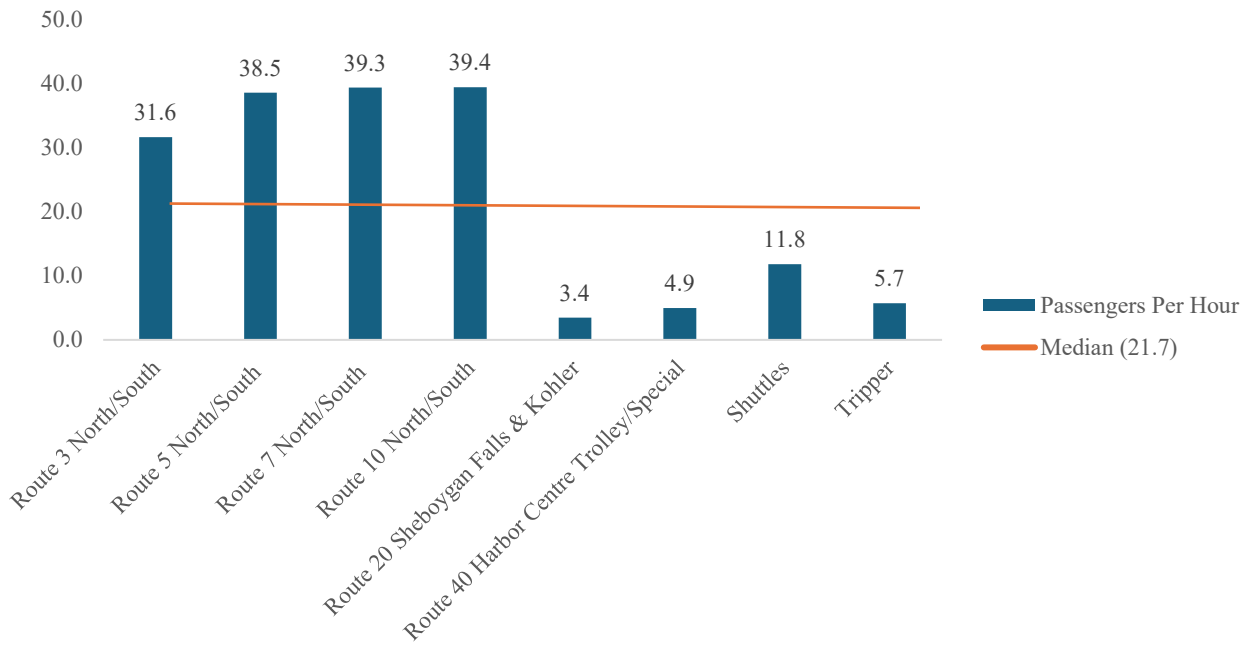
Figure 8. Average Daily Ridership by Route by Day of Week, 2024



Source: Shoreline Metro, 2024; Bay-Lake Regional Planning Commission, 2025

Unlike ridership alone, measures of productivity calculated as passenger trips per revenue hour, account for differences in service levels across routes. Routes 3, 5, 7, and 10 have the highest productivity by a significant margin. Routes 20, 40, Shuttles, and Trippers each fall below the median productivity of 21.7 passengers per revenue hour.

Figure 9. Productivity by Route, 2024



Source: Shoreline Metro, 2024; Bay-Lake Regional Planning Commission, 2025

Ridership Trends

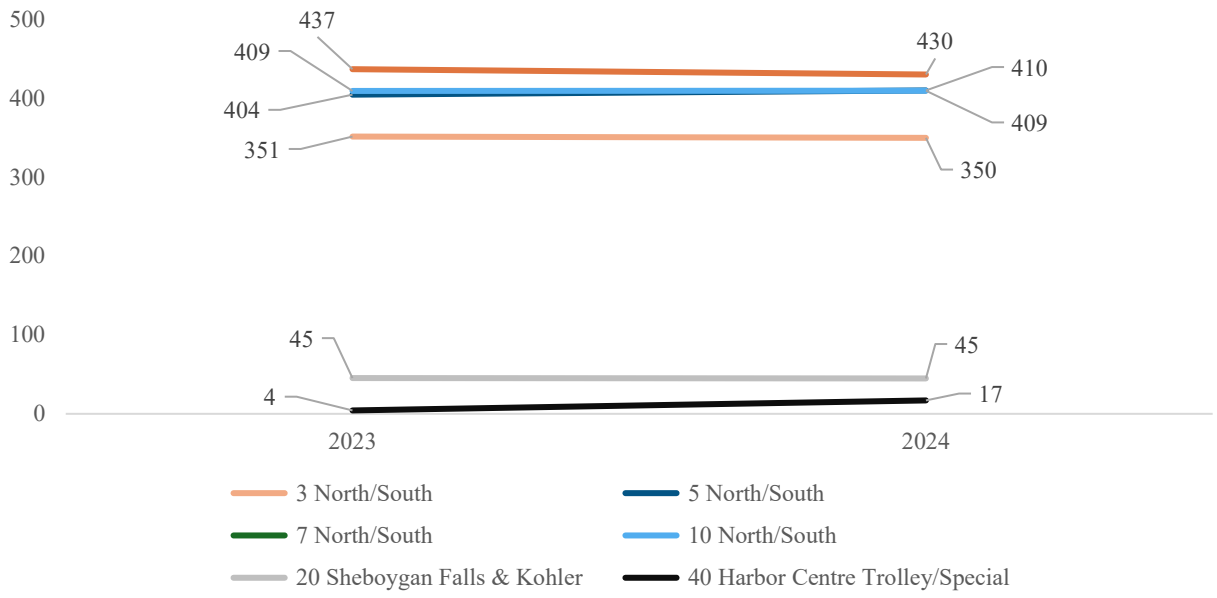
Weekday ridership across the system remained generally stable between 2023 and 2024, with modest shifts by route. The highest-ridership services, Routes 5, 7, and 10 continued to carry most weekday passengers, each averaging roughly 400 riders per day in both years. Route 7 experienced a slight decline, while Routes 5 and 10 remained essentially flat, indicating consistent demand on the system's core corridors.

Route 3 showed a small decrease in weekday ridership over the period, though overall usage remained steady relative to other primary routes. In contrast, lower-ridership services experienced minor growth. Route 20 (Sheboygan Falls & Kohler) maintained low but stable ridership, while Route 40 (Harbor Centre Trolley/Special) saw a noticeable increase, though absolute ridership levels remained comparatively small.

Saturday ridership increased across most routes between 2023 and 2024, indicating strengthening weekend demand. Route 10 continued to carry the highest Saturday ridership and experienced modest growth over the period. Routes 5 and 7 also saw increases, reinforcing their role as key weekend services serving major activity centers.

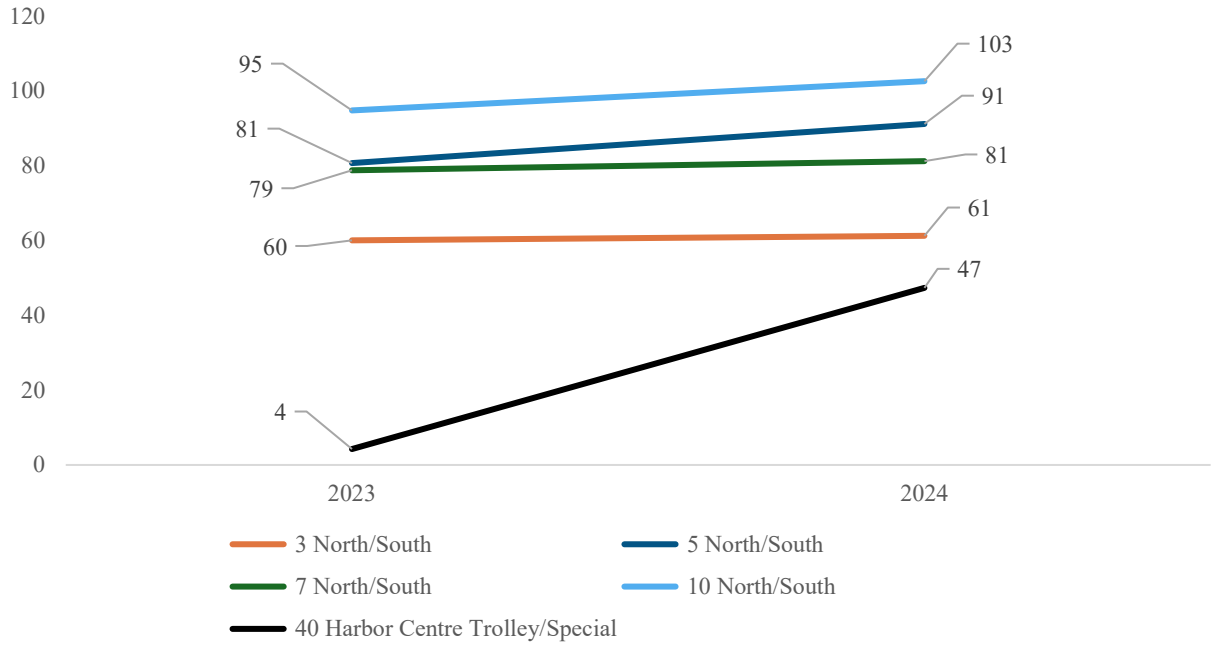
Route 3 showed relatively stable ridership with little change year over year, suggesting consistent but limited Saturday demand. The most notable change occurred on Route 40 (Harbor Centre Trolley/Special), which experienced substantial growth from a very low base, reflecting increased utilization or expanded awareness of the service.

Figure 10. Weekday Ridership by Route, 2023-2024



Source: Shoreline Metro, 2023-2024; Bay-Lake Regional Planning Commission, 2025

Figure 11. Saturday Ridership by Route, 2023-2024



Source: Shoreline Metro, 2023-2024; Bay-Lake Regional Planning Commission, 2025

Peer Performance Analysis

A useful way to measure the productivity of a transit operation is to compare it to transit operations in other cities. Although few transit operations are directly comparable, there are transit operations serving small, urbanized areas with similar densities and other demographic characteristics to the Shoreline Metro service area (Sheboygan) which are useful to analyze for comparative purposes. Five other small, urbanized transit operations were selected for use in comparison. Three of the transit operations are in Wisconsin, one in neighboring Iowa, and one in Indiana. All the transit operations are of similar size. The transit operations are in Wausau, Janesville and La Crosse, Wisconsin, Dubuque, Iowa, and Kokomo, Indiana. Data for comparison were published in the "agency profiles" section of the National Transit Database (NTD) for 2022 and 2023, published by the Federal Transit Administration (FTA).

Four measures were selected for comparison of these systems. These are cost and productivity measures which are widely accepted in the public transit industry. These measures include passengers per revenue hour; passengers per revenue mile; cost per revenue hour; and cost per passenger trip.

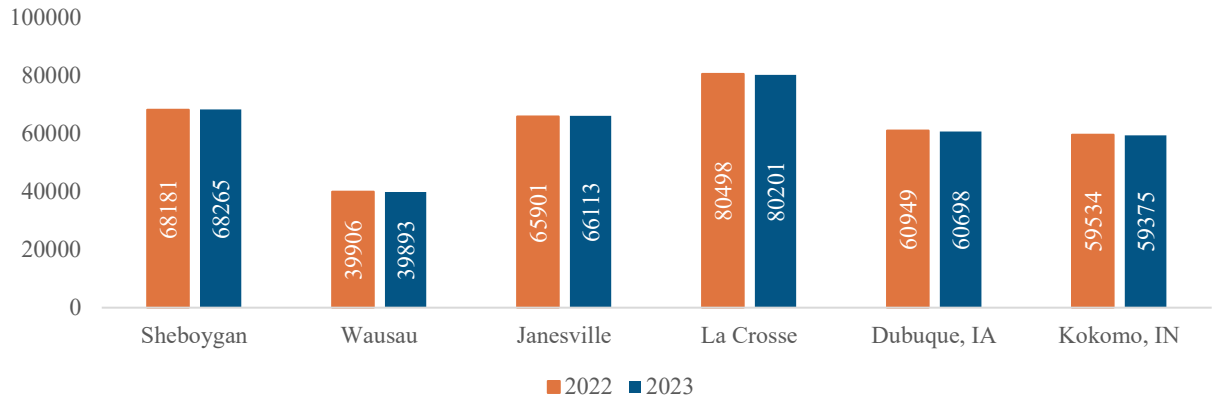
Please note that this peer system analysis only includes the fixed-route transit component at each transit operation and typically does not include paratransit services.

Population of Transit Service Area

Figure 12 displays the populations served by each transit system in 2022 and 2023. Shoreline Metro's service area consisted of 68,181 individuals in 2022. This put Shoreline Metro ahead of Janesville's and behind La Crosse's transit systems. Janesville and La Crosse served 65,901 and 80,498 individuals, respectively.

Shoreline Metro's service area increased by 84 individuals between 2022 and 2023. This made Shoreline Metro one of two transit systems in comparison to see population growth during this period, the other being Janesville. With a percentage change of 0.12%, Shoreline Metro's growth was slightly less than Janesville's, which saw a 0.32% increase. La Crosse experienced the largest decrease in population, losing 297 individuals.

Figure 12. Population Served by Transit System, 2022-2023



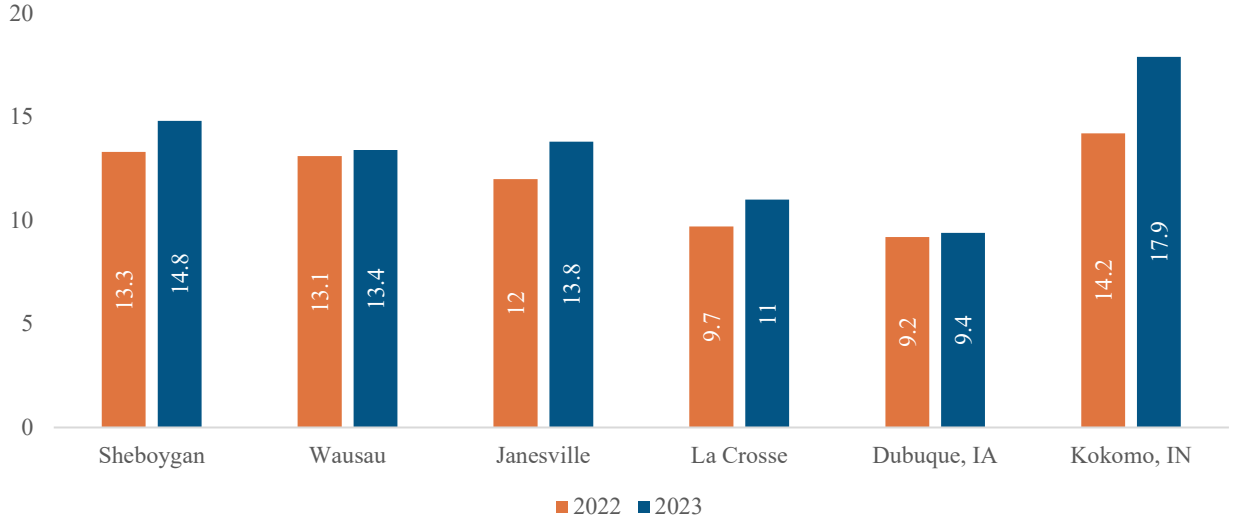
Source: National Transit Database, 2022-2023; Bay-Lake Regional Planning Commission, 2025

Passengers per Revenue Hour

Figure 13 shows productivity in terms of passengers per revenue hour. Shoreline Metro, at 13.3 passengers per revenue hour, was the second highest of the six transit systems in the comparison in 2022, only behind Kokomo. Shoreline Metro's utilization performed the highest of the four transit systems in Wisconsin.

Utilization of Shoreline Metro increased to 14.8 passengers per revenue hour in 2023, an increase of 11.28%. This increase put Shoreline Metro at the fourth highest increase of the peer systems. Kokomo (26.1%), Janesville (15%), and La Crosse (13.4%) saw higher growth in comparison, while Wausau (2.3%) and Dubuque (2.17%) experienced lower growth.

Figure 13. Passengers Per Revenue Hour, 2022-2023



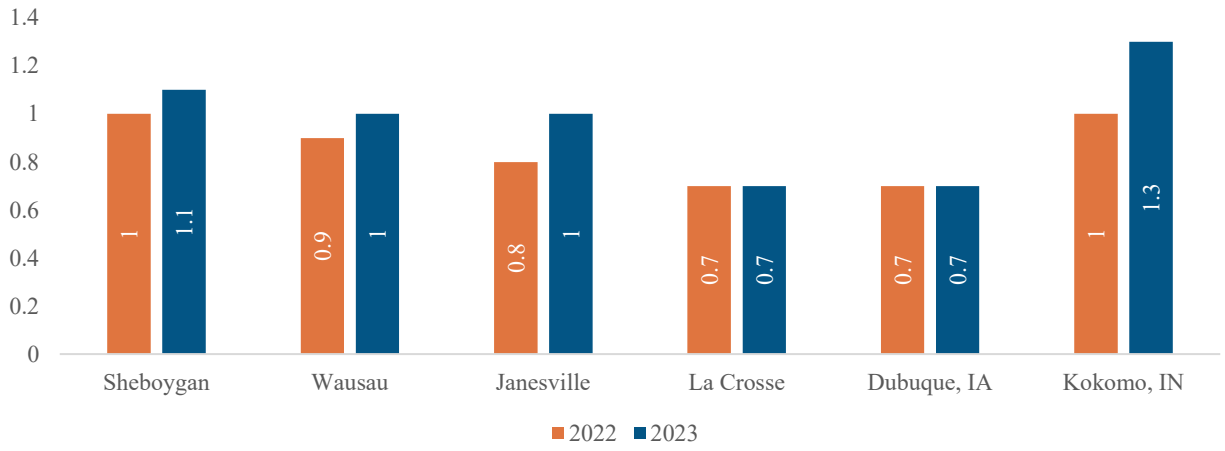
Source: National Transit Database, 2022-2023; Bay-Lake Regional Planning Commission, 2025

Passengers per Revenue Mile

The number of passengers per revenue mile is shown in Figure 14. Shoreline Metro, at one passenger per revenue mile, was tied for first with Kokomo in the comparison for 2022. Wausau followed closely behind at 0.9 passengers per revenue mile, with Janesville (0.8), La Crosse (0.7), and Dubuque (0.7) rounding out the rest of the peer systems.

In 2023, Shoreline Metro's utilization increased to 1.1, a percentage change of 10%. This increase placed Shoreline Metro at the fourth highest increase of the comparison behind Kokomo (30%), Janesville (25%), and Wausau (11.11%). La Crosse and Dubuque's transit systems did not undergo any growth during this period.

Figure 14. Passengers per Revenue Mile, 2022-2023



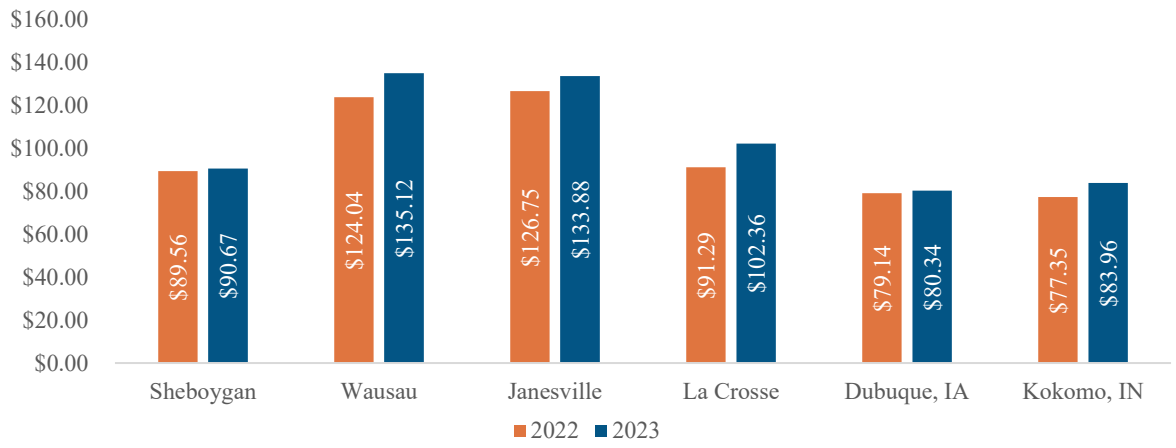
Source: National Transit Database, 2022-2023; Bay-Lake Regional Planning Commission, 2025

Cost per Revenue Hour

The cost per revenue hour reflecting vehicle operating costs is depicted for the various transit systems in Figure 15. At $89.56, Shoreline Metro recorded the third lowest cost per revenue hour in the peer analysis in 2022. However, when comparing the transit systems in Wisconsin, Shoreline Metro performed the best in this metric.

Shoreline Metro underwent a 1.24% increase in cost per revenue hour in 2023, jumping to $90.67. Fortunately, this increase was the smallest of comparison, keeping Shoreline Metro with the third lowest cost per revenue hour.

Figure 15. Cost per Revenue Hour, 2022-2023



Source: National Transit Database, 2022-2023; Bay-Lake Regional Planning Commission, 2025

Cost per Passenger Trip

The cost per passenger trip is compared in Figure 16. Shoreline metro recorded the second lowest cost per passenger trip at $6.67 in 2022, trailing only Kokomo ($5.45). Shoreline Metro's cost per passenger trip was moderately lower than the other transit systems in Wisconsin during 2022.

The cost per passenger trip for Shoreline Metro decreased to $6.13 in 2023. Five of the six transit systems also saw decreases in the cost per passenger trip during this period. Shoreline metro posted the second largest decrease at 8.1%, trailing only Kokomo's transit system which had a 13.94% decrease.

Figure 16. Cost per Passenger Trip, 2022-2023

Source: National Transit Database, 2022-2023; Bay-Lake Regional Planning Commission, 2025

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Chapter 4: Public Engagement

Public engagement is a fundamental component of the Transit Development Plan, ensuring that the planning process reflects the needs, priorities, and experiences of the communities it serves. Meaningful engagement provides opportunities for residents, transit riders, businesses, community organizations, local governments, and other stakeholders to contribute ideas, identify transportation challenges, and help shape future transit services. Public input was gathered throughout the planning process, including surveys, driver interviews, stakeholder interviews, a pop-up booth at the local farmer's market, and an open house for the draft plan. This chapter describes these efforts in detail and provides an overview of the feedback received.

Community Survey

Surbey conducted in August-October of 2025 provided input on the current conditions and generated ideas for service improvements from current riders and community members through a community survey.

The community survey was distributed to both transit riders and non-riders. The community survey was designed to encourage participation from start to end of the planning process. The survey addressed transit use, travel patterns, their satisfaction with the current service, desired transit improvements, and respondents' interest and willingness to support additional transit services in the community.

The survey was conducted in both online and paper formats. A flyer containing a QR code linking to the online survey was promoted through stakeholders' networks, Shoreline Metro's and City of Sheboygan's websites, and social media. Paper surveys were made available at Sheboygan City Hall.

Findings

A total of 51 responses were received, including two paper responses and 49 online responses. The open-ended responses can be found in Appendix B. Below is a summary of the responses to the community survey's questions.

Transit Use

A majority of respondents (65%) reported using Shoreline Metro Transit (Figure 17). Among those who use the transit system, 18% ride more than 10 times a week, 9% rides 7-10 times a week, and 30% ride 1-2 times week and 3-6 times a week, respectively (Figure 18).

Figure 17. Do You Use Public Transit?

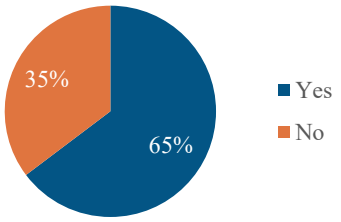
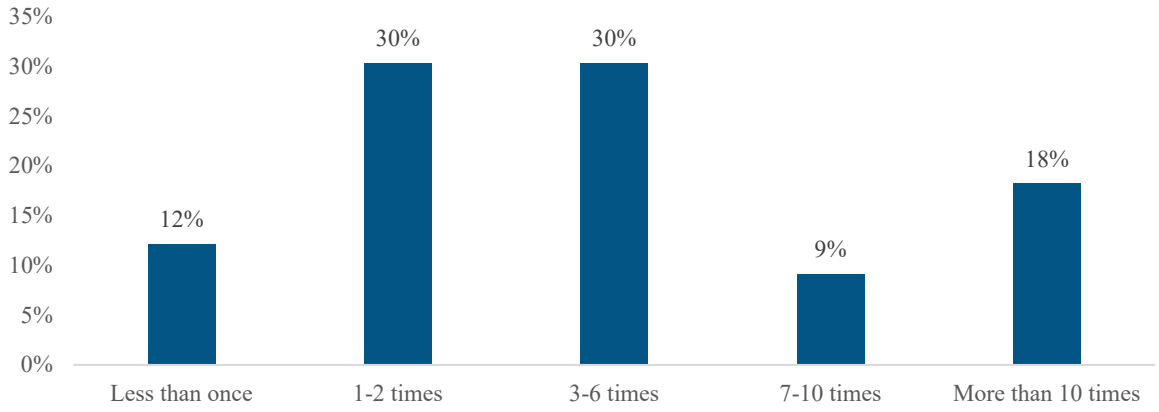
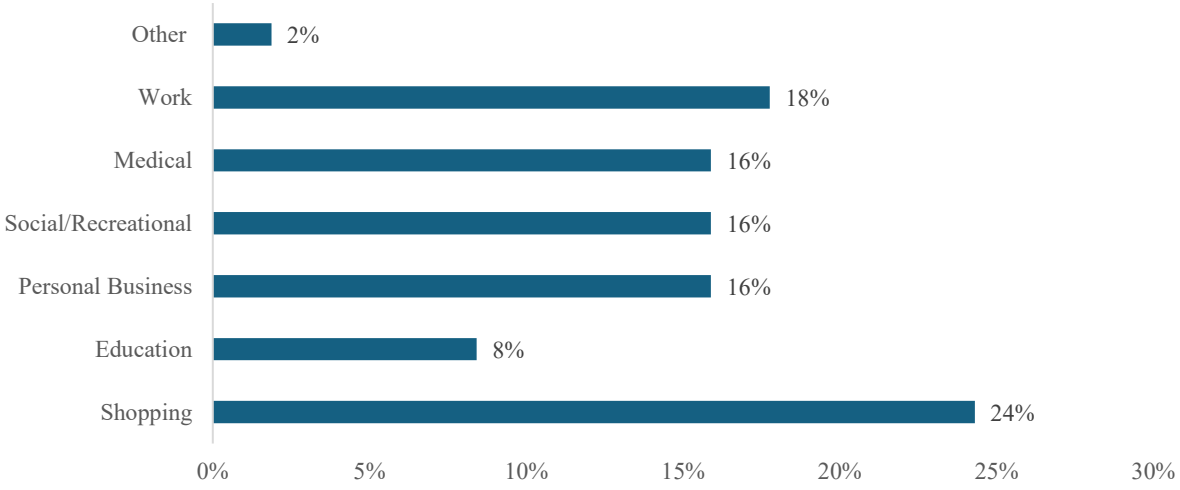


Figure 18. Transit Use per Week



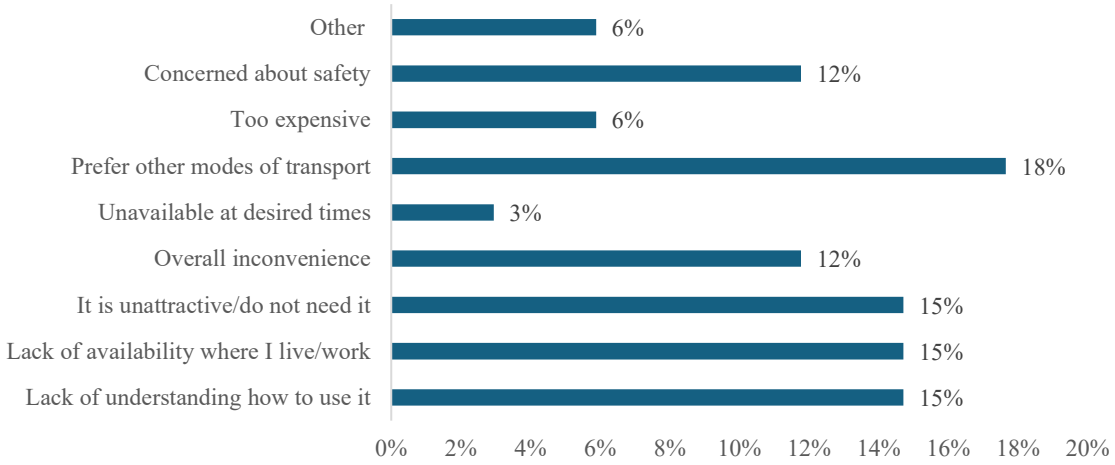
When asked their reason for riding, nearly a quarter of respondents utilize Shoreline Metro for shopping trips. Work trips follow at 18%, while medical, social/recreational, and personal business trips each account for 16% of responses. Education purposes make up 8% and only 2% of respondents selected other reasons. The overall data suggests most transit use is for essential and routine activities, with shopping and work being the primary purposes of the trip.

Figure 19. Reason for Using Transit



For those who do not ride Shoreline Metro (Figure 20), 18% stated they prefer other modes of transportation, while lack of availability, lack of understanding, and not needing it each account for 15% of responses. Overall inconvenience and concerns about safety each account for 12% of responses, and those citing the service being too expensive account for 6% of responses. These responses suggest that those who choose not to ride Shoreline Metro do so because they are likely to have access to a personal vehicle.

Figure 20. Reason for Not Using Transit



Transit and the Community

Respondents were asked whether they agreed or disagreed with statements about the value of public transit to the community. As shown in Figure 21, there is strong community support for public transportation in the Sheboygan area. A large majority of respondents either agree or strongly agree that public transportation contributes positively to the quality of life and the economic health and sustainability of the community. Similarly, most respondents also strongly agree that it is important for the community to provide public transportation. Very few participants expressed disagreement or had no opinion. Overall, the results demonstrate that public transit is viewed as a valuable community asset, both socially and economically.

Figure 21. Community Value of Transit

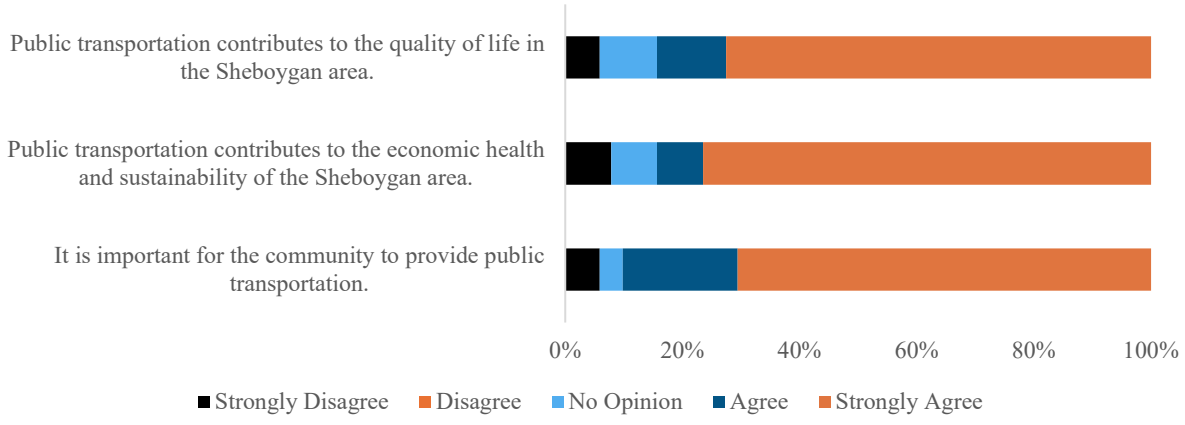
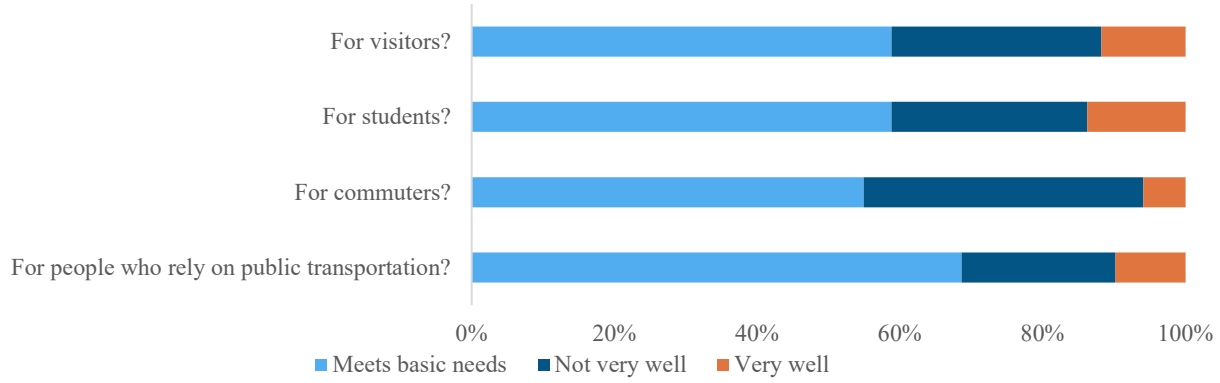


Figure 22 illustrates how respondents perceive the effectiveness of transit service for different user groups. Overall, most respondents indicated that transit meets basic needs across all groups. Satisfaction is highest among visitors, students, and people who rely on public transportation, with the majority believing their needs are adequately met. However, perceptions are less positive for commuters, as a larger portion of respondents felt transit does not meet their needs very well. Only a small percentage across all groups rated the service as meeting needs very well, suggesting there is room for improvement in service quality and accessibility, particularly for commuters.

