



TWENTIETH REGULAR COMMON COUNCIL MEETING AGENDA

January 19, 2026 at 6:00 PM

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

Notice of the 20th Regular Meeting of the 2025-2026 Common Council.

This meeting may be viewed LIVE on:

Charter Spectrum Channel 990, AT&T U-Verse Channel 99 and: www.wcsssheboygan.com/vod.

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

To view the meeting:

Microsoft Teams

Meeting ID: 243 137 527 586 00

Passcode: 2w8ow9Dc

OPENING OF MEETING

- 1. Call to order**
- 2. Roll Call**
- 3. Pledge of Allegiance**
- 4. Approval of Minutes**
Nineteenth Regular Council Meeting held on January 5, 2026
- 5. Resignation**
Jim Hollister from the Mead Public Library Board of Trustees effective immediately.
- 6. Confirmation of Mayoral Appointment**
Fern Lomibao to the Historic Preservation Commission
- 7. Public Forum**
Limit of five people having five minutes each with comments limited to items on this agenda.
- 8. Mayor's Announcements**
Upcoming Community Events, Proclamations, Employee Recognitions

CONSENT

- 9.** Report 38-25-26 by Director of Planning and Development submitting the 2024 Consolidated Annual Performance Evaluation Report (CAPER) for the purpose of a presentation and public hearing to be held on January 12, 2026.

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

- 10.** Report 39-25-26 by City Attorney Department submitting list of claims from Quarter 4 of 2025.

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

- 11.** Report 40-25-26 by City Clerk submitting various license applications

Voted 4-0 by Licensing, Hearings, and Public Safety Committee to recommend granting all applications subject to approvals, inspections, insurance, payment of license fees and meeting state statute requirements and Sheboygan Municipal Code.

- 12.** Res. No. 153-25-26 by Alderpersons Mitchell and Perrella authorizing the City to implement an incentive program for Workers Compensation claim medical appointments in conjunction with the transition to the Holista Network Rewards Program.

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

- 13.** Res. No. 149-25-26 by Alderpersons Mitchell and Perrella authorizing the appropriate City officials to execute an Addendum to the Contract for the Revaluation of All Real and Personal Property and Contract Extension for Annual Assessment Services City of Sheboygan 2021-2026 relating to the term of the contract.

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

- 14.** Res. No. 148-25-26 by Alderpersons Mitchell and Perrella amending the residential Recycling Fee and residential Garbage Collection Fee for services provided by the City.

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

- 15.** Res. No. 150-25-26 by Alderpersons Rust and Boorse authorizing the appropriate City officials to execute the documents necessary to purchase an ambulance from American Response Vehicles for the Sheboygan Fire Department and to make other purchases necessary to equip the new ambulance.

Voted 4-0 by Licensing, Hearings, and Public Safety Committee to recommend adoption

RESOLUTIONS

- 16.** Res. No. 147-25-26 by Alderpersons Mitchell and Perrella authorizing retaining outside legal counsel to represent the City in the matter of Wal-Mart Stores, Inc. v. City of Sheboygan, and authorizing payment for said services.

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

- 17.** Res. No. 151-25-26 by Alderpersons Mitchell and Perrella authorizing entering into a Purchase and Sale Contract with Amazon.com Services LLC regarding the sale of 58.1 acres of land located at the intersection of Stahl Road and South Taylor Drive for the purpose of a Class A logistics facility.

Voted 3-2 by Finance and Personnel Committee to recommend adoption

GENERAL ORDINANCES

- 18.** Gen. Ord. No. 37-25-26 by Alderperson Close repealing and replacing Chapter 105 of the Sheboygan Municipal Code entitled "General Zoning" and referred to as the City of Sheboygan Zoning Ordinance.
REFER TO CITY PLAN COMMISSION

Voted 7-0 by City Plan Commission to recommend adoption with the following amendments:

Voted 6-1 TO STRIKE 3.03(j)(III)(1) SECTION 7

Voted 6-1 TO STRIKE 3.03(j)(III)(1) 3, 10, 12, and verbiage "40% of" 13

Voted 6-1 TO STRIKE 3.03(b)(I)(1)

Voted 5-2 TO STRIKE 3.03(d)(I)(1) verbiage "greater than 21,780 sf"

Voted 7-0 TO STRIKE 4.06(h)(I) verbiage "3.0 per unit (1-2unit structure)" under R Uses on table IV-2

VETO

- 19.** Memorandum filed with the City Clerk from Mayor Ryan Sorenson formally exercising his authority under Section 2-124 of the Sheboygan Municipal Code to veto General Ordinance No. 35-25-26.

CLOSED SESSION

- 20.** Motion to convene in closed session under the exemption contained in Wis. Stat. s. 19.85(1)(g) for the purpose of conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is involved, to wit: Chad Pelishek v. City of Sheboygan, et. al. *AND* motion to convene in closed session under the exemption provided by Wis. Stat. § 19.85(1)(e) for deliberation or negotiation of the investment of public funds, where competitive or bargaining reasons require a closed session, to wit: receive an update from the City Administrator on development projects which may require negotiation related to the investment of public funds.

OPEN SESSION

- 21.** Motion to reconvene in open session for possible action relating to the matters discussed in closed session.
- 22.** Res. No. 152-25-26 by Alderpersons Mitchell and Perrella authorizing the City Attorney's Office to settle the matter of *Chad Pelishek v. City of Sheboygan, et al.*, United States District Court, Eastern District of Wisconsin Case No. 23-CV-1048.

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

TENTATIVE DATE OF NEXT REGULAR MEETING

- 23.** Next Regular Meeting Date: February 2, 2026

ADJOURN MEETING

- 24.** 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**NINETEENTH REGULAR COMMON COUNCIL MEETING MINUTES****Monday, January 05, 2026**

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

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

2. Roll Call

Alderspersons present: Belanger, Boorse, Close, Dekker, Grawien, Heidemann, Menzer, Mitchell, Perrella, Rust – 10.

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

Eighteenth Regular Council Meeting held on December 15, 2025

MOTION TO APPROVE

Motion made by Dekker, Seconded by Perrella.

Voting Yea: Belanger, Boorse, Close, Dekker, Grawien, Heidemann, Menzer, Mitchell, Perrella, Rust – 10.

5. Mayoral Appointment

Fern Lomibao to the Historic Preservation Commission. Lays over.

6. Confirmation of Mayoral Appointments

Annie Van Zeeland to be considered for appointment to the Mayor's International Committee

Thomas Niela to be considered for appointment to the Mayor's International Committee

MOTION TO CONFIRM

Motion made by Dekker, Seconded by Perrella.

Voting Yea: Belanger, Boorse, Close, Dekker, Grawien, Heidemann, Menzer, Mitchell, Perrella, Rust – 10.

7. Public Forum

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

Lisa Salgado, Samantha Saeger, and Michael Brunette all spoke.

8. Mayor's Announcements

Upcoming Community Events, Proclamations, Employee Recognitions

HEARINGS

9. Hearing 12-25-26 is scheduled to give persons an opportunity to be heard relative to a proposed amendment to the City of Sheboygan's Zoning Ordinance. The purpose of the amendment is to relocate the zoning-related boards and commissions in the code.

Lisa Salgado, Judi Pool, Nathan Eastway, Mark Mahoney, Peter Jacobs, Annette Chiddister-Woods, and Jon Dolson all spoke.

Item 4.

MOTION TO CLOSE THE HEARING

Motion made by Dekker, Seconded by Perrella.

Voting Yea: Belanger, Boorse, Close, Dekker, Grawien, Heidemann, Menzer, Mitchell, Perrella, Rust – 10.

RESOLUTIONS

10. Res. No. 146-25-26 by Alderpersons Dekker and Perrella commemorating the distinguished service of Michael Vandersteen to the City of Sheboygan.

MOTION TO ADOPT THE RESOLUTION

Motion made by Dekker, Seconded by Perrella.

Voting Yea: Belanger, Boorse, Close, Dekker, Grawien, Heidemann, Menzer, Mitchell, Perrella, Rust – 10.

GENERAL ORDINANCES

11. Gen. Ord. No. 36-25-26 by Alderperson Close granting SBEHAH 505 SHEBOYGAN PROPERTY LLC, its successors and assigns, the privilege of encroaching upon the described portions of South Water Street right of way in the City of Sheboygan for the purpose of creating wheelchair ramp access to the Golden Harbor Assisted Living Facility building.

MOTION TO ADOPT THE ORDINANCE

Motion made by Close, Seconded by Dekker.

Voting Yea: Belanger, Boorse, Close, Dekker, Grawien, Heidemann, Menzer, Mitchell, Perrella, Rust – 10.

12. Gen. Ord. No. 37-25-26 by Alderperson Close repealing and replacing Chapter 105 of the Sheboygan Municipal Code entitled "General Zoning" and referred to as the City of Sheboygan Zoning Ordinance. LAYS OVER

Voted 7-0 by City Plan Commission to recommend adoption with the following amendments:

Voted 6-1 TO STRIKE 3.03(J)(III)(1) SECTION 7

Voted 6-1 TO STRIKE 3.03(j)(III)(1) 3, 10, 12, and verbiage "40% of" 13

Voted 6-1 TO STRIKE 3.03(b)(I)(1)

Voted 5-2 TO STRIKE 3.03(d)(I)(1) verbiage "greater than 21,780 sf"

Voted 7-0 TO STRIKE 4.06(h)(I) verbiage "3.0 per unit (1-2unit structure)" under R Uses on table IV-2

MATTERS LAID OVER

13. Gen. Ord. No. 35-25-26 by Alderperson Close updating various sections of the Sheboygan Municipal Code so as to relocate the zoning-related boards and commissions.

MOTION TO ADOPT THE ORDINANCE

Motion made by Close, Seconded by Dekker.

Voting Yea: Belanger, Boorse, Close, Dekker, Grawien, Heidemann, Menzer, Mitchell, Perrella, Rust – 10.

OTHER MATTERS AUTHORIZED BY LAW – None.

TENTATIVE DATE OF NEXT REGULAR MEETING

14. Next Regular Meeting Date: January 19, 2026

ADJOURN MEETING

15. Motion to Adjourn

MOTION TO ADJOURN AT 6:49 PM

Motion made by Dekker, Seconded by Perrella.

Voting Yea: Belanger, Boorse, Close, Dekker, Grawien, Heidemann, Menzer, Mitchell, Perrella, Rust – 10.

January 19, 2026

Resignation

Jim Hollister from the Mead Public Library Board of Trustees effective immediately.



December 29th 2025

TO THE MEMBERS OF THE COMMON COUNCIL:

I hereby submit the following appointments for your confirmation:

- Fern Lomibao to be considered for appointment to the Historic Preservation Commission

A handwritten signature in black ink that reads "Ryan Sorenson".

Ryan Sorenson
Mayor
City of Sheboygan

Office of the Mayor

CITY HALL
828 CENTER AVE.
SHEBOYGAN, WI 53081

920-459-3317
www.sheboyganwi.gov

Fern Lomibao – Local Photographer, Self-directed study in early 20th-century Sheboygan County architecture, preservation practices, and sustainable design

**CITY OF SHEBOYGAN
REPORT 38-25-26**

BY DIRECTOR OF PLANNING AND DEVELOPMENT

JANUARY 12, 2026.

Submitting the 2024 Consolidated Annual Performance Evaluation Report (CAPER)
for the purpose of a presentation and public hearing to be held on January 12, 2026.



2024 Consolidated Annual Performance Evaluation Report (CAPER)

CR-05 - Goals and Outcomes

Progress the jurisdiction has made in carrying out its strategic plan and its action plan. 91.520(a)

This could be an overview that includes major initiatives and highlights that were proposed and executed throughout the program year.

The City of Sheboygan presents the Program Year 2024 CAPER for the period of April 1, 2024 - March 31, 2025. The CAPER presents the City's progress in carrying out projects and activities pursuant to the 2024 Annual Action Plan for CDBG funds received from the United States Department of the Housing and Urban Development (HUD) to principally benefit low- and moderate-income persons. The CAPER also provides a general assessment of the City's progress in addressing the priorities and objectives contained in the five-year Consolidated Plan (Con Plan) 2020-2024. In 2024, the City spent approximately 98.87% percent of the funds on activities benefiting LMI persons.

The city continues to assist LMI households through the housing rehab program which ensures homes are decent, safe and sanitary for the occupants and helps to preserve quality housing within our city.

Critical partnerships with many non-profits throughout the city continue to be a major focus in supporting LMI households with critical services from transportation, case management and housing counseling.

Finally, the city was able to assist three small businesses launch and expand its job force with vital financial assistance.

Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)

Categories, priority levels, funding sources and amounts, outcomes/objectives, goal outcome indicators, units of measure, targets, actual outcomes/outputs, and percentage completed for each of the grantee's program year goals.

Information in the chart below represents the activities by category in the Consolidated Plan, expected and actual, as well as the most recent Annual Action Plan, expected and actual.

Goal	Category	Source / Amount	Indicator	Unit of Measure	Expected – Strategic Plan	Actual – Strategic Plan	Percent Complete	Expected – Program Year	Actual – Program Year	Percent Complete
Accessibility improvements to existing homes	Affordable Housing Homeless	CDBG: \$	Homeowner Housing Rehabilitated	Household Housing Unit	30	23	76.67%	44	44	100%
Affordable Housing Market Analysis	Affordable Housing Homeless	CDBG: \$	Other	Other	1	1	100.00%	1	1	100%
Child Care Assistance	Non-Housing Community Development	CDBG: \$	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	100	222	222.00%	0	0	
Child Care Assistance	Non-Housing Community Development	CDBG: \$	Public service activities for Low/Moderate Income Housing Benefit	Households Assisted	0	0		0	0	
Community Facilities	Non-Housing Community Development	CDBG: \$	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	15000	11140	74.27%	24593	24593	100%
Community Facilities	Non-Housing Community Development	CDBG: \$	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	0	0		0	0	

Community Facilities	Non-Housing Community Development	CDBG: \$	Businesses assisted	Businesses Assisted	0	5066		0	0	0.00%
Economic Development	Non-Housing Community Development	CDBG: \$	Jobs created/retained	Jobs	35	35	100.00%	35	35	100.00%
Homelessness	Homeless	CDBG: \$	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	1000	4074	407.40%	0	0	
Homelessness	Homeless	CDBG: \$	Tenant-based rental assistance / Rapid Rehousing	Households Assisted	0	0		725	0	0.00%
Homelessness	Homeless	CDBG: \$	Homeless Person Overnight Shelter	Persons Assisted	200	272	136.00%	0	0	
Homelessness	Homeless	CDBG: \$	Overnight/Emergency Shelter/Transitional Housing Beds added	Beds	0	146		725	725	100%
Homelessness	Homeless	CDBG: \$	Homelessness Prevention	Persons Assisted	0	0		150	150	100%
Homelessness	Homeless	CDBG: \$	Other	Other	1	0	0.00%			
Increased home ownership opportunities	Affordable Housing Homeless	CDBG: \$	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	0	0		0	35	

Increased home ownership opportunities	Affordable Housing Homeless	CDBG: \$	Direct Financial Assistance to Homebuyers	Households Assisted	15	213	1,420.00%	2	0	0.00%
Increased home ownership opportunities	Affordable Housing Homeless	CDBG: \$	Other	Other	0	0		2	0	0.00%
Mental and Health Services	Non-Homeless Special Needs	CDBG: \$	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	150	409	272.67%	0	0	
Neighborhood Revitalization and Stabilization	Non-Housing Community Development	CDBG: \$	Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit	Households Assisted	10000	41259	412.59%	24593	24593	100%
Neighborhood Revitalization and Stabilization	Non-Housing Community Development	CDBG: \$	Buildings Demolished	Buildings	5	0	0.00%	0	0	
Neighborhood Revitalization and Stabilization	Non-Housing Community Development	CDBG: \$	Housing Code Enforcement/Foreclosed Property Care	Household Housing Unit	300	428	142.67%	0	0	
Neighborhood Revitalization and Stabilization	Non-Housing Community Development	CDBG: \$	Other	Other	12	13	108.33%	872	872	100%

New owner-occupied housing construction	Affordable Housing	CDBG: \$	Rental units constructed	Household Housing Unit	3	0	0.00%			
New owner-occupied housing construction	Affordable Housing	CDBG: \$	Homeowner Housing Added	Household Housing Unit	2	0	0.00%			
Preservation of existing homes	Affordable Housing	CDBG: \$	Rental units rehabilitated	Household Housing Unit	2	2	100.00%	2	0	0.00%
Preservation of existing homes	Affordable Housing	CDBG: \$	Homeowner Housing Rehabilitated	Household Housing Unit	0	7		10	4	40%
Preservation of existing homes	Affordable Housing	CDBG: \$	Direct Financial Assistance to Homebuyers	Households Assisted	30	114	380.00%	0	4	400%
Preservation of existing homes	Affordable Housing	CDBG: \$	Buildings Demolished	Buildings	5	0	0.00%			
Preservation of existing homes	Affordable Housing	CDBG: \$	Housing Code Enforcement/Foreclosed Property Care	Household Housing Unit	500	641	128.20%			
Re-Evaluate City Rehab Programs	Affordable Housing Homeless	CDBG: \$	Homeowner Housing Added	Household Housing Unit	15	0	0.00%			

Youth Assistance Program	Non-Homeless Special Needs	CDBG: \$	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	400	2851	712.75%	400	961	240%
Youth Assistance Program	Non-Homeless Special Needs	CDBG: \$	Public service activities for Low/Moderate Income Housing Benefit	Households Assisted	50	454	908.00%	50	220	440%

Table 1 - Accomplishments – Program Year & Strategic Plan to Date

Assess how the jurisdiction's use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.

The City continues to prioritize creating and rehabilitating housing opportunities, improving public facilities, assisting businesses create jobs and support households with critical services such as transportation, case management and housing counseling. This year, 98.87% of our funding benefited low-to-moderate income persons. Goals that were not achieved were missed due to a combination of shortage of contractors, shortage of qualified applicants (homeowner rehabilitation) and staffing vacancies within the Department of Planning and Development.

CR-10 - Racial and Ethnic composition of families assisted

Describe the families assisted (including the racial and ethnic status of families assisted).

91.520(a)

	CDBG
White	3,574
Black or African American	547
Asian	471
American Indian or American Native	37
Native Hawaiian or Other Pacific Islander	0
Total	4,629
Hispanic	753
Not Hispanic	4,855

Table 2 – Table of assistance to racial and ethnic populations by source of funds

Narrative

The City served over 5000 households with CDBG funded activities during the 2024 Program Year. These numbers exclude area benefit activities that impact an entire neighborhood. It is important to note that in addition to the races listed above, the City of Sheboygan also served American Indian/Alaskan Native and White; Asian and White; Black/African American and White; Am. Indian/Alaskan and Black/African American; and other Multi-Racial households.

CR-15 - Resources and Investments 91.520(a)

Identify the resources made available

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG	public - federal	2,753,777	743,772

Table 3 - Resources Made Available

Narrative

This includes Loan 108 program funding sources.

Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description
BLOCK GRANT TARGET AREA, SHEBOYGAN	80	50	
Downtown Central Commerical Business District	10		
Eligible Census Tracts	10	50	

Table 4 – Identify the geographic distribution and location of investments

Narrative

The work completed in program year 2024 was completed through public service subrecipients and on residential rehab projects for homeowners and renters. Work was also completed in a low income census tract for public facilities. Work was not undertaken downtown for a variety of reasons, including (primarily) staff transitions.

Leveraging

Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.

In order to expand the scope and impact of our projects, the City of Sheboygan works to ensure it is utilizing all available funding streams. In 2024, in addition to its entitlement of \$891,668, the City planned to leverage other funding, but due to staff vacancies in the Department of Development, additional funds were not expended. Like most cities, Sheboygan has multifaceted needs which cannot be met by CDBG alone, including affordable housing, infrastructure improvements, economic development, and social services among others. However, this past program year, those plans did not come to fruition.

CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

	One-Year Goal	Actual
Number of Homeless households to be provided affordable housing units	725	725
Number of Non-Homeless households to be provided affordable housing units	1200	1200
Number of Special-Needs households to be provided affordable housing units	20	0
Total	1,945	1925

Table 5 – Number of Households

	One-Year Goal	Actual
Number of households supported through Rental Assistance	725	725
Number of households supported through The Production of New Units	0	44
Number of households supported through Rehab of Existing Units	15	4
Number of households supported through Acquisition of Existing Units	0	0
Total	740	773

Table 6 – Number of Households Supported

Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

In addition to households supported above, the city also supports Shoreline Metro our local city bus service. CDBG funds specifically target the routes in the LMI census tracts. Through this an additional 2,877 individuals were served.

We continue to have a labor shortage in the construction trades. It is very difficult to find contractors that want to participate in housing rehabilitation programs. Most contractors that do rehabilitation are

interested in complete kitchen and bath remodels. It is also very difficult to find available plumbers and electricians. Another challenge facing the city of Sheboygan is the incredible amount of homeowner rehab loan applicants who are ineligible but try to scam the system. More applications are denied due to being unqualified than are approved and awarded a loan. Additionally, where goals were not met, it is a direct result of being without CDBG staff for a period of months.

Discuss how these outcomes will impact future annual action plans.

The City worked with public service and other partners to assist with acquisition and soft costs in a tax credit project to create 44 new housing units for 60% LMI or lower. These units were completed in 2024. The CDBG program will also be launching a down payment assistance program to ensure LMI households are able to access housing in our current market at an affordable rate. The vacancy rate for all housing options in our community is under 1%. This is making it even more difficult to find affordable housing. The city has plans for over 3000 new housing units to be built over the next 5-7 years that will begin to relieve pressure on accessing housing.

Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.

Number of Households Served	CDBG Actual	HOME Actual
Extremely Low-income	3,383	0
Low-income	1,233	0
Moderate-income	924	0
Total	5,540	0

Table 7 – Number of Households Served

Narrative Information

A significant increase in households served was realized in the 2024 program year, largely due to the public service subrecipients' demand for services, and the City's work with Shoreline Metro, who served over 2,800 people from low income neighborhoods with rides to work, healthcare appointments, and other business/services. With the highest number served being in the extremely low income category, we believe these CDBG dollars are doing the very important work that they are designed to do, in our community.

CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)

Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

Outreach services are used to engage people experiencing homelessness who are otherwise unable or unwilling to seek assistance on their own. Lakeshore Community Action Program, a subrecipient, serves as the lead agency for the Lakeshore Continuum of Care, and is also responsible for administering the City's Point In Time count. The agency participates in extensive outreach activities and responds to each client. CDBG funds are allocated to their supportive housing and rental assistance program. They also offer a homebuyer program, skills enhancement, the Emergency Food Assistance Program, and a GED/HSED program. Lakeshore CAP's staff consistently works to gain a holistic understanding of the situation that led the individual to be homeless in order to connect them with appropriate services, while respecting their autonomy.

As like most communities, we need additional resources to address the mental health and substance addiction needs within the community.

Addressing the emergency shelter and transitional housing needs of homeless persons

The Lakeshore Continuum of Care utilizes a coordinated entry system which provides a systematic process for assessing people and prioritizing them for the appropriate housing intervention based on need and vulnerability. Emergency shelter and transitional housing staff provide the valuable service of assessing program consumers and referring them to necessary services within the community. The Salvation Army, Safe Harbor, the Sheboygan County Warming Center and Pay it Forward served the homeless population in various capacities in 2024.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

The homelessness prevention and rapid re-housing programs are administered by the Lakeshore CAP, a CDBG subrecipient. The Sheboygan Housing Coalition, a cross-sector cooperative comprised of more than 70 member agencies, including the City, also works to prevent homelessness through various programs.

CDBG funds are directly used for rental assistance in an effort to prevent homelessness.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

This continues to be a challenge for us in the City. This is especially true because even with program supports, our vacancy rate is less than 1%. In January 2025 there were 6 vacant housing units available across the entire city. We continue to work with partner agencies and identify opportunities to address this critical need.

CR-30 - Public Housing 91.220(h); 91.320(j)**Actions taken to address the needs of public housing**

The housing authority has experienced some turn over in staffing, but for the majority of the program year had stable employment. The Housing Authority is also undertaking a major renovation and transition to partnership with outside ownership, of their high-rise building, which provides a bulk of the public housing in the City of Sheboygan. This has added to the existing challenges previously experienced by individuals residing in public housing within the city. City staff continue to look for opportunities to partner with the housing authority.

Actions taken to encourage public housing residents to become more involved in management and participate in homeownership

Lakeshore CAP and Partners for Community Development offer down payment assistance programs for first time homeowners. These agencies also provide rent smart training to residents of the public housing.

Actions taken to provide assistance to troubled PHAs

The City of Sheboygan's Housing Authority is a not a troubled PHA.

CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)

Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)

The city conducted a new housing study in 2024. According to that study, the city will need about 5000 new housing units over the next 5 years. This equates to 2,165 new rental units and 3,040 new owner-occupied units. In recent past, the city has been constructing approximately 200 annually. The City is aggressively addressing the housing shortage with a multi-prong approach. Support for affordable/workforce housing as well as market rate housing is strong. In the last year and a half, the city created 4 new tax increment districts with a large focus on housing. We anticipate about 3000 new housing units within these 4 new TIDs. We have also created an affordable housing revolving loan fund program with TID closure funds to also support the development of new housing units. This growth will help our local businesses with work force shortages, provide options to empty nesters to move out of large underutilized homes, as well as take pressure off the existing rental market to make units available for affordable rent.

Changes to the zoning code are ongoing, and as recently as March of 2024, codes were updated. The goal is to remove any negative effects of zoning policy that serve as a barrier to affordable housing construction/development.

Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)

The City completed a public request for proposals process to allow public service agencies to submit a request for funding, ensuring applicant programs meet priority needs found in the Consolidated and Annual Action Plans. Material cost and contractor availability continue to be addressed. Staff continue to look for additional funding streams and for opportunities to collaborate with outside agencies.

Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)

The city addresses lead-based paint hazards through the housing rehabilitation program. In addition, Partners for Community Development receives funding through the State to address additional eligible properties abate lead hazards.

Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)

The city works in collaboration with many agencies to provide services to poverty level families. In addition, we maximize our CDBG public service grants to further this mission.

Actions taken to develop institutional structure. 91.220(k); 91.320(j)

City staff works throughout the year to increase institutional structure, both within the City and throughout our partner agencies. This is accomplished by providing technical assistance on federal grant management, such as growing their knowledge of Davis-Bacon requirements, financial management and other grant management procedures. Staff maintains contact with partner agencies throughout the year, offering referrals for funding and training opportunities where appropriate.

Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)

City staff is heavily connected to work with public and private housing and social services agencies to make the biggest impact. Evidence of this includes involvement in multi-sector task forces, coalitions, and networks that connect the City to private and social service programs.

Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)

The City of Sheboygan continued to work with the Lakeshore Apartment Association to educate local landlords on fair housing related issues. The City also funded Partners for Community Development in conjunction with Recommendation No. 3, funding post-purchase counseling.

CR-40 - Monitoring 91.220 and 91.230

Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

Projects and programs funded with CDBG are subject to monitoring. City staff makes contact with each subrecipient prior to the execution of agreements. Performance standards are established and included in the signed Agreement for each subrecipient of CDBG funds. All recipients of CDBG public services funds are evaluated through quarterly reports to the City, as required by the funding agreement. Each report provides statistics on the program participants and a narrative of the activities undertaken during the reporting period. The information provided to the City is entered into the Integrated Disbursement and Information System (IDIS). City staff continues to be in regular contact with subrecipients throughout the program year, offering training sessions, one-on-one technical assistance and performance check-ins.