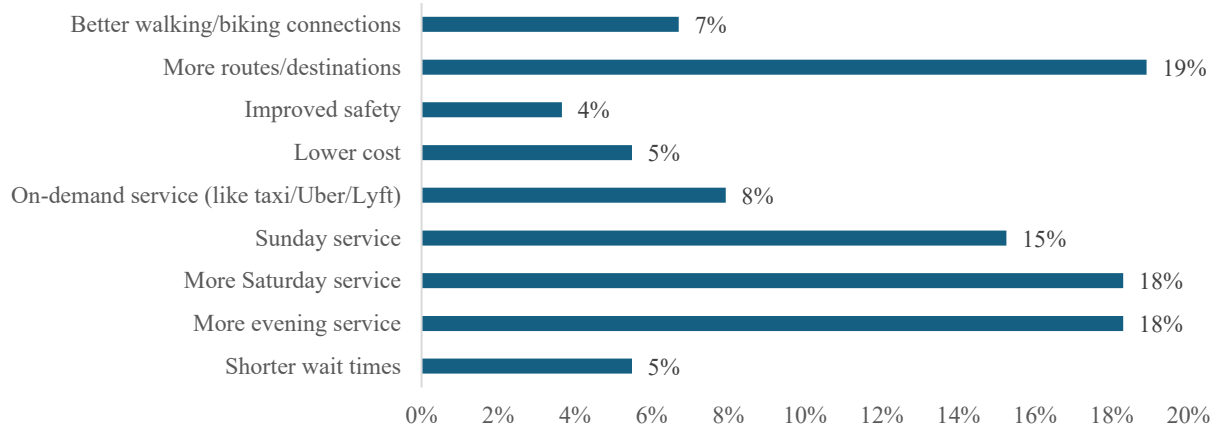
Figure 22. How Well Does Transit Meet Transportation Needs



Improvements

When asked about improvements to the transit system, the most frequently suggested enhancement was the addition of more routes/destinations, cited by 19% of respondents. Expanded Saturday and evening service each accounted for 18% of responses. Adding service on Sundays was cited as the top priority for 15% of respondents, while on-demand service (8%), better walking/biking connections (7%), lower costs (5%), shorter wait times (5%), and improved safety (4%) rounded out the rest of responses. The overall data points towards expansion of service, whether through additional routes or operating hours, as the main areas of improvement.

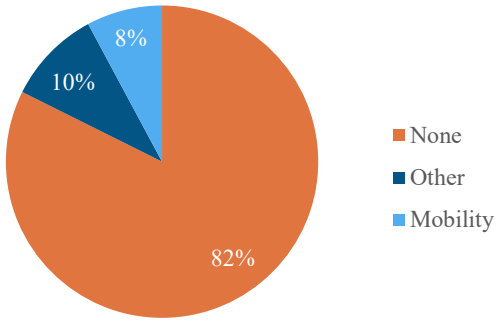
Figure 23. Areas for Improvement



Community Survey Demographics

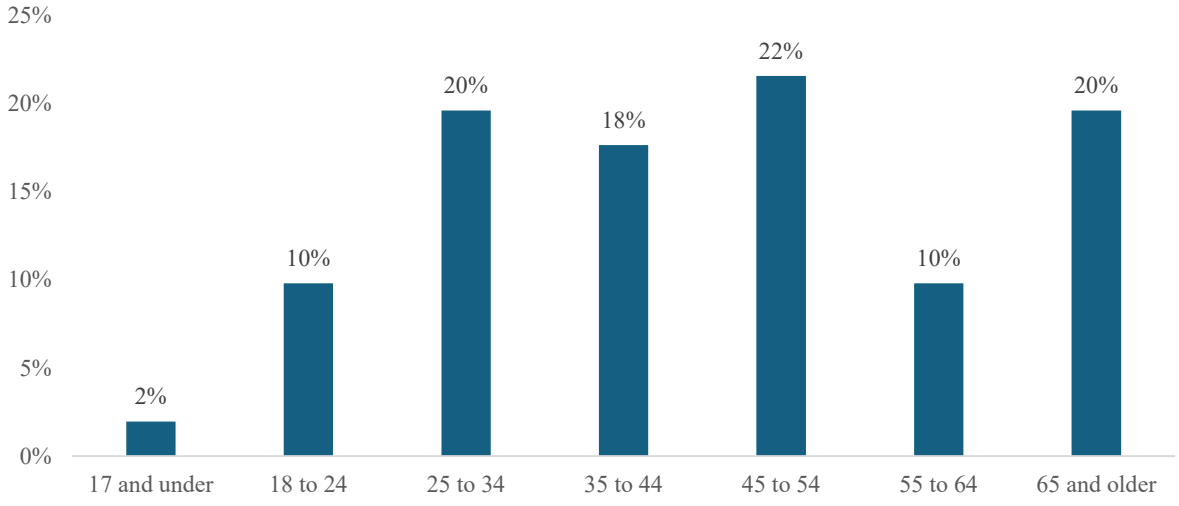
The majority of respondents (82%) do not have any disabilities that impact their ability to use the bus. A small share of respondents (8%) reported having a mobility disability, while 10% reported other disabilities that impact their ability to use the bus.

Figure 24. Disability Status



The survey respondent's age range is fairly distributed from age 25 and older, except lower responses were received from the age range 55 to 64. Responses from young adults (aged 18-24) were also on the lower end. The survey also showed only 2% responses from age group 17 and under, this could be due to lack of willingness of the students to participate in the survey. As mentioned in chapter 1, Shoreline Metro has partnership with Sheboygan Area School District, resulting in a lot of students commuting for free on the buses. The age of respondents by percentage is shown in Figure 25.

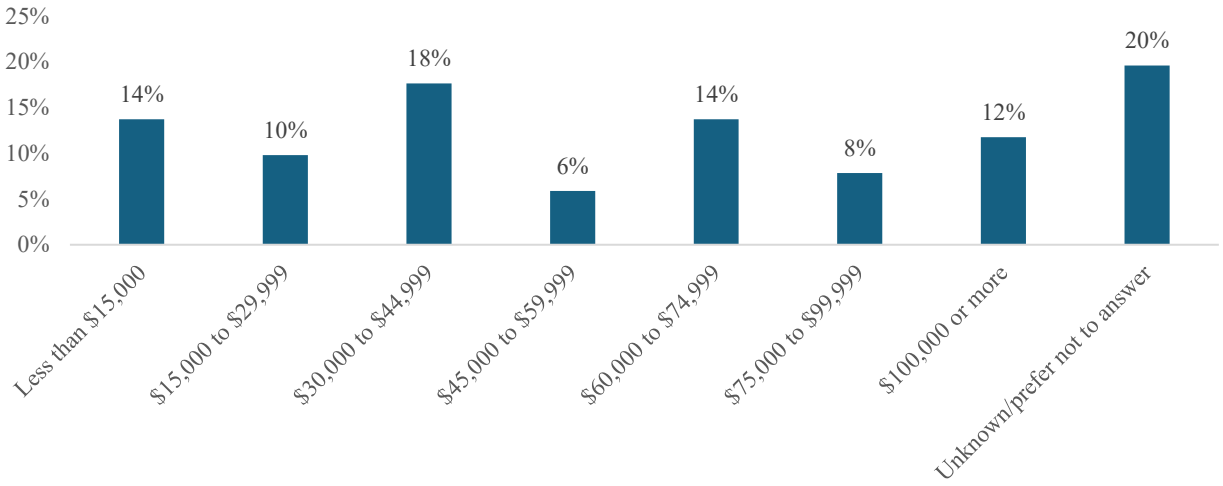
Figure 25. Age of Respondents



The household income of survey respondents was relatively evenly distributed. A total of 20% of respondents preferred not to share their income. Among those who did respond, the income

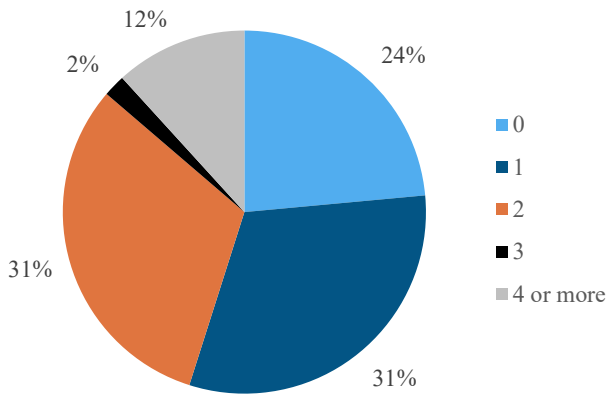
brackets of less than $15,000, $30,000–$44,999, $60,000–$74,999, and $100,000 or more each fell within six percentage points of one another, indicating a balanced representation across different socioeconomic groups.

Figure 26. Household Income of Respondents



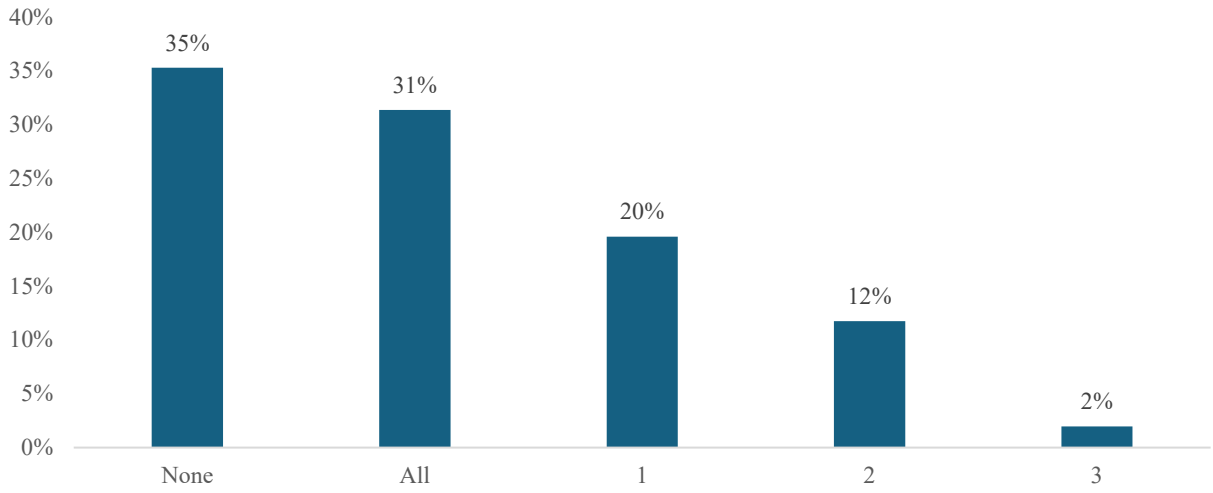
A majority of respondents (62%) reported having one or two licensed drivers in their household. Respondents representing households with no licensed drivers made up nearly a quarter of responses, creating a stark contrast between households with and without licensed drivers.

Figure 27. Licensed Drivers



As a follow-up, respondents were asked how many of the licensed drivers in their household have access to a personal vehicle. More than one-third of respondents (35%) indicated that none of the licensed drivers in their household have access to a personal vehicle, while 31% reported that all licensed drivers do. Given the rising costs of vehicles and their maintenance, it can be inferred that reliance on public transit may grow as the number of households without a vehicle increases.

Figure 28. Licensed Driver Access to a Personal Vehicle



Shoreline Metro Driver Interviews

In December 2025, Bay-Lake Regional Planning Commission staff hosted two meetings with Shoreline Metro drivers to gather feedback on route structure, system performance, and areas for improvement. Six drivers participated, including two first-shift and four second-shift drivers. Discussion topics included common causes of delays, difficult-to-navigate route segments, and locations with recurring unsafe traffic behavior. The meetings were scheduled to coincide with shift changes to maximize attendance and convenience. Driver feedback was shared with the review committee and used to develop draft recommendations, with drivers later engaged in refining those recommendations.

Findings

Shoreline Metro drivers offered input on both positive aspects and challenges within the transit system. Multiple drivers highlighted strong communication between drivers and dispatch as a key attribute the transit system does well. Others noted positive relationships between co-workers and a positive working environment.

Route Functionality

Several drivers noted that routes function well under normal driving conditions. However, recurring traffic congestion on major corridors and during peak periods (e.g., rush hour, school dismissal) are the primary factors to schedule delays. Other drivers sited roadway construction, traffic incidents, weather, and passenger boardings as common causes for delays. While these incidents are often random occurrences, the overall transit system appears to operate well for drivers.

Specific route bottlenecks identified included Routes 7 and 10, where longer trip distances combined with frequent stop lights contribute to delays. Drivers also noted that Route 10 experienced increased delays between approximately 2:15 p.m. and 5:15 p.m. due to higher passenger volumes, including students traveling from local schools.

Infrastructure Constraints

Drivers identified several route segments as operationally challenging due to narrow travel lanes, limited curb clearance from on-street parking, tight turning radii, and deteriorating pavement conditions. Limited sight lines at certain intersections and access points, particularly near commercial loading areas, were also noted, increasing maneuvering times and raising safety concerns. Specific areas of concern included North 10th Street, where visibility is poor; 8th Street toward Mead, which is narrow with substandard road conditions; the Piggly Wiggly South area, requiring tight turns when exiting; and side streets where parking is allowed on both sides.

System Usage

Drivers reported strong and consistent ridership at key destinations, particularly in downtown areas and at major retail and employment centers. This indicates that existing routes effectively serve important hubs and align well with current travel demand.

Conversely, drivers also identified stops and route segments that appear underutilized, suggesting opportunities for optimization. Areas noted as having low ridership include portions of Sheboygan Falls, particularly near Elm Street, and the local trailer park, as well as the UW-Sheboygan campus and Blue Harbor. Adjusting or consolidating these stops could help improve route efficiency and reduce unnecessary travel time.

Drivers also highlighted areas currently not served by the system but desired by riders and the community, primarily in the northern portions of the service area, with some interest in southern corridor expansions. Specific locations mentioned include the northside Walmart and Menards, along Calumet Drive and Wisconsin State Highway 42. Drivers suggested options such as expanded regular service, express routes to major destinations, and seasonal or temporary services to accommodate high-demand periods, such as holidays or peak employment times. Expanding service to these areas could increase overall accessibility and better meet community travel needs.

Service Improvement Suggestions

Drivers provided a wide range of recommendations related to both service delivery and the onboard environment. Suggestions for onboard improvements included temperature control and cleanliness. Service-related recommendations focused primarily on improving on-time performance, particularly on routes operating with 30-minute headways.

Stakeholder Meetings

Bay-Lake Regional Planning Commission staff, in coordination with Shoreline Metro leadership and various other public stakeholders, held multiple meetings between the summer of 2025 and spring of 2026. To gauge where the stakeholders stand on system performance, priorities, and future needs, a stakeholder survey was conducted in fall of 2025.

Findings

Stakeholders identified expanding services for transit-dependent populations as the primary measure of success for the transit plan. Increased service coverage was the second most common response, while increased ridership was identified by fewer respondents. Overall, results suggest a strong emphasis on equity, accessibility, and coverage rather than ridership growth alone

Respondents highlighted several aspects of Shoreline Metro that are currently working well. Affordability emerged as the most frequently cited strength, followed by partnerships with schools, service frequency, and coverage of the city center. Access for K–12 students were also viewed positively. These responses indicate that Shoreline Metro is perceived as a cost-effective system with meaningful institutional partnerships and a solid core service area that supports the local economy.

The most identified improvement was expanding service to the Town of Sheboygan, followed by increased route coverage, improved access to large employers, and collaboration with surrounding rural areas. Additional opportunities included increased service to industrial areas and longer service hours. Collectively, these responses point toward a need for a more connected greater Sheboygan area, expanded employment access, and ensuring service hours meet the needs of untraditional working hours.

When asked to rank priority needs, committee members placed job access as the highest priority, followed closely by mobility for seniors and individuals with disabilities and service to low-income and high-demand neighborhoods. Access to medical services, schools and colleges, and retail or recreational destinations ranked lower overall. These rankings reinforce a focus on economic opportunity and essential mobility as guiding principles for future service planning.

Outreach/Open House

As part of the public engagement process staff hosted a booth at the Juneteenth festival in the City of Sheboygan on June 19th. The outreach was to engage the audience who couldn't make it to any TDP meetings or were not aware of the plan. This outreach effort encouraged people to learn about the transit system and the planning process.

In addition, staff hosted an open house on July 7th at the uptown social community center in the City of Sheboygan. Participants shared valuable perspectives on service reliability, accessibility, travel patterns, and future transportation needs. Comments received during the open house were

documented, reviewed, and incorporated into the planning process where appropriate, helping to ensure that the final Transit Development Plan reflects community priorities and supports a transit system that is responsive to current and future needs.

The following comments were received during the open house:

- Converting some fixed route transit to on-demand transit would make people think we are taking away the fixed route reliability from the people. Not in favor of converting fixed route to on-demand transit.
- After getting off the bus it is hard to navigate to some businesses in a wheelchair since the crosswalk could be half a mile down the road from the bus stop. Some places like Meijer don’t have good accessibility from the bus stops.
- It is hard to use the bus service for people working late, since they don’t run later in the evenings.

Chapter 5: Recommendations

Recommendations were developed in response to review committee goals and objectives, public engagement efforts, an evaluation of existing services, and discussions with numerous stakeholders. The recommendations presented in this chapter are organized by route and potential total cost is provided for extended service hours.

Assumptions

Operating Costs

Annual operating expense estimates for both existing and proposed services were developed using a fully allocated cost per revenue hour derived from the 2024 National Transit Database, the most recent dataset available at the time the plan was initiated. The resulting cost per hour used for these estimates is $94.65.

Inflation

A standard 2% inflation rate was also included to properly plan and account for yearly increases in future expenses.

Annual Service Days

All annual operating cost estimates are based on an assumed service calendar, shown in Table 7 below.

Table 7: Annual Service Days

Day Type	Number of Days per Year
Weekdays (Monday-Friday)	255
Saturdays	52
No Service (Sundays and Holidays)	58

Recommendations

The following sections outline recommended changes to Shoreline Metro's routes and their anticipated impacts. These recommendations vary by route based on factors such as ridership data and public and stakeholder input. As a result, some routes include more recommendations than others.

NOTE: Route extensions may require further analysis to determine their impact on service timing. Some extensions may require adjustments in service frequency to ensure effective coverage.

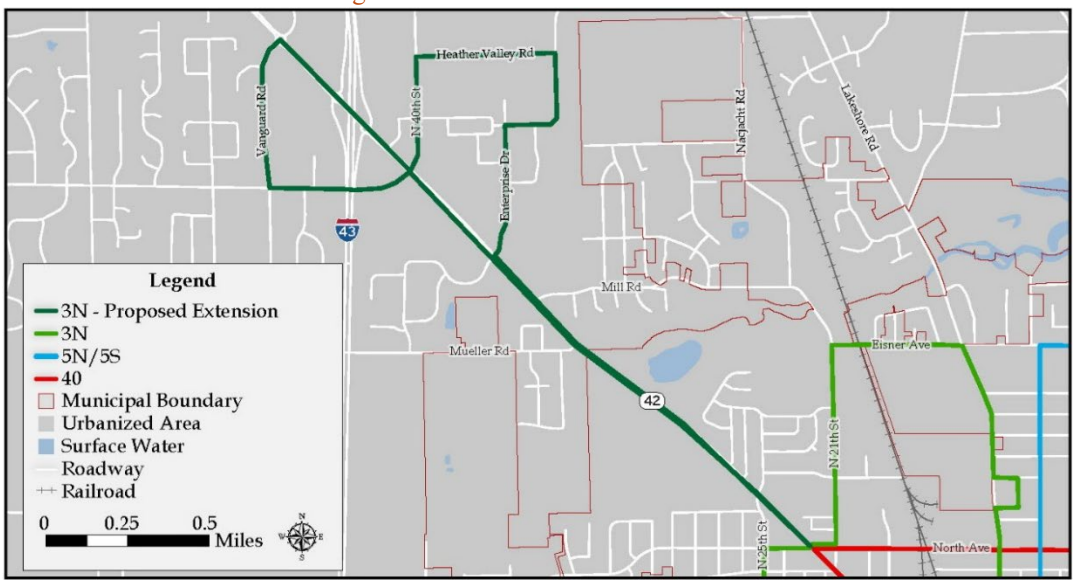
Route 3N/S

Route 3N/S records the fourth-highest ridership on weekdays and Saturdays. This route runs from 5:15 a.m. to 8:15 p.m. on weekdays and Saturdays from 8:15 a.m. to 4:15 p.m.

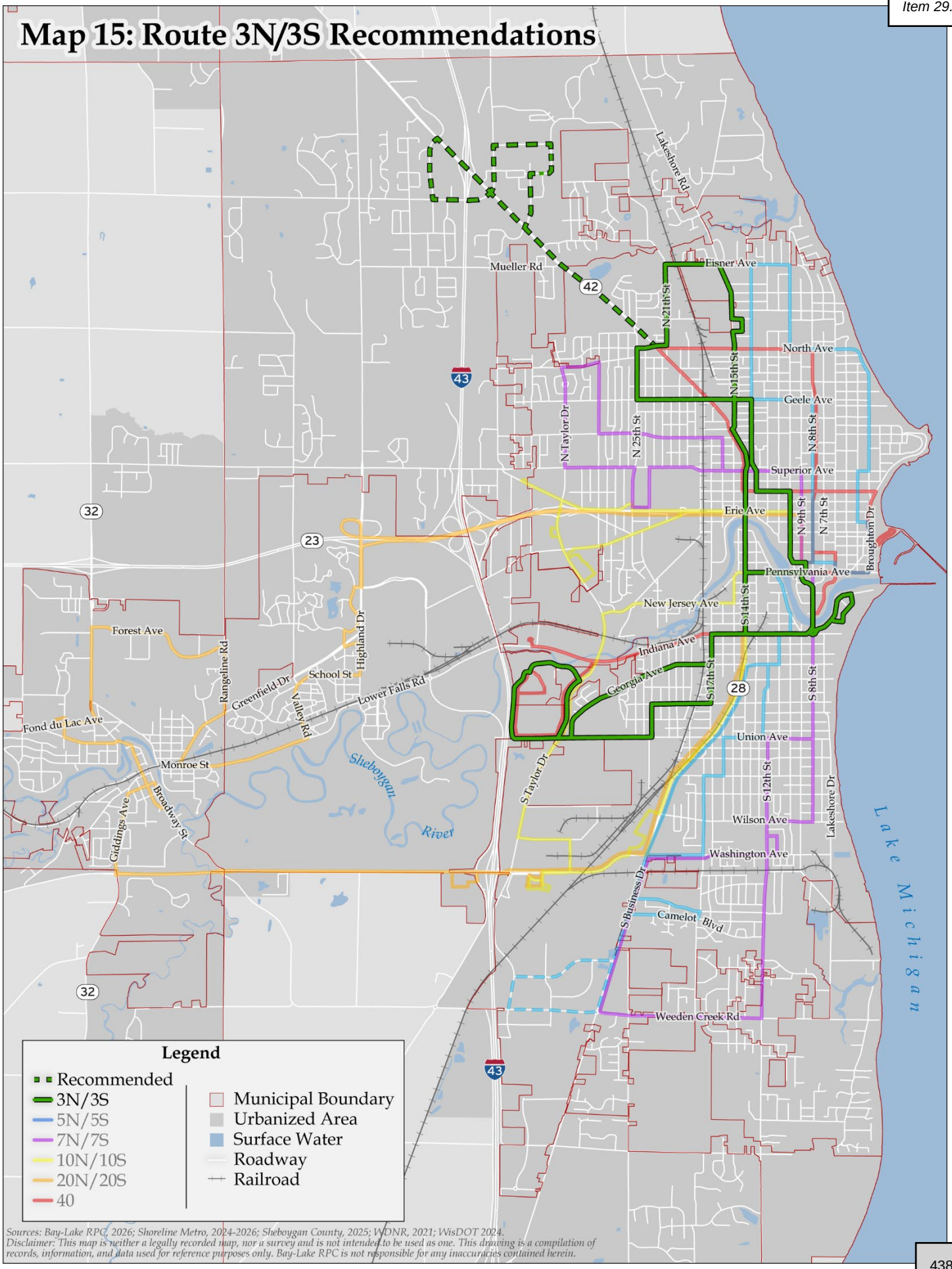
The north-central area of Sheboygan, including the popular stops of Lakeshore Technical College, Piggly Wiggly North, and Michigan Avenue, is served by the northern portion of the route. The southern portion serves the south-central portion of Sheboygan, which includes Indiana Avenue, the Aurora Medical Center, and the UWGB Sheboygan Campus.

Proposed Change	Impact
Extend Route 3N northwest to serve the northside Walmart and the Town of Sheboygan. This route extension would increase route length of 3N by approximately 6 miles. Note: This recommendation requires a local share from the Town of Sheboygan.	• Expands service coverage into currently underserved areas, improving regional connectivity between the City and Town of Sheboygan. • Improves access to major commercial destinations, supporting transit-dependent populations.
Reduce service frequency to hourly for UW–Green Bay Sheboygan Campus and Bookworm Gardens segments.	• Aligns service levels with observed low ridership at these stops. • Allows reallocation of service hours to higher-demand segments, particularly during peak periods.
Investigate on-demand service on Saturdays and after 5:00 PM on weekdays.	• Reduction in overall operating costs. • Improved service efficiency during low-demand periods. • Increase flexibility and responsiveness for evening riders.

Figure 29: Route 3N northwest extension.



Map 15: Route 3N/3S Recommendations



Sources: Bay-Lake RPC, 2026; Shoreline Metro, 2024-2026; Sheboygan County, 2025; WDNR, 2021; WisDOT 2024.
Disclaimer: This map is neither a legally recorded map, nor a survey and is not intended to be used as one. This drawing is a compilation of records, information, and data used for reference purposes only. Bay-Lake RPC is not responsible for any inaccuracies contained herein.

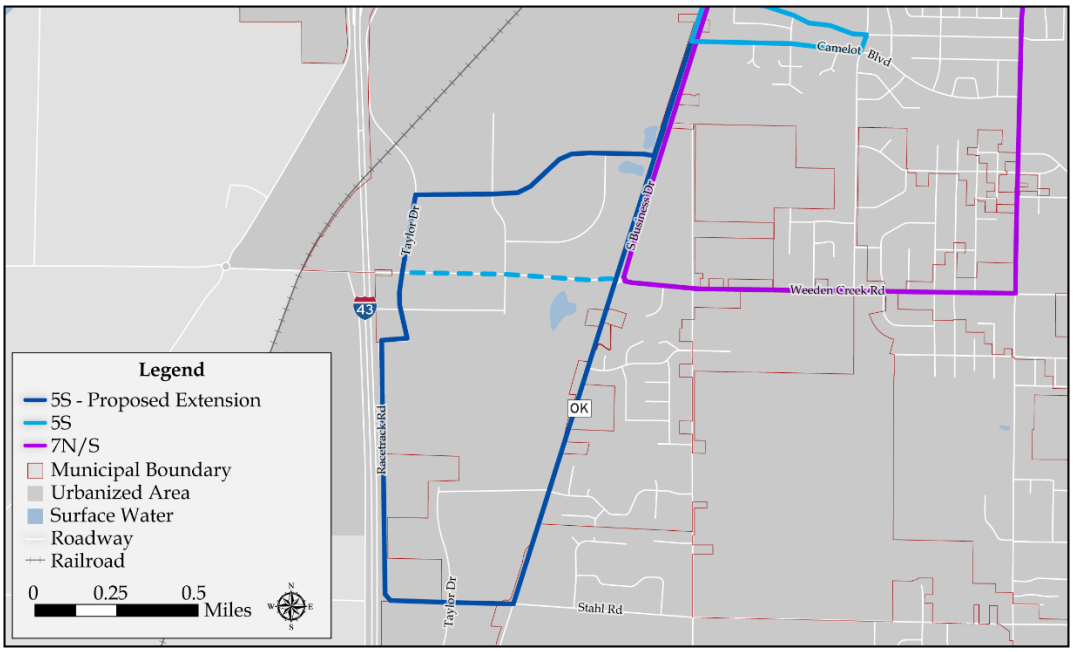
Route 5N/S

Route 5N/S records the second-highest weekday and Saturday ridership. This route runs from 5:15 a.m. to 8:15 p.m. on weekdays and Saturdays from 8:15 a.m. to 4:15 p.m.

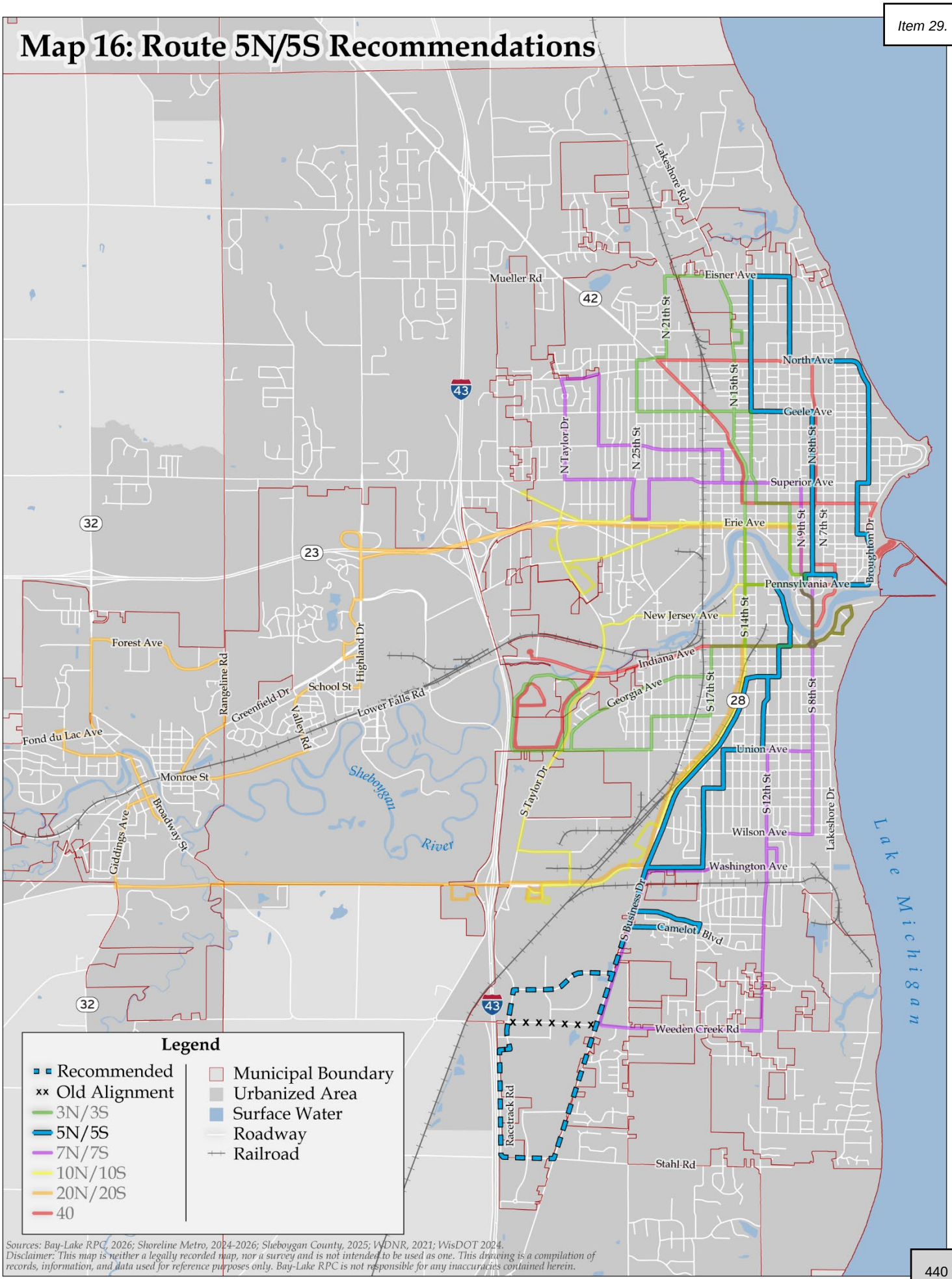
The northern portion serves the northeast portion of Sheboygan, with popular stops including the YMCA, Uptown Social (Senior Center), and Washington School Apartments. The southern portion serves the south-central portion of Sheboygan. Notable stops include Rockline Industries, Southtown Mall, and Badger State Lofts.

Proposed Change	Impact
Extend Route 5S to serve the new southern industrial park development. This route extension would increase the length of Route 5S by approximately 2.5 miles.	• Improves access to employment centers, particularly for transit-dependent workers • Supports planned economic development by ensuring transportation access to new job sites.
Investigate on-demand service on Saturdays and after 5:00 PM on weekdays. (Elaborated later in this chapter)	• Reduction in overall operating costs. • Reduced wear and tear on fixed-route buses. • Improved service efficiency during low-demand periods. • Increase flexibility and responsiveness for evening riders.

Figure 30: Route 5S southwest extension.



Map 16: Route 5N/5S Recommendations



Sources: Bay-Lake RPC, 2026; Shoreline Metro, 2024-2026; Sheboygan County, 2025; WDNR, 2021; WisDOT 2024.
Disclaimer: This map is neither a legally recorded map, nor a survey and is not intended to be used as one. This drawing is a compilation of records, information, and data used for reference purposes only. Bay-Lake RPC is not responsible for any inaccuracies contained herein.