Citizen Participation Plan 91.105(d); 91.115(d)

Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.

The City makes every effort to provide citizens with reasonable notice and opportunity to comment on performance reports. Notice of the public hearing and comment period is published in the paper of record, the Sheboygan Press and is posted on the City website and in public locations throughout the City, including the Library and City Hall. A copy of the report is available for review on the City's website and residents are encouraged to share their feedback at the public hearing, held during a Personnel and Finance Committee meeting.

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

No significant changes at this time.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

No

[BEDI grantees] Describe accomplishments and program outcomes during the last year.

N/A

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

No significant changes at this time.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?No

[BEDI grantees] Describe accomplishments and program outcomes during the last year.

N/A

CR-58 – Section 3

Identify the number of individuals assisted and the types of assistance provided

Total Labor Hours	CDBG	HOME	ESG	HOPWA	HTF
Total Number of Activities	0	0	0	0	0
Total Labor Hours	0				
Total Section 3 Worker Hours	0				
Total Targeted Section 3 Worker Hours	0				

Table 8 – Total Labor Hours

Qualitative Efforts - Number of Activities by Program	CDBG	HOME	ESG	HOPWA	HTF
Outreach efforts to generate job applicants who are Public Housing Targeted Workers					
Outreach efforts to generate job applicants who are Other Funding Targeted Workers.					
Direct, on-the job training (including apprenticeships).	0				
Indirect training such as arranging for, contracting for, or paying tuition for, off-site training.					
Technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching).					
Outreach efforts to identify and secure bids from Section 3 business concerns.	0				
Technical assistance to help Section 3 business concerns understand and bid on contracts.					
Division of contracts into smaller jobs to facilitate participation by Section 3 business concerns.					
Provided or connected residents with assistance in seeking employment including: drafting resumes, preparing for interviews, finding job opportunities, connecting residents to job placement services.					
Held one or more job fairs.					
Provided or connected residents with supportive services that can provide direct services or referrals.					
Provided or connected residents with supportive services that provide one or more of the following: work readiness health screenings, interview clothing, uniforms, test fees, transportation.					
Assisted residents with finding child care.					
Assisted residents to apply for, or attend community college or a four year educational institution.					
Assisted residents to apply for, or attend vocational/technical training.					
Assisted residents to obtain financial literacy training and/or coaching.					
Bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.					
Provided or connected residents with training on computer use or online technologies.					
Promoting the use of a business registry designed to create opportunities for disadvantaged and small businesses.					
Outreach, engagement, or referrals with the state one-stop system, as designed in Section 121(e)(2) of the Workforce Innovation and Opportunity Act.					

Other.					
--------	--	--	--	--	--

Table 9 – Qualitative Efforts - Number of Activities by Program

Narrative

The City of Sheboygan includes Section 3 goals in all of our publically-bid projects. Given the small market in Sheboygan, meeting the Section 3 goals can be difficult but the City continues to make every effort to do so.

Attachment

Affidavit of Publishing



PO Box 630848 Cincinnati, OH 45263-0848

AFFIDAVIT OF PUBLICATION

Sheb City Development
828 Center Ave Ste 104
Sheboygan WI 53081-4466

STATE OF WISCONSIN, COUNTY OF BROWN

I being duly sworn, doth depose and say that I am an authorized representative of the Sheboygan Press, a daily newspaper published in said county and that an advertisement of which the annexed is a true copy, taken from said paper, has been published in said newspaper in the issues dated:

11/28/2025

That said newspaper was regularly issued and circulated on those dates and that the fees charged are legal.

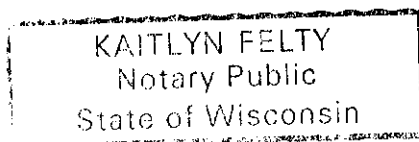
Sworn to and subscribed before on 11/28/2025

Legal Clerk

Notary, State of WI, County of Brown

My commission expires

Publication Cost:	\$45.00	
Tax Amount:	\$0.00	
Payment Cost:	\$45.00	
Order No:	11866396	# of Copies:
Customer No:	1012889	0
PO #:	LWIX0414556	

THIS IS NOT AN INVOICE!*Please do not use this form for payment remittance.*

Notice of Public Hearing
and Comment Period
Consolidated Annual Performance
Evaluation Report (CAPER)

The City of Sheboygan has prepared its 2024 CAPER as required by the U.S. Department of the Housing and Urban Development (HUD). The CAPER discusses CDBG activities undertaken by the City of Sheboygan during the 2024 program year.

The City of Sheboygan will hold a public hearing before the Finance and Personnel Committee on Monday, January 12th, 2026 at 6:00 p.m. in the Council Chambers, 3rd Floor of City Hall, 828 Center Avenue, to gather feedback on its CAPER for Program Year 2024.

Feedback from all interested parties is welcome in-person during the hearing or can be submitted via phone, by email or in writing during the public comment period which begins on Saturday, December 13, 2025 and concludes Monday, January 12, 2026. The draft of the CAPER is available on the City's website (www.sheboyganwi.gov) or may be viewed at City Hall, Department of Planning and Development. To comment or for further information, contact Taylor Zeinert, Director of Planning and Development, by phone at 920-459-3383, by email at taylor.zeinert@sheboyganwi.gov, or by mail at Department of City Development, Attn: Taylor Zeinert, 828 Center Ave. Ste 208, Sheboygan, WI 53081.

The public hearing space is fully accessible to persons with disabilities. Individuals needing special accommodations (including auxiliary aids/services or translation) during the hearing should notify Taylor Zeinert at least three days prior to the hearing. An ASL or language interpreter can be provided upon request.

Para recibir este aviso en español, contacta a Taylor Zeinert al 920-459-3383 o taylor.zeinert@sheboyganwi.gov.
Yog koj xav tau daim ntawv ceeb toom no ua lus Hmoob, thov hu rau Taylor Zeinert ntawm 920-459-3383 lossis email taylor.zeinert@sheboyganwi.gov.

WVXALP
November 28 2025
LWIX0414556

**CITY OF SHEBOYGAN
REPORT 39-25-26**

BY CITY ATTORNEY DEPARTMENT.

JANUARY 12, 2026.

Since September 30, 2025, the City has received no new claims forms. The City has resolved five (5) existing claims. Nine (9) claims remain pending.

Claim	Claimant	Date of Incident	Date Filed	Status
2-23	Robert Autman	5/5/2023	5/17/2023	Pending
7-23	Gregory Robinson	8/19/2023	9/5/2023	Resolved
18-23	Douglas Diedrichs	9/21/2023	1/16/2024	Pending
23-23	Irma Reyes and Jorge Martinez	2/11/2024	3/14/2024	Pending
5-24	Phillip Link	3/13/2024	7/8/2024	Pending
11-24	Nora Gerber	8/20/2024	9/9/2024	Resolved
12-24	Tommie Dixon	9/8/2024	9/26/2024	Pending
16-24	Nathan Jackson	12/6/2024	1/29/2025	Pending
2-25	Cynthia Cuellar	2/15/2025	6/12/2025	Pending
3-25	Dorothy Marsho	4/19/2024	6/16/2025	Pending
4-25	Lacie Lynn Martin	6/9/2025	6/25/2025	Resolved
5-25	Joan Bohn	7/14/2025	7/18/2025	Resolved
6-25	Jeremy Reimer	7/10/2025	7/30/2025	Resolved
7-25	Society Insurance	5/7/2025	8/12/2025	Resolved
8-25	Mark Rupnik	8/26/2025	9/3/2025	Resolved
9-25	Jamila Hunter	8/21/2025	9/3/2025	Pending
10-25	Nicholas Vorath	8/21/2025	9/9/2025	Resolved
11-25	Carol Brabo	5/18/2025	9/10/2025	Resolved
12-25	Germantown Mutual Insurance Company	7/16/2025	9/30/2025	Resolved

**Claim #2-23**

Date Filed: May 17, 2023

Claimant Name: Jacobs Injury Law, S.C. for client Robert Autman

Summary of Claim: Claimant was being transported by the Sheboygan Sheriff Department from the Milwaukee County Community Reintegration Center when the driver intended to reverse, but the vehicle was in drive gear, striking a barrier in a parking lot.

Requested Claim Amount: N/A

Notice of Claim Submitted: Yes

Date Reviewed: May 26, 2023

Decision on Claim: Pending further information.

Basis for Denial/Approval: N/A

Amount paid, if applicable: N/A

**Claim #18-23**

Date Filed: January 16, 2024

Claimant Name: Alpert & Fellows LLC for client Douglas Diedrichs

Summary of Claim: Claimant lost control of a motorcycle due to spilled diesel fuel from a Shoreline Metro bus with a missing gas cap.

Requested Claim Amount: N/A

Notice of Claim Submitted: Yes

Date Reviewed: January 16, 2024

Decision on Claim: Pending further information.

Basis for Denial/Approval: N/A

Amount paid, if applicable: N/A

**Claim #23-23**

Date Filed: March 14, 2024

Claimant Name: Andriusis Law Firm LLC for clients Irma Reyes and Jorge Martinez

Summary of Claim: Claimants were riding in an ambulance when the ambulance was involved in an accident.

Requested Claim Amount: N/A

Notice of Claim Submitted: Yes

Date Reviewed: March 15, 2024

Decision on Claim: Pending further information.

Basis for Denial/Approval: N/A

Amount paid, if applicable: N/A



Claim #5-24

Date Filed: July 9, 2024

Claimant Name: Alpert & Fellows LLC for client Phillip Link

Summary of Claim: Claimant was on a bicycle and hit a snow plow indicator.

Requested Claim Amount: N/A

Notice of Claim Submitted: Yes

Date Reviewed: July 17, 2024

Decision on Claim: Pending further information.

Basis for Denial/Approval: N/A

Amount paid, if applicable: N/A



Claim #12-24

Date Filed: September 26, 2024

Claimant Name: C. Norris Law Group for client Tommie Dixon

Summary of Claim: Personal injuries and civil rights violations suffered during an officer involved incident.

Requested Claim Amount: N/A

Notice of Claim Submitted: Yes

Date Reviewed: October 8, 2024

Decision on Claim: Pending further information.

Basis for Denial/Approval: N/A

Amount paid, if applicable: N/A



Claim #16-24

Date Filed: January 29, 2025

Claimant Name: Sperling Law Offices, LLC for client Nathan Jackson

Summary of Claim: Claimant was on a bike and struck by a Shoreline Metro bus.

Requested Claim Amount: N/A

Notice of Claim Submitted: Yes

Date Reviewed: February 19, 2025

Decision on Claim: Pending further information.

Basis for Denial/Approval: N/A

Amount paid, if applicable: N/A

**Claim #2-25**

Date Filed: June 12, 2025

Claimant Name: Artisan and Truckers Casualty Company for insured Cynthia Cuellar

Summary of Claim: Claimant's vehicle was hit by a snow plow on February 15, 2025.

Requested Claim Amount: \$1,904.75

Notice of Claim Submitted: No

Date Reviewed: Currently in review.

Decision on Claim: N/A

Basis for Denial/Approval: N/A

Amount paid, if applicable: N/A

**Claim #3-25**

Date Filed: June 16, 2025

Claimant Name: Habush, Habush, & Rottier S.C. for client Dorothy Marsho

Summary of Claim: Claimant states wheelchair was not properly secure in Metro Connection van.

Requested Claim Amount: N/A

Notice of Claim Submitted: Yes

Date Reviewed: June 17, 2025

Decision on Claim: Pending further information.

Basis for Denial/Approval: N/A

Amount paid, if applicable: N/A

**Claim #7-25**

Date Filed: August 12, 2025

Claimant Name: Society Insurance for insured Lynda Neese

Summary of Claim: Claimant, Lynda Neese, tripped in a hole on a sidewalk.

Requested Claim Amount: \$3,414.99

Notice of Claim Submitted: No

Date Reviewed: September 9, 2025

Decision on Claim: Deny

Basis for Denial/Approval: The City is meeting its standard of care and had no prior knowledge that there was a hole in the sidewalk. The City is immune from liability under Wis. Stat. 893.80(4) – discretionary immunity.

Amount paid, if applicable: N/A



Claim #8-25

Date Filed: September 3, 2025

Claimant Name: Mark Rupnik

Summary of Claim: Claimant hit a hole in the road on his motorcycle.

Requested Claim Amount: \$1,664.51

Notice of Claim Submitted: No

Date Reviewed: Currently in review.

Decision on Claim: N/A

Basis for Denial/Approval: N/A

Amount paid, if applicable: N/A

**Claim #9-25**

Date Filed: September 3, 2025

Claimant Name: Jamila Hunter

Summary of Claim: Claimant fell off an obstacle at Shaw Family Park.

Requested Claim Amount: \$20,000.00

Notice of Claim Submitted: No

Date Reviewed: Currently in review.

Decision on Claim: N/A

Basis for Denial/Approval: N/A

Amount paid, if applicable: N/A

**Claim #10-25**

Date Filed: September 9, 2025

Claimant Name: Nicholas Vorath

Summary of Claim: Claimant alleges damages to his vehicle from construction on the road.

Requested Claim Amount: \$2,465.54

Notice of Claim Submitted: No

Date Reviewed: November 4, 2025

Decision on Claim: Deny

Basis for Denial/Approval: The City has denied your claim because Cornerstone Pavers was awarded the construction project and assumed responsibility for means and methods, construction site control, and indemnified the City. The City is immune from liability under Wis. Stat. 893.80(4).

Amount paid, if applicable: N/A

**Claim #10-25**

Date Filed: September 10, 2025

Claimant Name: Carol Brabo

Summary of Claim: Claimant tripped on a sidewalk.

Requested Claim Amount: \$1,352.82

Notice of Claim Submitted: No

Date Reviewed: November 4, 2025

Decision on Claim: Deny

Basis for Denial/Approval: The City is meeting its standard of care and had no prior knowledge of the sidewalk condition at the time of the incident. The City is immune from liability under Wis. Stat. 893.80(4) – discretionary immunity.

Amount paid, if applicable: N/A

**Claim #12-25**

Date Filed: September 30, 2025

Claimant Name: Germantown Mutual Insurance Company for insured Aspen Thrapp

Summary of Claim: Claimant alleges damages to vehicle from a dislodged manhole cover.

Requested Claim Amount: \$1,888.75

Notice of Claim Submitted: No

Date Reviewed: November 4, 2025

Decision on Claim: Deny

Basis for Denial/Approval: Generally, municipalities do not have a duty to protect citizens against hazards the municipality has no knowledge of. The City is immune from liability under Wis. Stat. 893.80(4) – discretionary immunity.

Amount paid, if applicable: N/A

**CITY OF SHEBOYGAN
REPORT 40-25-26**

BY CITY CLERK.

JANUARY 12, 2026.

Submitting various license applications.

CLASS "A" BEER/"CLASS A" CIDER ONLY LICENSE (June 30, 2026) (NEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3762	Vallecha Ventures LLC (Fuel N Flavor)	1211 Weeden Creek Road
3761	Vallecha Ventures LLC (Fuel N Flavor)	1230 N. Taylor Drive

CIGARETTE/TOBACCO (June 30, 2026) (NEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3762	Fuel N Flavor	1211 Weeden Creek Road
3761	Fuel N Flavor	1230 N. Taylor Drive

SECONDHAND DEALER LICENSE (RENEW) December 31, 2026

<u>No.</u>	<u>Name</u>	<u>Address</u>
1741	Sheboyguns Shooter Supply	1822 N. 12 th Street
3380	ecoATM, LLC	3711 S. Taylor Drive
3386	ecoATM, LLC	1317 N. 25 th Street

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

**CITY OF SHEBOYGAN
RESOLUTION 153-25-26**

BY ALDERPERSONS MITCHELL AND PERRELLA.

JANUARY 12, 2026.

A RESOLUTION authorizing the City to implement an incentive program for Workers Compensation claim medical appointments in conjunction with the transition to the Holista Network Rewards Program.

WHEREAS, the City of Sheboygan has opted into utilizing a 24/7 nurse triage line through the City's Workers Compensation Insurance administrator CVMIC to report work injuries starting in 2026; and

WHEREAS, to encourage employees to utilize the Holista preferred network, it is recommended by CVMIC to implement an incentive program for employees who opt in to the guaranteed pricing providers; and

WHEREAS, City staff has reviewed the recommendations of CVMIC and are in agreement that incentivizing employees to utilize specific providers will improve the success of the Workers Compensation program.

NOW, THEREFORE, BE IT RESOLVED: That the City implements the following incentive amounts for employees who participate in the Holista Network Rewards Program for Workers Compensation claims:

X-ray Completion	\$ 25
Ultrasound Completion	\$ 50
MRI or CT Scan Completion	\$100
Physical Therapy – Initial Consultation	\$100
Physical Therapy – Program Completion	\$100
Surgical – Consultation	\$300
Surgical – Treatment Bundle Completion	\$700

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 149-25-26**

BY ALDERPERSONS MITCHELL AND PERRELLA.

JANUARY 12, 2026.

A RESOLUTION authorizing the appropriate City officials to execute an Addendum to the Contract for the Revaluation of All Real and Personal Property and Contract Extension for Annual Assessment Services City of Sheboygan 2021-2026 relating to the term of the contract.

WHEREAS, on June 22, 2021 the City and Catalis Tax and CAMA, Inc. (successor in interest) entered into a Contract for the Revaluation of All Real and Personal Property and Contract Extension for Annual Assessment Services City of Sheboygan 2021-2026; and

WHEREAS, the Parties have identified a typographical error within the term of the contract identified in Article 1, which incorrectly identified the end of term in 2025, contrary to the remainder of the agreement; and

WHEREAS, the parties agree that the term was to begin January 1, 2022 and end December 31, 2026.

NOW, THEREFORE, BE IT RESOLVED: That the Mayor and City Clerk are hereby authorized to execute the Addendum to the Contract for the Revaluation of All Real and Personal Property and Contract Extension for Annual Assessment Services City of Sheboygan 2021-2026, a copy of which is attached hereto and incorporated herein.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of
Sheboygan

Meredith DeBruin, City Clerk, City of
Sheboygan

ADDENDUM TO:

**CONTRACT FOR THE REVALUATION
 OF ALL REAL AND PERSONAL PROPERTY
 AND CONTRACT EXTENSION FOR
 ANNUAL ASSESSMENT SERVICES
 CITY OF SHEBOYGAN
 2021-2026**

THIS ADDENDUM to the “Contract for the revaluation of all real and personal property and contractual extension for annual assessment services City of Sheboygan 2021-2026” is made by and between Catalis Tax and CAMA, Inc. (successor in interest), hereafter “Assessor,” and the City of Sheboygan, Sheboygan County, Wisconsin, hereafter “City”, together “the Parties.”

ADDENDUM to Article 1:

The Parties to this agreement have identified a typographical error within the term of the contract identified in Article 1, which incorrectly identified the end of the term in 2025, contrary to the remainder of the agreement. The correct dates of the contract should be construed as follows:

SCOPE OF WORK: the Assessor, having familiarized himself with the local conditions affecting the cost of work to be done, and the Standard Specifications for the revaluation of all Real and Personal Property in the State of Wisconsin pursuant to Chapter 70, Wisconsin State Statutes, hereby agrees to perform everything required to be performed, and to complete in a professional manner everything required to be completed , to provide annual Assessment Services to the City for the term **beginning January 1, 2022 and ending December 31, 2026**, and to revalue all real and Personal Property in the City, all in accordance with all applicable Wisconsin State Statutes and the General Agreements as stated in Article IV of this contract.

The Parties agree that the remainder of the original “Contract for the revaluation of all real and personal property and contractual extension for annual assessment services City of Sheboygan 2021-2026” remains in effect and is unchanged by this Addendum.

[This space intentionally left blank. Signatures on Page 2 of this document.

Agreed to this 9th day of December, 2025.



Catalis Tax and CAMA, Inc.

Name: **Steven Ashbacher**

Position: **Executive Vice President**

Agreed to this _____ day of _____, 2025.

City of Sheboygan

Name:

Position:

ATTEST:

City Clerk

Name:

**CITY OF SHEBOYGAN
RESOLUTION 148-25-26**

BY ALDERPERSONS MITCHELL AND PERRELLA.

JANUARY 12, 2026.

A RESOLUTION amending the residential Recycling Fee and residential Garbage Collection Fee for services provided by the City.

WHEREAS, the City of Sheboygan imposed a fee for garbage and recycling collection in 2012; and

WHEREAS, the City Water Utility provides administrative support through billing and collection of the Garbage and Recycling Fee on utility bills; and

WHEREAS, City staff has determined that increasing the fees is appropriate given economic conditions that have resulted in higher operating costs; and

WHEREAS, the Common Council approved a balanced 2026 budget, which contemplates increasing the fees as set forth herein.

NOW, THEREFORE, BE IT RESOLVED: That the Common Council hereby amends the special charge for residential recycling services from \$4.35 per month per residential unit to \$4.75 per month per residential unit effective January 1, 2026.

BE IT FURTHER RESOLVED: That the Common Council hereby amends the special charge for garbage recycling services from \$5.65 per month per residential unit to \$6.25 per month per residential unit effective January 1, 2026.

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 150-25-26**

BY ALDERPERSONS RUST AND BOORSE.

JANUARY 12, 2026.

A RESOLUTION authorizing the appropriate City officials to execute the documents necessary to purchase an ambulance from American Response Vehicles for the Sheboygan Fire Department and to make other purchases necessary to equip the new ambulance.

WHEREAS, it is in the City's best interest to have a modern, reliable, and fully functioning ambulance fleet to ensure effective emergency response; and

WHEREAS, the Sheboygan Fire Department continues to prioritize ambulance fleet replacement and included the purchase of a new ambulance in its budget request for 2026; and

WHEREAS, the total cost of \$495,135 will cover the purchase of the ambulance for \$372,700, \$63,138.28 for a power cot and stair chair, and \$59,296 for various medical supplies and equipment needed to properly stock and equip the unit.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are authorized to execute the necessary documents to purchase an ambulance and other equipment necessary to equip the ambulance for the total amount of \$495,135.

BE IT FURTHER RESOLVED: That the Finance Director is hereby authorized and directed to draw on Account No. 400200-651100 (Capital Projects Fund – Public Safety – Vehicles) in payment of same.

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



SALES AGREEMENT

Prepared by:

Kelly Silha
American Response Vehicles
ksilha@arvambulance.com
Submitted on: 12/29/2025

Prepared for:

Sheboygan Fire Department
1326 N 25th St
Sheboygan, Wisconsin 53081
Quote number: 00001193



Sign-off

Item 15.



00001193 Description	Price
2025 AEV X-Series LTD Type I Custom Ambulance 176 x 96 x 74 Ford F550, LWB, 4x4, Diesel	\$380,100.00
Less AEV,Ford, & ARV Discounts	\$7,400.00

Total

\$372,700.00

Standard chassis manufacturers' warranties apply and will start on the date and mileage at delivery. The warranty on our all-aluminum fully welded modular body is 20 years. Our conversion warranty, including our electrical system, paint, and graphics, is 7 years or 70,000 miles.

All third-party components, including but not limited to warning lights and systems, patient mobility products, portable equipment, suspension systems, and HVAC systems, are covered by their respective manufacturers' warranties and are not the responsibility of AEV or American Response Vehicles.

All parts and service are available through our facility in Columbia, Missouri; our facility in West Jefferson, North Carolina; or one of our remote service facilities in Nebraska or Illinois. Mobile Road Service is available with our fully stocked and equipped service vans to maintain your fleet right in your own facilities. We offer twenty-four-hour delivery on parts in most cases. If a part is not in our inventory, it will be shipped directly from the manufacturer, again, in most cases, within twenty-four hours.

Proposal Summary

American Response Vehicles proposes to Sheboygan Fire Department the project outlined in this document for a fee of \$372,700.00. This fee covers the following:

- Project management
- Equipment and materials
- Labor
- Scheduling and supervision
- Quality assurance

Please note that additional charges may apply if:

- Changes are made to the project scope after this document has been signed.
- There are discrepancies between the allowances outlined above and the actual cost of items.

The titling documents will be addressed to the same name and address as listed on the title page unless corrected information is provided in this document.

To proceed, we require agreement on this quote, including any modifications discussed during the presentation of this document, and the signing of the contractual agreement referencing this proposal.

American Response Vehicles

Sheboygan Fire Department



Kelly Silha
Regional Sales
Manager

Mike Lubbert
Assistant Chief - EMS

Terms & Conditions

- ALL WARRANTIES, IF ANY, BY A MANUFACTURER OR SUPPLIER OTHER THAN AMERICAN RESPONSE VEHICLES, INC. ARE THEIRS, NOT AMERICAN RESPONSE VEHICLES, INC. AND ONLY SUCH MANUFACTURER OR OTHER SUPPLIER SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES, UNLESS AMERICAN RESPONSE VEHICLES, INC. FURNISHES BUYER WITH A SEPARATE WRITTEN WARRANTY OR SERVICE CONTRACT MADE BY AMERICAN RESPONSE VEHICLES, INC. ON ITS OWN BEHALF, AMERICAN RESPONSE VEHICLES, INC. HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE: (A) ON ALL GOODS AND SERVICES SOLD BY AMERICAN RESPONSE VEHICLES, INC., AND (B) ON ALL USED VEHICLES WHICH ARE HEREBY SOLD "AS IS - NOT EXPRESSLY WARRANTED OR GUARANTEED."
- THIS ORDER IS A BINDING CONTRACT AFTER ACCEPTANCE BELOW BY AMERICAN RESPONSE VEHICLES' AUTHORIZED REPRESENTATIVE.
- THIS DOCUMENT COMPRISES THE ENTIRE AGREEMENT AFFECTING THIS PURCHASE AND NO OTHER AGREEMENT OR UNDERSTANDING OF ANY NATURE CONCERNING SAME HAS BEEN MADE OR ENTERED INTO, OR WILL IT BE RECOGNIZED. I HEREBY CERTIFY THAT NO CREDIT HAS BEEN EXTENDED TO ME FOR THE PURCHASE OF THIS MOTOR VEHICLE EXCEPT AS APPEARS IN WRITING ON THE FACE OF THIS AGREEMENT. I HAVE READ THE MATTER PRINTED ON THE BACK HEREOF AND AGREE TO IT AS A PART OF THIS ORDER THE SAME AS IF IT WERE PRINTED ABOVE MY SIGNATURE. I CERTIFY THAT I AM OF LEGAL AGE, AND HEREBY ACKNOWLEDGE RECEIPT OF A COPY OF THIS ORDER.
- All vehicles will be freighted FOB Columbia, MO or factory, and delivered C.O.D. Payment can either be made by cashier's check or wire transfer only. Government entities (backed by Government funds) can make payment by Government check. Delivery stated on the front of Sales Agreement is based on the number of Calendar days after receipt of American Response Vehicles, Inc. signed shop order confirmation. Please note items beyond the control of American Response Vehicles, Inc. and/or change orders may affect delivery.
- Any warranty claims will be handled exclusive of total payment of vehicle. Please see warranty section of your Owner's manual for all information pertaining to warranty.
- If the used motor vehicle which has been traded in as part of the consideration for the motor vehicle ordered hereunder is not to be delivered to American Response Vehicles, Inc., until delivery to Purchaser of such motor vehicle, the used motor vehicle shall be reappraised at that time and such reappraise value shall determine the allowance made for such used motor vehicle. If such reappraised value is lower than the original allowance shown on the front of this Order, Purchaser may, if dissatisfied therewith cancel this Order, provided, however, that such right to cancel is exercised prior to the delivery of the motor vehicle ordered hereunder to the Purchaser and surrender of the used motor vehicle to American Response Vehicles, Inc. Any trade-in vehicle shall have no deferred maintenance.
- Purchaser agrees to deliver to American Response Vehicles, Inc. satisfactory evidence of title to any used motor vehicle traded in as a part of the consideration for the motor vehicle ordered hereunder at the time of delivery of such used motor vehicle to American Response Vehicles, Inc. Purchaser warrants any such used motor vehicle to be his property free and clear of all liens and encumbrances except as otherwise noted herein.