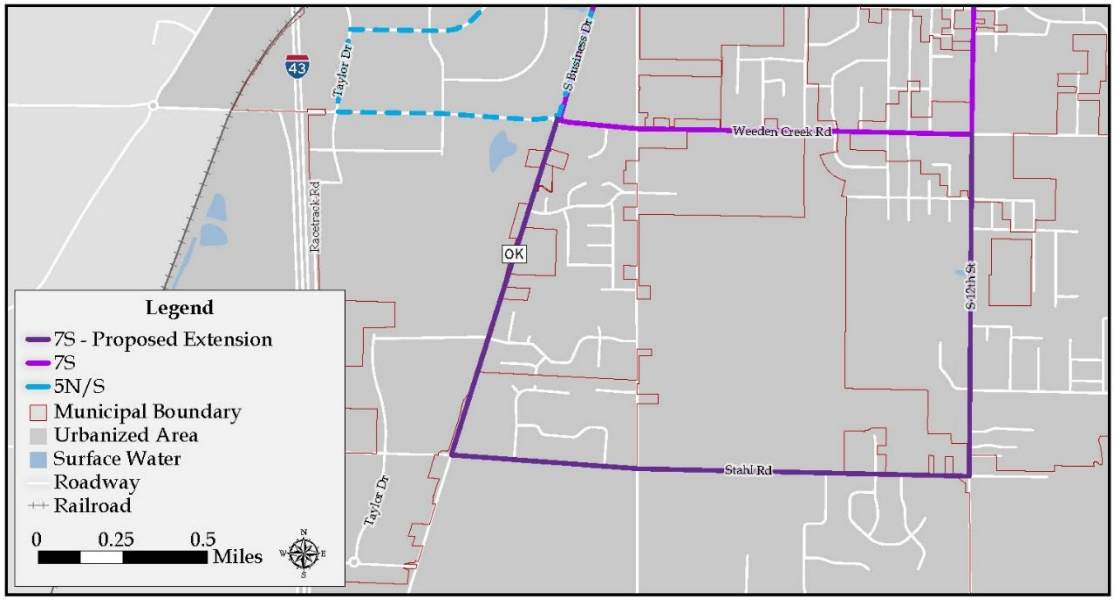
Route 7N/S

Route 7N/S records the highest weekday ridership and third-highest Saturday ridership. This route runs from 5:15 a.m. to 8:15 p.m. on weekdays and Saturdays from 8:15 a.m. to 4:15 p.m.

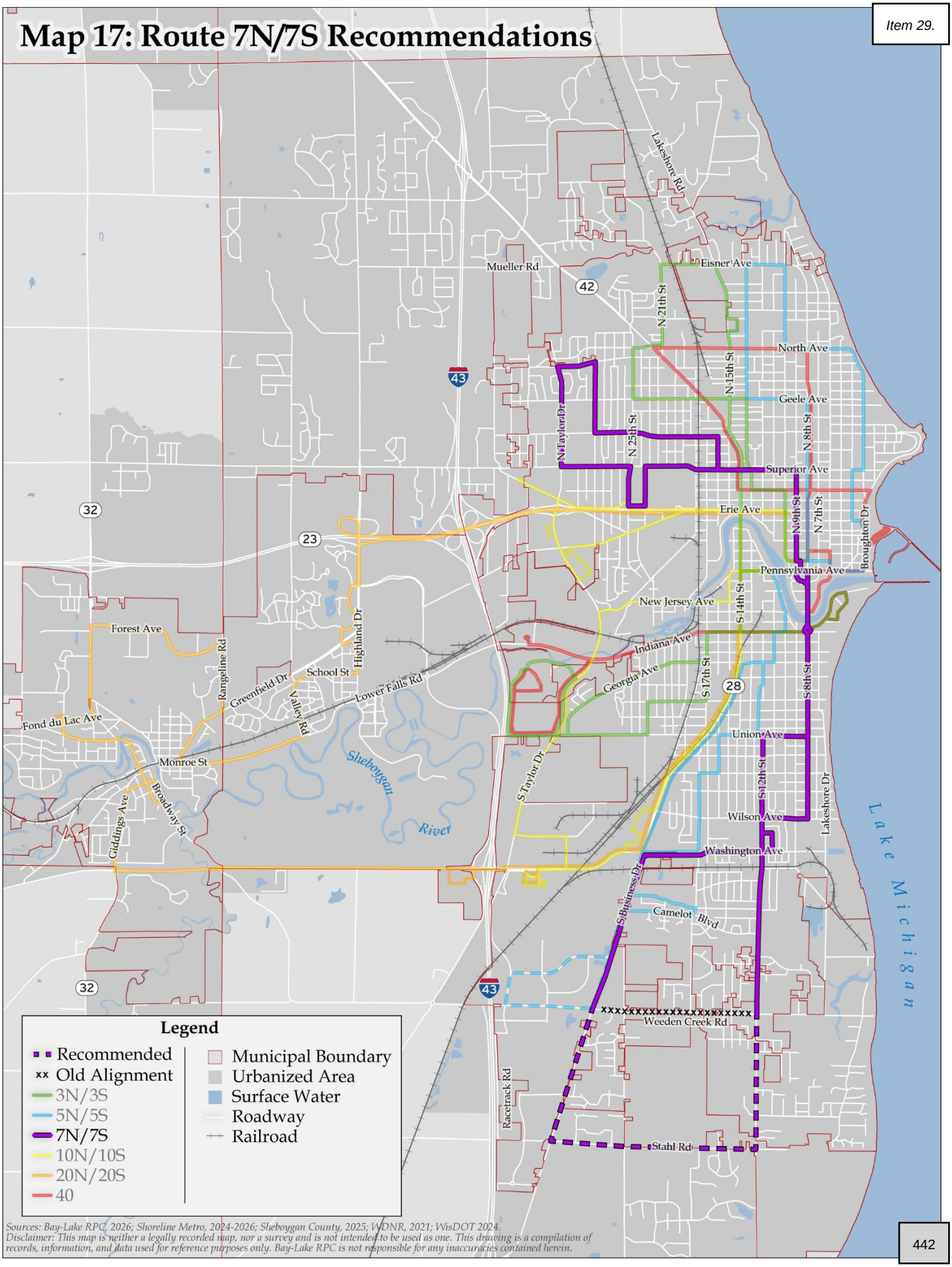
The northern portion serves the northwest area of Sheboygan, including the Mead Public Library, Aurora Sheboygan Clinic, St. Nicholas Hospital, and Pick N Save. The southern portion serves the southeast area of Sheboygan, including the Behrens Parkway Industrial Park, Country Village Apartments, and Sheboygan South High School.

Proposed Change	Impact
Extend Route 7S to serve new residential development areas. This route extension would increase the length of Route 7S by approximately 3.5 miles.	• Expands transit access to growing residential neighborhoods. • Encourages transit use among new residents and reduces auto dependency. • Supports long term ridership growth. • The frequency of the bus and timings will need to be recalculated.
Investigate on-demand service on Saturdays and after 5:00 PM on weekdays. (Elaborated later in this chapter)	• Reduction in overall operating costs. • Reduced wear and tear on fixed-route buses. • Improved service efficiency during low-demand periods. • Increase flexibility and responsiveness for evening riders.

Figure 31: Route 7S west extension.



Map 17: Route 7N/7S Recommendations



Sources: Bay-Lake RPC, 2026; Shoreline Metro, 2024-2026; Sheboygan County, 2025; WDNR, 2021; WisDOT 2024.
Disclaimer: This map is neither a legally recorded map, nor a survey and is not intended to be used as one. This drawing is a compilation of records, information, and data used for reference purposes only. Bay-Lake RPC is not responsible for any inaccuracies contained herein.

Route 10N/S

Route 10N/S records the third-highest weekday ridership and the highest Saturday ridership. This route runs from 5:15 a.m. to 8:15 p.m. on weekdays and from 8:15 a.m. to 4:15 p.m. on Saturdays.

The northern portion serves the west side of Sheboygan, including retail destinations such as Meijer, Kohl's, Hobby Lobby, and Memorial Plaza. The southern portion serves the southwest side of Sheboygan, including popular destinations such as Piggly Wiggly, Goodwill, Walmart, and Wildwood Park.

Proposed Change	Impact
Investigate on-demand service on Saturdays and after 5:00 PM on weekdays. (Elaborated later in this chapter)	• Reduction in overall operating costs. • Reduced wear and tear on fixed-route buses. • Improved service efficiency during low-demand periods. • Increase flexibility and responsiveness for evening riders.

Route 20 Sheboygan Falls / Kohler

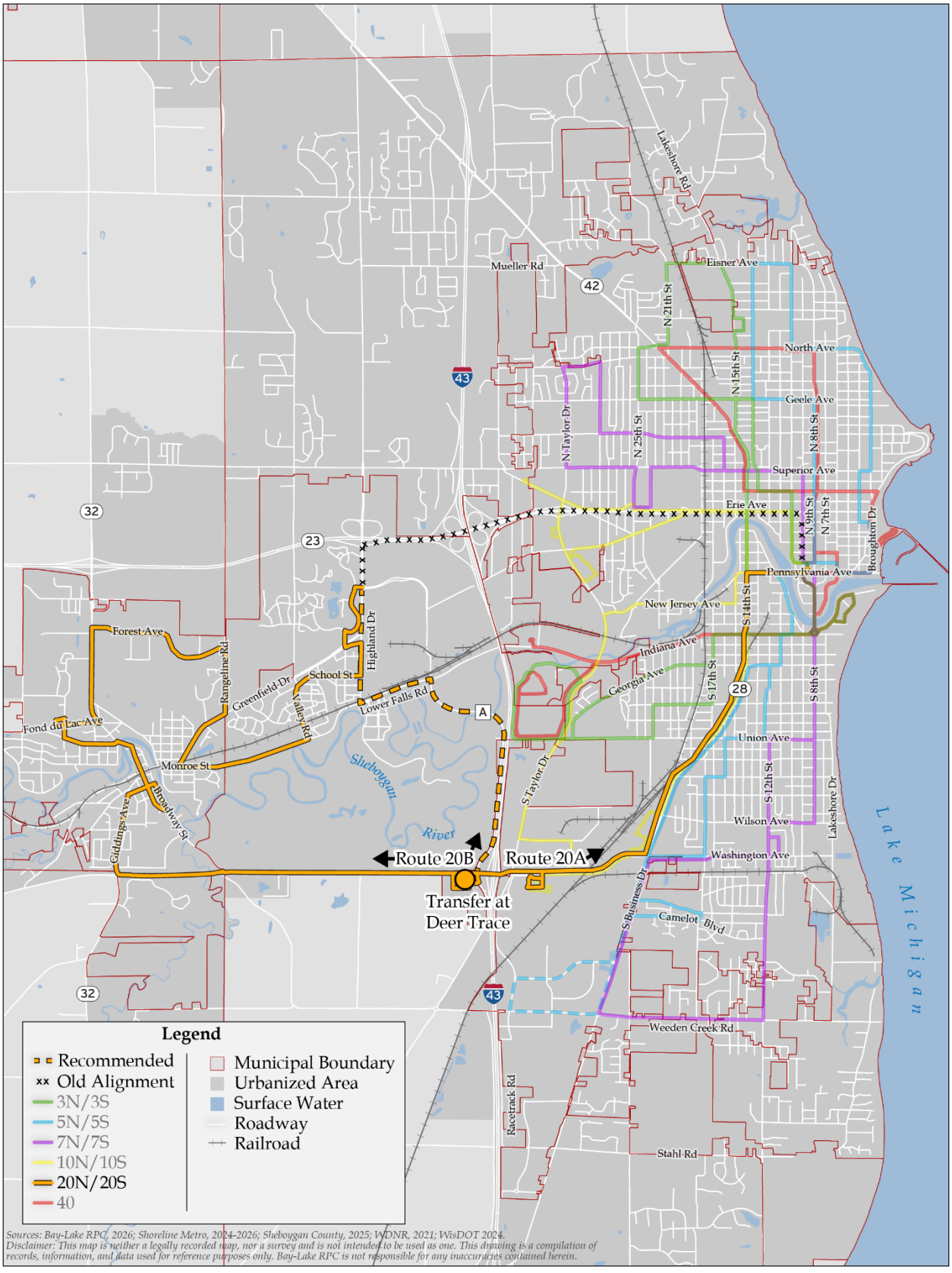
Route 20 records the lowest ridership on both weekdays and Saturdays. This route runs from 5:45 a.m. to 8:15 p.m. on weekdays and Saturdays from 8:15 a.m. to 4:15 p.m.

This route serves the City of Sheboygan Falls and Village of Kohler with limited stops in the City of Sheboygan. Popular destinations include the Woodlake Market, Kohler Co., the ADRC of Sheboygan County, and Deer Trace Kohler Shopping Center. On weekdays, there is a Kohler Special run that leaves the transfer point at 6:45 a.m. and picks up/drops off at the Kohler Co., returning to the transfer point at 7:15 a.m.

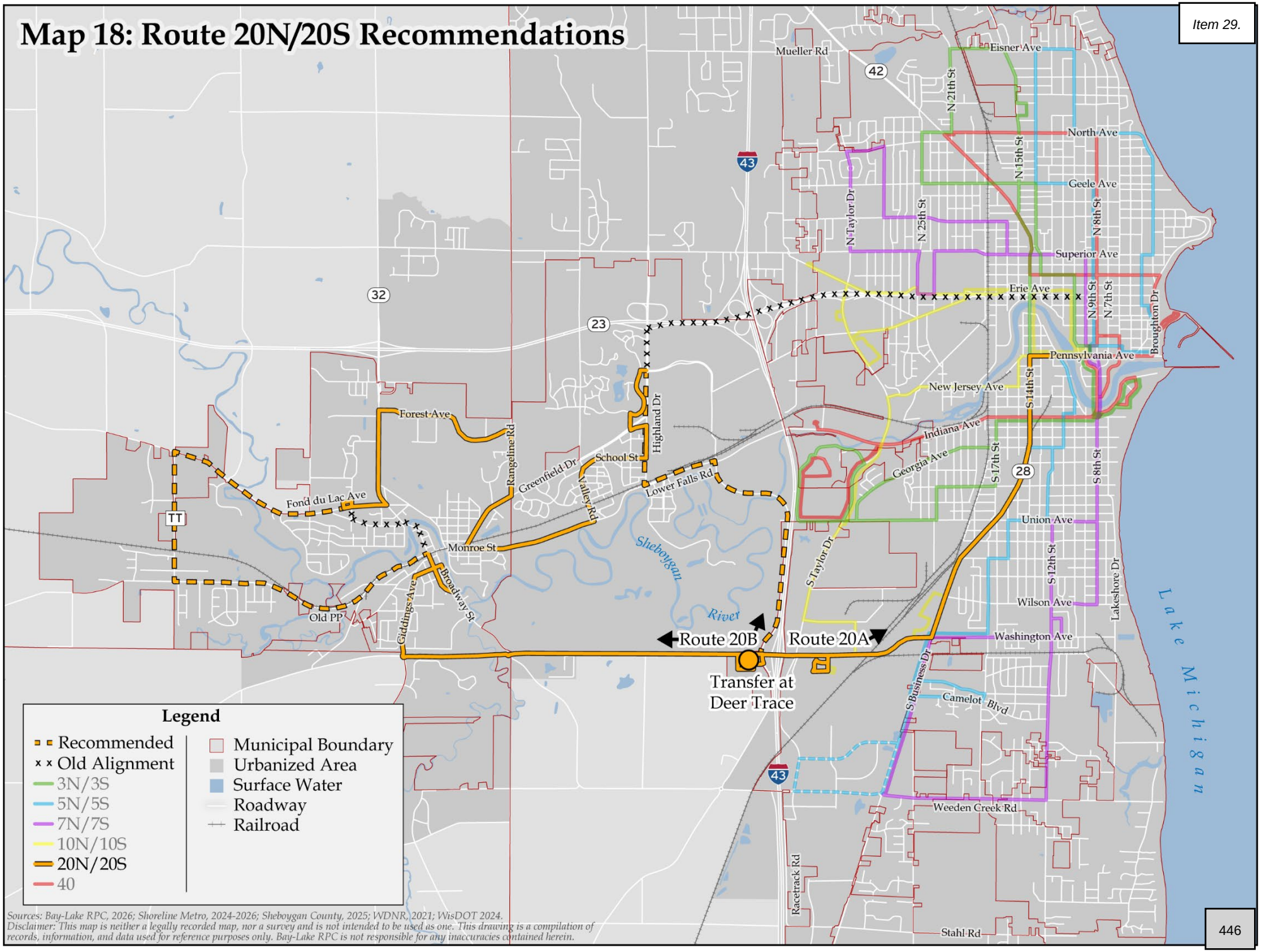
Proposed Change	Impact
Establish Deer Trace as a transfer hub and split Route 20 into two services (20A for City of Sheboygan and 20B for City of Sheboygan Falls and Village of Kohler). See Figure 32 for the route structuring. Add stops to 20 A to increase ridership to Deer Trace.	• Improves frequency on core segments, particularly around Deer Trace. • Better aligns service with distinct travel markets (employment vs. downtown access) • A potential negative impact being no direct connection between City of Sheboygan and Village of Kohler.
Recommendation for existing Route 20 as is: Extend Route 20 to County Highway TT to serve the Sheboygan Falls industrial park. This route extension would add approximately 4.75 miles to Route 20.	• Expands access to major employment areas currently underserved by transit. • Supports workforce mobility and economic development.

Figure 32: Route 20 County Highway TT Extension

Figure 33: Route 20 Deer Trace Transfer



Map 18: Route 20N/20S Recommendations



Sources: Bay-Lake RPC, 2026; Shoreline Metro, 2024-2026; Sheboygan County, 2025; WDNR, 2021; WisDOT 2024.
Disclaimer: This map is neither a legally recorded map, nor a survey and is not intended to be used as one. This drawing is a compilation of records, information, and data used for reference purposes only. Bay-Lake RPC is not responsible for any inaccuracies contained herein.

Extended Service Hours

Extending service hours beyond its current weekday span (5:15 a.m. to 8:15 p.m.) presents meaningful opportunities and notable challenges. These should be weighed carefully in terms of efficiency and affordability. Expanding service later into the evening would most significantly benefit workers in industries with nontraditional schedules, including healthcare, manufacturing, and retail, where second and third-shift employment often falls outside the existing service window. Improved late-evening transit access could enhance workforce participation, support local employers, and increase economic stability, particularly for transit-dependent populations. In addition, extended service would advance equity goals by improving mobility for individuals without access to private vehicles, enabling access to evening education, medical appointments, and social activities. While ridership gains during late hours are typically modest, extending service can improve the overall usefulness and public perception of the system, making transit a more viable option for a broader range of trip purposes.

However, these benefits must be balanced with the operational and financial cost of the system. Late-evening service tends to have lower ridership, resulting in a higher cost per passenger and placing greater pressure on limited transit budgets. Extending all routes uniformly places a burden on the system and would likely negatively impact the efficiency of Shoreline Metro's system. Additional challenges include increased labor and staffing requirements, potential strain on vehicle maintenance schedules, and uncertainty regarding actual demand for late-night service in a relatively car-dependent community. Given these constraints, a targeted approach to service expansion is more practical and cost-effective than a systemwide extension.

The most beneficial strategy would focus on extending service along key corridors with the highest potential demand. Route 10, which serves major employment centers, retail destinations, and healthcare facilities, represents the strongest candidate for late evening service due to its alignment with shift-based employment and high ridership potential. Since retail stores like Kohls and Meijer are open later than 8 p.m., it would provide an opportunity for the employees to utilize public transport at the end of their shifts. Route 7 functions as an important east–west connector across Sheboygan, linking multiple residential neighborhoods with commercial areas and the downtown transfer point. In the evening context, routes like this often perform better than expected because they serve a broader mix of trip purposes, including retail, personal errands, and return-home trips after work.

From a planning perspective, the strongest approach may be to view Route 7 as a complement to Route 10. A two-route evening network consisting of Route 10 (for employment access) and Route 7 (for cross-town connectivity) could provide a more balanced service than pairing Route 10 with Route 3. This combination would support both job access and general mobility, which is often the most effective strategy in small transit systems with limited resources.

Other neighborhood-oriented routes may warrant limited or reduced-frequency evening service primarily to maintain basic coverage and equity, but they are less likely to generate substantial ridership. In practice, the most effective implementation would likely involve a "core network" approach, in which a small number of high-priority routes such as Routes 10 and 7, operate at reduced frequency (hourly) until approximately 10:30 or 11:00 PM, potentially supported by a simplified transfer system at the downtown hub. Alternatively, Shoreline Metro could explore

supplementing fixed-route service with demand-response or micro-transit options during late hours to balance coverage and cost efficiency.

Overall, while extending service hours can yield important social and economic benefits, especially in terms of job access and equity, a focused and data-driven approach targeting the most productive corridors will be essential to ensure that investment is both sustainable and impactful.

An estimate is provided below for a scenario in which Routes 10 and 7 are extended by three hours on weekdays. Extending each route by three hours would require no additional buses and would add six additional revenue hours per day across the system. Extending service hours is expected to improve system attractiveness and usability, particularly for non-traditional work schedules. Please note that assumptions for these calculations include Shoreline Metro's 2024 cost per revenue hour, a standard 255 weekdays per year, and an annual inflation rate of 2%.

- 255 service days × 6 additional revenue hours/day = 1,530 additional revenue hours/year

Shoreline Metro's 2024 operating expense per revenue hour was $94.65.

- $94.65 × 1,530 additional revenue hours = **$144,815**

Assuming the estimated additional annual operating cost of **$144,814** with 2024 data, and applying a 2% annual inflation rate, the projected cost would increase to approximately **$153,678 in 2027**, **$156,752 in 2028**, **$159,887 in 2029**, and **$163,084 in 2030**.

On-Demand Service Strategy

The Shoreline Metro Review Committee favored evaluating the feasibility of implementing an on-demand service model during periods of consistently low ridership, specifically weekday evenings and Saturdays. The goal of this strategy is to better align service delivery with observed demand while maintaining transit accessibility and improving overall system efficiency.

On-demand transit services offer a flexible, shared transportation option without fixed routes or strict frequency. Passengers can reserve a ride hours to days before, depending on the procedure and software systems used. This service would fill the gap between single occupancy vehicles and fixed-route transit, specifically in low-density neighborhoods or areas where fixed-route transit is not as effective.

Industry benchmarks indicate that on-demand transit services typically achieve productivity levels of approximately 4 to 6 passengers per revenue hour. However, these averages can be higher or lower depending on how many vehicles are available. Additionally, fixed-route counts are usually boardings per scheduled hour, and they often include inefficiencies like empty segments and deadheads. When agencies convert low-performing evening routes to on-demand service, they often see improved cost efficiency and higher ridership retention due to better coverage and flexibility.

Please note that assumptions regarding these calculations include a $45 average cost per hour for operating the on-demand service, and a $50 average cost per hour for staff to manage the service including the facilities. These dollar figures were derived from the Sheboygan County Transportation Planning and Feasibility Study. A standard 2% inflation rate is also included to account for increases in fuel, maintenance, and other operational costs. These do not include any capital cost.

I. Weekday Evening Service

The study team analyzed the weekday ridership after 5:00 PM, representing post-peak evening travel. Analysis showed ridership levels between 5:00 PM and 6:00 PM were still above the recommended threshold for a switch to on-demand service. However, as shown in Table 8, ridership declines significantly across the system after 6:00 PM. Several routes exhibit particularly low usage, supporting a switch to an on-demand service model.

Table 8: Average Weekday Ridership After 6:00 PM

Average Weekday Ridership After 6 PM	
Route	AVG Ridership
3	5
5	8
7	7
10	8
20	2

Based on the above data, Routes 3 and 7, with average hourly ridership between 5–7 passengers after 6:00 PM, are strong candidates for early conversion. Routes 5 and 10, while exhibiting slightly higher ridership, may also be considered for conversion in a phased implementation. Route 20, despite low ridership, serves a geographically dispersed area and may present operational challenges for initial on-demand deployment. As such, it is recommended that implementation be focused within the City of Sheboygan as a pilot service area, with potential expansion in later phases.

Currently, service ends at 8:15 PM on these routes. For this analysis, it is assumed that fixed-route service would end at 6:15 PM, with on-demand service replacing it during the evening period (6:15 PM to 9:15 PM)

Fixed-Route Cost Savings

The reduction in fixed-route service hours would result in the following annual decrease in service:

- 255 service days X 9 revenue/hours = **2,295 revenue hours per year**

Using Shoreline Metro's 2024 operating cost $94.65 per revenue hour.

- $94.65 X 2,805 revenue hours = $217,221.75 (2024 dollars)
- Projected savings with inflation (2027): **$230,517**

Estimated Cost Savings: ~$230,517

On-Demand Service Cost

For this analysis, on-demand service is assumed to operate for three hours each evening, from 6:00 PM to 9:00 PM.

Key assumptions include:

- Average operating cost of $45 per vehicle revenue hour
- Administration and management costs of $50 per hour
- Four vehicles in operation (capital costs not included)

On-Demand Service Cost

255 x 3 service hours = 765 revenue hours/year

Operating Cost:

- 765 revenue hours/year x 4 vehicles = 3,060 revenue hours/year
- 3,060 revenue hours/year x $45 = **$137,700**

Management Cost:

- 765 revenue hours/year x $50 = **$38,250**

Total Annual Cost:

- $137,700 + $38,250 = **$175,950**
- Projected cost with inflation: $179,469 (2027), $183,058 (2028), $186,719 (2029)

Net Financial Impact (Weekday Evenings)

- Projected savings (2027): $230,517
- On-demand service cost: $175,950

Estimated Net Annual Surplus: ~$54,567

II. Saturday Service

Saturday ridership analysis shows similar patterns of reduced demand on select routes. Table 9 presents the average hourly ridership by route on Saturdays.

Table 9: Average Saturday Hourly Ridership

Average Saturday Hourly Ridership	
Route	AVG Ridership
3	7
5	10
7	9
10	11

Further analysis shows notable decreases in ridership after 2:00 PM. Table 10 presents the average hourly ridership by route after 2:00 PM on Saturdays.

Table 10: Average Saturday Ridership After 2:00 PM

Average Saturday Ridership After 2:00 PM	
Route	AVG Ridership
3	5
5	7
7	6
10	8

Route 3 falls within the typical on-demand productivity threshold and is an appropriate candidate for full Saturday conversion to on-demand service. This service will operate within the existing Saturday service span of 8:15 AM to 4:15 PM.

Routes 5, 7, and 10 fall within the on-demand threshold after 2:15 PM. These routes will transition to on-demand service between 2:00 PM and 4:15 PM.

Fixed-Route Cost Savings

The reduction in fixed-route service hours would result in the following annual decrease in service:

Route 3 Fixed-Route Reduction

- 52 Saturday service days x 8 revenue hours/day = **416 revenue hours per year**

Routes 5, 7, and 10 Fixed-Route Reduction

- 52 Saturday service days x 7 revenue hours/day = **364 revenue hours per year**

Total fixed-route reduction = 780 revenue hours per year

- 780 revenue hours x $94.65 = **$73,827 (2024 dollars)**

Projected savings (2027): $78,346

On-Demand Service Cost

- Period 1: 8:15 AM – 2:15 PM (6 hours)
    - Route 3 demand (2 vehicles)
- Period 2: 2:15 PM – 4:15 PM (2 hours)
    - Route 3 + Routes 5, 7, 10 (4 vehicles)

Operating Cost:

- (2 vehicles x 6 hours x 52 Saturdays) + (4 vehicles x 2 hours x 52 Saturdays) = **1,040 vehicle hours per year**
- 1,040 vehicle hours per year x $45 = **$46,800**

Program Management Cost:

- 416 hours/year x $50 = **$20,800**

Total cost: **$67,600**

Net Financial Impact (Saturdays)

Projected savings: $78,346

On-demand service cost: $67,600

Estimated Net Annual Surplus: ~$10,746

Based on observed ridership patterns and operating cost analysis, transitioning select low-ridership routes to an on-demand service model during off-peak periods represents a cost-effective and service-responsive strategy for Shoreline Metro. Routes 3, 5, 7, and 10 demonstrate consistently lower demand on Saturdays, with Route 3 notably holding low ridership the entire day. Furthermore, systemwide ridership declines significantly after 6:00 PM on weekdays, with Routes 3, 5, 7, and 10 exhibiting low utilization during evening hours. Under these conditions, maintaining fixed-route service results in disproportionately high operating costs relative to ridership served.

To better align service provision with demand, it is recommended that Route 3 transitions to on-demand service on Saturdays, followed by Routes 5, 7, and 10 transitioning to on-demand service after 2:00 PM. During weekdays, discontinuing Routes 3, 5, 7, and 10 after 6:00 PM in favor of on-demand service until 9:00 PM. This approach maintains essential mobility for riders in lower-demand areas and time periods while improving overall system efficiency.

Financial analysis indicates that these service modifications would yield measurable cost savings. The Saturday service transitions are projected to generate approximately $10,750 in annual net savings. Similarly, the evening service conversion is estimated to produce approximately $54,567 in annual net savings.

In addition to financial benefits, the proposed on-demand service model enhances service flexibility by enabling more direct trip-making and reducing wait times associated with low-frequency fixed-route service. This model is particularly well-suited to periods of low demand, where traditional fixed-route operations are less efficient. Other benefits include decreased spending on fuel costs and reduced wear and tear on fixed route buses. Overall, the recommended strategy supports more efficient resource allocation while maintaining service coverage and positions the system to reinvest savings into higher-performing routes, service frequency improvements, or future mobility initiatives.

III. On-Demand Fares

Fare policy will play an important role in the success of on-demand service implementation. It is recommended that fares be set at a level that is consistent with or modestly higher than the existing fixed-route fare.

A fare equal to the current base fare would provide the simplest transition for riders and minimize potential ridership loss. However, on-demand service provides more value through decreased travel times, fewer stops, and better accessibility (curb to curb) than fixed route transit. Hence, a modest increase (e.g. $1.00 per trip) could be considered to partially offset operating costs while remaining affordable.

Given the relatively low ridership levels observed during evening and Saturday service, fare revenue is expected to represent only a small portion of total operating costs. As such, the primary objective of fare policy should be to support ridership and accessibility. Discounted fares for seniors, individuals with disabilities, and other eligible populations should be maintained to ensure equitable access.

IV. Considerations

While on-demand transit service offers a cost-effective approach to maintaining service coverage, several important considerations must be evaluated. Although the projected cost savings are significant, they are sensitive to key assumptions, particularly related to vehicle requirements and ridership response. Variations in these factors could reduce the net savings; however, this service model is expected to remain cost-effective under most reasonable scenarios.

Vehicle Requirements

These scenarios assume that four vehicles will be sufficient to meet demand across the proposed on-demand service area. However, actual vehicle requirements will depend on factors such as trip distribution, peak demand periods, and geographic coverage.

Currently, Shoreline Metro utilizes 11 paratransit vehicles that could be used to support on-demand service. If demand is more concentrated during certain hours or dispersed across a wider area than anticipated, additional vehicles may be required to maintain reasonable wait times and service reliability. Any increase in fleet requirements would result in higher operating costs and could reduce projected net savings.

Productivity

Productivity assumptions are based on industry benchmarks of four to six passengers per revenue hour. Actual performance may vary, particularly during the initial transition period as riders adjust to the new service model. Over time, increased familiarity and service flexibility may improve ridership.

Inflation and Cost

A 2% annual inflation rate has been used to project future costs. While this provides a conservative baseline, actual cost increases, particularly for labor, fuel, and maintenance, may exceed this rate and reduce overall savings. Although the relative cost advantage of on-demand service is expected to remain, higher-than-anticipated inflation could reduce the magnitude of projected savings.

Service Accessibility

On-demand service differs in service delivery compared to fixed-route service. The need to request trips in advance, variable pickup times, or the reliance of web and phone-based booking may present challenges for some riders. This is particularly relevant for populations with limited access to technology or those who prefer the predictability of fixed schedules. To ensure equitable access, measures such as call-in booking options, user education, and clear advertising and communication will be important with service implementation.

V. Pilot Program

To evaluate the feasibility and effectiveness of on-demand transit service, Shoreline Metro should implement a pilot program focused on low-ridership routes during evenings, Saturdays, or both. This pilot will allow Shoreline Metro to test real world performance, validate assumptions, and refine service. Most pilot programs are conducted over a period of one to two years. This ensures enough data collection to determine seasonal variations, ridership patterns, and operational chokeholds. This timeline would also allow riders to adjust to the new system and identify gaps in service delivery.

Service Design

This pilot program would include two components:

- Evening On-Demand Service (Weekdays)

Replacing fixed route service on Routes 3, 5, 7, 10 from 6:15 PM to 9:15 PM with on-demand service.

- Saturday On-Demand Service

Replacing fixed route service on Route 3 with fully on-demand service operating between 8:15 AM and 4:15 PM. Followed by replacing fixed route service on Routes 5, 7, and 10 with on-demand service between 2:15 PM and 4:15 PM.

It is recommended that the on-demand service should be structured within the geographic zones consistent with the existing fixed route service coverage areas. This maintains existing coverage while also allowing for operational flexibility.

Vehicles and Operations

Shoreline Metro's existing fleet, including its 11 paratransit vehicles, should be utilized to minimize upfront capital costs. Fleet deployment should remain flexible and respond to the demand conditions.

Service Accessibility

To ensure equitable access to the service, the pilot program should feature multiple booking options. This includes phone and web-based reservations. Shoreline Metro could also investigate the optimization of mobile app booking options.

Clear communication and rider education are critical for a smooth transition. Shoreline Metro should include printed materials, online resources, and coordinate with local organizations to assist riders unfamiliar with on-demand transportation.

Performance Measures

Program success should be evaluated using a set of defined performance measures. These include passengers per revenue hour, cost per passenger trip, average wait times, and rider feedback. These metrics should be monitored consistently and compared to fixed-route performance.

Evaluation

Performance reviews should be conducted often throughout the pilot programs period. These reviews allow for Shoreline Metro to make data driven decisions regarding service coverage, operating hours, and fleet size.

At the conclusion of the pilot period, Shoreline Metro should conduct a comprehensive evaluation to determine whether the on-demand service meets operational, financial, and customer needs. Based on these findings, Shoreline Metro may expand the on-demand service, modify its design, revert to fixed-route service where appropriate, or continue to operate the service without change.