- American Response Vehicles, Inc. shall not be liable for failure to deliver or delay in delivering the motor vehicle covered by this Order where such failure or delay is due, in whole or part, to any cause beyond the control or without the fault or negligence of American Response Vehicles, Inc.
- Manufacturer has reserved the right to change the design of any new motor vehicle, as is, accessories or parts thereof at any time without notice and without obligation to make the same or any similar change upon any motor vehicle, chassis, accessories or parts thereof previously purchased by or shipped to American Response Vehicles, Inc. or being manufactured or sold in accordance with American Response Vehicles, Inc. orders. Correspondingly, in the event of any such change by the Manufacturer, American Response Vehicles, Inc. shall have no obligation to Purchaser to make the same or any similar change in any motor vehicle, chassis, accessories or parts thereof covered by this Order either before or subsequent to delivery thereof to Purchaser.
- The price for the motor vehicle specified on the face of this Order includes reimbursement for any Fleet Incentive Discounts, and Federal Excise taxes, if applicable, but does not include sales taxes, use taxes or occupational taxes based on sale volume, (Federal, State or Local) unless expressly so states. Purchaser assumes and agrees to pay, unless prohibited by law, any such sales, use or occupational taxes imposed on or applicable to the transaction covered by this Order, regardless of which party may have primary tax liability therefore.
- USED VEHICLE WHETHER OR NOT SUBJECT TO MANUFACTURER'S WARRANTY: UNLESS A SEPARATE WRITTEN INSTRUMENT SHOWING THE TERMS OF ANY AMERICAN RESPONSE VEHICLES, INC. WARRANTY OR SERVICE CONTRACT IS FURNISHED BY AMERICAN RESPONSE VEHICLES, INC. TO BUYER, THIS VEHICLE IS SOLD "AS IS - NOT EXPRESSLY WARRANTED OR GUARANTEED", AND THE SELLER HEREBY DISCLAIMS TO THE EXTENT PERMITTED BY LAW, ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- PURCHASER SHALL NOT BE ENTITLED TO RECOVER FROM AMERICAN RESPONSE VEHICLES, INC. ANY CONSEQUENTIAL DAMAGES, DAMAGE TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS, OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES.
- All costs and expenses incurred by American Response Vehicles for work completed and accepted by the purchaser before receipt of a termination notice will remain the purchaser's responsibility. These costs include direct labor, materials, and any other expenses reasonably incurred in fulfilling the agreement, not to exceed a total of 5% of the final sale price of the project.
- Failure or refusal to accept delivery: should the Purchaser fail or refuse to accept delivery and/or complete payment in full, unless the vehicle fails to meet requirements found in the shop order confirmation document, the Purchaser acknowledges they are liable to American Response Vehicles, Inc. for expenses and reasonable profit on the ordered vehicle.

Signature:



Email: ksilha@arvambulance.com

Quote Prepared For Our Valued Customer:
City of Sheboygan Fire Department

Account ID: 55300510

Quote #: 27787

Customer Contact:

Billing Address:

Shipping Address:

City of Sheboygan Fire Department
PURCHASING DEPARTMENT
SHEBOYGAN, WI
53081

City of Sheboygan Fire Department
1326 N. 25th Street
Sheboygan, WI 53081

Valid Until: Dec 19, 2025

Strategic Acct Manager:

Your Sales Representative is: Holly Dietzler

Your Customer Service Contact is: Sam Johnson

h.dietzler@ferno.com, (612) 581-8200

s.johnson@ferno.com, (877) 733-0911

Item #	Product	Qty	Total Price
0000INXINLINSX	INX INLINE W/SX SHIP KIT Kit Includes: iNX Stretcher, SX Extenders, Battery, Charger, & Charger Adapter. Standard Features: Directional Wheel Locks & O2 Holder. *includes 2 year manufactures warranty*	1	\$ 42,895.44
0822453	INX TELESCOPING FRAME STO-NET — head end storage net	1	\$ 260.25
0822451	KIT, BACKREST PANEL MNT HOOK — backrest monitor mount hook	1	\$ 186.00
0822535	KIT, INX IV POLE	1	\$ 636.00
FWESLH	SLH, SIDE LIFT HANDLE PAIR	1	\$ 657.00
ILFM95UFPDC	INLINE 95 W/UFP MOUNT DC — 95 inch iNLINE Fastener with Universal Floor Plate and DC Charging.	1	\$ 7,047.36
0822480	INX BATTERY 30% CHARGE — spare battery	1	\$ 716.25
FWELFH	INX LOAD END FLIP OUT HANDLES	1	\$ 687.00
0731405	TRANSCEND CHAIR W/PWRTRAX STD - Equipped with rear Wheel Locks, Flip-up Handles, Telescopic U-bar, Footrest, Guard Bar, M28 US battery & Charger.	1	\$ 8,340.48
0822023	KIT HEADREST	1	\$ 144.75
0480081	POLE MOUNT, DOUBLE, INTRAXX	1	\$ 646.50
0480045	SHARPS BIN MOUNT, INTRAXX	1	\$ 517.50
0822557	iNX push pull handle	1	\$ 403.75

Hard Copy PO Required? ☐ Yes ☐ No

Subtotal: \$ 63,138.28

Approval: _____
Printed Name Signature

Credit Card: _____ Secure Code: _____ Exp: _____

Sales Tax: \$ 0.00
Shipping: \$ 0.00
Your Price: \$ 63,138.28**Comments:** *Shipping is included*

**CITY OF SHEBOYGAN
RESOLUTION 147-25-26**

BY ALDERPERSONS MITCHELL AND PERRELLA.

JANUARY 12, 2026.

A RESOLUTION authorizing retaining outside legal counsel to represent the City in the matter of Wal-Mart Stores, Inc. v. City of Sheboygan, and authorizing payment for said services.

RESOLVED: That the Common Council hereby authorizes the hiring of Attorney Amy R. Seibel of Seibel Law Offices LLC as outside legal counsel to represent the City of Sheboygan in the defense of the lawsuit filed by Wal-Mart Stores, Inc., Sheboygan County Circuit Court Case No. 2025CV00732.

BE IT FURTHER RESOLVED: That the Finance Director is hereby authorized and directed to draw on Account No. 711150-531200 (Liability Insurance Fund – Legal Services) in payment of same.

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 151-25-26**

BY ALDERPERSONS MITCHELL AND PERRELLA.

JANUARY 12, 2026.

A RESOLUTION authorizing entering into a Purchase and Sale Contract with Amazon.com Services LLC regarding the sale of 58.1 acres of land located at the intersection of Stahl Road and South Taylor Drive for the purpose of a Class A logistics facility.

RESOLVED: That the Mayor and City Clerk are hereby authorized to execute the Purchase and Sale Contract between the City of Sheboygan and Amazon.com Services LLC, a copy of which is attached hereto and incorporated herein.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of
Sheboygan

Meredith DeBruin, City Clerk, City of
Sheboygan

DSB2

PURCHASE AND SALE CONTRACT ("Contract")

(Approximately 58.1 acres located at the intersection of Stahl Road and South Taylor Drive, Sheboygan, Wisconsin to be confirmed by the CSM (as defined below))

This Contract is entered into by **THE CITY OF SHEBOYGAN**, a municipal corporation ("**Seller**"), and **AMAZON.COM SERVICES LLC**, a Delaware limited liability company, and/or its assigns ("**Purchaser**").

IN CONSIDERATION of the promises and mutual covenants herein set forth, Seller and Purchaser agree to the purchase and sale of the Property (defined below), in accordance with the following terms and conditions:

1. Property.

(a) The property will be comprised of the following (the "**Property**"): Land totaling approximately 58.1 acres (to be confirmed by the CSM) located in Sheboygan County, Wisconsin (the "**Land**"), as more particularly described on Exhibit A, together with any and all improvements situated on the Land (the "**Improvements**"); and all right, title and interest of Seller, if any, in and to any and all appurtenances, strips or gores, roads, easements, streets, alleys, drainage facilities and rights-of-way bounding the Land; all utility capacity, utilities, water rights, licenses, permits, entitlements, and bonds, if any, and all other rights and benefits attributable to the Land; and all rights of ingress and egress thereto (collectively, the "**Additional Interests**"); all transferable consents, authorizations, variances or waivers, licenses, permits and approvals from any governmental or quasi-governmental entity in connection with the Land or the Improvements held by or granted to Seller, its predecessors in title, and/or the agents thereof with respect to the Land or the Improvements (collectively, the "**Permits**"); and all right, title and interest of Seller in and to all site plans, surveys, soil and substratus studies, and engineering and architectural drawings, plans and specifications, in Seller's possession or control, relating to the Land (the "**Plans**", and collectively with the Permits, the "**Intangible Property**");

(b) The Land is comprised of tax parcel 59-281-470-998 and all of tax parcel 59-281-470-999, except for the outlot parcel containing the detention pond as depicted in Exhibit A-1.

(c) On or before the expiration of the Inspection Period (defined below), Seller and Purchaser shall diligently work to finalize a mutually acceptable, recordable easement agreement with respect to the detention pond located on the outlot parcel to be retained by Seller (the "**Detention Pond Easement Agreement**") pursuant to which Purchaser shall be granted an easement for access to and use of the detention pond, including but not limited the right to discharge stormwater from the Property into the detention pond. The Detention Pond Easement Agreement shall further provide, among other things, that Seller shall be solely responsible for the maintenance and repair of the detention pond, at Seller's sole cost and expense.

(d) Within One Hundred Twenty Days (120) after the Effective Date, and at Seller's sole cost and expense, Seller shall complete the following work (collectively referred to as the "**Work**"):

(i) Seller shall undertake and complete the process of discontinuing and vacating the portion of South Taylor Drive that runs through the Land, including, but not limited to, obtaining all required approvals and completing any public meetings necessary for such vacation to occur prior to Closing; and

(ii) Seller shall prepare and record a certified survey map of: (A) the Land (including all vacated portions of South Taylor Drive that revert back to the Land), and (B) the outlot parcel containing the regional detention pond adjacent to the Land (collectively, the "**CSM**"); and Purchaser shall approve of the CSM prior to Seller recording the CSM on the Land.

DSB2

For the avoidance of any doubt, the Work shall not include the removal or demolition of all or any portion of the road on the vacated portions of South Taylor Drive as such road removal and demolition shall be the sole responsibility of Purchaser.

(e) Within forty-five (45) after written notice from Purchaser that Purchaser is commencing construction on the Property, Seller shall remove all existing streetlights located on the Land at Seller's sole cost and expense.

2. Purchase Price. The purchase price for the Property will equal the product of \$35,000 multiplied by the total number of acres and fractional portion thereof contained within the Land, as certified in the CSM (the "**Purchase Price**"), subject to any prorations set forth in Section 12 below. The Purchase Price will be payable to Seller in cash or by wire transfer of good funds to Title Company for payment to Seller at Closing (defined below).

3. Independent Consideration.

(a) Independent Consideration. As independent consideration for the rights granted to Purchaser, the parties acknowledge and agree that the anticipated economic development and related benefits resulting from Purchaser's acquisition and intended use of the Property constitute valuable and sufficient consideration for this Contract.

4. Due Diligence Documents. The following documents will be delivered to Purchaser:

(a) Title Commitment. During or prior to the Inspection Period, Purchaser will, at Seller's expense, order a current commitment from Chicago Title Insurance Company, Attention: Darnella Ward, Email: Darnella.Ward@ctt.com ("**Title Company**") (the "**Title Commitment**") committing the Title Company to issue an ALTA owner's policy of title insurance with extended coverage in the full amount of the Purchase Price (the "**Title Policy**"). The Title Policy shall insure good and marketable fee simple title to the Property in Purchaser, in the amount of the Purchase Price, subject only to the Permitted Exceptions (defined below).

(b) Survey. Purchaser may, at Purchaser's option and expense, commission a new ALTA survey conforming with ALTA standards (the "**Survey**"). The Survey will be certified to Purchaser and Title Company and will show the total number of acres comprising the Land. For purposes of the property description to be included in the Deed (defined below), Title Policy (defined below) and other documents to be delivered pursuant to Sections 10 and 11, the field notes prepared by the surveyor on the Survey will control any conflicts or inconsistencies and will be incorporated upon completion and included as the property description in the Deed and the Title Policy.

(c) Documents. Within ten (10) business days after the Effective Date, Seller will deliver to Purchaser true, correct, and complete copies of all documents pertaining to the development, ownership and/or operation of the Property, including but not limited to, any leases, licenses or other agreements permitting any party to possess, occupy or enter into all or any portion of the Property; economic development incentives, subsidies or other public financing/assistance documents relating to the Property; agreements that specify the contractors, subcontractors, labor, or vendors that can perform work at the Property; and land use approvals, licenses, permits, and final certificates of occupancy relating to any buildings located on the Land; evidence of zoning for the Property(collectively, the "**Documents**").

(d) Review of Title, Survey, and Documents. Purchaser will have until 11:59 p.m., Pacific Time, on that date which is ten (10) business days before the expiration of the Inspection Period ("**Title Review Period**"), to review and approve the matters reflected in the Title Commitment and Survey. If Purchaser determines that the Title Commitment and Survey reflect or disclose any defect, exception, or other matter affecting the Property unacceptable to Purchaser in its sole and absolute discretion, then Purchaser will notify Seller of Purchaser's

DSB2

objections prior to the expiration of the Title Review Period ("**Objection Notice**"). If Seller fails to cure Purchaser's objections within ten (10) days after Seller's receipt of the Objection Notice (the "**Seller's Cure Period**"), Purchaser may, as its sole and exclusive remedy, terminate this Contract by providing written notice of termination to Seller within ten (10) business days after the expiration of Seller's Cure Period, whereupon this Contract will be terminated, and thereafter neither Seller nor Purchaser will have any continuing rights or obligations other than those obligations which expressly survive termination of this Contract. If Purchaser fails to terminate this Contract within that period, Purchaser will be deemed to have approved and waived any objection to the matters contained in the Title Commitment, Survey, and Documents. If Title Company issues a supplement or amendment to the Title Commitment showing additional title exceptions (each, an "**Amended Report**"), Purchaser will have ten (10) days from the date of receipt of each Amended Report and a copy of each document referred to in the Amended Report in which to give written notice (each, a "**Supplemental Title Notice**") to Seller of its objection to any additional matter affecting the Property that is unacceptable to Purchaser, in Purchaser's sole and absolute discretion, shown in such Amended Report. If Seller fails to cure Purchaser's objections within ten (10) days after Seller's receipt of the Supplemental Title Notice (each, a "**Seller's Supplemental Title Cure Period**"), Purchaser may elect, as its sole and exclusive remedy, to terminate this Contract by providing written notice of termination to Seller within ten (10) business days after the expiration of each Seller's Supplemental Title Cure Period, whereupon this Contract will be terminated and thereafter neither Seller nor Purchaser will have any continuing rights or obligations other than those that expressly survive termination of the Contract. If Purchaser fails to terminate this Contract within such period, Purchaser will be deemed to have approved and waived any objection to the additional matters contained in such Amended Report. All matters shown under Schedule B – Section II of the Title Commitment, any Amended Report and by the Survey to which Purchaser has not objected or Purchaser has waived as provided herein will be considered to be "**Permitted Exceptions**." Notwithstanding the foregoing, under no circumstances will Purchaser be required to object to any monetary liens created through Seller or other matters shown on Schedule "B – Section I" thereto which pertain to Seller, all of which will be released or satisfied by Seller at its expense prior to Closing.

5. Feasibility Contingency.

(a) The obligations of Purchaser under this Contract and consummation of Closing are, in Purchaser's sole and absolute discretion, subject to Purchaser performing due diligence, reviewing the Documents, completing an inspection of the Property, and determining, in Purchaser's sole and absolute discretion, that it is feasible for Purchaser to own and operate the Property in a manner and upon terms and conditions satisfactory to Purchaser (collectively, "**Due Diligence Activities**"). Purchaser will have until 11:59 p.m., Pacific Time, on that date which is two hundred ten (210) days after the Effective Date (as may be extended pursuant to Section 5(d) below, the "**Inspection Period**"), to perform such Due Diligence Activities as Purchaser may desire in its sole and absolute discretion, including, but not limited to, invasive testing, such as soil borings, installation of groundwater monitoring wells and collection of soil and groundwater samples in connection with a Phase II environmental assessment. During the Inspection Period, Purchaser may file applications with applicable governing authorities for approval to plat or replat the Property for its planned development, and to obtain development commitments, entitlements, permits and approvals, all as may be deemed necessary by Purchaser in connection with its contemplated use and development of the Property (collectively, all of the foregoing commitments, entitlements, permits, and approvals are the "**Approvals**"), and Seller agrees to cooperate with Purchaser and execute such documents reasonably required in connection with the Approvals. Notwithstanding anything to the contrary herein, although Seller is agreeing to cooperate with Purchaser in connection with the Approvals, Seller is not obligated to provide or grant and is not committing to provide or to grant any such Approvals to Purchaser. Such Approvals will not impose any burden or be binding upon the Property prior to Closing, nor impose any cost or liability on Seller, except to the extent consented to by Seller, which may be withheld by Seller for any reason.

(b) Prior to any entry upon the Property by Purchaser, or its contractor, agent, employee, consultant, or other third party at Purchaser's direction (each, a "**Purchaser Consultant**"), Purchaser and any Purchaser Consultant entering the Property shall maintain liability insurance coverage issued with combined single limits of

DSB2

not less than \$2,000,000 per occurrence, which limit may be satisfied by any combination of primary and excess or umbrella policies, includes Seller as an additional insured on a primary and noncontributory basis, and, if requested by Seller in writing, will provide Seller with proof of such coverage. Seller acknowledges that Purchaser has furnished Seller with a Memorandum of Insurance evidencing the insurance required to be maintained under this Contract (at www.amazon.com/moi). The referenced Memorandum of Insurance reflects Purchaser's insured status. Any Purchaser Consultant that seeks to perform invasive testing or collect samples from the Property shall maintain pollution liability insurance with limits of not less than \$2,000,000 per occurrence, and shall provide evidence that Seller is named as an additional insured on such policy prior to entering the Property.

(c) Purchaser and Purchaser Consultants, after providing prior written notice to Seller, may enter upon the Property at all reasonable times during the term of the Contract to conduct engineering, environmental and geotechnical studies or any other inspections or tests. Purchaser will indemnify and hold Seller harmless from and against any and all losses or costs incurred by Seller due to any injuries to persons or damage to the Land or Improvements resulting from such studies, inspections, and/or tests, and if Purchaser fails to close its acquisition of the Property pursuant to this Contract, Purchaser will restore any material damage to the Land or Improvements caused by Purchaser or Purchaser Consultants to a reasonable equivalent of its pre-inspection condition; provided, however, that Purchaser shall not be obligated to indemnify or hold Seller harmless from any losses or costs arising out of or relating to (i) acts or omissions of Seller, its agents, or representatives; (ii) Hazardous Materials (defined below) not first placed on the Property by Purchaser or Purchaser Consultants; or (iii) mere discovery of conditions, facts, or circumstances that adversely affect (or may adversely affect) the value of the Property, provided such conditions, facts or circumstances were not first created or exacerbated by Purchaser or Purchaser Consultants. Purchaser's obligations under this Section shall survive termination of this Contract for a period of three hundred sixty-five (365) calendar days.

For the purposes of this Contract, (i) "**Hazardous Materials**" means any hazardous or toxic substance, material, waste, pollutant, or contaminant, whether in solid, semisolid, liquid or gaseous form, including without limitation, asbestos, polychlorinated biphenyls, petroleum, petroleum distillate, petroleum by-products, lead-based paint, microbial growth, mycotoxin, fungus, and any material or substance listed or defined as "hazardous substance," "hazardous waste," "hazardous material," "toxic waste," or "toxic substance" under any Environmental Requirements; and (ii) "**Environmental Requirements**" means any and all existing or future federal, state, regional, local ordinances, codes, rules, regulations, common law, or other requirements of any governmental entities or legislative authorities relating to the protection of human health or the environment or natural resources or exposure to Hazardous Materials, including but not limited to the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 *et seq.*; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 *et seq.*; the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 *et seq.*; the federal Clean Air Act, 42 U.S.C. § 7401 *et seq.*; the federal Emergency Planning and Community Right-To-Know Act, 42 U.S.C. § 11001 *et seq.*; the federal Hazardous Materials Transportation Act, 49 U.S.C. § 5101 *et seq.*; the federal Oil Pollution Act, 33 U.S.C. § 2701 *et seq.*; the federal Insecticide, Fungicide, and Rodenticide Act, Federal Pesticide Act, 7 U.S.C. § 136 *et seq.*; the Federal Endangered Species Act, 16 U.S.C. § 1531, *et seq.*; the federal Toxic Substances Control Act, 15 U.S.C. § 2601 *et seq.*; the Federal Safe Drinking Water Act, 42 U.S.C. § 300f *et seq.*; and the Occupational Safety and Health Act 29 U.S.C. § 651 *et seq.*; all state and local counterparts thereto; and any regulations, policies, permits, or approvals promulgated or issued thereunder, as these laws, rules and regulations were in the past or are currently in effect at the relevant time period.

(d) Purchaser may extend the Inspection Period for up to one (1) additional period of fifteen (15) days by (i) delivering to Seller written notice of Purchaser's election to extend the Inspection Period then in effect, prior to the expiration of the Inspection Period, and (ii) depositing with Title Company the sum of \$2,000 ("**Extension Fee**") within three (3) Business Days after the expiration of the Inspection Period then in effect. The Title Company shall hold the Extension Fee in an interest bearing account until Closing. The Extension Fee (and interest on such Extension Fee) will be applied against the Purchase Price at Closing, but will be non-refundable to Purchaser if Purchaser elects a discretionary termination of the Contract during the Inspection Period as provided in this Section.

DSB2

(e) If Purchaser elects to proceed with Closing, then Purchaser will notify Seller and Title Company in writing (the "**Approval Notice**") prior to the expiration of the Inspection Period. Unless the Approval Notice is previously delivered to Seller, upon the expiration of the Inspection Period, provided that Seller is not in default hereunder beyond applicable cure periods, Title Company will disburse any Extension Fee on deposit to Seller, and all obligations of the parties under this Contract will terminate, excepting those obligations that expressly survive termination. In addition, if Purchaser notifies Seller during the Inspection Period that it does not intend to proceed with the acquisition of the Property (for any reason or no reason in Purchaser's sole and absolute discretion), and, provided that Seller is not in default hereunder beyond applicable cure periods, Title Company will disburse any Extension Fee on deposit to Seller, and all obligations of the parties under this Contract will terminate, except for those obligations that expressly survive termination of this Contract.

(f) In addition to the Inspection Period, Purchaser will have five hundred forty-five (545) calendar days after the expiration of the Inspection Period (the "**Project Approvals Period**") to obtain all Final Project Approvals as may be deemed necessary by Purchaser in connection with its contemplated use and development of the Property as a warehouse and distribution facility, including, but not limited to, building permit, site plan approval, permits and approvals related to wetlands or streams, civil engineering approvals and approvals and agreements with utility service providers. Seller agrees to cooperate with Purchaser and execute such documents reasonably required in connection with the Final Project Approvals. For purposes of this Contract, and calculation of the Closing Date specifically, "**Final Project Approvals**" shall mean Purchaser's receipt of all final, non-appealable governmental approvals, permits, entitlements, and consents necessary for the development of the Property and that the agencies having jurisdiction shall have issued final approval of all Approvals on terms and conditions acceptable to Purchaser, and all time periods for appealing, objecting to, or challenging such Approvals shall have expired without the filing or bringing of any such appeal, objection or challenge, or, if such an appeal, objection or challenge shall have been brought, then upon the final resolution thereof in a manner acceptable to Purchaser in Purchaser's sole discretion.

6. Representations, Warranties and Covenants of Seller. The Property is being conveyed "AS-IS, WHERE-IS" and "WITH ALL FAULTS," and Seller is making no representations or warranties, express or implied, with respect to the condition of the subject property or improvements. Purchaser agrees that Purchaser is relying exclusively upon Purchaser's own review and inspection of the Property being conveyed and all improvements thereon. **PURCHASER HEREBY WAIVES ANY AND ALL CLAIMS AGAINST SELLER, SELLER'S OFFICERS, OFFICIALS, MANAGERS, EMPLOYEES, ATTORNEYS, AGENTS AND REPRESENTATIVES, INCLUDING, WITHOUT LIMITATION, CLAIMS BASED IN TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, STRICT LIABILITY AND STRICT RESPONSIBILITY), IN CONTRACT, IN WARRANTY, IN EQUITY OR UNDER ANY STATUTE, LAW OR REGULATION ARISING DIRECTLY OR INDIRECTLY OUT OF ANY CONDITION OF THE PROPERTY OR IMPROVEMENTS THEREON, EXCEPT TO THE EXTENT SUCH CLAIMS ARISE SOLELY OUT OF THE FRAUD OR INTENTIONAL MISCONDUCT OF SELLER.** Notwithstanding the foregoing, Seller hereby represents, warrants, and covenants to Purchaser as follows, which representations and warranties contained in this Section are made by Seller both as of the Effective Date and as of the Closing Date, and will survive Closing for a period of two hundred seventy (270) calendar days thereafter:

(a) Formation; Existence. Seller is a municipal corporation duly formed, validly existing, and in good standing under the laws of the State of Wisconsin, and is qualified to do business in the jurisdiction where the Property is located, to the extent as may be required by applicable law.

(b) Intentionally Omitted.

(c) No Assignment or Encumbrance. Seller further covenants and agrees with Purchaser that, from the Effective Date until Closing, Seller will not sell, assign, or convey any right, title, or interest whatsoever in or to

DSB2

the Property, or create or permit to exist any lien, security interest, easement, encumbrance, charge, or condition affecting the Property (other than the Permitted Exceptions) without promptly discharging the same prior to Closing.

(d) No Actions. There are no actions, suits, or proceedings pending or, to Seller's Knowledge, threatened against Seller with regard to the Property or otherwise affecting any portion of the Property, at law or in equity, or before or by any federal, state, municipal, or other governmental court, department, commission, board, bureau, agency, or instrumentality, domestic or foreign. Until the Closing Date or sooner termination of this Contract, Seller will not seek any zoning changes for the Property without the prior approval of Purchaser.

(e) Authority. The execution by Seller of this Contract and the consummation by Seller of the sale contemplated hereby have been duly authorized, and do not, and, at the Closing Date, will not, result in a breach of any of the terms or conditions of, or constitute a default under any indenture, agreement, instrument, or obligation to which Seller is a party or by which any portion of the Property is bound. No consent of any lender or any other party is required for Seller to enter into this Contract.

(f) Continued Maintenance. Except for alterations, improvements or demolition contemplated herein, from the Effective Date through the Closing Date, Seller will: (i) continue to maintain the Property in its present condition, (ii) not make any alterations or improvements to the Property or on the Land, nor demolish any of the Property and (iii) maintain its existing insurance policies for the Property.