Fare Policy

Passenger fares contribute a significant amount to a transit agency's operational budget. Fare policy, levels, and collection technology are important to consider when determining strategic financing for a transit agency. A fare policy has been recommended for Shoreline Metro to provide multi-year guidance to the staff, the Transit Commission and the Common Council for setting and changing fares. The fare policy is also cognizant of sentiment that fares should remain reasonable for passengers throughout the period covered by this TDP.

Shoreline Metro has maintained fare levels that are consistent with those of comparable transit agencies. Table 11 below summarizes peer-agency fares.

Table 11: Peer Agency Fare Profile

Agency	Location	Adult Fare	Monthly Pass
Fond du Lac Area Transit	Fond du Lac	$2.00	$40.00
Green Bay Metro	Green Bay	$2.00	$41.00
Beloit Transit	Beloit	$1.50	$48.00
Maritime Metro	Manitowoc	$1.50	$30.00
Go Transit	Oshkosh	$2.00	$50.00
Janesville Transit System	Janesville	$1.50	$52.00
Valley Transit	Appleton	$2.00	$60.00
Peer Average		**$1.79**	**$45.86**
Shoreline Metro	Sheboygan	$2.00	$50.00

Shoreline Metro last implemented a fare increase in January 2026. Because of this, Shoreline Metro's fare structure remains competitive relative to peer systems and affordable for the community it serves, the project team does not recommend a fare increase currently. Maintaining current fare levels supports ridership retention and growth, particularly among transit-dependent populations, while avoiding additional financial burden during a period of rising household costs.

Shoreline Metro should continue to monitor key performance indicators, including operating costs, farebox recovery ratio, ridership trends, and regional economic conditions. Fare adjustments should be investigated in 2029-2030 if there are significant changes in operating expenses, service levels, or funding availability that impact the system's financial sustainability.

Consistent with federal requirements, Shoreline Metro will continue to provide discounted fares for senior citizens and individuals with disabilities during all hours of operation. These reduced fares will not exceed 50% of the full adult fare.

The fare for complementary paratransit service, as required under the Americans with Disabilities Act (ADA), will remain at $4.00 throughout the TDP period. This fare is consistent with ADA regulations, which permit paratransit fares up to twice the fixed-route base fare, and ensures that paratransit service remains accessible to eligible riders. Table 12 summarizes the fare structure for the duration of this TDP.

Table 12: Recommended Fare Structure

	Actual Fare	Recommended Fare				
Fare Category	2025	2026	2027	2028	2029	2030
Cash						
Single Trip	$2.00	$2.00	$2.00	$2.00	$2.00	$2.00
Half-Fare	$1.00	$1.00	$1.00	$1.00	$1.00	$1.00
Passes						
Day Pass	$4.00	$4.00	$4.00	$4.00	$4.00	$4.00
6-pack Day Passes	$18.00	$18.00	$18.00	$18.00	$18.00	$18.00
Monthly Pass	$50.00	$50.00	$50.00	$50.00	$50.00	$50.00
30-Day Pass	$45.00	$45.00	$45.00	$45.00	$45.00	$45.00
Student Fares						
Students of SASD	Free	Free	Free	Free	Free	Free
Children under Age 5	Free	Free	Free	Free	Free	Free
Student Punch Cards (20 trips)	$11.00	$11.00	$11.00	$11.00	$11.00	$11.00
Half Fares						
Half-Fare Punch Cards (20 Trips)	$10.00	$10.00	$10.00	$10.00	$10.00	$10.00

Marketing Recommendations

The purpose of these marketing recommendations is to ensure that Shoreline Metro delivers clear, consistent messaging and promotes a positive understanding of its services throughout the Sheboygan area. As service is expanded and modified through implementation of this TDP, targeted marketing efforts will be necessary to communicate route changes and highlight new travel options. These efforts should include coordinated outreach to key audiences, including existing riders, major employers, and funding partners.

Shoreline Metro should continue to utilize a mix of communication strategies, such as on-board announcements, printed materials, and in-person outreach, to ensure information is accessible to a wide range of users. In addition, digital marketing should be a central component of the agency's strategy. This includes maintaining an active presence on social media platforms to promote service updates, fare programs, and new initiatives.

Marketing Actions

Maintain a consistent brand identity and messaging framework across all communication channels, including print materials, vehicles, websites, and social media.

Continue marketing campaigns to support service changes, including:

- Launch campaigns for new or modified routes
- Service change announcements distributed in advance of implementation
- Promotion of fare programs and ridership incentives

Expand outreach to key stakeholder groups, including:

- Major employers and employment centers
- Existing and potential funding partners
- Community organizations and advocacy groups
- Non-English-speaking groups and organizations

Continue to utilize multiple communication strategies to reach diverse audiences, including:

- On-board announcements and signage
- Printed materials (flyers, brochures, system maps)
- In-person outreach events and community engagement
- Email and website updates

Strengthen digital marketing efforts by:

- Maintaining active and regularly updated social media accounts
- Sharing service alerts, promotions, and rider information
- Coordinating messaging across platforms for consistency

Conduct regular rider and market research, including:

- System-wide rider surveys at least every 1–2 years
- Targeted surveys of key markets (e.g., downtown employees, students, older adults, and individuals with disabilities)
- Collection of feedback on service quality, travel behavior, and unmet needs
- Use survey results to inform future service planning and marketing strategies

Establish performance metrics to evaluate marketing effectiveness, such as:

- Changes in ridership following campaigns
- Social media engagement and website traffic
- Customer awareness and satisfaction levels

Capital Improvements

Shoreline Metro divides its vehicles into two categories: heavy duty buses and medium duty buses. Shoreline Metro also uses FTA's Useful Life Age Benchmark (ULB) set in FTA 5010.1D, page IV-17. Because useful life is measured by both mileage and age for vehicles, condition is not considered in this inventory. Table 13 below displays Shoreline Metro's vehicle inventory.

Table 13: 2025 Shoreline Metro Vehicle Inventory

Vehicle Type	Vehicle Count	ULB-Age (Years)	ULB-Mileage (Miles)	Vehicles Beyond ULB-Age	Vehicles Beyond ULB-Mileage[1]	Percent of Fleet Beyond ULB[2]
Revenue						
Heavy Duty Bus[3]	22	12	500,000	5	5	23%
Medium Duty Bus	11	7	200,000	5	1	9%
Sub-Total	**33**			**10**	**6**	**18%**
Non-Revenue						
Light Duty (Support) Vehicles	5	10	100,000	5	0	0%
Sub-Total	**5**			**5**	**0**	**0%**
Total	**38**			**15**	**6**	**16%**

1. Mileage as of January 16, 2025.
2. The lesser of the number of vehciles beyond ULB age or mileage divided by vehicle count (by type).
3. One heavy duty bus is a trolley that has a useful of seven years or 200,000 miles.

Source: Shoreline Metro, 2025; Bay-Lake Regional Planning Commission, 2025

Shoreline Metro sets a Transit Asset Management performance target to allow for 13% of revenue vehicles to pass beyond useful life. Shoreline Metro is actively replacing five heavy duty buses using Congestion Mitigation and Air Quality (CMAQ) funds. In addition, Shoreline Metro sets the TAM performance target to allow for 0% of non-revenue vehicles to pass beyond useful life.

Implementation of on-demand service may require the procurement of smaller, demand-responsive vehicles. The timing and scale of these purchases should be guided by ridership trends, service performance, and overall cost-effectiveness.

Other Recommendations

Mid-Course Review

A "mid-course review" of the TDP should be conducted in 2028. This will allow the TDP to be a more flexible document in terms of being open to potential opportunities that may present themselves before the next TDP is prepared. This review could include additional routing revisions to respond to land use and transportation changes in the transit service area or change economic circumstances that warrant reexamination of the fare structure. Of course, the TDP can be amended at any time as changing conditions warrant.

Financial Plan

This section discusses the various funding sources utilized by Shoreline Metro and lays out a financial plan for implementing on-demand transit service. Shoreline Metro's total operating expenses in 2025 were $4,392,527. Operating revenues contributed $833,903, supplemented by federal and state transit assistance programs and local funding contributions. The 2025 funding structure includes $1,655,740 in Section 5307 federal funding, $756,321 in Wisconsin State Section 85.20 funding, $49,474 in Section 85.205 funding, and $1,089,412 in local share contributions. Residual CARES funding totaling $7,677 also supported transit operations during the year. Table 14 below projects Shoreline Metro's operating revenues throughout the duration of this TDP period. These projections do not include any major changes to the current transit service**.** The following assumptions were applied to these projections:

- A 2% annual inflation rate to account for increases in labor, fuel, maintenance, utilities, and other services.
- Passenger revenues and intergovernmental funding sources were also projected to increase modestly over the planning period.
- CARES Act funding is assumed to expire after 2025 and is not included in future projections.
- Local share contributions are projected to increase incrementally as needed to maintain balanced operating budgets.

Table 14: Current and Projected Operating Funding Sources for the Existing Transit System

Funding Source	2025	2026	2027	2028	2029	2030
Section 5307 Funding	$1,655,740	$1,635,700	$1,619,343	$1,603,343	$1,587,119	$1,571,248
WisDOT 85.20	$756,321	$748,758	$741,271	$733,859	$726,521	$719,256
WisDOT 85.205	$49,474	$50,463	$51,472	$52,501	$53,551	$54,622
CARES Act/ARPA	$7,677	$0	$0	$0	$0	$0
Revenues	$833,903	$850,581	$867,593	$884,945	$902,644	$920,697
Local Share Contributions	$1,089,412	$1,111,200	$1,133,424	$1,156,092	$1,179,213	$1,202,797

Source: Shoreline Metro, 2025; Bay-Lake Regional Planning Commission, 2026

Funding Source Descriptions

The following funding programs comprise the primary sources of operating assistance for Shoreline Metro:

- Section 5307 Funding is provided by the federal government for transit capital, operating, and planning-related assistance in urbanized areas. Formula allocations are based on population, low-income population, and population density.
- WisDOT 85.20 Funding provides operating cost assistance to Wisconsin transit systems operating public transportation services, including fixed-route bus, share-ride taxi, rail, or other conveyance. Funding appropriations are determined through a statewide formula program.

- WisDOT 85.205 Funding provides state assistance for ADA paratransit services for individuals who are unable to use fixed-route transit services.
- The Coronavirus Aid, Relief, and Economic Security (CARES) Act and the American Rescue Plan Act (ARPA) provided temporary financial assistance to transit agencies in response to the COVID-19 pandemic. These funds are expected to expire after 2025.

Financial Plan with On-Demand Service

As discussed in the recommendations section, transitioning weekday evening and Saturday service on Routes 3, 5, 7, and 10 to an on-demand service model is expected to improve overall service efficiency while reducing operating costs for Shoreline Metro.

Based on the financial analysis, the recommended weekday evening and Saturday service modifications are projected to generate a combined annual net savings of approximately $65,000 beginning in 2027. These savings reflect reductions in fixed-route operating expenses offset by the estimated operating and administrative costs associated with implementing on-demand transit service.

These savings have been incorporated into a financial forecast beginning in 2027. The financial forecast assumes that Shoreline Metro will utilize existing fleet resources, including available paratransit vehicles, minimizing initial capital investment requirements.

In addition to direct operating savings, the proposed service model may provide secondary financial benefits through reduced fuel consumption, decreased wear on fixed-route vehicles, and more efficient allocation of service resources. Table 15 below displays the projected operation funding with On-Demand Service.

Table 15: Projected Operating Funding with On-Demand Service

Funding Source	2025	2026	2027	2028	2029	2030
Section 5307	$1,655,740	$1,635,700	$1,619,343	$1,603,150	$1,587,119	$1,571,248
WisDOT 85.20	$756,321	$748,758	$741,271	$733,859	$726,521	$719,256
WisDOT 85.205	$49,474	$50,463	$51,472	$52,501	$53,551	$54,622
CARES Act/ARPA	$7,677	$0	$0	$0	$0	$0
Revenues	$833,903	$850,581	$867,593	$884,945	$902,644	$920,697
Local Share Contributions	$1,089,412	$1,119,479	$1,065,789	$1,083,450	$1,101,564	$1,120,025

Source: Shoreline Metro, 2025; Bay-Lake Regional Planning Commission, 2026

Impact on Federal Operating Assistance

Because of changes in funding at the federal and state levels, 5307 funds are projected to decrease by approximately 1% each year through the planning horizon. However, because the recommendation maintains public transit service through on demand service rather than eliminating service entirely, major reductions in Section 5307 funding are not anticipated. Furthermore, on demand service remains eligible for federal transit assistance, and may continue

contributing to future formula funding calculations. As a result, the financial analysis does not assume major decreases in federal funding aside from the anticipated budget reforms.

Impact on State Operating Assistance

Similar to federal funding, Section 85.20 funds are also projected to see a roughly 1% decrease throughout the planning horizon. Because these funds are tied to operating expenses, an additional slight reduction in state funding is anticipated following implementation of the service changes (~1% reduction). However, this reduction is expected to be limited, as the overall funding structure remains stable and demand for transit service continues within the community. Any decrease in state operating assistance is projected to be smaller than the reduction in total operating expenses, resulting in a net positive financial impact on the system.

Impact on Local Share Contributions

The most direct financial benefit of the proposed service modifications is improved operational efficiency and a reduction in overall operating costs. By aligning service delivery more closely with actual demand, Shoreline Metro can help moderate future increases in local funding requirements compared to maintaining the existing service structure. However, local contributions may still need to increase over time due to potential reductions in federal and state transit funding.

In addition, on-demand service models often support higher fare levels than traditional fixed-route services, which can generate additional revenue to help offset operating expenses. Overall, the recommended service strategy improves financial sustainability by enhancing cost efficiency, preserving mobility options for riders, and positioning Shoreline Metro to better manage future financial pressures while maintaining the flexibility to reinvest available resources into service improvements, capital needs, or expanded mobility programs.

Implementation Strategy

The following is a recommended implementation strategy for elements in this TDP:

2027

- Develop detailed service design for on-demand pilot program.
- Coordinate with Town of Sheboygan officials regarding potential local funding participation.
- Continue replacing heavy-duty buses using CMAQ funding.
- Implement on-demand pilot program in late 2027.

2028

- Continue operation and monitoring of on-demand pilot program.
- Evaluate ridership trends, wait times, productivity, and customer feedback from pilot operations.

- Implement Route 5S extension to the southern industrial park if funding and operational analysis support implementation.
- Begin implementation planning for Route 7S residential growth area extension.
- Begin implementation of Route 3N extension into the Town of Sheboygan.
- Evaluate need for procurement of smaller demand-response vehicles if pilot demand exceeds existing fleet capacity.

2029

- Conduct formal mid-course review of the Transit Development Plan.
- Implement Route 7S extension to new residential development areas.
- Continuing fleet replacement planning consistent with TAMP targets.
- Assess financial sustainability of on-demand service operations.

2030

- Continue monitoring and refinement of on-demand service operations.
- Implement Route 20 extension to County Highway TT industrial park if funding and ridership projections support expansion.
- Assess need for additional vehicles to support expanded evening or on-demand operations.
- Review fare structure and determine whether fare adjustments are necessary based on operating conditions and funding availability.

Appendix A: Community Survey Flyer

Have Your Voice Heard!

Help Improve Public Transportation in the Sheboygan Area

The Shoreline Metro Transit Development Plan is our roadmap for the next five years. It shows how we'll improve the bus system, spend money wisely, and keep up with the growing demand for public transportation.

We're starting by learning more about how the community uses the bus service, and how it can be improved. Your feedback is confidential and will only be used for this planning effort.

Scan the QR code, or visit the link below to take the survey!

https://arcg.is/1zDffT1

Who is Bay-Lake RPC?

BAY LAKE Regional Planning Commission | Since 1972

Bay-Lake Regional Planning Commission is a multi-service agency within Wisconsin that provides a variety of federal, state, and local programs. The Bay-Lake RPC is a public agency established similar to a municipality and provides a range of planning services to member local governments in northeast Wisconsin.

Appendix B: Public Survey Comments

Respondents of the public survey were given the opportunity to share additional comments or suggestions. These responses have been edited for formatting purposes only.

1) *Staff at the transfer site to assist people in between routes, to assist with students, keep general population of riders from becoming unhinged is appreciated.*

2) *Shorter time between buses on route 20.*

3) *Add a route from the quarry to Weeden Creek Rd not stopping at transfer point two buses one North one south the Southside one would turn around by old Wisconsin and go north and the Northside on turn around by the quarry. It would help those who would help the people that work out by county J.*

4) *I need a bus that goes to and from Milwaukee Mitchell Airport and Milwaukee Intermodal when I need to catch a bus from the Intermodal to O'Hare airport or the train to Chicago. Thank you for your consideration on this important public service.*

5) *Very glad Sheb. has buses at all. I really understand complications expanding service. Thank you for adding bike racks to buses.*

6) *Need more help for homeless in the community. Need more for kids/teens to do. -This will better help the community, including the metro.*

7) *Expanded service times and area covered.*

8) *I appreciate that students are able to ride the bus for free, which can help get to and from school. I believe the hours that they can ride for free should be extended, as how they are now, youth are not able to attend after school activities and still ride the bus home with their student pass. This limits involvement in prosocial and supervised activities if they do not have reliable transportation home. Although they can get punch cards for after that time, this can still sometimes be a barrier. Having later/earlier bus options for folks who work 3rd shift would also be beneficial.*

9) *The reason I checked that buses don't work well for visitors is that 1) visitors pay cash fares and you eliminated transfers, making their fare essentially doubled; and 2) bus drivers no longer sell day passes, a smart convenience for visitors. These things make the buses unfriendly for any visitor, but also for engaging potential new riders!*

10) The drivers are very helpful.

11) It would be great to see a route go to the northside Walmart and Olive Garden and the new shopping area that will be built out there. What I really need is later bus service on Saturdays for my work schedule.

12) I do often see the bus empty. Maybe Sheboygan is still an old school community. I wanted to take the bus years ago when Aurora tried to provide. I lived on N27th 1/2 block from North Ave. it would have taken an hour to get to work. And didn't look into getting home as I worked PM.

13) Get rid of the bus service and save tax dollars.

14) It would be helpful to have a route that visits Menards and the Northside Walmart. It would be even better if it went to Howards Grove High School and Lakeland University. A southbound route that went to Best Buy would also be appreciated since walking there from Home Depot feels dangerous with the traffic. I walk to work, but I would use the bus more to get to where I need, and visit more Sheboygan shops and restaurants, if it ran later on Saturdays and on Sundays.

15) Town of Sheboygan Deer Trace - better options. Evening pickups once an hour, service ends too early, Saturday morning service not early enough, ends too soon - kids participate in community recreation. Significant collaboration needed between community recreation, school extracurriculars to realistically provide "equal" opportunities and access. Bus and robust bike program.

16) As an agency, we have noticed not having the bus line going past the northside Walgreens creates a barrier. There are many resources on the northside of Sheboygan that aren't accessible by bus, for example, Mary's Room and St. Vincent de Paul. It also eliminates a lot of job opportunities for clients because they aren't able to access the northside for employment. I also think having later bus times would be beneficial for those who work later hours or second shift. We notice clients have to look for jobs that are hiring for first shift due to relying on the bus as transportation and first shift hours aren't always guaranteed or available. Another suggestion (unsure how realistic it is though) would be to lower the bus fare. Coming up with $3/day or $48/month can be a barrier for some people and in order to earn money through employment, they oftentimes rely on the bus system to gain employment. It can create a cyclical effect and a barrier to meet basic needs. Thank you for all you do!

17) More routes to Deertrace Shopping Center.

18) *It is important for people who take public transportation to be able to access the Shipping Mill when they are looking for jobs. The shipping mill is the only place in Sheboygan that does fingerprinting and having to walk there from the closest bus stop in bad weather, with children, with groceries, etc. is not feasible. I understand it is not always required for jobs, but for a majority of background checks, it is.*

19) *Town of Sheboygan.*

20) *-Service from 5am-11pm would be nice. Could do departures once an hour from 5am-8am then every half hour until 6pm then back to every hour until 11pm -Service to the DMV -Service to St. Vincent De Paul/North Side Walmart -Service to Best Buy/Home Depot/Target/Game Stop area by the south side Walmart.*

21) *I used to take the bus, but there are many others and I tried to support and want to see the buses still run like they used to years ago.*

22) *More routes from Sheboygan Falls directly to Kohler which would make a first shift worker the ability to be at work at 6 or 7 am and the ability for a bus to go to Kohler if you work in the hospitality section between 9am and 11 am. The same would hold true to get back home at 9:30 pm or 10:30 pm. More stops from falls to deer trace and not such long waits to get back to falls.*

23) *Port Washington.*

24) *Better Saturday service would be great. Sunday routes that can get people to church. Would be nice if a bus would go to the north side of town.*

25) *We need access to the North Side of town. At least to St. Vincent De Paul and Mary's Room.*

26) *Thank you for making public transportation a priority in Sheboygan. Although our family does not use public transportation presently, I have in the past years.*

Prepared by:

Bay-Lake Regional Planning Commission

1861 Nimitz Drive, De Pere, WI 54115

Bay-Lake Regional Planning Commission Staff

Brandon Robinson,
Executive Director

Sidney Swan,
Assistant Director

Raquel Orta,
Managerial Assistant

Lydia Bernhoft,
Environmental Planner

Heena Bhatt, *
Principal Transportation Planner

Natalie Blackert,
GIS Specialist

Madison Stolen,
Community Assistance Planner

Bryce Thompson, *
Transportation Planner

*Project Contributors

BAY LAKE
Regional Planning Commission | Since 1972

SHORELINE METRO

CITY OF SHEBOYGAN
RESOLUTION 75-26-27

BY ALDERPERSONS MITCHELL, BOORSE, AND DEKKER.

AUGUST 17, 2026.

A RESOLUTION accepting and approving the Public Transportation Agency Safety Plan (2026).

WHEREAS, the Public Transportation Agency Safety Plan final rule (49 C.F.R, Part 673) requires certain operators of public transportation systems that are recipients or subrecipients of Federal Transit Administration grant funds to develop safety plans that include the processes and procedures for implementing safety management systems; and

WHEREAS, Shoreline Metro is required to develop a safety plan in order to comply with 49 C.F.R. Part 673; and

WHEREAS, the Transit Commission has accepted and approved the attached Public Transportation Agency Safety Plan (2026) (the "Safety Plan").

NOW, THEREFORE, BE IT RESOLVED: That the City of Sheboygan Common Council hereby accepts and approves the attached Safety Plan.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL _____.

Presiding Officer	Attest
_____	_____
Ryan Sorenson, Mayor, City of Sheboygan	Meredith DeBruin, City Clerk, City of Sheboygan

Public Transit Agency Safety Plan, 2025

SHORELINE METRO

BAY LAKE
Regional Planning Commission | Since 19

49 CFR 673.11(d)

A State must draft and certify a Public Transportation Agency Safety Plan on behalf of any small public transportation provider that is located in that State. A State is not required to draft a Public Transportation Agency Safety Plan for a small public transportation provider if that transit agency notifies the State that it will draft its own plan. In each instance, the transit agency must carry out the plan. If a State drafts and certifies a Public Transportation Agency Safety Plan on behalf of a transit agency, and the transit agency later opts to draft and certify its own Public Transportation Agency Safety Plan, then the transit agency must notify the State. The transit agency has one year from the date of the notification to draft and certify a Public Transportation Agency Safety Plan that is compliant with this part. The Public Transportation Agency Safety Plan drafted by the State will remain in effect until the transit agency drafts its own Public Transportation Agency Safety Plan.

Transit Agency Information

TRANSIT AGENCY INFORMATION

	Name	Address
Transit Agency	Shoreline Metro	608 S Commerce St Sheboygan, WI 53081
	Name	**Title**
Accountable Executive	Derek Muench	Director of Transit & Parking
Chief Safety Officer	Valentine “Bud” Schultz	Safety & Training Coordinator

Mode(s) of Service Covered by This Plan:	**List All FTA Funding Types (e.g., 5307, 5337, 5339):**
Fixed Route and Paratransit Service	5307, 5310, 5339, CMAQ

Mode(s) of Service Provided by the Transit Agency (Directly operated or contracted service)
Fixed Route – Directly Operated
Paratransit – Directly Operated

Does the agency provide transit services on behalf of another Transit Agency or entity?	**Yes**	**No**	**Description of Arrangement(s)**
		X	

PLAN DEVELOPMENT, APPROVAL, AND UPDATES

Approval by Safety Committee	**Approving Entity**	**Date of Approval**
	Shoreline Metro Safety Advisory Committee	xx/xx/2026
Approval by Safety Committee	Kate McEwan_____ Julia DuBois_____ Brian Wheeler_____ Noah Wilterdink_____	
Approval by Board of Directors (or Equivalent)	**Approving Entity**	**Date of Approval**
	Sheboygan Transit Commission	
	Members	
	Mayor Ryan Sorenson (Chair)	
	Roy Kluss (Vice-Chair)	
	Alderperson Dean Dekker	
	Alderperson Susan Boorse	
	Alderperson Trey Mitchell	
	Emily Hening	
	VACANT	
	Kurt Zempel	
	Taylor Zeinert	
Certification by Accountable Executive of Compliance with Part 673	**Signature**	*Date of Signature*
		xx/xx/2026

Shoreline Metro has developed and adopted this Public Transportation Agency Safety Plan (PTASP) to comply with 49 CFR Part 673, the FTA regulation established by Section 5329(d) of the Moving Ahead for Progress in the 21st Century (MAP-21) Act, which was signed into law by President Barack Obama on July 6, 2012. This plan will be re-approved by the Accountable Executive and the Sheboygan Transit Commission upon updating this PTASP.

Activity Log

Version Number and Updates
Complete history of successive versions of this plan

Version No.	Section/Pages Affected	Reason for Change	Date Issued
1	Entire Document	Creation and adoption of Plan	9/22/2020
2	Entire Document	Edits suggested by PTASP TAC	11/23/2020
3	Entire Document	Edits suggested by PTASP TAC	1/22/2021
4	Chapters 3 & 4	Edits suggested by PTASP TAC	2/1/2021
5	Entire Document	Adoption of revised Plan	2/16/2021
6	Entire Document	Revisions of Plan based off Bipartisan Infrastructure Law	5/10/2022
7	Appendices B,G, H	Revisions of Plan to Update Appendices B,G and H	11/15/2022
8	Entire Document	Review & Acceptance by Shoreline Metro Safety Committee	11/19/2022
9	Entire Document	Adoption of Revised Plan	11/29/2022
10	Entire Document	Revisions of Plan based off FTA Final Rule dated 4/9/24	07/3/2024
11	Entire Document	Review & Acceptance by Shoreline Metro Safety Committee	
12	Entire Document	Adoption of Revised Plan	

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Definitions and Acronyms

The following definitions may be used throughout the document, and correspond to the definitions provided in 49 CFR 673.5:

- **Accountable Executive** means a single, identifiable individual who has ultimate responsibility for carrying out the Public Transportation Agency Safety Plan (as defined below) of a transit agency; responsibility for carrying out the transit agency's Transit Asset Management Plan (as defined below); and control or direction over the human and capital resources needed to develop and maintain both the transit agency's Public Transit Agency Safety Plan, in accordance with 49 U.S.C. 5329(d), and the transit agency's Transit Asset Management Plan in accordance with 49 U.S.C. 5326.
- **Assault on a transit worker** means, as defined under 49 U.S.C. 5302, a circumstance in which an individual knowingly, without lawful authority or permission, and with intent to endanger the safety of any individual, or with a reckless disregard for the safety of human life, interferes with disables, or incapacitates a transit worker while the transit worker is performing the duties of the transit worker.
- **CDC** means the Centers for Disease Control and Prevention of the United States Department of Health and Human Services.
- **Chief Safety Officer** means an adequately trained individual who has responsibility for safety and reports directly to a transit agency's chief executive officer, general manager, president, or equivalent officer. A Chief Safety Officer may not serve in other operational or maintenance capacities, unless the Chief Safety Officer is employed by a transit agency that is a small public transportation provider as defined in this part, or a public transportation provider that does not operate a rail fixed guideway public transportation system.
- **Direct recipient** means an entity that receives Federal financial assistance directly from the Federal Transit Administration.
- **Emergency** means, as defined under 49 U.S.C. 5324, a natural disaster affecting a wide area (such as a flood, hurricane, tidal wave, earthquake, severe storm, or landslide) or a catastrophic failure from any external cause, as a result of which the Governor of a State has declared an emergency and the Secretary has concurred; or the President has declared a major disaster under section 401 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5170).
- **Equivalent entity** means an entity that carries out duties similar to a Board of Directors, for a recipient or subrecipient of FTA funds under 49 U.S.C. Chapter 53, including sufficient authority to review and approve a recipient or subrecipient's Public Transportation Agency Safety Plan.
- **FTA** means the Federal Transit Administration, an agency within the United States Department of Transportation.
- **Hazard** means any real or potential condition that can cause injury, illness or death; damage to or loss of the facilities, equipment, rolling stock or infrastructure of a public transportation system; or damage to the environment (as defined below).

- **Injury** means any harm to persons as a result of an event that requires immediate medical attention away from the scene.
- **Investigation** means the process of determining the causal and contributing factors of a "safety event" (as identified below), for the purpose of preventing recurrence and mitigating safety risk.
- **Joint labor-management process** means a formal approach to discuss topics affecting transit workers and the public transportation system.
- **Large urbanized area provider** means a recipient or subrecipient of financial assistance under 49 U.S.C. 5307 that serves an urban area with a population of 200,000 or more as determined by the most recent decennial Census.
- National Public Transportation Safety Plan means the plan to improve the safety of all public transportation systems that receive federal financial assistance under 49 U.S.C. Chapter 53.
- **Near-miss** means a narrowly avoided safety event.
- **Operator of a public transportation system** means a provider of public transportation.
- **Performance Measure** means an expression based on a quantifiable indicator of performance or condition that is used to establish targets and to assess progress toward meeting the established targets.
- **Potential consequence** means the effect of a hazard
- **Public transportation** means, as defined under 49 U.S.C. 5302, regular, continuing shared-ride surface transportation services that are open to the general public or open to a segment of the general public defined by age, disability, or low income; and does not include:
  - A. Intercity passenger rail transportation provided by the entity described in 49 U.S.C. Chapter 243 (or a successor to such entity);
  - B. Intercity bus service;
  - C. Charter bus service;
  - D. School bus service;
  - E. Sightseeing service;
  - F. Courtesy shuttle service for patrons of one or more specific establishments; or
  - G. Intra-terminal or intra-facility shuttle services.
- **Public Transportation Agency Safety Plan** means the documented comprehensive agency safety plan for a transit agency that is required by 49 U.S.C. 5329 and this part.
- **Recipient** means a State or local governmental authority, or any other operator of a public transportation system, that receives financial assistance under 49 U.S.C. Chapter 53.
- **Safety Assurance** means processes within a transit agency's Safety Management System that function to ensure the implementation and effectiveness of safety risk mitigation, and to ensure that the transit agency meets or exceeds its safety objectives through the collection, analysis and assessment of information.
- **Safety Committee** means the formal joint labor-management committee on issues related to safety that is required by 49 U.S.C. 5329 and this part.

- **Safety event** means an unexpected outcome resulting in injury or death; damage to or loss of the facilities, equipment, rolling stock, or infrastructure of a public transportation system; or damage to the environment.
- **Safety Management Policy** means a transit agency's documented commitment to safety, which defines the transit agency's safety objectives and the accountabilities and responsibilities for the management of safety.
- **Safety Management System (SMS)** means the formal organization-wide approach to managing safety risk and assuring the effectiveness of a transit agency's safety risk mitigation. SMS includes systematic procedures, practices and policies for managing hazards and safety risk.
- **Safety Management System (SMS) Executive** means a Chief Safety Officer or an equivalent.
- **Safety Performance Target** means a quantifiable level of performance or condition, expressed as a value for measure, related to safety management activities, to be achieved within a specified time period.
- **Safety Promotion** means a combination of training and communication of safety information to support SMS as applied to the transit agency's public transportation system.
- **Safety risk** means the composite of predicted severity and likelihood of a potential consequence of a hazard.
- **Safety Risk Assessment** means the formal activity whereby a transit agency determines Safety Risk Management priorities by establishing the significance or value of its safety risk.
- Safety Risk Management means a process within the transit agency's Public Transportation Agency Safety Plan for identifying hazards and analyzing, assessing and mitigating the safety risk of their potential consequences..
- **Safety risk mitigation** means a method or methods to eliminate or reduce the severity and/or likelihood of a potential consequence of a hazard.
- **Safety set-aside** means the allocation of not less than 0.75 percent of assistance received by a large urbanized area provider under 49 U.S.C. 5307 to safety-related projects eligible under 49 U.S.C. 5307.
- **Small Public Transportation Provider** means a recipient or subrecipient of federal financial assistance under 49 U.S.C. 5307 that has one hundred (100) or fewer vehicles in peak revenue service across all non-rail fixed route modes or in any one non-fixed route mode and does not operate a rail fixed guideway public transportation system.
- **State** means a State of the United States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, Guam, American Samoa, and the Virgin Islands.
- **State of Good Repair** means the condition in which a capital asset is able to operate at a full level of performance.
- **State Safety Oversight Agency** means an agency established by a State that meets the requirements and performs the functions specified by 49 U.S.C. 5329(e) and (k) and the regulations set forth in 49 CFR part 674.
- **Transit agency** means an operator of a public transportation system. that is a recipient or subrecipient of Federal financial assistance under 49 U.S.C. 5307 or a rail transit agency.

- **Transit Asset Management Plan** means the strategic and systematic practice of pro operating, inspecting, maintaining, rehabilitating and replacing transit capital assets to manage their performance, risks and costs over their life cycles, for the purpose of providing safe, cost-effective and reliable public transportation, as required by 49 U.S.C. 5326 and 49 CFR Part 625.
- **Transit worker** means any employee, contractor, or volunteer working on behalf of the transit agency.
- **Urbanized area** means, as defined under 49 U.S.C. 5302, an area encompassing a population of 50,000 or more that has been defined and designated in the most recent decennial census as an urban area by the Secretary of Commerce.