(g) Leases. From the Effective Date through the Closing Date, Seller will not enter into any lease, occupancy agreement, license, or other agreements or rights with respect to the use or occupancy of any portion of the Property without Purchaser's prior written consent, and no leases, occupancy agreements, licenses, or rights of parties in possession affect the Property as of the Effective Date and none will affect the Property at Closing.

(h) No Agreements. From the Effective Date through the Closing Date, Seller will not enter into or amend any oral or written agreements affecting the Property which might become binding on Purchaser or the Property at or after Closing without Purchaser's written consent.

(i) Compliance with Laws. The Property is not the subject of any outstanding order or notice concerning violation of zoning, subdivision, building or similar law, ordinance, code, regulation or governmental permit and Seller has cured any such order or notice of violation which Seller has received.

(j) Intentionally Omitted.

(k) Condemnation. There is no pending, nor to Seller's Knowledge threatened, condemnation or similar proceedings affecting the Property.

(l) Intentionally Omitted.

(m) Bankruptcy. There is no bankruptcy, insolvency, rearrangement or similar action or proceeding, whether voluntary or involuntary or pending against Seller.

As used herein, the term "**Seller's Knowledge**" or any variation thereof shall mean the knowledge of the current City Administrator and Director of Planning and Development ("**Seller's Knowledge Parties**").

7. Representations and Warranties of Purchaser. Purchaser hereby represents and warrants to Seller as follows, which representations and warranties contained in this Section are made by Purchaser both as of the Effective Date and as of the Closing Date, and representations and warranties (a), (b), (c) and (d) will survive Closing for a period of two hundred seventy (270) calendar days after the Closing Date:

DSB2

(a) Formation; Existence. Purchaser is a limited liability company duly formed, validly existing, and in good standing under the laws of the State of Delaware, and is qualified to do business in the jurisdiction where the Property is located, to the extent as may be required by applicable law.

(b) Authority. The execution by Purchaser of this Contract and the consummation by Purchaser of the purchase contemplated hereby have been duly authorized, and do not, and, at the Closing Date, will not, result in a breach of any of the terms or conditions of, or constitute a default under any indenture, agreement, instrument, or obligation to which Purchaser is a party. No consent of any other party is required for Purchaser to enter into this Contract.

(c) Untrue Statement. None of the representations, warranties, or covenants made by Purchaser under this Contract contains any untrue statements of material fact or omits a material fact necessary in order to make the statements not misleading.

(d) OFAC Compliance. Neither Purchaser nor any person or entity having an ownership interest in Purchaser of twenty-five percent (25%) or more is, nor will they be on the Closing Date, a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action and is not and will not engage in any dealings or transactions or be otherwise associated with such persons or entities. Seller acknowledges that Purchaser is the wholly owned subsidiary of a publicly traded company and is not making any representations as to the identity of the shareholders of such publicly traded company.

8. Closing Conditions.

(a) Purchaser's Closing Conditions. The Closing and Purchaser's obligations with respect to the transaction provided for in this Contract are subject to the satisfaction or waiver by Purchaser of the following conditions (collectively, the "**Purchaser Closing Conditions**"):

(1) Representations and Warranties. All representations and warranties of Seller contained herein will be true, accurate, and complete in all material respects at the time of Closing as if made again at such time.

(2) Seller Obligations. Seller will have performed all obligations to be performed by Seller hereunder on or before Closing (or, if earlier, on or before the date set forth in this Contract for such performance) and complied with all Seller's covenants set forth in this Contract.

(3) Condition of Property. At Closing, title to the Property will be free and clear of all liens, encumbrances, covenants, restrictions, rights-of-way, easements, leases, and other matters affecting title, except for the Permitted Exceptions and Title Company will deliver the Title Policy, or Title Company's irrevocable commitment to issue the Title Policy, to Purchaser. At Closing, there shall have been no material, adverse changes in the environmental condition of the Property.

(4) Suits or Proceedings. No action, suit, or proceeding will be pending or threatened before any court, administrative agency, or arbitrator wherein an unfavorable injunction, order, decree, ruling, or charge would: (i) prevent consummation of this Contract; (ii) cause this Contract to be rescinded following consummation; or (iii) adversely affect the right of Purchaser after the Closing Date to own, quietly enjoy, use and control the Property.

DSB2

- (5) Final Project Approvals. Purchaser shall have obtained all Final Project Approvals.
- (6) CSM. Seller shall have obtained all necessary approvals for and recorded the CSM.
- (7) Detention Pond Easement Agreement. Prior to the Closing Date, Seller shall have executed and delivered the Detention Pond Easement Agreement.
- (8) Completion of Work. Prior to the Closing Date, Seller shall have completed the Work.
- (b) Failure of Purchaser Closing Condition. If Purchaser determines, in Purchaser's reasonable discretion, that any of the above Purchaser Closing Conditions cannot be met to Purchaser's satisfaction prior to Closing, then Purchaser may terminate this Contract by written notice to Seller, whereupon this Contract will be terminated, and provided that Seller is not in default hereunder beyond applicable cure periods, Title Company release the Extension Fee on deposit to Seller, and thereafter neither Seller nor Purchaser will have any continuing rights or obligations hereunder other than those which survive termination of this Contract as expressly set forth herein. Notwithstanding the foregoing, if any of the Purchaser Closing Conditions cannot be met to Purchaser's satisfaction prior to Closing due to Seller's breach of its obligations or covenants set forth in this Contract, Purchaser shall have the rights and remedies set forth in Section 16(a) below.
- (c) Seller's Closing Conditions. Seller's sale of the Property is subject to satisfaction of the following conditions prior to Closing (collectively, the "**Seller Closing Conditions**"):
- (i) Representations and Warranties. All representations and warranties of Purchaser contained herein will be true, accurate, and complete in all material respects at the time of Closing as if made again at such time.
- (ii) Purchaser Obligations. Purchaser will have performed all obligations to be performed by Purchaser hereunder on or before Closing (or, if earlier, on or before the date set forth in this Contract for such performance).
- (d) Failure of Seller Closing Condition. If Seller determines, in Seller's reasonable discretion that any of the above Seller Closing Conditions as set forth in Section 8(c) above, cannot be met to Seller's satisfaction prior to Closing, then Seller may terminate this Contract by written notice to Purchaser, whereupon this Contract will be terminated, and Title Company will, provided that Seller is not in default hereunder beyond applicable cure periods, release any Extension Fee on deposit to Seller, and thereafter neither Seller nor Purchaser will have any continuing rights or obligations hereunder other than Purchaser's indemnity of Seller as provided in Section 5 and Purchaser reimbursing Seller for all reasonable out-of-pocket costs and expenses incurred by Seller with regard to the transaction contemplated by this Contract (including, without limitation, all attorneys' fees and costs) up to Fifty Thousand Dollars (\$50,000.00; the "**Cap**"), provided Seller delivers to Purchaser evidence of such costs and expenses in a form reasonably acceptable to Purchaser.
9. Closing The closing ("**Closing**") will take place on a date ("**Closing Date**") that is thirty (30) days after the later of (a) the expiration of the Inspection Period (as the same may be extended) and the Project Approvals Period, unless Purchaser terminates this Contract prior to such date in accordance with this Contract. At Closing, Seller shall provide assurances and acknowledgements to Title Company concerning the potential "gap" between Title Company's most recent title insurance examination and the actual recording of the Deed (which may be after the Closing) as may be reasonably requested by Title Company. There shall be no requirement that Seller and Purchaser physically attend Closing, and all funds and documents to be delivered at Closing shall be delivered to Title Company unless the parties hereto mutually agree otherwise.

DSB2

10. Seller's Obligations at Closing. At the Closing, Seller will duly execute and deliver to Title Company, at Seller's expense, the following:

(a) Deed. An original special warranty deed in a form reasonably acceptable to Purchaser and Title Company (the "**Deed**"), duly signed and acknowledged by Seller, which Deed will convey to Purchaser, its designee and/or its assigns good and indefeasible fee simple title to the Property free and clear of all liens, rights-of-way, easements, leases, and other matters affecting title to the Property, except for the Permitted Exceptions.

(b) Title Policy. All documentation required of the Seller for the Title Company to issue the Title Policy to Purchaser (the cost of the premium for such Title Policy to be allocated between the parties in accordance with Section 12(a) below).

(c) Intentionally Omitted.

(d) Detention Pond Easement Agreement. The Detention Pond Easement Agreement shall be delivered at Closing.

(e) Evidence of Authority. Such documents as may be reasonably required by Title Company evidencing the status and capacity of Seller and the authority of the person or persons who are executing the various documents on behalf of Seller in connection with the sale of the Property.

(f) Owner's Affidavit. One (1) original Owner's Affidavit in a form acceptable to Title Company to cause Title Company to issue the Title Policy including ALTA Extended Coverage with an ALTA 9.1-06 Endorsement (Restrictions, Encroachments, Minerals - Owner's Policy - Unimproved Land) without any exception for any parties in possession and without any exception for any mechanic's liens that may be recorded as a result of any work performed prior to the Closing Date.

(g) Work Documents. Documents evidencing the completion of the Work.

(h) Other Documents. Such other documents as Title Company may reasonably require to consummate this transaction.

(i) Possession. Possession of the Property shall be delivered at Closing. It shall be Seller's responsibility, at Seller's cost, to vacate all tenants occupying the Property prior to Closing. Seller shall remove any personal property, garbage, debris, and waste from the Property prior to Closing.

11. Purchaser's Obligations at Closing. At Closing, Purchaser will deliver to Seller, at Purchaser's expense, the following:

(a) Purchase Price. The Purchase Price plus any prorations and Purchaser's share of closing costs as set forth in Section 12 below.

(b) Evidence of Authority. If required by the Title Company, a certificate of Senior Corporate Counsel evidencing the status and capacity of Purchaser and the authority of the person or persons who are executing the various documents on behalf of Purchaser in connection with the purchase of the Property.

(c) Detention Pond Easement Agreement. The Detention Pond Easement Agreement shall be delivered at Closing.

(d) Other Documents. Such other documents as Title Company may reasonably require to consummate this transaction.

DSB2

12. Costs and Adjustments.

(a) Taxes and Closing Costs. Seller shall be entitled to receive any income in respect of the Property and shall be obligated to pay all expenses in respect of the Property for all time periods prior to and including the day prior to the Closing Date. Seller and Purchaser will each be responsible for the fees and expenses of their respective attorneys and one-half of the escrow fees charged by Title Company. Seller will pay for the costs of (a) the tax certificates, if any; (b) all documentary and other transfer taxes, if any, payable in connection with the recordation of the Deed; (c) all recording fees including but not limited to those fees to remove exceptions from title consistent with items agreed to be removed by Seller with regard to the Objection Notice; and (d) the premium for the standard coverage portion of the Title Policy. Purchaser will pay for the costs of (x) the premium for the extended coverage portion of the Title Policy and any endorsements Purchaser desires to obtain to the Title Policy; (y) recording fees for the Deed; and (z) the Survey. Any other expenses, charges, and fees of Closing not otherwise specifically allocated herein or incurred by a specific party, will be borne by the parties in accordance with the general custom and practice in the county where the Property is located, or if no such custom or practice exists, they will be borne equally between the parties, or as otherwise agreed to by the parties.

(b) Other Income and Expenses. All other income and ordinary operating expenses for or pertaining to the Property, including public utility charges, maintenance and service charges, and all other normal operating charges of the Property, will be prorated as of the Closing Date; provided that Purchaser will not be obligated for payments under any management, service, or other contractual agreements affecting the Property and the same will be terminated prior to Closing unless Purchaser expressly elects to assume the same.

(c) Adjustments. If any adjustments pursuant to this Section 12 are determined to be erroneous, then the party who is entitled to additional monies will invoice the other party for such additional amounts as may be owing, and such amounts will be paid within sixty (60) days from the receipt of any such invoice; provided that no amounts may be so billed following the expiration of one (1) year after the Closing Date, and either party may dispute any such claim.

13. Intentionally Omitted.

14. Destruction/Condemnation of Property. If all or any portion of the Property is damaged or destroyed by any casualty or is the subject of a taking or condemnation under eminent domain law after the Effective Date but prior to the Closing Date, Seller will have no obligation to repair or replace any damage or destruction caused by the foregoing, but the following will apply at Closing: (i) in the event of a casualty, Seller will assign the insurance proceeds to Purchaser; and (ii) in the event of a taking, or condemnation, Seller will assign to Purchaser its rights to any condemnation proceeds resulting from such taking. Notwithstanding the foregoing, if such casualty, condemnation, or taking is a Material Event (defined below), then Purchaser may elect to terminate this Contract by written notice to Seller given on or before the Closing Date, and upon such termination, any Extension Fee will be returned to Purchaser and the parties will have no further liability or obligation hereunder. As used in this Section, a "**Material Event**" means either of the following: (a) a casualty resulting in damage or destruction to the Property, if the cost to restore the Property to its condition immediately prior to such casualty is reasonably estimated to exceed \$100,000.00; or (b) a casualty, taking, or condemnation which would impede access to the Property, reduce available parking below that required by laws or any applicable agreements affecting the Property, or otherwise impede Purchaser's planned use or development of the Property.