In addition, the following acronyms may be used throughout the document:

- **BIL** - Bipartisan Infrastructure Law
- **CFR** - Code of Federal Regulations
- **CSO** - Chief Safety Officer
- **FAST** - Fixing America's Surface Transportation Act
- **ISTEA** - Intermodal Surface Transportation Equity Act of 1991
- **MAP-21** - Moving Ahead for Progress in the 21st Century Act
- **NTD** - National Transit Database
- **PTASP** - Public Transit Agency Safety Plan
- **SAFETEA-LU** - Safe, Accountable, Flexible, Efficient, Transportation Equity Act: A Legacy for Users
- **SMS** - Safety Management System
- **SOP** - Standard Operating Procedure
- **TAM** - Transit Asset Management
- **TEA-21** - Transportation Equity Act for the 21st Century
- **TMI** - Transit Mutual Insurance
- **U.S.C.** - United States Code

Background

The Moving Ahead for Progress in the 21st Century Act (MAP-21) and subsequent federal transportation acts grant the Federal Transit Administration (FTA) the authority to establish and enforce a comprehensive regulatory framework to oversee the safety of public transportation throughout the United States. As a component of this safety oversight framework, MAP-21, the Fixing America's Surface Transportation (FAST) act, and the Bipartisan Infrastructure Law (BIL) require certain recipients of FTA Chapter 53 funding to develop and implement a Public Transportation Agency Safety Plan (PTASP).

In addition to greater safety oversight responsibilities, BIL's grant of expanded regulatory authority puts FTA in a position to provide guidance to transit agencies that strengthens the use of safety data to support management decisions, improves the commitment of transit leadership to safety, and fosters a culture of safety that promotes awareness and responsiveness to safety risks. The framework to this approach is called a safety management system (SMS), which moves the transit industry toward a more holistic, performance-based approach to safety. The SMS framework has been adopted by FTA in its National Public Transportation Safety Plan ("national safety plan").

The PTASP for Shoreline Metro supports and is consistent with an SMS approach to safety risk management. SMS is an integrated collection of policies, processes and behaviors meant to ensure a formalized, proactive and data-driven approach to safety risk management. The aim of an SMS is to increase the safety performance of transit systems by proactively identifying, assessing and controlling safety risks. The approach is meant to be flexible and scalable, so that transit agencies of all types and sizes can efficiently meet the basic requirements of the current transportation act, BIL. The PTASP for Shoreline Metro addresses the following elements, outlined in Table 1 (below):

Table 1: Elements of a Public Transportation Agency Safety Plan (PTASP)

Element	Definition
Safety Management Policy Statement	A policy statement establishing senior management commitment to continual safety improvement and inclusion of frontline transit worker representatives in those safety improvements, signed by the executive accountable for the operation of the agency and the board of directors. This Policy shall be communicated throughout the transit agency's organization.
Document Control	A description of the regular annual process used to review and update the plan, including a timeline for implementation of the process.
Core Safety Responsibilities	A description of the responsibilities, accountabilities, and authority of the accountable executive, the key safety officers, and key members of the safety management team.
Safety Training Program	A description of the comprehensive safety training program for agency staff that ensures that staff are trained and competent to perform their safety duties.
Safety Risk Management	A description of the formal processes the agency uses to identify hazards, analyze and assess safety risks, and develop, implement and evaluate risk controls.
Safety Risks	A description of the most serious safety risks to the public, personnel, and property.
Risk Control	A description of the risk control strategies and actions that the agency will undertake to minimize exposure of the public, personnel, and property to hazards, including a schedule for implementing the risk control strategies and the primary entity responsible for each strategy.
Safety Assurance	A list of defined safety performance indicators for reaching priority risk and associated targets the agency will use to determine if it is achieving the specified safety goals.
Desired Safety Outcomes	A description of desired safety outcomes for each risk using the measurable safety performance indicators established.

Chapter 1: Safety Policies and Procedures

Section 1.1 Commitment to Safety

Safety is a core value of Shoreline Metro, and managing safety is a core business function of the transit system. Shoreline Metro is committed to developing, implementing, maintaining and continuously improving processes to ensure the safety of its customers, employees and the public. Shoreline Metro will use safety management processes to direct the prioritization of safety and allocate its organizational resources (people, processes and technology) in balance with its other core business functions. Shoreline Metro aims to support a robust safety culture and achieve the highest level of safety performance, meeting all established safety standards.

All levels of management and all frontline employees are accountable for the delivery of the highest level of safety performance, starting with the Director of Shoreline Metro.

Shoreline Metro is committed to:

- **Executive Commitment to Safety**: Executive Management will lead the development of an organizational culture that promotes safe operations and provides appropriate resources to supporting this core management function through fostering and ensuring safe practices, improving safety when needed, and encouraging effective employee safety reporting and communication. Shoreline Metro will hold executives, managers and all employees accountable for safety performance.

- **Communication and Training**: Employee engagement is crucial to a functioning safety management system (SMS). Communication systems will be put in place to enable greater awareness of Shoreline Metro's safety objectives and safety performance targets as well as to provide ongoing safety communication up, down and across the organization. All levels of management must proactively engage employees and work to keep the lines of safety communication honest and open. All employees will be made aware of Shoreline Metro's SMS and will be trained in safety reporting procedures. The development and subsequent updates to the PTASP will be in cooperation with frontline transit worker representatives.

- **Responsibility and Accountability**: All levels of management will be responsible for delivering safe and quality transit services that represent Shoreline Metro's performance of its SMS. Managers will take an active role in the Safety Risk Management (SRM) process and ensure that Safety Assurance (SA) functions are supported. Managers are responsible for ensuring that SRM is being performed in their operational areas of control to assure that the safety risk associated with safety hazards is assessed and mitigated. Safety performance will be an important part of performance evaluations for Shoreline Metro managers and employees.

- **Responsibility of Employees and Contractors**: All employees and contractors will support safety management by ensuring that hazards are identified and reported.

- **Employee Reporting**: Executive management will establish a safety reporting program as a viable tool for employees to voice their safety concerns. All frontline transit employees will be responsible for utilizing this program as part of the SMS. No action will be taken against any employee who communicates a safety condition through the Shoreline Metro safety reporting program unless such disclosure indicates the following: an illegal act, gross misconduct or negligence, or a deliberate or willful disregard of Shoreline Metro rules, policies and procedures. Frontline transit worker representatives will be made aware of any reported safety concerns submitted to executive management.

- **Performance Monitoring and Measuring**: Shoreline Metro will establish realistic measures of safety performance and will establish annual safety performance targets to ensure continual improvement in safety performance. Managers will verify that the safety risk mitigations put in place are appropriate and effective.
- **Review and Evaluation**: Shoreline Metro will measure SMS performance by: analyzing key safety performance indicators; reviewing inspections, investigations and corrective action reports; and auditing the processes that support the SMS. These activities will become the basis for revising or developing safety objectives, safety performance targets and plans with the goal of continuous safety improvement.

Other polices and plans that detail specific safety related topics at Shoreline Metro are listed below. These are in addition to any measures implemented in the PTASP. When polices are updated, all employees will receive a new written copy of the policy.

- Transit Employees Approach Manual (T.E.A.M.) on Departmental Policies, Procedures and Best Practices
- Security Assessment Program
- City Emergency Operations Plan
- City Anti-Harassment
- Drug & Alcohol Policy
- Prescription Drug Policy
- Drug-Free Workplace Policy
- Preventative Maintenance Program
- Paratransit Program
- Labor Agreement

Section 1.2 Annual PTASP Review and Update

Shoreline Metro management (including the Safety Manager) will review the PTASP annually by June 15 and update the document as necessary. Any updates made will be presented to the Accountable Executive for review who will then forward the document to the Sheboygan Transit Commission for approval at its meeting the third Tuesday in July to allow the agency to timely submit to any annual or other periodic reviews, including its annual self-certification of compliance which certifies that Shoreline Metro and all applicable subrecipients are in compliance with the requirements of the Federal Transit Administration's Public Transportation Agency Safety Plans regulations [49 CFR Part 673]. At a minimum, annual self-certification will consist of both the Accountable Executive and Board of Directors (Sheboygan Transit Commission) signing and dating this document.

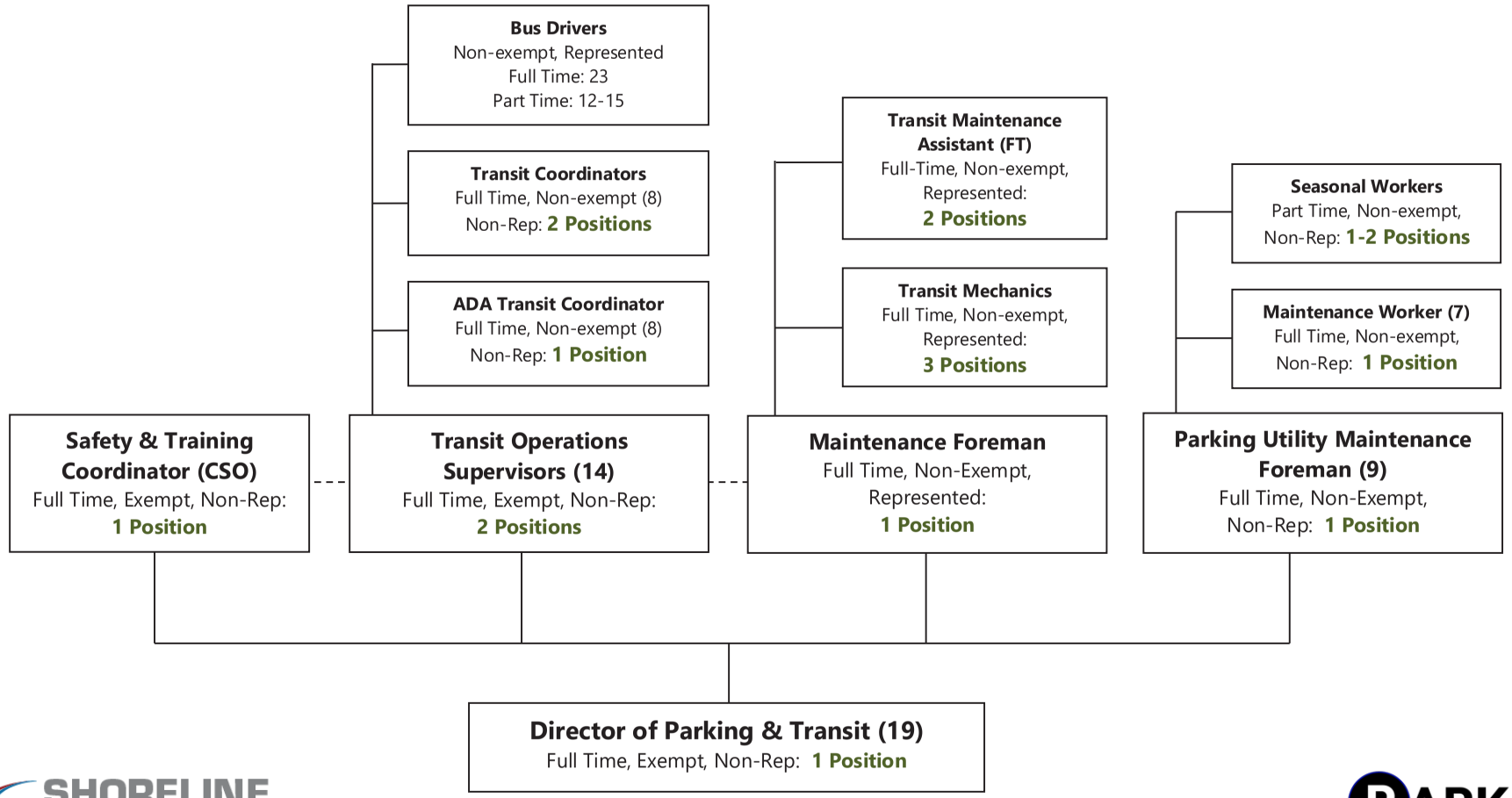
Frontline transit employees representatives and all Shoreline Metro staff and contractors, as well as all others, are furnished with a copy of this plan and are able to make suggestions of changes to the plan to the Accountable Executive or CSO at any time. The CSO conducts quarterly safety meetings where staff is able to discuss safety and this plan.

Table 2: Transit & Parking Utility Table of Organization (TOC) - January 2026

Parking & Transit Utility Table of Organization (TOC)

City of Sheboygan

JANUARY 2026



Section 1.3 Organization Structure and System Safety Responsibilities

While the Accountable Executive has the ultimate responsibility for Shoreline Metro's implementation of its PTASP, Shoreline Metro's executive management has the overall responsibility of safe and secure operations of Shoreline Metro and contract service operators. Each employee is required to carry out specific safety responsibilities, depending on the employee's position, in compliance with the PTASP.

The information provided in the Staff Safety Roles and Responsibilities table (Appendix A) describes each position and general system safety responsibilities, and the agency's reporting structure.

Chapter 2: Safety Risk Management

Section 2.1 Hazard Identification

Establishing an effective hazard identification program is fundamental to safety management at Shoreline Metro. Hazard identification can come from many sources, including FTA, manufacturers, safety bulletins, and public reports on safety information. Hazard identification can be reactive or proactive in nature: safety event reporting, incident investigation, and trend monitoring are essentially reactive; other hazard identification methods proactively seek feedback through data collection, observation and day-to-day operations analysis. Common hazard identification activities include:

- Safety assessments
  - Assessments are conducted in collaboration with the City of Sheboygan Human Resources department, Shoreline Metro, and Transit Mutual Insurance (TMI)
  - TMI safety audit
  - TMI mystery riders approximately 20 times per year
  - Lead Mechanic monitors the facility and rolling stock preventative maintenance schedules to ensure compliance.
- Trend monitoring
  - Shoreline Metro receives reports from TMI regarding trends within our system as well as all the transit systems in the state of Wisconsin.
  - Shoreline Metro receives reports from the City of Sheboygan Human Resources department in regards to current safety trends within City departments.
  - Shoreline Metro analyzes Worker's Comp claims to look for similarities and trends in causes.
  - The Safety Supervisor tracks and categorizes every incident and accident that occurs and trends are discussed quarterly at Safety Meetings. Information is also shared via the Safety Team which is made up of representatives from each division within Shoreline Metro.
- Hazard and safety event reporting (with causal factor analysis)
  - Hazards will be monitored by utilizing Appendices D through F which are updated frequently.
- Safety surveys
  - Employees can report safety concerns, such as poor road conditions or communication issues, either by email, phone or in-person. Suggestions can also be submitted by writing concerns on a piece of paper and placing them in the safety suggestion box located in the break room which will be checked periodically by a Supervisor. Suggestions will then be evaluated by the Safety Team, which includes frontline transit employee representatives. If a suggestion is approved by the Safety Team, it will be brought to the Transit Director for final approval and implementation.
- Safety audits
  - Route qualification audits, which ensure that all operators are qualified to drive all routes.

- Recertification on safe driving techniques.
- Observation audits conducted by an Operations Supervisor riding along with an operator to evaluate their adherence to policy. Observation audits are also done by reviewing video from the bus. Checks are done on the Operator's adherence to safety policies, their uniforms, their customer relation skills and the general operation of the bus. Upon conclusion of the ride along, time is scheduled with the Operator to go over the results and discuss what was done well and what areas could be improved upon.
- Hours of service audits conducted daily when creating Operators driving schedules to ensure no driver is allowed to drive for more than 12.0 hours per day in accordance with department policy.
- The department monitors all applicable employees with a Commercial Driving License (CDL) to ensure up to date and accurate information. Shoreline Metro is in compliance with the Federal Highway Administration's Commercial Driver Licensing Standards. All Bus Operators and Maintenance personal are required to have a CDL in the class required by the state issuing the license.

- Evaluating customer suggestions and complaints.
  - Customer suggestions and complaints can be submitted in one of three ways. Passengers can call the customer service line at (920) 459-3281, by emailing contact@shorelinemetro.com, by requesting to speak with an Operations Supervisor when at the Transfer Station or by calling the Transit Director directly on the Shoreline Metro phone tree at (920) 459-3281.
- Consultation of known data sources:
  - Data, guidance, and other information provided by an oversight authority, including but not limited to FTA, the State, or as applicable, the State Safety Oversight Agency having jurisdiction;
  - Data, guidance, and other information regarding exposure to infectious disease provided by the CDC or a State health authority;
  - Guidelines to prevent or control exposure to infectious diseases provided by the CDC and/or the Wisconsin Department of Health Services; and
  - Safety concerns identified through Safety Assurance activities.

The number of near-misses, known as accident precursor data, is significantly greater than the number of accidents for comparable types of events. The practice of reporting and learning from accident precursor data is a valuable complement to other hazard identification practices. To be successful, hazard identification must take place within a non-punitive and just safety culture. Shoreline Metro employs systematic safety improvements by discovering and learning of potential weaknesses in the system's safety.

Shoreline Metro has also collaborated with the Transportation Safety Administration (TSA) to conduct an evaluation of the system's security and identify any hazards that may need to be addressed.

Subsection 2.1.1 Non-Punitive Reporting Policy

Shoreline Metro is committed to the safest transit operating standards practicable. To achieve this, it is imperative that Shoreline Metro has uninhibited reporting of all safety events that may compromise safe operations. To this end, every employee is responsible for the communication of any information that may affect the integrity of transit safety. Such communication must be completely free of any form of reprisal.

Shoreline Metro will not take disciplinary action against any employee who discloses a safety event. This policy shall not apply to information received by Shoreline Metro from a source other than the employee, or that involves an illegal act, or a deliberate or willful disregard of rules, regulations, or agency policies or procedures. For any transit worker behaviors that may result in disciplinary action, the specific behaviors which the transit worker violated shall be identified.

Shoreline Metro's method of collection, recording, and dissemination of information obtained from transit safety reports has been developed to protect, to the extent permissible by law, the identity of any employee who provides transit safety information.

Section 2.2 Safety Risk Assessment

Once a hazard has been identified, Shoreline Metro will conduct an assessment, using the Risk Assessment Matrix (Appendix D), to determine the potential consequences. A safety risk assessment includes an assessment of the likelihood and severity of the potential consequences of identified hazards, taking into account existing safety risk mitigations, to determine if safety risk mitigation is necessary and to inform prioritization of safety risk mitigations. Factors to be considered include the likelihood of occurrence, the severity of the consequences (should there be an occurrence), the level of exposure to the hazard, and the existing mitigation efforts in place. Shoreline Metro will assess risks subjectively by experienced personnel using a risk assessment matrix. Results of the risk assessment process will help determine whether the risk is being appropriately managed or controlled. If the risks are acceptable, the hazard will continue to be monitored. If the risks are unacceptable, steps will be taken by Shoreline Metro to lower the risk to an acceptable or tolerable level, or to remove, avoid, or otherwise eliminate the hazard.

Section 2.3 Safety Risk Mitigation

The assessment process may indicate that certain hazards have an acceptable level of risk, while others require mitigation to an acceptable or tolerable level. Shoreline Metro will further mitigate risk by completing a hazard assessment log (Appendix E) that can help prioritize safety risks. The level of risk can be lowered by reducing the severity of the potential consequences, likelihood of occurrence, exposure to that risk, or by some combination.

In general, Shoreline Metro will take the following safety actions to mitigate risk – these actions can be categorized into three broad categories, including:

1. **Physical Defenses:** These include objects and technologies that are engineered to discourage, or warn against, or prevent inappropriate action or mitigate the consequences of events (e.g.: traffic control devices, fences, safety restraining systems, transit controls/signals, transit monitoring systems, etc.).
2. **Administrative Defenses:** These include procedures and practices that mitigate the likelihood of accidents/incidents (e.g.: safety regulations, standard operating procedures, personnel proficiency, supervision inspection, training, etc.).

3. **Behavioral Defenses:** These include behavioral interventions through education and public awareness campaigns aimed at reducing risky and reckless behavior of motorists, passengers and pedestrians; factors outside the control of the agency (e.g.: the Zero in Wisconsin campaign).
4. **Infectious Diseases Defenses:** These include interventions aimed at reducing the spread of infectious diseases (e.g.: the installation of UV filtration systems on all buses, the use of Halo-Fogger sanitation spraying systems regularly on buses, and the elimination of reusable physical fare media). Shoreline Metro also follows guidelines from Sheboygan County Health and Human Services and the Centers for Disease Control and Prevention for infectious disease prevention.

Section 2.4 Safety Risk Prioritization

Once a hazard has been identified and the risk level assessed, Shoreline Metro will prioritize safety risks. Appendix E will be used to analyze the transit system as a whole and identify hazards. After hazards have been identified, Appendix F will prioritize these hazards and identify a timeline for corrective action.

Chapter 3: Safety Assurance

Safety assurance provides the necessary feedback to ensure that the SMS is functioning effectively, and that Shoreline Metro is meeting or exceeding its safety objectives. Safety assurance requires a clear understanding of how safety performance will be evaluated, or in other words, what metrics will be used to assess system safety and determine whether the SMS is working properly. Having decided on the metrics by which success will be measured, safety management requires embedding these metrics in the organizational culture and encouraging their use for ongoing performance improvement.

Section 3.1 Defining Safety Goals and Objectives/Outcomes

Setting safety goals and objectives is part of strategic planning and establishment of safety policy for Shoreline Metro. Clearly defining safety goals is the first part in creating a safety performance measurement system.

Safety goals are general descriptions of desirable long-term impacts. Safety goals for Shoreline Metro include the following:

1. Shoreline Metro will utilize a safety management systems framework to identify safety hazards, mitigate risk and reduce casualties and occurrences resulting from transit operations.
2. Shoreline Metro will foster agency-wide support for transit safety by establishing a culture where management is held accountable for safety and everyone in the organization takes an active role in securing transit safety.
3. Shoreline Metro will provide a safe and efficient transit operation by ensuring that all vehicles, equipment and facilities are regularly inspected, maintained and serviced as needed.
4. Shoreline Metro will foster an environment which promotes the safety of transit employees from assaults, verbal or physical abuse, or other actions which decrease the safety of public transit.

Safety objectives or outcomes are more specific statements that define measurable results. Safety objectives or outcomes for Shoreline Metro include the following:

1. Reduce the number of reportable fatalities
2. Reduce the number of reportable injuries
3. Reduce the number of reportable safety events
4. Reduce mean distance between major mechanical failures
5. Increase assessment and analysis of existing personnel, equipment, and procedures to identify and mitigate any potential safety hazards
6. Develop a corrective action plan and mitigation strategies to address identified hazards
7. Maintain a dedicated staff person as the Transit Agency Safety Officer to manage the agency's transit safety program
8. Continue to hold regular transit safety meetings comprised of staff at varying levels, including executives, officers, managers, operators, and maintenance personnel
9. Increase the reporting of near miss occurrences and incidents that would otherwise go unreported
10. Continue to provide employee safety training opportunities and attendance
11. Continue distribution of safety material amongst employees and the general public
12. Continue scheduled preventative maintenance on revenue vehicles

13. Continue scheduled preventative maintenance on equipment
14. Continue scheduled preventative maintenance on ADA equipment
15. Continue scheduled preventative maintenance on facilities

The safety objective or outcome will then be measured by defining specific performance metrics, including a baseline and target, that Shoreline Metro will determine is reasonable.

Section 3.2 Defining Safety Performance Measures

Performance measurement is the regular systematic collection, analysis and reporting of data that track resources used, work produced, and whether specific outcomes were achieved. In other words, it is a tool to quantify and improve performance, and engage and communicate with Shoreline Metro staff and external stakeholders.

The two core functions of performance measurement include monitoring and evaluating progress. Performance can be measured in terms of inputs, outputs, outcomes and efficiency, among other criteria.

Shoreline Metro will utilize these basic principles of performance management, including:

- Stakeholder involvement and acceptance
- Focus on agency goals and activities
- Clarity and precision
- Creditability and robustness
- Variety of measures
- Number of measures
- Hierarchy of measures
- Forward-looking measures
- Integration into agency decision making
- Timely reporting
- Understand agency specifics, including context and scale of operations
- Realism of goals and targets

Subsection 3.2.1 Metrics

System safety data can be collected through a variety of sources, including:

- Near miss information
- Accident investigation reports (with causal factor analysis)
- Internal safety audits (or reviews)
- Safety committee meetings
- Injury reports (including occupational injuries)
- Safety event reports (including accidents, incidents and occurrences)
- System monitoring (including testing and inspection records)

- Hazard management program

These safety data will be analyzed and used for development of key safety performance indicators and targets.

Shoreline Metro will initially focus on areas based on data delivered to the National Transit Database (NTD), including the following:

1. Fatalities
   A. Total number of reportable crashes
   B. Rate of reportable fatalities per total vehicle revenue miles
2. Injuries
   A. Total number of reportable injuries
   B. Rate of reportable injuries per total vehicle revenue miles
3. Safety Events
   A. Total number of reportable safety events
   B. Rate of reportable safety events per total vehicle revenue miles
4. System Reliability
   A. Mean distance between major mechanical failures

These safety performance measures are used to select improvement targets for these four measures and for each mode of transit, in order to encourage improvements and monitor the safety performance of delivering transit services. In addition, Shoreline Metro will select additional performance measures and targets, both leading and lagging, to ensure continual improvement of its SMS.

Shoreline Metro will make its safety performance measure improvement targets available to applicable state agencies and metropolitan planning organizations (MPOs), and, to the maximum extent practicable, will coordinate with both in the selection of safety performance targets. Targets were submitted to the MPO on September 22nd and were transmitted to WisDOT on November 19th. Targets will be approved and included in local Transportation Improvement Programs (TIPs) and TIP amendments that will be submitted to the state by November 30th of each year.

Shoreline Metro and the Sheboygan MPO (Bay-Lake Regional Planning Commission) work very closely on various transportation planning activities. The Sheboygan MPO includes Shoreline Metro operations and projects in the MPO long-range transportation plan and TIP, and assists Shoreline Metro with the PTASP and the TAM Plan. The Sheboygan MPO also provides frequent technical assistance to Shoreline Metro, and occasional completes transit development programs (TDPs, including transit surveys) for Shoreline Metro.

The safety data collected from the above sources will be analyzed for potential safety impacts. Identified areas of concern are reported to appropriate personnel in the form of specific project reports, memoranda, and recommendations from the safety committee.

Records of system safety data are maintained for a minimum of three years. Certain information, such as safety certification backup documentation, is maintained by Shoreline Metro's document control process. In addition to safety data, Shoreline Metro maintains other data and documentation of activities required by the PTASP. Distribution of safety-related reports and data is accomplished through the Shoreline Metro safety committee. Shoreline Metro will ensure that required SMS documentation is available upon request to FTA and other oversight agencies.

Section 3.3 Monitoring Performance and Evaluating Results

Once safety goals, objectives/outcomes and measures have been defined, they can be organized into a Safety Performance Matrix (Appendix G) or a Safety Performance Outline (Appendix H). Organizing information (particularly in a matrix) will allow Shoreline Metro to continuously monitor safety performance and update documentation at least semi-annually.

Shoreline Metro will monitor the system for safety assurance using the following procedures:

1. Monitor Safety Risks
    A. Procedures to mitigate the safety risk, such as educating the public about a safety hazard
    B. Create and install signage on vehicles
    C. Train operators and staff to communicate the hazard to customers and make them aware of the mitigation to reduce future risk.
    D. Monitor the educational efforts and determine the effectiveness of communication.
    E. Safety audits and safety surveys
    F. Quarterly and as-needed Safety Meetings
    G. Safety Committee consisting of frontline transit work representatives including drivers and maintenance staff, and admin staff
    H. Informal inspections of vehicles and facilities
        (i) Review Pre-trip and Post-trip inspection cards and comments
        (ii) Periodic inspection observation by the Safety Officer or his/her designee
    I. Safety review and inspection of new or modified service(s)
    J. Regular vehicle and facility inspections and preventative maintenance
    K. Daily operations log sheet used by dispatchers and operations supervisors to monitor and document daily activities
        (i) Reviewed by the Safety Officer for safety items and accuracy
2. Benchmarks
    A. Create benchmarks for continuous monitoring for performance improvement.
        (i) Valid complaints received
        (ii) Accidents per 100,000 vehicle revenue miles operated
        (iii) Preventable accidents per year
        (iv) Non-preventable accidents per year
        (v) Number of claims submitted by type per year
3. Monitor the Effects of Safety Promotion
4. Is the promotion/message working to improve safety performance? Use feedback to determine if the promotion or procedure should be adjusted for improvement.

Operations and maintenance supervisors report on these activities monthly to the Safety Officer who works with supervisors to review and investigate findings with implications for agency-wide compliance with and sufficiency of operations and maintenance procedures and determine the root cause and contributing factors for any issues.

Subsection 3.3.1 Conducting Investigations of Safety Events

Shoreline Metro utilizes an Accident Review Committee (as outlined as part of the labor agreement) that reviews and investigates accidents, incidents, and occurrences that take place on board a bus or at a facility. The group is two-tiered comprised of the Safety Supervisor (Safety Officer) and Union Steward in the first round review and additionally an Operations Supervisor, Lead Mechanic, and Transit Director (Accountable Executive) in the second round review. The second round is only required if there isn't consensus in the first round with preventability and accountability. The group is tasked with the following items:

1. Review and investigation of accidents, incidents, and occurrences
2. Interview drivers, staff, and witnesses (if applicable)
3. Determine preventability
    A. The accident, incident, or occurrence was preventable or non-preventable
4. Carry out causal analysis by identifying any potential causal factors
5. Determine accountability
    A. The employee was accountable for the accident, incident, or occurrence
    B. The employee requires corrective action and/or training (retraining)
    C. Observe the employee's behavior as the lone or contributing cause of the accident, incident, or occurrence
6. Recommend appropriate level of corrective action
7. Provide a summary of the Accident Review Committee's determinations and recommend level of corrective action (if applicable) to Operations Supervisors and the Director of Transit

In the event a deficiency is found through the review process, the Accident Review Committee will conduct steps b. through f. listed above. The Committee meets monthly and reviews accidents, incidents, and occurrences from the previous month.

The Safety Officer maintains documentation of Shoreline Metro's investigation policies and procedures as well as the Accident Review Committee's activities and results.

Following the Accident Review Committee's determinations, the Safety Officer works with an Operations Supervisor to follow up to coordinate corrective action and additional training for employees.

Shoreline Metro staff, including Transit Operations Supervisors, Safety Officer, mechanics, and the Director of Transit will monitor the system for compliance and sufficiency using the following procedures:

1. Safety Performance Monitoring
    A. Maintenance records, including repairs, inspections, road calls and training
    B. Operations records, including new employee training, refresher training, supervisor training, complaint logs, accident records and accident logs, TMI monthly loss runs and daily operation logs.
    C. One-on-one conversations, ride checks, suggestions from employees, video from onboard security cameras and checklists.
2. Monitor Compliance with and Sufficiency of Operations and Maintenance Procedures
    A. Rules compliance programs
    B. Internal audits
    C. Records reviews

D. Observations

E. Ride alongs

3. Review Findings

A. Review of policies, procedures and mitigations should be conducted periodically by the Chief Safety Officer and the Safety Manager and share such reviews and findings with the Accountable Executive and other appropriate team members.

The Hazard Identification and Risk Assessment Log (Appendix E) and all information collected and tracked from the procedures listed above will be reviewed quarterly to identify safety risk mitigations and assess their effectiveness. At that time, if needed, risk mitigations will be adjusted to better serve a safe environment.

Subsection 3.3.2 Monitoring Safety Risk Mitigations

Shoreline Metro's Safety Officer along with the Safety Committee, Operations Supervisors, and Director (Accountable Executive) will conduct all monitoring activities including Shoreline Metro's operations to identify mitigations that may be ineffective, inappropriate, outdated, or not implemented correctly by:

- Reviewing results from accident, incident and occurrence investigations
- Completing and reviewing of the daily operations report
- Monitoring employee safety reporting
- Reviewing results of internal safety audits, surveys and inspections
- Analyzing operational and safety data and trends to identify emerging or problematic safety concerns

Subsection 3.3.3 Monitoring Information Through Internal Safety Programs

The Safety Officer routinely reviews safety data and information captured in employee safety reports, safety meeting minutes, customer complaints, and other safety communication channels. When necessary, the SO ensures that the issues and concerns are investigated or analyzed through the SRM process. Information and documentation from employee safety reporting will be collected and maintained by the Safety Officer and will be reviewed quarterly.

Section 3.4 Integrating Results Into Agency Decision-Making Process

Shoreline Metro is committed to using the data collected and information learned to inform decision making and instill positive change. The main objective is the continuous improvement of transit system safety. When performance goals are not met, Shoreline Metro will work to identify why such goals were not met and what actions can be taken to minimize the gap in achieving defined goals. However, when goals are easily achieved, action will be taken to exceed expectations and reestablish a reasonable baseline.

Uses of performance results include:

- Focus attention on performance gaps and trigger in-depth investigations of what performance problems exist
- Help make informed resource allocation decisions
- Identify needs for staff training or technical assistance
- Help motivate employees to continue making program improvements

- Support strategic planning efforts by providing baseline information for tracking progress
- Identify best practices through benchmarking
- Respond to elected officials and the public's demand for accountability

Section 3.5 Sustaining a Safety Management System

In order to sustain the SMS, Shoreline Metro will ensure that particular processes are employed to instill an organizational foundation. Examples of actions taken to sustain the SMS include:

- **Create a measurement-friendly culture**: All staff, including senior managers, should be actively engaged in creating a measurement-friendly culture by promoting performance measurement as a means of continuous improvement. Senior managers will also lead by example and utilize performance metrics in decision making processes.
- **Build organizational capacity**: Investment in developing skilled human resources capacity is essential to sustaining an SMS. Both technical and managerial skills will be needed for data collection and analysis, as well as for setting goals. Managing staff and the governing board will commit the financial resources required for organizational capacity and maintaining an SMS on a continuous basis.
- **Reliability and transparency of performance results**: The SMS will be able to produce and report its results, both good and bad. Performance information should be transparent and made available to all stakeholders. Messengers should be protected to preserve the integrity of the measurement system. The focus should be on opportunities for improvement rather than allocating blame.
- **Demonstrate continuous commitment to measurement**: Visible commitment to using metrics is a long-term initiative. Shoreline Metro will demonstrate a commitment to performance measurement by establishing a formal process of reporting performance results, such as including transit safety and performance measurement as a standing agenda item at meetings of the Sheboygan Transit Commission.

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Chapter 4: Safety Promotion

Section 4.1 Safety Promotion, Culture, and Training

Shoreline Metro believes that safety promotion is critical to the success of an SMS by ensuring that the entire organization fully understands and trusts its safety policies, procedures and structure. Further, safety promotion involves establishing an organizational and workplace culture that recognizes safety as a core value, training employees in safety principles, and allowing open communication of safety issues.

Shoreline Metro's comprehensive safety training program applies to all safety-sensitive employees directly responsible for safety including:

- Bus operators
- Dispatchers /Transit Coordinators
- Mechanics /Mechanic Assistants
- Transit Operation Supervisors
- Safety Supervisor (Safety Officer)
- Transit Director (Accountable Executive)

Subsection 4.1.1 Safety Culture

Positive safety culture must be generated from the top. The actions, attitudes and decisions at the policy-making level must demonstrate a genuine commitment to safety. Safety must be recognized as the responsibility of each employee, with the ultimate responsibility for safety resting with the Accountable Executive. Employees must trust that they will have management support for decisions made in the interest of safety, while also recognizing that intentional breaches of safety will not be tolerated.

The primary goal of safety promotion at Shoreline Metro is to develop a positive safety culture that allows the SMS to succeed. A positive safety culture is defined as one which is:

1. An Informed Culture
    - Employees understand the hazards and risks involved in their areas of operation.
    - Employees are provided with the necessary knowledge, training and resources.
    - Employees work continuously to identify and overcome threats to safety.
2. A Just Culture
    - Employees know and agree on what is acceptable and unacceptable behavior.
    - Human errors must be understood, but negligence and willful violations cannot be tolerated.
3. A Reporting Culture
    - Employees are encouraged to voice safety concerns and to share critical safety information without the threat of punitive action. Safety concerns include, but are not limited to:
        - Reporting assaults on transit workers to senior management
        - Reporting near-mises to senior management
        - Reporting unsafe acts to senior management

- Reporting unsafe conditions to senior management

- When safety concerns are reported, they are analyzed, and appropriate action is taken.
- All reported safety concerns are identified weekly on the employee message boards.

4. A Learning Culture
   - Learning is valued as a lifetime process beyond basic skills training.
   - Employees are encouraged to develop and apply their own skills and knowledge to enhance safety.
   - Employees are updated on safety issues by management, and safety reports are communicated back to staff so that everyone learns the pertinent lessons.

Shoreline Metro Safety Promotion activities and processes include steps and processes for identifying safety hazards, risk assessment and risk mitigation.

1. Hazard Identification

   A. Safety Committee: Group comprised of frontline transit worker representatives, including transit operators, maintenance staff and supervisors. The group meets quarterly to discuss safety items, such as potential hazards, risks and employee suggestions. The group is tasked with the following items:

      (i) Review of historical safety records

      (ii) Accident trends

      (iii) Employee safety complaints and suggestions

      (iv) Past accidents/incidents

      (v) Near misses

      (vi) Review and approve Shoreline Metro's Public Transportation Agency Safety Plan and any required updates

      (vii) Set annual safety performance targets for the safety risk reduction programs.

      (viii) Support operation of the Shoreline Metro's SMS by:

         (a) Identifying and recommending safety risk mitigations necessary to reduce the likelihood and severity of potential consequences identified through the transit agency's safety risk assessment, including safety risk mitigations associated with any instance where the transit agency did not meet an annual safety performance target in the safety risk reduction program.

         (b) Identifying and recommending safety risk mitigations necessary to reduce the likelihood and severity of potential consequences identified through the transit agency's safety risk assessment, including safety risk mitigations associated with any instance where the transit agency did not meet an annual safety performance target in the safety risk reduction program

         (c) Identifying safety deficiencies for purposes of continuous improvement as required at § 673.27(d), including any instance where the transit agency did not meet an annual safety performance target in the safety risk reduction program.

      (ix) Other safety items

   B. Critical Safety Behaviors: A system to help with identifying and recording unsafe situations or behaviors.

(i) Work area/site inspections

(a) Pre-trip inspections for vehicles

(b) Preventative maintenance

(ii) Brainstorming/observations

(iii) Employee input

(a) Suggestion/comment box

(iv) Daily facility walkthrough checklist

(v) Safety culture

(a) Quarterly team training and safety meetings

(b) Serious about Annual Safety Recognition

(c) Quarterly Employee Recognition program

2. Safety Risk Assessment

A. Risk Management Assessment (RMA): Platform for determining risk associated with certain types of actions including:

(i) Training for such tasks

(ii) Requirement of assistance to perform tasks

(iii) Severity of risk

(iv) Return-on-investment

(v) Actions to control the risk

(vi) Contributing factors

(vii) Frequency of task

(viii) Adequacy of control measures

3. Safety Risk Mitigation

A. Training: Platform for educating and equipping personnel with the knowledge, skills and resources to perform a task. This is considered the first and primary step to mitigating risk. Sometimes, this includes retraining personnel once a hazard is identified to further reduce the risk. Examples of such training include:

(i) New hire

(a) Classroom training, including defensive driving, distracted driving, ADA, customer service, policies and procedures, and expectations

(b) Behind the wheel training, including traffic laws, backing, railroad crossings, bus stop procedures, security, emergency management, onboard incidents, etc.

(c) CDL (for individuals requiring proper license to operator a vehicle)

(ii) Forklift training/certification

(a) Maintenance staff

(iii) Accidents and Incidents

(a) Refresher training for personnel

(b) Near miss reporting

(iv) Quarterly meetings and as-needed meetings

(a) Training and safety awareness for personnel

(v) Bloodborne Pathogen

(vi) City Policies

(a) Harassment

(b) Information Technology

(c) FLSA, FMLA

(d) Workman's Compensation

Subsection 4.1.2 Training

During the initial implementation of an SMS, specific training will be required for all employees and contract staff, to explain the agency's safety culture and describe how Shoreline Metro's SMS works. The Chief Safety Officer is the resource person for providing a corporate perspective on Shoreline Metro's approach to safety management.

All newly hired employees' training is documented using the Shoreline Metro Team Member Onboarding and Training Checklist form. The form documents an employee's progress through the training program and documents hours dedicated to training in the classroom and onboard the bus.

Shoreline Metro provides employees with CDL Training for those employees required to possess a CDL that do not already hold a CDL. Training includes all the necessary tools to pass the CDL driver's test and to become a fixed route or paratransit bus operator. All initial classroom preparation and behind-the-wheel training is conducted by the Safety, Training and Education Supervisor. Once the individual has obtained the CDL and has shown proficiency in operating a transit bus, the employee is moved into driving in service with an experienced and trained bus operator. Evaluations are conducted by the bus operator on the new driver during each training session. These evaluations are then reviewed by the Safety, Training and Education Supervisor to determine if additional training is required or if the employee may be moved into revenue service and thus starting the employee's probation period.

Employees already possessing a CDL upon hire are provided with initial classroom preparation and behind-the-wheel training by the Safety, Training and Education Supervisor. Once the individual has shown proficiency in operating a transit bus, the employee is moved into driving in service with an experienced and trained bus operator. Evaluations are conducted by the bus operator on the new driver during each training session. These evaluations are then reviewed by the Safety, Training and Education Supervisor to determine if additional training is required or if the employee may be moved into revenue service and thus starting the employee's probation period.

Employees involved in an accident during their probation period are evaluated with additional training typically provided as to reduce future hazards and mitigate risks.

Current employees periodically participate in refresher training either via classroom, onboard, post-accident or post-incident. Employees who are off of work for a significant amount of time (30 days or more) participate in refresher training.

Maintenance staff is provided training on-the-job through vendors or manufacturers of products/equipment/services by Shoreline Metro. Additional training includes forklift, lockout/tag out, fire extinguisher, etc.

Safety Management training topics may include:

1. Initial Safety Training for All Staff
   A. Basic principles of safety management, including the integrated nature of SMS, risk management, safety culture, etc.

B. Corporate safety philosophy, safety goals and objectives, safety policy, and safety standards
C. Importance of complying with the safety policy and SMS procedures, and the approach to disciplinary actions for different safety issues
D. Organizational structure, roles and responsibilities of staff in relation to safety
E. Transit agency's safety record, including areas of systemic weakness
F. Requirement for ongoing internal assessment of organizational safety performance (e.g.: employee surveys, safety audits, and assessments)
G. Reporting accidents, incidents and perceived hazards
H. Lines of communication for safety managers
I. Feedback and communication methods for the dissemination of safety information
J. Safety promotion and information dissemination

2. Safety Training for Operations Personnel
   A. Unique hazards facing operational personnel
   B. Seasonal safety hazards and procedures (e.g.: winter operations)
   C. Procedures for hazard reporting
   D. Procedures for identifying and reporting safety events (accidents and incidents)
   E. De-escalation training
   F. Emergency procedures
   G. Safety Training for Management
      (i) Principles of the SMS
      (ii) Management responsibilities and accountabilities for safety
      (iii) Legal issues (i.e.: liability)
3. Training for the Safety Officer
   A. Familiarization with different transit modes, types of operation, routes, etc.
   B. Understanding the role of human performance in safety event causation and prevention
   C. Operation of the SMS
   D. Investigating safety events
   E. Crisis management and emergency response planning
   F. Safety promotion
   G. Communication skills
   H. Performing safety audits and assessments
   I. Monitoring safety performance
   J. National Transit Database (NTD) safety event reporting requirements

Subsection 4.1.3 Communication

Shoreline Metro's communication on safety policies, procedures and observations is critical to promoting safety and ensuring a safety culture. Communicating safety to employees is performed through the following:

- The Safety Officer maintains a Safety Board for employees as a means of keeping safety on the minds of employees, and this board includes safety tips from Transit Mutual Insurance. Additional safety messages and information are provided with a focus on engaging employee participation. Cities and Villages Mutual Insurance Company (CVMIC) also provides safety messages and awareness for employees.
- Shoreline Metro maintains a departmental policies and procedures manual (called T.E.A.M.) for employees that outlines the expectations and accountabilities of the driver positions. Supplemental policies include Safety and Security Assessment Program, Drug and Alcohol Policy, Drug-Free Workplace, Harassment, Information Technology, ADA, and Social Media.
- The labor agreement identifies specifically key safety items that must be followed by Shoreline Metro at all times targeted at keeping employees safe and reducing risk.
- Shoreline Metro has a standing section at each of its quarterly Safety Meetings dedicated to safety training, safety review and policy and procedure review.
- Safety Officer communicates findings in the Accident Review back to key officials and uses these findings to retrain all team members at safety meetings or in memos.
- Accountable Executive and Safety Officer maintain digital communication boards for employees and customers that promote safety and risk reduction especially during winter months when issues seem to rise due to weather.
- Safety Officer follows up directly with the reporter if they self-identified to let them know what actions were taken to address their report and also communicates the results to the entire agency through its digital communication boards

Appendices

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Appendix A: Staff Safety Roles and Responsibilities

APPENDIX A

SHORELINE METRO
STAFF SAFETY ROLES AND RESPONSIBILITIES

Completed by: Derek Muench/Bud Schultz	Date: June 10, 2026

Position Title	Name of Staff Member	Position Description	Safety Responsibilities
Accountable Executive	Derek Muench, Transit Director	49 CFR § 673.5 – Accountable Executive means a single, identifiable person who has ultimate responsibility for carrying out the PTASP; responsibility for carrying out the agency's TAM Plan; and control or direction over the human and capital resources needed to develop and maintain both the agency's PTASP, in accordance with 49 U.S.C. § 5329(d), and the agency's TAM Plan, in accordance with 49 U.S.C. § 5326.	• Ultimate responsibility for carrying out the PTASP • Responsibility for carrying out the TAM Plan • Control or direction over the human and capital resources needed to develop and maintain both plans • Ensuring the agency's SMS is effectively implemented throughout the system • Ensuring action is taken, as necessary, to address substandard performance in the agency's SMS • May delegate specific responsibilities, except ultimate accountability for the agency's safety performance, which always rests with the Accountable Executive
Chief Safety Officer	Bud Schultz, Safety and Training Coordinator	49 CFR § 673.5 – Chief Safety Officer means an adequately trained individual who has responsibility for safety and reports directly to a transit agency's chief executive officer, general manager, president, or equivalent officer. A Chief Safety Officer (CSO) for a small public transportation provider (as defined in Part 673) may serve in capacities (operational or maintenance) unless the agency ceases to be a small public transportation provider or operates a rail transit system.	• Is adequately trained • Responsibility for safety • Reports directly to agency's Accountable Executive • Authority and responsibility for day-to-day implementation and operation of agency's SMS
Safety Manager (Is the same as/merged with CSO position)	Bud Schultz, Safety and Training Coordinator	Ensure coordinated development and implementation of the PTASP (is the same as/merged with CSO position)	• Is the same as/merged with CSO position • Maintains a safe working environment • Adheres to all safety policies and procedures • Promotes safety awareness throughout the organization • Ensures safety documentation is current and accessible to all employees • Communicates changes in safety documents to all personnel • Monitors effectiveness of corrective actions • Provides periodic reports on safety performance • Renders independent advice to the CEO, senior managers, and other personnel on safety-related matters • Ensures that safety management has a high priority throughout the organization

Transit Supervisors	Ann Koeller and Jacob Jensen, Operations Supervisors	Supervisors are responsible for communicating the transit agency's safety policies to all employees.	• Maintains a safe working environment • Adheres to all safety policies and procedures • Full knowledge of all standard and safety operating procedures • Ensures that drivers make safety a primary concern when on the job • Listens and acts upon any safety concerns raised • Immediately reports safety concerns to the CSO/SM • Provides leadership and direction to employees during security incidents • Handles minor non-threatening rule violations • Defuses minor arguments • Determines when to call for assistance • Responds to fare disputes and service complaints • Responds to security related calls with police officers when required, rendering assistance with crowd control, victim/witness information gathering, and general on-scene assistance • Completes necessary security related reports • Takes photographs of damage and injuries • Coordinates with all outside agencies at incident scenes
Bus Operators	17 Full-Time Fixed-Route Drivers; 12 Part-Time Fixed-Route Drivers; 6 Full-Time Paratransit Drivers; 1 Part-Time Paratransit Drivers	Drivers are responsible for exercising maximum care and good judgment in identifying and reporting suspicious activities, in managing security incidents, and in responding to emergencies.	• Maintains a safe working environment • Adheres to all safety policies and procedures • Takes charge of a hazard incident scene until the arrival of supervisory or emergency personnel • Collects fares in accordance with agency policy • Familiar with Shoreline Metro Employee Manual and Procedures • Attempts to handle minor non-threatening rule violations • Responds verbally to complaints • Attempts to defuse minor arguments • Determines when to call for assistance • Maintains control of the vehicle • Reports all safety incidents to Supervisor on duty • Completes all necessary safety related reports
Maintenance Staff	2 Full-Time Maintenance Assitants 3 Full-Time Mechanics 1 Full-Time Maintenance Foreman	Mechanic performs major running repairs of buses. Fully qualified and completely capable of repairing, maintaining, and rebuilding all parts of all equipment.	• Maintains a safe working environment • Adheres to all safety policies and procedures • Responsible for repair of vehicle components, including engine and transmission rebuilds • Conducts all levels of inspections • Assists in all aspects of repair and maintenance work • Makes bus assignments (if needed) • Maintains a safe working environment and adheres to all safety policies and procedures • Makes road calls • Tire changes and repairs • Brake relines • Driver reported defects • Supervises bus-washing activities

Appendix B: Safety Assessment and System Review

APPENDIX B

SHORELINE METRO
SAFETY ASSESSMENT AND SYSTEM REVIEW

Complete this form semi-annually to identify potential safety hazards. It is imperative that completion of this review includes only accurate and correct information – data collected from this assessment will guide agency resource allocation and focus priority needs appropriately. Not all questions will apply.

Completed by: Derek Muench/Bud Schultz	Date: July 1, 2024

SECTION	REVIEW QUESTIONS	YES	NO	N/A
Safety Policies:	• Are all safety policies up to date and reviewed?	X		
	• Is a Public Transit Agency Safety Plan (PTASP) or any other System Safety Plan written for the transit system?	X		
	• Is the Drug and Alcohol Policy current and up to date?	X		
New Hire Employee Files:	• Was there a structured interview conducted and documented?	X		
	• Is the applicant asked questions relating to previous experience with drug and alcohol testing?	X		
	• Is the offer of employment documented in writing?	X		
	• Is there a pre-employment drug screen?	X		
	• Is there a pre-employment physical exam?	X		
	• Are safety sensitive responsibilities outlined in the job description?	X		
	• Is there a completed Substance Abuse Policy and Drug Free Workplace Policy Acknowledgement form?	X		
	• Is there a Current Policies and Procedures Acknowledgement Form?	X		
Post Hire Employee Files:	• Is a current employee roster available?	X		
	• Are the employee files maintained by the transit system?	X		
	• Do existing employee files contain:	X		
	➢ Background check?	X		
	➢ Previous employer request form?	X		

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	➢ Verification of current driver's license and CDL?	X		
	➢ Current MVR?	X		
	➢ PARS Reports?	X		
	➢ Current copy of physical exam certificate?	X		
	➢ Signed Substance Abuse Policy Acknowledgement?	X		
	➢ Drug and Alcohol Testing Record with COC and authorization forms?	X		
	➢ Record of annual supervisor ride checks and evaluations?	X		
Education and Training:	• Are operator certifications current and up to date?	X		
	• Have managers completed Safety Management Systems (SMS) training?		X	
	• Are employees familiar with OSHA topics, including:			
	➢ Hazard Communication?	X		
	➢ Emergency Action Planning?	X		
	➢ Bloodborne Pathogens?	X		
	➢ Lockout/Tagout?	X		
	➢ Personal Protective Equipment (PPE)?	X		
	➢ Injury Prevention Planning?	X		
	• Have all safety sensitive employees received Drug and Alcohol Training?	X		
	• Do new mechanics receive classroom training?	X		
	• Do existing mechanics receive ongoing training?	X		
	• Do operations transit workers receive de-escalation training	X		
	• Do operations transit workers receive concern identification and reporting training?	X		
Safety Meetings:	• Is there an active Safety Committee at the transit agency?	X		
	• Does the Safety Committee include frontline transit worker representatives?	X		
	• Are safety meetings held on a regular basis?	X		
	• Are safety meetings and sign in sheets documented, with publicly posted agendas and minutes?	X		
	• Do senior managers attend safety meetings?	X		
	• Do vehicle operators attend safety meetings?	X		

	• Do mechanics attend safety meetings?	X		
Incident and Accident Investigation Procedures:	• Are policies in place dictating which incidents are reported and which are not?	X		
	• Are incident report forms kept on board the vehicle?	X		
	• Are accident reports completed for all situations?	X		
	• Are incident/accident reports used as pre-accident training material?	X		
	• Are incident/accident reports used as post-accident training material?	X		
	• Are incident/accident reports used to identify potential hazards and analyzed in a Risk Assessment Matrix (RAM)?	X		
	• Are complaint forms kept on all vehicles?*		X	
	• Are all operators provided with safety vests on their vehicles?**		X	
	• Are incident/accident photos taken?	X		
Substance Abuse:	• Is there a current and updated Drug and Alcohol Policy?	X		
	• Do all staff members understand the Drug and Alcohol Policy?	X		
	• Is random testing being completed?	X		
	• Is reasonable suspicion testing being completed?	X		

Facility and Shop Inspections:	• Are monthly facility inspections conducted as scheduled?	X		
	• Are facility inspection forms completed properly?	X		
	• Are unsafe conditions or acts, regarding the facility corrected and documented?	X		
	• Are fire extinguishers up to date with annual servicing requirements?	X		
	• Are fire extinguishers inspected on a monthly basis?	X		
	• Are routine inspections of the fire extinguishers documented?	X		
	• Are eye wash stations available with unobstructed access?	X		
	• Are eye wash stations inspected on a scheduled basis?	X		
	• Is machine guarding in place?	X		
	• Are batteries stored safely?	X		
	• Are all containers marked with the contents clearly identified?	X		
	• Are floors clear of tripping hazards?	X		
	• Are hazardous materials stored safely and labeled, and are SDS sheets available for employees?	X		
	• Are emergency exits clearly marked?	X		
	• Are lights out?			X
	• Are jack stands available for use?	X		
	• Are jack stands used whenever a vehicle is elevated on a lift?		X	
	• Is a lock out tag out program in place?	X		
Asset Management (Vehicles):	• Is a current and updated list of vehicles readily available?	X		
	• Is all maintenance activity completed on vehicles tracked?	X		
	• Is a regular maintenance schedule written and followed?	X		
	• Are work order forms, service order forms and parts requested documented?	X		
	• Are vehicle inspection forms completed on a regular basis and available?	X		
	• Are habitual maintenance issues reported to WisDOT?			X
	• Are maintenance issues analyzed and used to forecast future vehicle needs?	X		
	• Are maintenance issues analyzed and used to identify potential hazards and evaluated in a Risk Assessment Matrix (RAM)?	X		
	• Are pre-trip inspection forms completed daily?	X		
	• Are post-trip inspection forms completed daily?	X		

Comments: ****The standard complaint form is available on the Shoreline Metro website, as well as by contacting the Shoreline Metro's customer service office.*** *****Supervisor response vehicles contain accident kits that include forms and safety vests.***				

Appendix C: FACILITY SAFETY and SECURITY ASSESSMENT

Completed by: Derek Muench/Bud Schultz	Last Updated: June 10, 2026

APPENDIX C

SHORELINE METRO
FACILITY SAFETY and SECURITY ASSESSMENT

Complete this form semi-annually to identify potential safety hazards. It is imperative that the completion of this review includes only accurate and correct information – data collected from this assessment will guide agency resource allocation and focus priority needs appropriately. Not all questions will apply.

Completed by: Derek Muench/Bud Schultz	Date: July 1, 2024

SECTION	REVIEW QUESTIONS	YES	NO	N/A
Buildings and Facility Grounds:	• Are facility grounds randomly and frequently patrolled?	X		
	• Are daily security sweeps conducted?	X		
	• Are smoke/fire/carbon monoxide detectors provided and working?	X		
	• Are distribution and number of keys known and controlled?	X		
	• Are all keys labeled as "DO NOT DUPLICATE"? **(Fob system is used)**			X
	• Are all unoccupied areas locked and secured?	X		
Lighting:	• Is entire perimeter of facility properly illuminated?	X		
	• Is lighting mounted at approximately second story level?	X		
	• Are lights provided over all entrance doors?	X		
	• Is lighting provided in staff parking areas?	X		
Entrance Doors and Windows:	• Are all doors:			
	➢ Built of commercial grade with metal framing?	X		
	➢ Outside hinges hidden and protected from vandalism?	X		

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	➢ Provided with a commercial grade, one-sided lock? **(Fob system is used)**	X		
	➢ Provided with push "panic" bar releases?		X	
	➢ In case of breakage or opening are all windows and doors connected to a central station alarm?	X		
Electronic Surveillance:	• Is the entire perimeter of facility protected by a CCTV system?	X		
	• Is this system monitored by management and/or a security company?	X		
	• Is this system always on or activated by motion sensors? (System is always on)	X		
Non-Employee Access:	• Is access restricted to persons without proper credentials and clearance?	X		
	• Are supply deliverers required to show proper I.D. and sign-in a log book?		X	
	• Are all non-employees accompanied and/or observable at all times?	X		
Surrounding Environment:	• Are there other non-City/County buildings connected to the facility that may be vulnerable to unauthorized entry to City/County property?		X	
	• Are all utility components (power transformers, back-up generators) protected and secured from vandalism or attack?	X		
	• Are all outdoor storage areas adequately lighted and secured?	X		
Material Storage:	• Are all hazardous and flammable materials properly identified?	X		
	• Are all materials properly labeled, stored, and secured?	X		
Forms and Written Plans:	• Are emergency numbers (police, fire, ambulance, FBI) current and prominently displayed at each phone? **(911)**		X	
	• Is a Chain of Command and emergency call list prominently displayed?	X		
	• Are employees trained and checklists provided on how to handle a physical threat or incident called in on the phone?	X		
Evacuation Plan/Procedures	• Are there evacuation plans for this facility?	X		
	• Are staff members trained on this plan?	X		
	• Are assembly areas and alternate assembly areas identified, validated and coordinated with the County Emergency Management Office?	X		
	• Have the primary and alternate assembly areas, evacuation sites, and evacuation routes been verified and coordinated with all appropriate agencies?	X		

	• Has the Emergency Evacuation Plan been reviewed, coordinated, and briefed to staff as appropriate?	X		
Training:	• Is an orientation program in place for each new staff member?	X		
	• Do all staff members receive safety and security training appropriate to their position and level of responsibility?	X		
	• Are periodic safety and security training and briefings completed with staff?	X		
	• Do all new staff members receive briefings on the City/County Evacuation Plan, the Disaster Preparedness Plan, and other security policies and procedures?	X		
Administrative Procedures:	• Is a record of emergency data on file for each staff?	X		
	• Have incident reporting format and procedures been established and staff briefed on them?	X		
	• Are all incident reports treated with confidentiality and transmitted by secure means to the appropriate City/ County department?	X		
	• Are background checks conducted and verified on all prospective new hires?	X		
Cash Handling and Transfer:	• Has a secure method for receipt, transfer and storage of cash been established and have appropriate staff members been trained on them?	X		
	• Is cash transported by at least two individuals with cash divided between them?		X	
	• Do all staff members understand that in the event of a robbery they should never risk their lives to protect cash or other valuables?	X		
Fire and Electrical Safety:	• Are fire extinguishers installed in all appropriate locations?	X		
	• Are smoke and heat detectors installed, at least one on each floor?	X		
	• Is a first aid kit present and maintained?	X		
	• Are all electrical devices, outlets, circuit breakers and cords free of damage that may pose a shock hazard?	X		
	• Are all electrical circuit, gas, and telephone boxes, if accessible from the outside, locked to prevent tampering?	X		
	• Do any non-employees have access from outside the building to any fire escapes, stairways, and/or the roof?		X	
	• Are all outdoor trash containers and storage bins located away from the building in the event of a fire?	X		

Appendix D: Risk Assessment Matrix

Safety Performance Measures for Fixed Route System	2021-2025 Average	Target for 2026
Total Number of Reportable Fatalities	0.0	0.0
Rate of Reportable Fatalities per 100,000 Vehicle Revenue Miles	0.0	0.0
Transit Worker Fatality Rate	0.0	0.0
Total Number of Reportable Injuries	1.3	0.8
Rate of Reportable Injuries per 100,000 Vehicle Revenue Miles	0.0	<0.001
Transit Worker Injury Rate	2.4	1.0
Total Number of Assaults on Transit Worker	0.0	0.0
Rater of Assaults on Transit Workers	0.0	0.0
Total Number of Reportable Safety Events	27.6	26.2
Rate of Reportable Safety Events per 100,000 Vehicle Revenue Miles	5.4	5.1
Collission Rate	0.8	0.3
Pedestrian Collission Rate	0.4	0.0
Vehicular Colission Rate	6.8	2.0
Average Distance Between Major Mechanical Failures (Miles)	192,302	250,000

Safety Performance Measures for Para Transit System	2021-2025 Average	Target for 2026
Total Number of Reportable Fatalities	0.0	0.0
Rate of Reportable Fatalities per 100,000 Vehicle Revenue Miles	0.0	0.0
Transit Worker Fatality Rate	0.0	0.0
Total Number of Reportable Injuries	1.0	0.5
Rate of Reportable Injuries per 100,000 Vehicle Revenue Miles	0.0	0.0
Transit Worker Injury Rate	3.2	<1.5
Total Number of Assaults on Transit Worker	0.0	0.0
Rater of Assaults on Transit Workers	0.0	0.0
Total Number of Reportable Safety Events	8.2	7.8
Rate of Reportable Safety Events per 100,000 Vehicle Revenue Miles	6.1	5.8
Collission Rate	0.6	0.2
Pedestrian Collission Rate	0.2	0.0
Vehicular Colission Rate	1.4	0.5
Average Distance Between Major Mechanical Failures (Miles)	133,945	138,000

Source: Shoreline Metro 2026, Bay-Lake Regional Planning Commission, 2026

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Appendix E: Hazard Identification and Risk Assessment Log

SHORELINE METRO
HAZARD ASSESSMENT LOG

This form can be used to provide a record of identified hazards and actions taken to eliminate or mitigate the risks associated with it. The recommended action should be associated with a specified individual (i.e. a supervisor, manager, or front-line personnel), and must include a target date for completion. As a rolling log, entries for identified hazards and their associated mitigations should never be removed, even after required action(s) is completed. Any related forms, logs, or records should be retained permanently. [Blue text is a sample entry]

Completed by: Derek Muench/Bud Schultz	**Last Updated: July 1, 2024**

Risk Type	Risk Description	Current Measures to Reduce Risk	Risk Rating Likelihood	Risk Rating Severity	Risk Rating Value (Likelihood x Severity)	Further Action Required to Reduce Risk	Staff Responsibility
Human Error (SAMPLE)	Non-compliance with agency maintenance protocol	• Minimum competency requirements • Effective safety culture in agency (maintenance department) • Effective task planning • Availability of procedures • Procedure reviews and simplification into tasks • Recurrent training	5	4	20	• Introduce compliance monitoring • Effective supervision including work compliance assessment • Competency assessments • Maintenance policy to reinforce need for compliance	• Safety Assurance • Line Manager • Maintenance Manager

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Appendix F: Prioritized Safety Risk Log

SHORELINE METRO
PRIORITIZED SAFETY RISK LOG

This form is used to organize identified safety risks facing Shoreline Metro. The log should be updated frequently to demonstrate continual progress towards risk reduction through mitigation strategies. A timeline is used to highlight projected completion dates. [Blue text is a sample entry]

Completed by: Derek Muench/Bud Schultz	**Last Updated: July 1, 2024**

Priority	Risk Description	Planned Mitigation Strategies	Outcomes of Planned Mitigation Strategies	Responsible Staff	Timeline	
1 [SAMPLE]	Non-compliance with agency maintenance protocol	• Introduce compliance monitoring • Effective supervision including work compliance assessment • Competency assessments • Maintenance policy to reinforce need for compliance		• Safety Assurance • Line Manger • Maintenance Manager	• Begin January 2020 • Complete August 2020	Open
2						
3						
4						
5						
6						
7						
8						
9						
10						

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Appendix G: Safety Performance Matrix

APPENDIX G

SHORELINE METRO
SAFETY PERFORMANCE MATRIX

This safety performance measures allows Shoreline Metro to organize, monitor, and evaluate identified safety goals and objectives/outcomes.

Completed by: Derek Muench/Bud Schultz	Last Updated: July 28, 2026

GOAL 1: SMS TO REDUCE CASUALTIES/OCCURRENCES
Shoreline Metro will utilize a safety management systems framework to identify safety hazards, mitigate risk and reduce casualties and occurrences resulting from transit operations.

OBJECTIVE/OUTCOME	METRICS	BASELINES 2021-2025	2026 TARGETS
Reduce the number of reportable fatalities	Total number of reportable fatalities	Average Reportable Fatalities: Fixed-Route = 0.0 Paratransit = 0.0	Number of reportable fatalities targets: Fixed-Route = 0.0 Paratransit = 0.0
	Rate of reportable fatalities per 100,000 vehicle revenue miles	Rate of Reportable Fatalities: Fixed-Route = 0.000 Paratransit = 0.0	Rate of reportable fatalities targets: Fixed-Route = 0.000 Paratransit = 0.000
	Transit Worker Fatality Rate	Average Reportable Fatalities: Fixed-Route = 0.0 Paratransit = 0.0	Rate of reportable fatalities targets: Fixed-Route = 0.000 Paratransit = 0.000
Reduce the number of reportable injuries	Total number of reportable injuries	Average Reportable Injuries: Fixed-Route = 1.3 Paratransit = 0.0	Number of reportable injuries targets: Fixed-Route = 0.2 Paratransit = 0.0
	Rate of reportable injuries per 100,000 vehicle revenue miles	Rate of Reportable Injuries: Fixed-Route < 0.001 Paratransit = 0.000	Rate of reportable injuries targets: Fixed-Route < 0.001 Paratransit = 0.000
	Transit Worker Injury Rate	Average Reportable Injury Rate: Fixed-Route = 2.4 Paratransit = 3.2	Rate of reportable injuries targets: Fixed-Route = 1.0 Paratransit < 1.5
	Total Number of Assaults on Transit Worker	Average Reportable Assaults: Fixed-Route = 0.0 Paratransit = 0.0	Average Reportable Assaults targets: Fixed-Route = 0.0 Paratransit = 0.0
Reduce the number of reportable safety events	Total number of reportable safety events	Average Reportable Safety Events: Fixed-Route = 14 Paratransit = 2	Number of reportable safety event targets: Fixed-Route = 26.8 Paratransit = 7.6
	Rate of reportable safety events per 100,000 vehicle revenue miles	Rate of Reportable Safety Events: Fixed-Route = < 0.001 Paratransit < 0.001	Rate of reportable safety event targets: Fixed-Route < 0.001 Paratransit < 0.001
Reduce the number of Collissions	Rate of Collission	Average Reportable Collission Rate: Fixed-Route = 0.8 Paratransit = 0.6	Rate of reportable collissions targets: Fixed-Route = 0.3 Paratransit = 0.2
	Rate of Pedestrian Collission	Average Reportable Pedestrian Collission Rate: Fixed-Route = 0.4 Paratransit = 0.2	Rate of reportable pedestrian collissions targets: Fixed-Route = 0.0 Paratransit = 0.0
	Rate of Vehicular Collission	Average Reportable Vehicular Collission Rate: Fixed-Route = 6.8 Paratransit = 1.4	Rate of reportable vehiclular collissions targets: Fixed-Route = 2.0 Paratransit = 0.5
Reduce the number of major mechanical failures	Number of major mechanical failures	Number of major mechanical failures (2024) Fixed-Route = 2 Paratransit = 1	2026 number of major mechanical failures Fixed Route 5 Paratransit 2

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Increase assessment and analysis of existing personnel, equipment, and procedures to identify and mitigate any potential safety hazards	Number of safety audits, inspections or assessments completed per specified period of time	Approximately 60 accident reviews, ride checks, safety audits, and facility inspections were completed in 2023.	Maintain monthly facility inspections, monthly safety incident reviews, driver ride checks (anonymous), annual hazardous communication review and as-needed personnel safety reviews.
Develop a corrective action plan and mitigation strategies to address identified hazards	Percent of corrective action strategies completed per specified period of time	Develop a corrective action plan and mitigation strategies to address identified hazards in the previous objective/outcome in 2021	Beginning in 2022, complete all preventable corrective action strategies identified in the plan each year

GOAL 2: CULTURE

Shoreline Metro will foster agency-wide support for transit safety by establishing a culture where management is held accountable for safety and everyone in the organization takes an active role in securing transit safety.

OBJECTIVE/OUTCOME	METRICS	BASELINES	TARGETS
Maintain a dedicated staff person as the Transit Agency Safety Officer to manage the agency's transit safety program	Number of years of transit safety experience	Have a Transit Agency Safety Officer with at least eight years of overall transit experience and at least two years of transit safety experience manage Shoreline Metro's transit safety program	Retain a Transit Agency Safety Officer with at least eight years of overall transit experience and at least two years of transit safety experience manage Shoreline Metro's transit safety program
Continue to hold regular transit safety meetings comprised of staff at varying levels, including executives, officers, managers, operators, and maintenance personnel	Number of meetings per specified period of time or number of additional meetings following each incident/occurrence	Hold meetings quarterly (or more frequently as needed)	Hold meetings quarterly (or more frequently as needed)
Increase the reporting of near miss occurrences and incidents that would otherwise go unreported	Number of near miss occurrences/incidents reported per specified passenger-miles traveled or per specified period of time	Near miss accidents must be reported as they occur to a dispatcher, supervisor or safety officer.	N/A – not measurable; drivers and staff required to report as they occur.
Continue to provide employee safety training opportunities and attendance	Number of employee safety training sessions completed per specified period of time	Training sessions were not held in 2021 due to the pandemic.	Hold training sessions quarterly (or more frequently as needed)
Continue distribution of safety material amongst employees and the general public	Number of manuals, newsletters, brochures, posters, or campaigns distributed per specified period of time	Safety materials are evaluated and provided as needed	Safety materials to be provided will be evaluated on an annual basis

GOAL 3: SYSTEMS/EQUIPMENT:

Shoreline Metro will provide a safe and efficient transit operation by ensuring that all vehicles, equipment, and facilities are regularly inspected, maintained, and serviced as needed.

OBJECTIVE/OUTCOME	METRICS	BASELINES	TARGETS
Continue scheduled preventative maintenance on revenue vehicles	Timeliness of preventative maintenance inspections on revenue vehicles completed per Federal Transit Administration (FTA) standards	Preventative maintenance inspections on revenue vehicles will be completed in accordance with FTA standards	Meet or exceed the FTA standards for preventative maintenance inspections on revenue vehicles
Continue scheduled preventative maintenance on equipment	Timeliness of preventative maintenance inspections on equipment per FTA standards	Preventative maintenance inspections on equipment will be completed in accordance with FTA standards	Meet or exceed the FTA standards for preventative maintenance inspections on equipment
Continue scheduled preventative maintenance on ADA equipment	Timeliness of preventative maintenance inspections on ADA equipment per FTA standards	Preventative maintenance inspections on ADA equipment will be completed in accordance with FTA standards	Meet or exceed the FTA standards for preventative maintenance inspections on ADA equipment
Continue scheduled preventative maintenance on facilities	Timeliness of preventative maintenance inspections and repairs on facilities	Preventative maintenance inspections will be completed regularly, with repairs made timely and in accordance with all FTA requirements	Preventative maintenance inspections will be completed regularly, with repairs made timely and in accordance with all FTA requirements

Appendix H: Safety Performance Outline

APPENDIX H

SHORELINE METRO
SAFETY PERFORMANCE OUTLINE

This form allows Shoreline Metro to organize, monitor, and evaluate identified safety goals and objectives/ outcomes.

Completed by: Derek Muench/Bud Schultz **Last Updated: June 10, 2026**

GOAL 1: SMS TO REDUCE CASUALTIES/OCCURRENCES
Shoreline Metro will utilize a safety management systems framework to identify safety hazards, mitigate risk and reduce casualties and occurrences resulting from transit operations.

1. Objective/Outcome:
   Reduce the number of reportable fatalities
   a. *Metric: Number and rate (per 100,000 vehicle revenue miles) of reportable fatalities*
   b. *Baseline: Average reportable fatalities: 2021 – 2025: Fixed-Route = 0.0, Paratransit = 0.0*
      Rate of reportable fatalities: 2021 – 2025: Fixed-Route = 0.000, Paratransit = 0.000
   c. *Targets: Maintain average reportable fatalities for both fixed-route and paratransit at 0.0, and maintain the rate of reportable fatalities for both fixed-route and paratransit at 0.000*

2. Objective/Outcome:
   Reduce the number of reportable injuries
   a. *Metric: Number and rate (per 100,000 vehicle revenue miles) of reportable injuries*
   b. *Baseline: Average reportable injuries: 2021 – 2025: Fixed-Route =1.3, Paratransit = 0.0*
      Rate of reportable injuries: 2021 – 2025: Fixed-Route = < 0.001, Paratransit = 0.000
   c. *Targets: Maintain average reportable injuries and the rate of reportable injuries at the low 2021 – 2025 levels for both fixed-route and paratransit.*

3. Objective/Outcome:
   Reduce the number of reportable safety events
   a. *Metric: Number and rate (per 100,000 vehicle revenue miles) of reportable safety events*
   b. *Baseline: Average reportable safety events: 2021 – 2025: Fixed-Route = 14, Paratransit = 2*
      Rate of reportable safety events: 2021 – 2025: Fixed-Route < 0.001, Paratransit < 0.001
   c. *Targets: Reduce average reportable safety events by 5 percent over 2021 – 2025 levels (Fixed-Route = 26.8, Paratransit = 7.6), but maintain the rate of reportable safety events at the low 2021 – 2025 levels for both fixed-route and paratransit.*

4. Objective/Outcome:
   Reduce mean distance between major mechanical failures
   a. *Metric: Average distance between major mechanical failures (Miles)*
   b. *Baseline: Average distance between major mechanical failures: 2021 – 2025 (Miles):*
      Fixed Route = 96,291, Paratransit = 351,586
   c. *Targets: Increase the average distance between major mechanical failures by 5 percent over 2021 - 2025 levels (Fixed-Route = 101,105, Paratransit = 369,165)*

5. Objective/Outcome:
   Increase assessment and analysis of existing personnel, equipment, and procedures to identify and mitigate any potential safety hazards
   a. *Metric: Number of safety audits, inspections or assessments completed per specified period of time*
   b. *Baseline: Approximately 30 safety audits, inspections or assessments were completed in 2025*
   c. *Target: Complete approximately 60 safety audits, inspections, or assessments in 2025*

6. Objective/Outcome
   Develop a corrective action plan and mitigation strategies to address identified hazards
   a. *Metric: Percent of corrective action strategies completed per specified period of time*
   b. *Baseline: Develop a corrective action plan and mitigation strategies to address identified hazards in the previous objective/outcome in 2025*
   c. *Target: Beginning in 2025, complete all preventable corrective action strategies identified in the plan each year*

GOAL 2: CULTURE
Shoreline Metro will foster agency-wide support for transit safety by establishing a culture where management is held accountable for safety and everyone in the organization takes an active role in securing transit safety.

1. Objective/Outcome:
   Maintain a dedicated staff person as the Transit Agency Safety Officer to manage the agency's transit safety program
   a. *Metric: Number of years of transit safety experience*
   b. *Baseline: Have a Transit Agency Safety Officer with at least eight years of overall transit experience and at least two years of transit safety experience manage Shoreline Metro's transit safety program*
   c. *Target: Have a Transit Agency Safety Officer with at least eight years of overall transit experience and at least two years of transit safety experience manage Shoreline Metro's transit safety program*

2. Objective/Outcome:
   Continue to hold regular transit safety meetings comprised of staff at varying levels, including executives, officers, managers, operators, and maintenance personnel
   a. *Metric: Number of meetings per specified period of time or number of additional meetings following each incident/occurrence*
   b. *Baseline: Hold meetings quarterly (or more frequently as needed)*
   c. *Target: Hold meetings quarterly (or more frequently as needed)*

3. Objective/Outcome:
   Increase the reporting of near miss occurrences and incidents that would otherwise go unreported
   a. *Metric: Number of near miss occurrences/incidents reported per specified passenger-miles traveled or per specified period of time*
   b. *Baseline: Not collected at this time; will be collected for the first time over calendar year 2023 and will be reported in a future PTASP*
   c. *Target: Target will be established beginning with the 2023 PTASP*

4. Objective/Outcome:
   Continue to provide employee safety training opportunities and attendance
   a. *Metric: Number of employee safety training sessions completed per specified period of time*
   b. *Baseline: Training sessions were not held in 2021 due to the pandemic*
   c. *Target: Hold training sessions quarterly (or more frequently as needed)*

5. Objective/Outcome:
   Continue distribution of safety material amongst employees and the general public
   a. *Metric: Number of manuals, newsletters, brochures, posters, or campaigns distributed per specified period of time*
   b. *Baseline: Safety materials are evaluated and provided as needed.*
   c. *Target: Safety materials to be provided will be evaluated on an annual basis.*

GOAL 3: SYSTEMS/EQUIPMENT:
Shoreline Metro will provide a safe and efficient transit operation by ensuring that all vehicles, equipment, and facilities are regularly inspected, maintained, and serviced as needed.

1. Objective/Outcome:
   Continue scheduled preventative maintenance on revenue vehicles
   a. *Metric: Timeliness of preventative maintenance inspections on revenue vehicles completed per Federal Transit Administration (FTA) standards*
   b. *Baseline: Preventative maintenance inspections on revenue vehicles will be completed in accordance with FTA standards*
   c. *Target: Meet or exceed the FTA standards for preventative maintenance inspections on revenue vehicles*

2. Objective/Outcome
   Continue scheduled preventative maintenance on equipment
   a. *Metric: Timeliness of preventive maintenance inspections on equipment per FTA standards*
   b. *Baseline: Preventative maintenance inspections on equipment will be completed in accordance with FTA standards*
   c. *Target: Meet or exceed the FTA standards for preventative maintenance inspections on equipment*

3. Objective/Outcome
   Continue scheduled preventative maintenance on ADA equipment
   a. *Metric: Timeliness of preventative maintenance inspections on ADA equipment per FTA standards*
   b. *Baseline: Preventative maintenance inspections on ADA equipment will be completed in accordance with FTA standards*
   c. *Target: Meet or exceed the FTA standards for preventative maintenance inspections on ADA equipment*

4. Objective/Outcome
   Continued scheduled preventative maintenance on facilities
   a. *Metric: Timeliness of preventative maintenance inspections and repairs on facilities*
   b. *Baseline: Preventative maintenance inspections will be completed regularly, with repairs made timely and in accordance with all FTA requirements*
   c. *Target: Preventative maintenance inspections will be completed regularly, with repairs made timely and in accordance with all FTA requirements*

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PTASP Acknowledgment Form

I acknowledge that I have received a copy of the Shoreline Metro Public Transportation Agency Safety Plan on the date indicated below. I understand that I am responsible for being familiar with and complying with the policies of the City of Sheboygan and Shoreline Metro.

I agree it is my responsibility to speak to a Supervisor immediately, if I have questions or need clarification.

_____

Print Employee Name

_____

Signature of Employee

_____

Date

Prepared by:
Bay-Lake Regional Planning Commission
1861 Nimitz Drive
De Pere, WI 54115

Staff

Brandon Robinson,
Executive Director

Sydney Swan,
Assistant Director

**Heena Bhatt,*
Principal Transportation Planner

Natalie Blackert,
GIS Coordinator/Planner

Madison Stolen,
Community Assistance Planner

Lydia Semo,
Environmental Planner

Raquel Orta,
Administrative Assistant

**Bryce Thompson*
Transportation Planner

Commissioners

Brown County
Vacant

Door County
Vacant

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Rich Wolosyn

Kewaunee County
Tom Romdenne
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Greg Grotegut
Daniel Koski

Marinette County
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Thomas Mandli
Michael Kunesh

Oconto County
Dennis Kroll
***Terry Brazeau*
Allan Stranz

Sheboygan County
*****Mike Hotz*
Ryan Sorenson
Rebecca Clarke

*Project Contributors

**Chairperson

***Vice-Chairperson

****Secretary/Treasurer

BAY LAKE
Regional Planning Commission | Since 1972

SHORELINE METRO

BAY LAKE Regional Planning Commission | Since

CITY OF SHEBOYGAN
RESOLUTION 86-26-27

BY ALDERPERSONS MITCHELL AND PERRELLA.

AUGUST 17, 2026.

A RESOLUTION authorizing the purchase of approximately 55.361 acres of land in the Town of Wilson, identified as Parcel Numbers 59030454780, 59030454810, 59030454815, and 59030454782, from Mark A. Pearce, Catherine A. Pearce, Rachel A. Olig, Matthew G. Pearce, and Mitchell J. Pearce.

WHEREAS, pursuant to Res. No. 486-93-94, a Declaration of Intent to reimburse expenditures related to this project has been completed.

NOW, THEREFORE, BE IT RESOLVED: That the Common Council hereby approves the terms and conditions of the attached Purchase and Sale Agreement between the City of Sheboygan and Mark A. Pearce, Catherine A. Pearce, Rachel A. Olig, Matthew G. Pearce, and Mitchell J. Pearce, thereby authorizing the purchase of the property.

BE IT FURTHER RESOLVED: That the Mayor and City Clerk are hereby authorized to sign all necessary documents on behalf of the City of Sheboygan to purchase the property.

BE IT FURTHER RESOLVED: That the Finance Director is authorized to make an amendment to the 2026 budget to cover the associated purchase of Parcel Numbers 59030454780, 59030454810, 59030454815, and 59030454782 as follows:

INCREASE:

Capital Fund – Development - Land (Acct. No. 400400-621100)	$1,937,635
Capital Fund – Debt Proceeds (Acct. No. 101-493000)	$1,937,635

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL _____.

Presiding Officer

_____
Ryan Sorenson, Mayor, City of Sheboygan

Attest

_____
Meredith DeBruin, City Clerk, City of Sheboygan

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (this "Agreement") is made by and between Mark A. Pearce, Catherine A. Pearce, Rachel A. Olig, Matthew G. Pearce, and Mitchell J. Pearce (collectively, "Owners"), and the City of Sheboygan, a Wisconsin municipal corporation ("City"). In connection with the City's Southside Sanitary Sewer Interceptor Project (the "Project"), the City initiated negotiations with Owners under Wis. Stat. § 32.05(2a) for the acquisition of easement interests across a portion of the property described below, pursuant to Resolution 31-26-27, adopted by the City's Common Council on June 15, 2026, a copy of which is annexed to this Agreement as Exhibit A and incorporated by this reference. Instead of the City's acquisition of easement interests, Owners have proposed to sell, and City has agreed to purchase, the entire property on the terms stated in this Agreement.

1. Owners shall sell and convey to City, and City shall purchase from Owners, in lieu of any condemnation, all of the real property owned by Owners located on the south side of Weeden Creek Road and the east side of Moenning Road, in the Town of Wilson, Sheboygan County, Wisconsin, identified as Tax Parcel Nos. 59030454780, 59030454810, 59030454815, and 59030454782, comprising approximately 55.361 acres of vacant land, and described in the legal descriptions annexed to this Agreement as Exhibit B (the "Property"), together with all of Owners' right, title, and interest in and to all easements, rights, and appurtenances benefiting the Property.

2. There are no buildings, improvements, crops, trade fixtures, equipment, or personal property on the Property.

3. The purchase price of the Property is One Million Nine Hundred Thirty-Seven Thousand Six Hundred Thirty-Five and 00/100 Dollars ($1,937,635.00), computed at $35,000.00 per acre for 55.361 acres, payable in full at closing.

4. At closing, Owners shall convey the Property to City in fee simple by warranty deed, free and clear of all liens and encumbrances, except municipal and zoning ordinances and agreements entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use restrictions and covenants, and general taxes levied in the year of closing, constituting merchantable title. Any mortgage or other monetary lien shall be paid and released at or before closing.

5. Closing shall take place on or before August 28, 2026, at the Milwaukee office of von Briesen & Roper, s.c., or at such other place and time as may be mutually agreed by Owners and City. Owners shall deliver sole and exclusive possession of the Property to City at closing, subject only to any harvest rights preserved under paragraph 8.

6. Owners represent that, as of the date of this Agreement, Owners have no notice or knowledge of: underground or aboveground storage tanks on the Property; wells, cisterns, or septic

systems on the Property; dumpsites on, or the disposal of hazardous or toxic substances on, the Property; environmental contamination of the Property or any enforcement or remediation action relating to the Property; or the Property being within a special purpose district, such as a drainage district, having the authority to impose assessments against the Property, except as disclosed in writing to City before the date of this Agreement.

7. Owners represent that no part of the Property is enrolled in or subject to a managed forest land designation under the Managed Forest Law, a Conservation Reserve Program contract, a farmland preservation agreement or farmland preservation zoning, a conservation easement, or any similar federal, state, county, or local conservation or land use program, other than the agricultural use-value assessment of the Property, and that, except for the farm tenancy described in paragraph 8, there are no leases, cropping agreements, or other rights of use or occupancy affecting the Property that will extend beyond the date of closing.

8. The Property is subject to a farm tenancy for the 2026 crop season. City shall take title subject only to the tenant's right to harvest the tenant's 2026 crops, which right shall terminate upon completion of harvest and no later than December 15, 2026. Rents shall be prorated to the date of closing, and rents attributable to periods after closing shall be paid to City. Owners shall not extend or renew the tenancy, or enter into any new lease, cropping agreement, or other occupancy right affecting the Property, without the prior written consent of City.

9. Each Owner represents that such Owner is not a "foreign person" as defined in the Foreign Investment in Real Property Tax Act, 26 U.S.C. § 1445(f), and shall deliver at closing a customary certification of non-foreign status. All acreage and dimension figures in this Agreement and its exhibits are approximate, and the purchase price stated in paragraph 3 is a stipulated amount that shall not be adjusted based on acreage, dimensions, or any survey.

10. General property taxes for the year of closing shall be prorated to the date of closing based on the net general real estate taxes for the preceding year.

11. Special assessments, if any, levied against the Property, or for work actually commenced, before the date of this Agreement shall be paid by Owners no later than closing; all other special assessments shall be paid by City.

12. This Agreement is subject to and contingent on approval of this Agreement by the City's Common Council. The Common Council is expected to consider this Agreement at its meeting on August 17, 2026. City shall promptly notify Owners of the Common Council's action. If the Common Council fails to approve this Agreement on August 17, 2026, this Agreement shall be null and void, and neither party shall have any rights, obligations, or claims against the other arising from this Agreement or its negotiation. Except as stated in this paragraph, there are no contingencies in this Agreement.

13. Time is of the essence of all provisions in this Agreement.

14. Following execution of this Agreement, City may have access to the Property at reasonable times, upon reasonable advance notice to Owners, for surveying, staking, and non-invasive inspection by City and City's consultants, including to ascertain the environmental status of the Property.

15. Owners acknowledge that they have received the full narrative appraisal report prepared by Valbridge Property Advisors | Milwaukee, dated July 7, 2026, together with informational materials describing the rights of landowners under Wisconsin eminent domain law, including the brochure entitled *The Rights of Landowners Under Wisconsin Eminent Domain Law*, and that Owners have had the opportunity to obtain their own appraisal and to consult with counsel of their choice. Owners and City intend and agree that the sale of the Property is a voluntary sale of the entire Property made at Owners' election outside the procedures of condemnation under Wis. Stat. ch. 32, and that this Agreement and the conveyance at closing does not constitute an acquisition, jurisdictional offer, or award under Wis. Stat. ch. 32. Owners further acknowledge that the purchase price stated in paragraph 3 constitutes full payment and full and just compensation for the Property and for any and all claims arising from the acquisition.

16. Upon closing and payment in full of the purchase price, Owners, for themselves and for their heirs, personal representatives, successors, and assigns, waive and release, to the fullest extent permitted by law, any and all rights, remedies, claims, and causes of action under Wis. Stat. ch. 32 or otherwise arising out of or relating to the City's acquisition of the Property or the Project, including without limitation: (a) any right to appeal from or otherwise contest the amount paid, including under Wis. Stat. § 32.05(2a), (9), (10), or (11); (b) any right to contest the right of condemnation, the necessity of the acquisition, or the regularity of the proceedings; (c) any claim for relocation assistance, relocation payments, or replacement housing payments under Wis. Stat. §§ 32.19 to 32.27; and (d) any claim for litigation expenses under Wis. Stat. § 32.28. The deed shall not contain the appeal recital described in Wis. Stat. § 32.05(2a), and no recital in the deed or any other closing document shall be construed to create or preserve any right of appeal under Wis. Stat. ch. 32. This paragraph survives closing and the delivery and recording of the deed.

17. City shall defend and indemnify Owners from any and all liability for claims, causes of action, or other challenges brought by the Town of Wilson ("Town") against the Owners arising from or related to the Town's condemnation proceedings or otherwise concerning the Property, including reasonable attorney's fees and litigation expenses.

18. Mark A. Pearce and Catherine A. Pearce shall execute this Agreement in their individual capacity. Mark A. Pearce shall execute this Agreement as attorney-in-fact, on behalf of Rachel A. Olig, Matthew G. Pearce, and Mitchell J. Pearce. Mark A. Pearce represents and warrants that he holds a valid power of attorney from each such Owner; that each power of attorney authorizes him to execute this Agreement and all documents necessary to consummate the sale of

the Property, including the warranty deed and all closing documents; and that each power of attorney is in full force and effect and has not been revoked, suspended, or limited. Mark A. Pearce shall deliver to City a copy of each power of attorney together with Owners' executed counterpart of this Agreement, and shall deliver at closing any original or certified copy of a power of attorney required to record the warranty deed.

19. This Agreement binds and benefits the parties and their respective heirs, personal representatives, successors, and assigns; constitutes the entire agreement of the parties concerning the sale of the Property and supersedes all prior negotiations and proposals concerning the sale of the Property; may be amended only by a writing signed by Owners and City; and shall be governed by Wisconsin law. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one agreement, and signatures delivered by facsimile or other electronic transmission, including portable document format, shall be effective as original signatures.

IN WITNESS WHEREOF, Owners and City have executed this Agreement as of the dates stated below.

OWNERS:

Dated: AUGUST 12, 2026.

Mark A. Pearce, individually

Catherine A. Pearce, individually

Rachel A. Olig, by Mark A. Pearce, her attorney-in-fact

Matthew G. Pearce, by Mark A. Pearce, his attorney-in-fact

Mitchell J. Pearce, by Mark A. Pearce, his attorney-in-fact

CITY:

CITY OF SHEBOYGAN

Dated: August 12, 2026.

By: _____

Name: Casey J. Bradley

Title: City Administrator

Attest: _____

Name: Meredith DeBruin

Title: City Clerk

EXHIBIT A

RESOLUTION 31-26-27

OFFICE OF THE CITY CLERK
Sheboygan, Wisconsin
City Hall

I hereby certify that this is a true copy of a document from the Common Council proceedings of the City of Sheboygan.

City Clerk

2025 JUN 23 A 11:52
SHEBOYGAN COUNTY
WISCONSIN
COUNTY CLERK
FILED

CITY OF SHEBOYGAN
RESOLUTION 31-26-27

BY ALDERPERSONS DEKKER AND KELLY.

JUNE 8, 2026.

A RESOLUTION OF NECESSITY authorizing the City to acquire certain real property and interests in land in furtherance of the Southside Sanitary Sewer System Project.

WHEREAS, the City of Sheboygan ("City") commissioned a facilities plan for the Southside Sanitary Sewer System, which was prepared by Foth Infrastructure & Environment, LLC, originally dated July 2022 and revised February 2024 (the "Facility Plan"), to evaluate the wastewater conveyance needs of the Southside Growth Area of the City;

WHEREAS, the Facility Plan identified that the Southside Growth Area, generally bounded by Washington Avenue to the north, County Road V to the south, the U.P.R.R. to the west, and Lake Michigan to the east, requires new sanitary sewer interceptor infrastructure to convey projected peak wastewater flows of approximately 15.7 million gallons per day from anticipated residential, commercial, and industrial development to the City's Wastewater Treatment Facility;

WHEREAS, the Facility Plan evaluated three alignment alternatives and, based upon a total present worth cost analysis, environmental impact assessment, and review of cultural and natural resources, recommended Alternative 1 (the Alliant Corridor alignment) as the most cost-effective means of serving the Southside Growth Area, at an estimated total capital cost of $38.4 million to be constructed in up to three segments (the "Project");

WHEREAS, the Facility Plan was prepared pursuant to the requirements of Chapter NR 110 of the Wisconsin Administrative Code and a public hearing on the Facility Plan was held on January 24, 2023, and the Project is to be funded in part through the State of Wisconsin Clean Water Fund loan program;

WHEREAS, the recommended alignment for the sanitary sewer interceptor traverses portions of the following properties: (a) Tax Key No. 59281472507, being part of Lot 1 of a Certified Survey Map recorded in Volume 18 of Certified Survey Maps, at Pages 65/66, as Document No. 1607248, being a redivision of Volume 11 of Certified Survey Maps, at Page 151, and also a part of the Northwest 1/4 of the Northeast 1/4 of Section 10, Township 14 North, Range 23 East, in the City of Sheboygan, Sheboygan County, Wisconsin ("Parcel 11"); and (b) Tax Key No. 59030454780, located in part of the Northwest 1/4 of Section 10, Township 14 North, Range 23 East, in the Town of Wilson, Sheboygan County, Wisconsin ("Parcel 13"") (together, the "Properties"), and the City requires, across each of the Properties, (i) a permanent limited sanitary sewer easement for the installation, maintenance, replacement, and access of a sanitary sewer and appurtenant facilities, and (ii) a temporary limited sanitary sewer easement for construction access, equipment

staging, materials storage, and site restoration in connection with the installation of such facilities, which temporary limited easements shall terminate upon the earlier of completion of construction and restoration of the affected areas, or March 6, 2029, all as described and depicted in Exhibit A (legal descriptions) and Exhibit B (easement plats) attached hereto;

WHEREAS, the Common Council of the City of Sheboygan finds that the acquisition of the permanent limited sanitary sewer easements and the temporary limited sanitary sewer easements over the Properties will serve a public purpose because the permanent limited easements will enable the City to install, operate, and maintain essential sanitary sewer infrastructure to serve current and future residents and businesses of the Southside Growth Area, and the temporary limited easements will provide necessary construction access, staging, and restoration areas in connection therewith, thereby protecting public health and water quality and complying with applicable requirements of Chapter NR 110 of the Wisconsin Administrative Code;

WHEREAS, the City has statutory authority to acquire property interests for sewage purposes pursuant to Wis. Stat. §§ 62.22(1)(a) and 62.18(13), and to construct, extend, and improve sewerage facilities pursuant to Wis. Stat. §§ 66.0819(1) and 66.0821(2)(a)1., and to exercise the power of condemnation for such purposes pursuant to Wis. Stat. §§ 32.02(1) and 32.05, and the determination of necessity for such acquisition is made by the City pursuant to Wis. Stat. § 32.07(2);

WHEREAS, the Common Council has adopted a resolution making written findings in compliance with Wis. Stat. § 32.03(6)(bm) with respect to Parcel 13, and has caused such findings to be served upon the owner or owners of the property and upon the Town of Wilson prior to the adoption of this Resolution;

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Sheboygan, Sheboygan County, Wisconsin, as follows:

1. That the above WHEREAS clauses, including Exhibits A and B, are hereby incorporated into and made a part of this Resolution.
2. That this Resolution constitutes a determination of necessity adopted in accordance with Wis. Stat. § 32.07(2), and that the acquisition of the permanent limited sanitary sewer easements and temporary limited sanitary sewer easements over the Properties, as described in Exhibits A and B, is necessary for a public purpose, namely: (a) the permanent limited sanitary sewer easements for the installation, maintenance, replacement, and access of the Southside Sanitary Sewer Interceptor and appurtenant facilities; and (b) the temporary limited sanitary sewer easements for construction access, equipment staging, materials storage, and site restoration in connection with the installation of such facilities, which temporary limited easements shall terminate upon the earlier of (i) completion of construction and restoration of the affected areas, or (ii) March 6, 2029.

3. That the Project is necessary for the safety, health, welfare, and convenience of the public in the City of Sheboygan, and the acquisition of the easement interests described herein is required to further the provision of sanitary sewer service to the Southside Growth Area.
4. That the Common Council hereby authorizes and directs the Mayor, City Clerk, City Attorney, and such other City officials as may be appropriate to take all actions necessary to acquire the easement interests identified in Exhibits A and B in accordance with Wis. Stat. ch. 32.
5. That the required easement interests, as identified in Exhibits A and B, shall be acquired in the name of the City of Sheboygan.
6. That this Resolution shall take effect upon passage and publication as required by law.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL June 15, 2026.

Presiding Officer

Ryan Sorenson, Mayor, City of Sheboygan

Attest

Meredith DeBruin, City Clerk, City of Sheboygan

Published June 22, 2026.
Certified June 16, 2026 to - Atty.; Fin. Dir.; CA.; Planning; DPW; Eng.; Wastewater

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY INTERESTS

PARCEL 11: Tax ID 59281472507

PERMANENT SANITARY SEWER EASEMENT:

Part of Lot 1 of a Certified Survey Map recorded in Volume 18 of Certified Survey Maps, at Pages 65/66, as Document No. 1607248, being a redivision of Volume 11 of Certified Survey Maps, at Page 151, and also a part of the Northwest 1/4 of the Northeast 1/4 of Section 10, Township 14 North, Range 23 East, in the City of Sheboygan, Sheboygan County, Wisconsin, described as follows:

Commencing at the Northwest corner of the Northeast 1/4 of said Section 10; thence South 00°15'24" West along the West line of said Northeast 1/4 Section, 33.01 feet to a point on the South right-of-way line of C.T.H. "EE" and the point of beginning of lands described hereinafter; thence South 88°33'03" East along said South line 39.95 feet to a point on the East line of said Lot 1; thence South 00°20'56" West along said East line 199.76 feet; thence South 88°33'03" East along said East line 0.38 feet; thence South 00°15'24" West 128.26 feet; thence South 21°24'44" West 110.83 feet to a point on the West line of said Northeast 1/4 Section; thence North 00°15'24" East 432.23 feet to the point of beginning.

Said Lands contain 0.348 acres more or less.

Said Permanent Easement to be used for the installation, maintenance/replacement and access of a sanitary sewer.

TEMPORARY LIMITED SANITARY SEWER EASEMENT:

Part of Lot 1 of a Certified Survey Map recorded in Volume 18 of Certified Survey Maps, at Pages 65/66, as Document No. 1607248, being a redivision of Volume 11 of Certified Survey Maps, at Page 151, and also a part of the Northwest 1/4 of the Northeast 1/4 of Section 10, Township 14 North, Range 23 East, in the City of Sheboygan, Sheboygan County, Wisconsin, described as follows:

Commencing at the Northwest corner of the Northeast 1/4 of said Section 10; thence South 00°15'24" West along the West line of said Northeast 1/4 Section, 33.01 feet to a point on the South right-of-way line of C.T.H. "EE"; thence South 88°33'03" East along said South line 39.95 feet to a point on the East line of said Lot 1; thence South 00°20'56" West along said East line 199.76 feet; thence South 88°33'03" East along said East line 0.38 feet; thence South 00°15'24" West 99.52 feet to the point of beginning of lands described hereinafter; thence continue South 89°44'36" East 30.00 feet; thence South 00°15'24" West 50.00 feet; thence North 89°44'36" West 38.23 feet; thence North 21°24'44" East 22.80 feet; thence North 00°15'24" East 28.73 feet; to the point of beginning.

Said Lands contain 0.036 acres more or less.

Said Temporary Limited Easements to be used for the purpose of installation of a sanitary sewer and shall be terminated upon the earlier of (i) completion of construction and restoration of the affected areas, or (ii) March 6, 2029.

PARCEL 13: Tax ID 59030454780

PERMANENT SANITARY SEWER EASEMENT:

Part of the Northwest 1/4 of Section 10, Township 14 North, Range 23 East, in the Town of Wilson, Sheboygan County, Wisconsin, described as follows:

Commencing at the Northeast corner of the Northwest 1/4 of said Section 10; thence South 00°15'24" West along the East line of said Northwest 1/4 Section, 360.01 feet to the point of beginning of lands described hereinafter; thence continue South 00°15'24" West 105.22 feet; thence South 21°24'44" West 369.93 feet; thence South 00°17'33" West 520.00 feet; thence North 88°43'07" West 40.01 feet; thence North 00°17'33" East 526.77 feet; thence North 21°24'44" East 474.77 feet; thence South 88°44'28" East 2.16 feet to the point of beginning.

Said Lands contain 0.871 acres more or less.

Said Permanent Easement to be used for the installation, maintenance/replacement and access of a sanitary sewer.

TEMPORARY LIMITED SANITARY SEWER EASEMENT:

Part of the Northwest 1/4 of Section 10, Township 14 North, Range 23 East, in the Town of Wilson, Sheboygan County, Wisconsin, described as follows:

Commencing at the Northeast corner of the Northwest 1/4 of said Section 10; thence South 00°15'24" West along the East line of said Northwest 1/4 Section, 465.23 feet; thence South 21°24'44" West 369.93 feet; thence South 00°17'33" West 520.00 feet; thence South 88°43'07" East 50.01 feet; thence North 00°17'33" East 511.54 feet; thence North 21°24'44" East 231.40 feet; thence North 00°15'24" East 138.54 feet to the point of beginning.

Said Lands contain 0.937 acres more or less.

Said Temporary Limited Easement to be used for the purpose of installation of a sanitary sewer and shall be terminated upon the earlier of (i) completion of construction and restoration of the affected areas, or (ii) March 6, 2029.

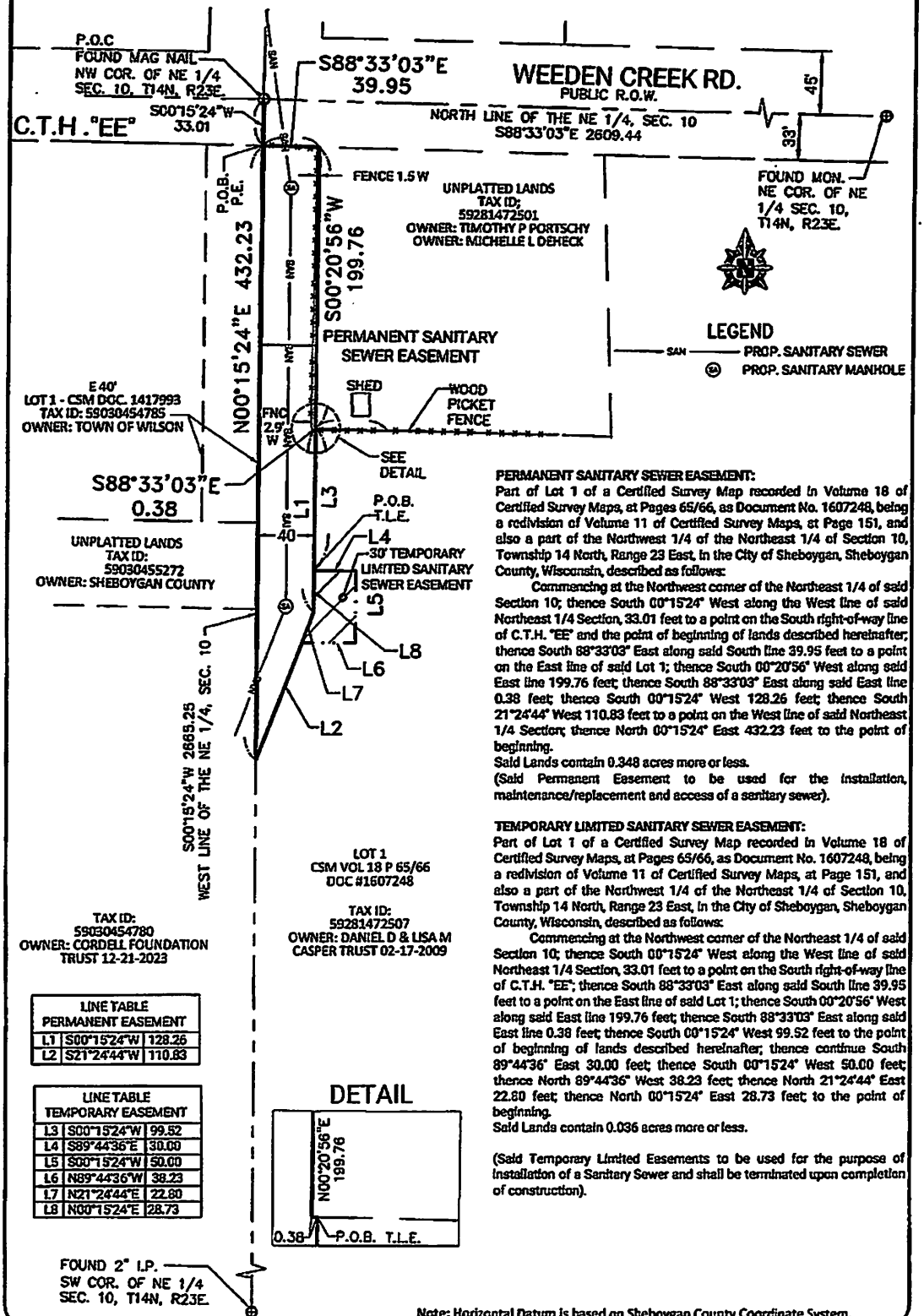
EXHIBIT B
EASEMENT PLATS

[Easement Exhibit 11, prepared by Foth Infrastructure & Environment, LLC, Project I.D. 0024S042.01, surveyed 05/27/24, prepared 06/25/25, checked 06/25/25, to be attached hereto]

[Easement Exhibit 13, prepared by Foth Infrastructure & Environment, LLC, Project I.D. 0024S042.01, surveyed 05/27/24, prepared 06/25/25, checked 06/25/25, revised 01/13/26, to be attached hereto]

EXHIBIT B

EASEMENT EXHIBIT 11



PERMANENT SANITARY SEWER EASEMENT:
Part of Lot 1 of a Certified Survey Map recorded in Volume 18 of Certified Survey Maps, at Pages 65/66, as Document No. 1607248, being a redivision of Volume 11 of Certified Survey Maps, at Page 151, and also a part of the Northwest 1/4 of the Northeast 1/4 of Section 10, Township 14 North, Range 23 East, in the City of Sheboygan, Sheboygan County, Wisconsin, described as follows:

Commencing at the Northwest corner of the Northeast 1/4 of said Section 10; thence South 00°15'24" West along the West line of said Northeast 1/4 Section, 33.01 feet to a point on the South right-of-way line of C.T.H. "EE" and the point of beginning of lands described hereinafter; thence South 88°33'03" East along said South line 39.95 feet to a point on the East line of said Lot 1; thence South 00°20'56" West along said East line 199.76 feet; thence South 88°33'03" East along said East line 0.38 feet; thence South 00°15'24" West 128.26 feet; thence South 21°24'44" West 110.83 feet to a point on the West line of said Northeast 1/4 Section; thence North 00°15'24" East 432.23 feet to the point of beginning.

Said Lands contain 0.348 acres more or less.

(Said Permanent Easement to be used for the installation, maintenance/replacement and access of a sanitary sewer).

TEMPORARY LIMITED SANITARY SEWER EASEMENT:
Part of Lot 1 of a Certified Survey Map recorded in Volume 18 of Certified Survey Maps, at Pages 65/66, as Document No. 1607248, being a redivision of Volume 11 of Certified Survey Maps, at Page 151, and also a part of the Northwest 1/4 of the Northeast 1/4 of Section 10, Township 14 North, Range 23 East, in the City of Sheboygan, Sheboygan County, Wisconsin, described as follows:

Commencing at the Northwest corner of the Northeast 1/4 of said Section 10; thence South 00°15'24" West along the West line of said Northeast 1/4 Section, 33.01 feet to a point on the South right-of-way line of C.T.H. "EE"; thence South 88°33'03" East along said South line 39.95 feet to a point on the East line of said Lot 1; thence South 00°20'56" West along said East line 199.76 feet; thence South 88°33'03" East along said East line 0.38 feet; thence South 00°15'24" West 99.52 feet to the point of beginning of lands described hereinafter; thence continue South 89°44'36" East 30.00 feet; thence South 00°15'24" West 50.00 feet; thence North 89°44'36" West 38.23 feet; thence North 21°24'44" East 22.80 feet; thence North 00°15'24" East 28.73 feet; to the point of beginning.

Said Lands contain 0.036 acres more or less.

(Said Temporary Limited Easements to be used for the purpose of installation of a Sanitary Sewer and shall be terminated upon completion of construction).

LINE TABLE PERMANENT EASEMENT		
L1	S00°15'24"W	128.26
L2	S21°24'44"W	110.83

LINE TABLE TEMPORARY EASEMENT		
L3	S00°15'24"W	99.52
L4	S89°44'36"E	30.00
L5	S00°15'24"W	50.00
L6	N89°44'36"W	38.23
L7	N21°24'44"E	22.80
L8	N00°15'24"E	28.73

Note: Horizontal Datum is based on Sheboygan County Coordinate System.

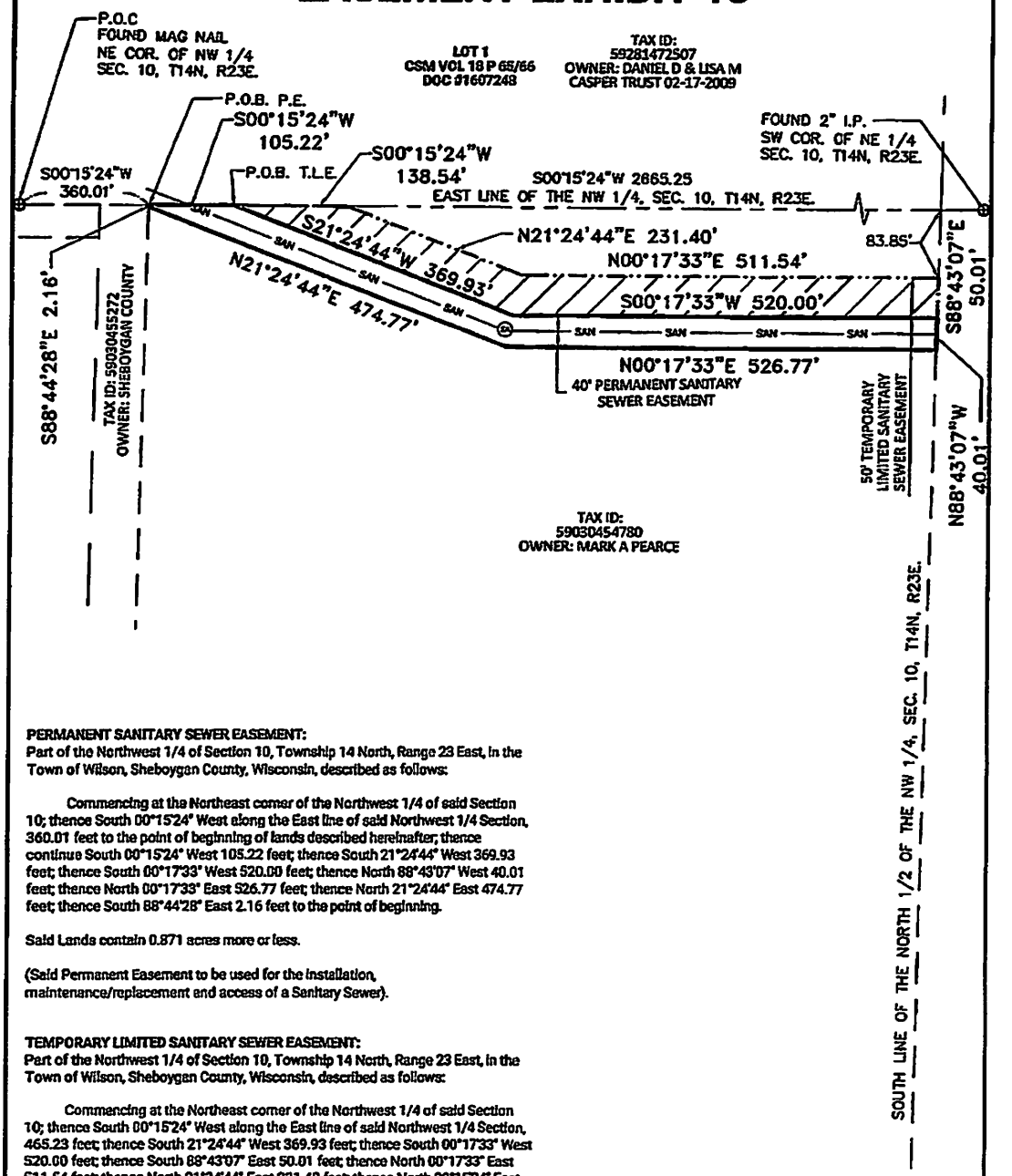
PROJECT ID:	0024S042.01
SHEET:	1 OF 1
0	40 80

OWNER:
CITY OF SHEBOYGAN
828 CENTER AVE., STE 105.
SHEBOYGAN, WI 53081

	BY	DATE
SURVEYED BY	JDS	05/27/24
PREPARED BY	PXA	06/25/25
CHECKED BY	TDC	06/25/25

Foth
Foth Infrastructure & Environment, LLC
7044 S. Ballpark Dr. Suite 200
Franklin, WI 53132
Phone: 414-336-7900

EASEMENT EXHIBIT 13



PERMANENT SANITARY SEWER EASEMENT:
Part of the Northwest 1/4 of Section 10, Township 14 North, Range 23 East, in the Town of Wilson, Sheboygan County, Wisconsin, described as follows:

Commencing at the Northeast corner of the Northwest 1/4 of said Section 10; thence South 00°15'24" West along the East line of said Northwest 1/4 Section, 360.01 feet to the point of beginning of lands described hereinafter; thence continue South 00°15'24" West 105.22 feet; thence South 21°24'44" West 369.93 feet; thence South 00°17'33" West 520.00 feet; thence North 88°43'07" West 40.01 feet; thence North 00°17'33" East 526.77 feet; thence North 21°24'44" East 474.77 feet; thence South 88°44'28" East 2.16 feet to the point of beginning.

Said Lands contain 0.871 acres more or less.

(Said Permanent Easement to be used for the installation, maintenance/replacement and access of a Sanitary Sewer).

TEMPORARY LIMITED SANITARY SEWER EASEMENT:
Part of the Northwest 1/4 of Section 10, Township 14 North, Range 23 East, in the Town of Wilson, Sheboygan County, Wisconsin, described as follows:

Commencing at the Northeast corner of the Northwest 1/4 of said Section 10; thence South 00°15'24" West along the East line of said Northwest 1/4 Section, 465.23 feet; thence South 21°24'44" West 369.93 feet; thence South 00°17'33" West 520.00 feet; thence South 88°43'07" East 50.01 feet; thence North 00°17'33" East 511.54 feet; thence North 21°24'44" East 231.40 feet; thence North 00°15'24" East 138.54 feet to the point of beginning.

Said Lands contain 0.937 acres more or less.

(Said Temporary Limited Easements to be used for the purpose of installation of a Sanitary Sewer and shall be terminated upon completion of construction).

LEGEND
SAN — PROP. SANITARY SEWER
PROP. SANITARY MANHOLE

Note: Horizontal Datum is based on Sheboygan County Coordinate System.

PROJECT ID: 0024S042.01	OWNER:		BY	DATE
SHEET: 1 OF 1	0 75 150	CITY OF SHEBOYGAN 828 CENTER AVE., STE 105. SHEBOYGAN, WI 53081	SURVEYED BY	JDS	05/27/24
			PREPARED BY	FXA	06/25/25
			CHECKED BY	AJM	06/25/25
			REVISION	FXA	01/13/26

Foth

Foth Infrastructure & Environment, LLC
7044 S. Ballpark Dr. Suite 200
Franklin, WI 53132
Phone: 414-336-7900

EXHIBIT B

LEGAL DESCRIPTION

The Property consists of the following four tax parcels, each located in the Town of Wilson, Sheboygan County, Wisconsin.

Vacant Land—Town of Wilson

Parcel 1.A.: That part of the following described not in the Sanitary District: The Northeast Quarter (NE-1/4) of the Northwest Quarter (NW-1/4) of Section Ten (10), Township Fourteen (14) North, Range Twenty-three (23) East, Town of Wilson, Sheboygan County, Wisconsin,

EXCEPT commencing Six hundred fifty-eight (658.00) feet West of the North Quarter (N-1/4) post; thence West Two hundred fifty (250.00) feet; thence South Zero (00) degrees Fifty-eight (58) minutes Ten (10) seconds East, Three hundred (300.00) feet; thence East Two hundred fifty (250.00) feet; thence North Zero (00) degrees Fifty-eight (58) minutes Ten (10) seconds West, Three hundred (300.00) feet to the point of beginning;

EXCEPT that part conveyed to Sheboygan County by Volume 1255 of Records, Pages 148/9.

Tax Parcel No. 59030-454780

* * *

Parcel 1.B.: That part of the following described in the Sanitary District: The Northeast Quarter (NE-1/4) of the Northwest Quarter (NW-1/4) of Section Ten (10), Township Fourteen (14) North, Range Twenty-three (23) East, Town of Wilson, Sheboygan County, Wisconsin,

EXCEPT commencing Six hundred fifty-eight (658.00) feet West of the North Quarter (N-1/4) post; thence West Two hundred fifty (250.00) feet; thence South Zero (00) degrees Fifty-eight (58) minutes Ten (10) seconds East, Three hundred (300.00) feet; thence East Two hundred fifty (250.00) feet; thence North Zero (00) degrees Fifty-eight (58) minutes Ten (10) seconds West, Three hundred (300.00) feet to the point of beginning;

EXCEPT that part annexed to the City of Sheboygan by File #1173003;

EXCEPTING commencing South Zero (00) degrees Fifteen (15) minutes Twenty-four (24) seconds West, Thirty-three and one hundredth (33.01) feet from the North Quarter (1/4) corner of said Section; thence North Eighty-eight (88) degrees Forty-four {44) minutes Twenty-eight (28) seconds West, Six hundred fifty-seven and ninety-six hundredths (657.96) feet; thence South Zero (00) degrees Eleven (11) minutes Twenty-two (22) seconds West, Two hundred sixty-eight and ninety-nine hundredths (268.99) feet; thence South Eighty-eight (88)

degrees Forty-four (44) minutes Twenty-eight (28) seconds East, Six hundred fifty-seven and sixty-five hundredths (657.65) feet; thence North Zero (00) degrees Fifteen (15) minutes Twenty-four (24) seconds East, Two hundred sixty-eight and ninety-nine hundredths (268.99) feet to the point of beginning;

EXCEPT the North 33 feet of the afore described;

EXCEPT that part conveyed to Sheboygan County as described in a *Trustee's Deed* dated April 17, 2024, and recorded in the Sheboygan County Register of Deeds on May 30, 2024, as Document No. 2164325.

Tax Parcel No. 59030-454781 (2024)

Tax Parcel No. 59030-454782 (for tax year 2025)

****

Parcel 1.C.: That part of the following described not in the Sanitary District: The Northwest Quarter (NW-1/4) of the Northwest Quarter (NW-1/4) of Section Ten (10), Township Fourteen (14) North, Range Twenty-three (23) East, Town of Wilson, Sheboygan County Wisconsin,

EXCEPT commencing Six hundred nineteen and twenty-five hundredths (619.25) feet South of the Northwest corner of said Section; thence North Eighty-eight (88) degrees Twenty-eight (28) minutes East, Two hundred fifty (250.00) feet; thence South One hundred fifty (150.00) feet; thence South Eighty-eight (88) degrees Twenty-five (25) minutes West, Two hundred fifty (250.00) feet to the West line of said Section Ten (10); thence North One hundred fifty (150.00) feet to the point of beginning;

EXCEPT the West Two hundred fifty (250.00) feet of the South Three hundred (300.00) feet of the Northwest Quarter (NW-1/4) of the Northwest Quarter (NW-1/4);
EXCEPT the North Three hundred (300.00) feet of the West Seven hundred seventy-five (775.00) feet of the Northwest Quarter (NW-1/4) of the Northwest Quarter (NW-1/4);

EXCEPT commencing One thousand thirty-one and seventy-six hundredths (1,031.76) feet South and South Eighty-nine (89) degrees Zero (00) minutes Thirteen (13) seconds East, Four hundred ninety (490.00) feet from the Northwest corner of the Northwest Quarter (NW-1/4); thence South Eighty-nine (89) degrees Thirteen (13) seconds East, One hundred twenty (120.00) feet; thence South Three hundred (300.00) feet; thence North Eighty-nine (89) degrees Thirteen (13) seconds West, Three hundred sixty (360.00) feet; thence North Three hundred (300.00) feet; thence South Eighty-nine (89)degrees Thirteen (13) seconds East, Two hundred forty (240.00) feet to the point of beginning;

EXCEPT commencing Nine hundred sixty-five and seventy-six hundredths (965.76) feet South of the Northwest corner of said Section; thence South Eighty-nine (89) degrees Thirteen (13) seconds East, Six hundred ten (610.00) feet; thence South Sixty-six (66.00) feet; thence North Eighty-nine (89) degrees Thirteen (13) seconds West, Six hundred ten (610.00) feet; thence North Sixty-six (66.00) feet to the point of beginning;

EXCEPT that part conveyed to Sheboygan County by Volume 1255 of Records, Pages 148/9.

Tax Parcel No. 59030-454810

* * * *

Parcel 1.D.: That part of the following described in the Sanitary District: The Northwest Quarter (NW-1/4) of the Northwest Quarter (NW-1/4) of Section Ten (10), Township Fourteen (14) North, Range Twenty-three (23) East, Town of Wilson, Sheboygan County, Wisconsin,

EXCEPT commencing Six hundred nineteen and twenty-five hundredths (619.25) feet South of the Northwest corner of said Section; thence North Eighty-eight (88) degrees Twenty-eight (28) minutes East, Two hundred fifty (250.00) feet; thence South One hundred fifty (150.00) feet; thence South Eighty-eight (88) degrees Twenty-five (25) minutes West, Two hundred fifty (250.00) feet to the West line of Section Ten (10); thence North One hundred fifty (150.00) feet to the point of beginning;

EXCEPT the West Two hundred fifty (250.00) feet of the South Three hundred (300.00) feet of the Northwest Quarter (NW-1/4) of the Northwest Quarter (NW-1/4);

EXCEPT commencing One thousand thirty-one and seventy-six hundredths (1,031.76) feet South and South Eighty-nine (89) degrees Zero (00) minutes Thirteen (13) seconds East, Four hundred ninety (490.00) feet from the Northwest corner of the Northwest Quarter (NW-1/4); thence South Eighty-nine (89) degrees Thirteen (13) seconds East, One hundred twenty (120.00) feet; thence South Three hundred (300.00) feet; thence North Eighty-nine (89) degrees Thirteen (13) seconds West, Three hundred sixty (360.00) feet; thence North Three hundred (300.00) feet; thence South Eighty-nine (89) degrees Thirteen (13) seconds East, Two hundred forty (240.00) feet to the point of beginning;

EXCEPT commencing Nine hundred sixty-five and seventy-six hundredths (965.76) feet South of the Northwest corner of said Section; thence South Eighty-nine (89) degrees Thirteen (13) seconds East, Six hundred ten (610.00) feet; thence South Sixty-six (66.00) feet; thence North Eighty-nine (89) degrees Thirteen (13) seconds West, Six hundred ten (610.00) feet; thence North Sixty-six (66.00) feet to the point of beginning;

EXCEPT that part conveyed to Sheboygan County by Volume 1255 of Records, Pages 148/9;

EXCEPT that part annexed to the City by File #1370335;

EXCEPT commencing at the Northwest corner of said Section; thence South along the West line of the Northwest Quarter (NW-1/4) of said Section, Eight hundred seventy and seventy-six hundredths (870.76) feet to the point of beginning; thence South Ninety-five (95.00) feet to the North line of a Certified Survey Map recorded in Volume 4, Page 250; thence South Eighty-nine (89) degrees Zero (00) minutes Thirteen (13) seconds East along said North line, Two hundred fifty (250.00) feet; thence North Ninety-five (95.00) feet; thence North Eighty-nine (89) degrees Zero (00) minutes Thirteen (13) seconds West, thence South Two hundred fifty (250.00) feet to the point of beginning;

EXCEPT that part annexed to the City by Volume 1986, Pages 239/42, #1635634;

EXCEPT commencing Seven hundred sixty-nine and twenty-five hundredths (769.25) feet, more or less, South of the Northwest corner of said Section Ten (10); thence North Eighty-eight (88) degrees Twenty-eight (28) seconds East, Two hundred fifty (250.00) feet; thence South One hundred one and five tenths (101.5) feet, more or less; thence South Eighty-nine (89) degrees Zero (00) minutes Thirteen (13) seconds West, Two hundred fifty (250.00) feet; thence North One hundred one and five tenths (101.5) feet, more or less, to the point of beginning;

EXCEPT that part conveyed to Sheboygan County as described in *Trustee's Deed* dated April 17, 2024, and recorded in the Sheboygan County Register of Deeds on May 30, 2024, as Document No. 2164326;

EXCEPT that part conveyed to Sheboygan County as described in *Trustee's Deed* dated April 17, 2024, and recorded in the Sheboygan County Register of Deeds on July 24, 2024, as Document No. 2166463.

Tax Parcel No. 59030-454812

Tax Parcel No. 59030-454815 (2025)

LIMITED POWER OF ATTORNEY

For Real Estate Matters

1. ***Appointment of Agent.*** I, the undersigned Principal, appoint **Mark A. Pearce** as my Agent for the limited purpose below.

2. ***Property.*** This document applies to the following Properties in which I have an ownership interest:

Legal Description: Please see attached.

PIN: 59030-454780, 59030-454782, 59030-454810, and 59030-454815

3. ***Limited Authority.*** I grant my Agent the authority to act for me and on my behalf to effect the care, maintenance, leasing and/or conveyance of the Properties, including any personal property located there, as set forth in §§ 244.44 and 244.45, Wis. Stats.

3. ***Limited Authority.*** We grant our Agent the authority to act for us and on our behalf to effect the care, maintenance, leasing and/or conveyance of the Properties, including any personal property located there, as set forth in §§ 244.44 and 244.45, Wis. Stats.

4. ***Duration.*** This Limited Power of Attorney is effective immediately, is durable, and shall remain in effect until I no longer have an ownership interest in the Properties or until I have personally revoked this document in a written notice delivered to my Agent. Any subsequent physical or mental disability, incapacity or incompetency shall not affect this Limited Power of Attorney or diminish the authority of my Agent.

5. ***Reliance.*** Anyone who receives the original, a legible photocopy or an electronic copy of this document may presume it to be valid and act under it, unless that person knows that this Power of Attorney has been terminated or is otherwise invalid. Refusal to accept an acknowledged power of attorney in violation of applicable law could subject a person to legal action, including costs and reasonable attorney fees, pursuant to § 244.20, Wis. Stats.

6. ***Governing Law.*** This document shall be construed pursuant to the Uniform Power of Attorney for Finances and Property Act, Chapter 244 of the Wisconsin Statutes, as the same may be hereafter amended or re-created.

[remainder of this page intentionally left blank]

7. ***Agent Acceptance & Signature.*** By accepting or acting under the appointment as Agent, the undersigned assumes the fiduciary and other legal responsibilities of an agent and will act in good faith for the Principal's benefit.

Agent: Mark A Pearce

Mark A. Pearce
413 Rustic Road
Plymouth, WI 53073

8. ***Principal's Signature.*** I sign this instrument on the date indicated below.

Signature: Matthew G. Pearce Dated: 07/24/, 2026

Matthew G. Pearce, Principal
W130 N11832 Harvest Ridge
Germantown, WI 53022

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss
SHEBOYGAN COUNTY)

This document was acknowledged before me on July 24th, 2026, by **Matthew G. Pearce.**

ROSS GRENFELL NOTARY PUBLIC STATE OF WISCONSIN

Ross Grenfell (print name)
Notary Public, State of Wisconsin
My commission is permanent (expires: 05/17/2029).

DRAFTED BY:
Attorney Michael J. Bauer
HOPP NEUMANN HUMKE LLP
2124 Kohler Memorial Drive, Suite 310
Sheboygan, WI 53081-3174
Telephone: (920) 457-8400
Facsimile: (920) 457-8411
Email: mike.bauer@hopplaw.com

LIMITED POWER OF ATTORNEY

For Real Estate Matters

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2. ***Property.*** This document applies to the following Properties in which I have an ownership interest:

Legal Description: Please see attached.

PIN: 59030-454780, 59030-454782, 59030-454810, and 59030-454815

3. ***Limited Authority.*** I grant my Agent the authority to act for me and on my behalf to effect the care, maintenance, leasing and/or conveyance of the Properties, including any personal property located there, as set forth in §§ 244.44 and 244.45, Wis. Stats.

3. ***Limited Authority.*** We grant our Agent the authority to act for us and on our behalf to effect the care, maintenance, leasing and/or conveyance of the Properties, including any personal property located there, as set forth in §§ 244.44 and 244.45, Wis. Stats.

4. ***Duration.*** This Limited Power of Attorney is effective immediately, is durable, and shall remain in effect until I no longer have an ownership interest in the Properties or until I have personally revoked this document in a written notice delivered to my Agent. Any subsequent physical or mental disability, incapacity or incompetency shall not affect this Limited Power of Attorney or diminish the authority of my Agent.

5. ***Reliance.*** Anyone who receives the original, a legible photocopy or an electronic copy of this document may presume it to be valid and act under it, unless that person knows that this Power of Attorney has been terminated or is otherwise invalid. Refusal to accept an acknowledged power of attorney in violation of applicable law could subject a person to legal action, including costs and reasonable attorney fees, pursuant to § 244.20, Wis. Stats.

6. ***Governing Law.*** This document shall be construed pursuant to the Uniform Power of Attorney for Finances and Property Act, Chapter 244 of the Wisconsin Statutes, as the same may be hereafter amended or re-created.

[remainder of this page intentionally left blank]

7. ***Agent Acceptance & Signature.*** By accepting or acting under the appointment as Agent, the undersigned assumes the fiduciary and other legal responsibilities of an agent and will act in good faith for the Principal's benefit.

Agent: Mark A. Pearce

Mark A. Pearce
413 Rustic Road
Plymouth, WI 53073

8. ***Principal's Signature.*** I sign this instrument on the date indicated below.

Signature: Mitchell J. Pearce Dated: 07/21/, 2026

Mitchell J. Pearce, Principal
225 Slater Road
Lewisville, NC 27023

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss
SHEBOYGAN COUNTY)

This document was acknowledged before me on July 21st, 2026, by **Mitchell J. Pearce.**

Haleigh N. Penley
Haleigh N Penley (print name)
Notary Public, State of North Carolina
My commission is permanent (expires: April 26th, 2031).

HALEIGH N PENLEY NOTARY PUBLIC SURRY COUNTY, NC

DRAFTED BY:
Attorney Michael J. Bauer
HOPP NEUMANN HUMKE LLP
2124 Kohler Memorial Drive, Suite 310
Sheboygan, WI 53081-3174
Telephone: (920) 457-8400
Facsimile: (920) 457-8411
Email: mike.bauer@hopplaw.com

LIMITED POWER OF ATTORNEY

For Real Estate Matters

1. ***Appointment of Agent.*** I, the undersigned Principal, appoint **Mark A. Pearce** as my Agent for the limited purpose below.

2. ***Property.*** This document applies to the following Properties in which I have an ownership interest:

Legal Description: Please see attached.

PIN: 59030-454780, 59030-454782, 59030-454810, and 59030-454815

3. ***Limited Authority.*** I grant my Agent the authority to act for me and on my behalf to effect the care, maintenance, leasing and/or conveyance of the Properties, including any personal property located there, as set forth in §§ 244.44 and 244.45, Wis. Stats.

3. ***Limited Authority.*** We grant our Agent the authority to act for us and on our behalf to effect the care, maintenance, leasing and/or conveyance of the Properties, including any personal property located there, as set forth in §§ 244.44 and 244.45, Wis. Stats.

4. ***Duration.*** This Limited Power of Attorney is effective immediately, is durable, and shall remain in effect until I no longer have an ownership interest in the Properties or until I have personally revoked this document in a written notice delivered to my Agent. Any subsequent physical or mental disability, incapacity or incompetency shall not affect this Limited Power of Attorney or diminish the authority of my Agent.

5. ***Reliance.*** Anyone who receives the original, a legible photocopy or an electronic copy of this document may presume it to be valid and act under it, unless that person knows that this Power of Attorney has been terminated or is otherwise invalid. Refusal to accept an acknowledged power of attorney in violation of applicable law could subject a person to legal action, including costs and reasonable attorney fees, pursuant to § 244.20, Wis. Stats.

6. ***Governing Law.*** This document shall be construed pursuant to the Uniform Power of Attorney for Finances and Property Act, Chapter 244 of the Wisconsin Statutes, as the same may be hereafter amended or re-created.

[remainder of this page intentionally left blank]

7. ***Agent Acceptance & Signature.*** By accepting or acting under the appointment as Agent, the undersigned assumes the fiduciary and other legal responsibilities of an agent and will act in good faith for the Principal's benefit.

Agent: Mark A. Pearce

Mark A. Pearce
413 Rustic Road
Plymouth, WI 53073

8. ***Principal's Signature.*** I sign this instrument on the date indicated below.

Signature: Rachel A Olig Dated: 7-18-2026, 2026

Rachel A. Olig, Principal
2448 Riverdale Avenue
Sheboygan, WI 53081

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss
SHEBOYGAN COUNTY)

This document was acknowledged before me on 07/18, 2026, by **Rachel A. Olig**.

PRATIK BANJADE (print name)
Notary Public, State of Wisconsin
My commission is permanent (expires: feb 10, 2030).

PRATIK BANJADE NOTARY PUBLIC STATE OF WISCONSIN

DRAFTED BY:
Attorney Michael J. Bauer
HOPP NEUMANN HUMKE LLP
2124 Kohler Memorial Drive, Suite 310
Sheboygan, WI 53081-3174
Telephone: (920) 457-8400
Facsimile: (920) 457-8411
Email: mike.bauer@hopplaw.com