15. Notices. All notices, approvals, consents, requests, or demands required or permitted to be given by either party will be delivered via email and properly addressed to the email addresses set forth on Addendum 1, except where physical delivery is required by Legal Requirements ("**Required Notice**"). When a notice must be delivered by a deadline set forth in this Contract, notice must be delivered by 5:00 p.m. Sheboygan, Wisconsin time on the deadline date. For a Required Notice, notice shall be given: (a) personally; (b) by depositing with the United States Postal Service, postage prepaid, by registered or certified mail, return receipt requested; (c) by a nationally-

DSB2

recognized delivery service providing proof of delivery; or (d) by email, provided that, for delivery pursuant to this clause (d), a copy is also sent pursuant to either clause (a), (b), or (c) above within two (2) business days. Each party agrees to promptly deliver confirmation of receipt of email notice to the other party, provided failure by a party to acknowledge receipt shall have no bearing on the determination of delivery. Except for email notice, which is deemed delivered at the time it is sent, notice is deemed given upon delivery (or, in the case of delivery via the method described in (b), the earlier of delivery or three (3) days following the date of depositing), or when delivery is refused. If any notice or other communication to be delivered by e-mail attachment as provided above cannot be transmitted because of a problem affecting the receiving party's computer (including, without limitation file size limitations), the notice must be re-sent and the deadline for receiving such notice or other communication shall be extended through the next business day. Either party may change its notice address by giving notice in the manner set forth above. Each party agrees that notices sent to the address(es) shown on Addendum 1 are all of the parties who comprise such party who are entitled to notice under this Contract. The attorneys for any party hereto shall be entitled to provide any notice that a party desires to provide or is required to provide hereunder.

16. Remedies.

(a) Subject to Section 21(o) below, if Seller fails to timely comply with all conditions, covenants, and obligations hereunder, or any of the representations and warranties of Seller contained herein are untrue, such failure or misrepresentation will be an event of default by Seller, and Purchaser will not be obligated to consummate Closing and may (i) terminate this Contract by providing written notice of such termination to Seller, whereupon this Contract will be terminated and any Extension Fee will be refunded to Purchaser, and thereafter neither Seller nor Purchaser will have any continuing rights or obligations other than those that expressly survive termination hereunder; and/or (ii) exercise any rights or remedies as may be available to Purchaser at law or in equity, including enforcing specific performance of this Contract. Notwithstanding anything to the contrary contained herein, an event of default by Seller will not be deemed to have occurred unless and until Seller has failed to cure within ten (10) days of receipt of notice from Purchaser of such default. The requirements of this Section 16(a) shall survive termination of this Contract. Purchaser shall have all rights and remedies available at law or equity in the event any of the representations and warranties of Seller contained in this Contract are found to be untrue after Closing.

(b) IF PURCHASER FAILS TO CLOSE THE TRANSACTION CONTEMPLATED HEREUNDER AS MAY BE REQUIRED PURSUANT TO THE TERMS HEREOF, EXCEPT DUE TO A DEFAULT BY SELLER, SUCH FAILURE WILL BE AN EVENT OF DEFAULT BY PURCHASER ("**PURCHASER DEFAULT**") AND SELLER, AS ITS SOLE AND EXCLUSIVE REMEDY, MAY TERMINATE THIS CONTRACT AND RECEIVE FROM PURCHASER REIMBURSEMENT FOR ALL OUT-OF-POCKET COSTS AND EXPENSES INCURRED BY SELLER WITH REGARD TO THE NEGOTIATION AND DRAFTING OF THIS CONTRACT OR OTHERWISE RELATED TO THE TRANSACTION CONTEMPLATED BY THIS CONTRACT (INCLUDING, WITHOUT LIMITATION, ALL REASONABLE ATTORNEYS' FEES AND COSTS), WHICH SHALL IN NO EVENT EXCEED THE CAP (AS DEFINED ABOVE). NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, A PURCHASER DEFAULT WILL NOT BE DEEMED TO HAVE OCCURRED UNLESS AND UNTIL PURCHASER HAS FAILED TO CURE WITHIN 10 DAYS OF RECEIPT OF NOTICE FROM SELLER OF SUCH DEFAULT. ANY EXTENSION FEE AND REIMBURSEMENT PAYMENT (WHICH SHALL IN NO EVENT EXCEED THE CAP) IS AGREED UPON BY AND BETWEEN SELLER AND PURCHASER AS LIQUIDATED DAMAGES DUE TO THE DIFFICULTY AND INCONVENIENCE OF ASCERTAINING AND MEASURING ACTUAL DAMAGES, AND THE UNCERTAINTY THEREOF, AND NO OTHER DAMAGES, RIGHTS OR REMEDIES WILL IN ANY CASE BE COLLECTIBLE, ENFORCEABLE OR AVAILABLE TO SELLER AGAINST PURCHASER, AND SELLER WILL ACCEPT ANY EXTENSION FEE AND REIMBURSEMENT PAYMENT (WHICH SHALL IN NO EVENT EXCEED THE CAP) AS SELLER'S TOTAL DAMAGES AND RELIEF, SELLER HEREBY WAIVING ANY OTHER RIGHTS OR REMEDIES TO WHICH IT MAY OTHERWISE BE ENTITLED. THE FOREGOING LIMITATIONS WILL NOT APPLY TO PURCHASER'S INDEMNITIES

DSB2

PURSUANT TO SECTION 5(C). THE REQUIREMENTS OF THIS SECTION 16(B) SHALL SURVIVE TERMINATION OF THIS CONTRACT.

Seller's Initials: _____

Purchaser's Initials: _____

17. **Confidentiality.** Seller will not make a public press release regarding this Contract or Purchaser's proposed purchase of the Property without Purchaser's prior consent, which Purchaser may withhold in its sole and absolute discretion, and Seller will instruct its brokers, developers, contractors, subcontractors, agents and consultants not to make or issue any public press release regarding this Contract or Purchaser's proposed acquisition of the Property. All information specifically labeled as "confidential" or that would reasonably be presumed to be confidential, including the terms and conditions of this Contract, and all non-public information relating to Purchaser's acquisition or development of the Property (collectively, "**Confidential Information**"), that is learned by or disclosed to Seller with respect to Purchaser or Purchaser's business in connection with this Contract will be kept strictly confidential by Seller and will not be used (except for Seller's confidential internal purposes, or as otherwise required by Legal Requirements (defined below), or for disclosing to Seller's agents, servants, directors, officers or employees, prospective purchasers or lenders, provided any such party understands and agrees to be bound by the terms of this confidentiality provision) or disclosed to others by Seller, without the express prior consent of Purchaser, which Purchaser may withhold in its sole and absolute discretion. As used above, the term "**Legal Requirements**" means all applicable federal, state, county and municipal statutes, ordinances, codes, rules, regulations and requirements. The provisions of this Section 17 will survive Closing or the termination of this Contract. Notwithstanding the foregoing, it is acknowledged, agreed and understood that Confidential Information and other matters contained herein may be subject to disclosure pursuant to the Wisconsin Open Records Law, to the extent not otherwise qualifying for disclosure exemptions therein.

18. **Exclusivity.** Between the Effective Date and the Closing Date (or earlier termination of this Contract as provided herein), Seller will not negotiate, or enter into, any agreement pertaining to the sale, exchange, lease, or transfer of all or any portion of the Property to any person or entity other than Purchaser or its assigns.

19. **Assignment.** Purchaser may assign its rights and obligations under this Contract upon receipt of the prior written consent of Seller, which may be withheld by Seller for any reason; provided, however, that Purchaser shall have the right to assign, and Seller hereby consents to the assignment of, all of Purchaser's rights and obligations in this Contract, upon providing written notice to Seller, to Purchaser's parent company, any wholly owned subsidiary of Purchaser, any entity which is directly or indirectly controlled or under common control with Purchaser or to any entity from whom Purchaser intends to lease (each, a "**Permitted Assignee**") the Building (as defined below).

20. **Escrow Instructions.** The terms of this Contract shall serve as instructions to Title Company, and Title Company agrees to deposit any Extension Fee in an interest-bearing account (the cost of which is to be borne by Purchaser) and to hold and disburse any Extension Fee, and any interest earned thereon, as provided herein. Seller and Purchaser shall execute and deliver to Title Company any additional or supplementary instructions as may be necessary to implement the terms of this Contract and close the transactions contemplated hereby, provided such instructions are consistent with and merely supplement this Contract and shall not in any way modify, amend or supersede this Contract. Such supplementary instructions, together with the escrow instructions set forth in this Contract, as they may be amended from time to time by the parties, shall collectively be referred to as the "**Escrow Instructions.**" The Escrow Instructions may be amended and supplemented by such standard terms and provisions as agreed to by the parties; provided, however, that the parties hereto and Title Company acknowledge and agree that in the event of a conflict between any provision of such standard terms and provisions supplied by the Title Company and the Escrow Instructions, the Escrow Instructions shall prevail. After the expiration of the Inspection Period, if either party makes a written demand upon Title Company for payment of the Extension Fee, Title Company shall give written notice to the other party of such demand. If Title Company does not receive a written objection from the other party to the proposed payment within five (5) business days after the giving of such notice,

DSB2

Title Company is hereby authorized to make such payment. If Title Company does receive such written objection within such five (5) business day period, Title Company shall continue to hold such amount until otherwise directed by mutually agreed upon written instructions from the parties to this Contract or from an order of a court of competent jurisdiction. However, Title Company shall have the right at any time to deposit the Extension Fee with a court of competent jurisdiction in the state in which the Property is located. Title Company shall give written notice of such deposit to Seller and Purchaser. Upon such deposit, Title Company shall be relieved and discharged of all further obligations and responsibilities hereunder.

21. Miscellaneous.

(a) Interpretation and Applicable Law. This Contract will be construed and interpreted in accordance with the laws of the state where the Property is located, and the jurisdiction and venue with respect to any disputes arising hereunder will be proper only in the city or county in which the Property is located. Where required for proper interpretation, words in the singular will include the plural; the masculine gender will include the neuter and the feminine, and vice versa. The terms "successors and assigns" will include the heirs, administrators, executors, successors and permitted assigns, as applicable, of any party hereto. Time is of the essence in this Contract in all respects.

(b) Amendment. This Contract may not be modified or amended, except by an agreement in writing signed by Seller and Purchaser. Each party may waive any of the Contract's conditions or obligations of the other party, but any such waiver will be effective only if in writing and signed by the party waiving such conditions and obligations.

(c) Attorneys' Fees. If it becomes necessary for either party to file a suit to enforce this Contract or any terms contained herein, the prevailing party may recover, in addition to all other remedies or damages, reasonable attorneys' fees and costs of court incurred in such suit.

(d) Construction. Headings at the beginning of each paragraph and subparagraph are solely for the convenience of the parties and are not a part of the Contract. Whenever required by the context of this Contract, the singular shall include the plural and the masculine shall include the feminine and vice versa. The words "include" and "including", and words of similar import, shall be deemed to be followed by the words "without limitation." This Contract shall not be construed as if it had been prepared by one of the parties, but rather as if both parties had prepared the same. Unless otherwise indicated, all references to paragraphs and subparagraphs are to this Contract. All exhibits referred to in this Contract are attached and incorporated by this reference. Unless otherwise specified, in computing any period of time described herein, the day of the act or event upon which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is not a business day, in which event the last day of the period so computed shall be the next succeeding business day. For purposes of this Contract, the term "**business day**" shall mean any day other than Saturday, Sunday, or any day upon which banks in the state where the Property is located are required or permitted to be closed.

(e) Entire Agreement. This Contract (and the items to be furnished in accordance herewith) constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings of the parties in connection therewith. No representation, warranty, covenant, agreement, or condition not expressed in this Contract will be binding upon the parties hereto or will affect or be effective to interpret, change or restrict this Contract.

(f) Multiple Originals and Counterparts; Electronic Documents. This Contract may be executed in any number of copies and counterparts, each of which will be deemed an original and all of which counterparts together will constitute one agreement with the same effect as if the parties had signed the same signature page. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying

DSB2

with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

(g) Real Estate Commission. Except for KBC Advisors and Cushman & Wakefield (Boerke) (collectively, the "**Brokers**") to whom Purchaser will pay a commission (the "**Commission**") pursuant to separate written agreement(s), each party represents and warrants to the other that no broker or finder is connected with or has been engaged by it in connection with any of the transactions contemplated by this Contract. Seller will be obligated to pay any and all commissions or fees which may be due the Brokers in connection with the transactions contemplated herein. In the event of a claim for any other broker's or finder's fee or commissions in connection herewith, each party will indemnify the other against any such claims made based upon any act, statement, or agreement alleged to have been made by the indemnifying party.

(h) Legal Holidays. Notwithstanding anything herein to the contrary, if the final date of any period, any date of performance or any deadline date which is set forth in this Contract falls on a Saturday, Sunday, or federal legal holiday, then such date will be extended to the next following date which is not a Saturday, Sunday, or federal legal holiday.

(i) Binding Effect. This Contract will be binding upon and will inure to the benefit of the parties hereto and their successors and assigns.

(j) Waiver of Consequential Damages. Notwithstanding any provision in this Contract to the contrary, neither party will be liable to the other party for consequential damages, such as lost profits or interruption of the other party's business, except that this sentence will not apply to Seller's breach of its confidentiality obligations under this Contract.

(k) Waiver of Jury Trial. TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, EACH OF SELLER AND PURCHASER WAIVE ANY RIGHT TO TRIAL BY JURY OR TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE, BETWEEN SELLER AND PURCHASER ARISING OUT OF THIS CONTRACT OR ANY OTHER INSTRUMENT, DOCUMENT, OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith OR THE TRANSACTIONS RELATED HERETO.

(l) Anti-Corruption. Seller will not knowingly permit anyone to pay bribes to anyone for any reason, whether in dealings with governments or the private sector, or otherwise violate any applicable anti-corruption laws in performing under this Contract. Seller will maintain true, accurate, and complete books and records concerning any payments made to another party by Seller under this Contract, including on behalf of Purchaser. Purchaser and its designated representative may inspect Seller's books and records to verify such payments and for compliance with this Section.

(m) Effective Date. All references in this Contract to the "**Effective Date**" will mean the later of the dates upon which Seller and Purchaser execute this Contract as set forth on the signature page below.

(n) No Waiver. Notwithstanding any law, usage, or custom to the contrary, each party may enforce this Contract in strict accordance with its terms; and the failure to do so will not create a custom contrary to the specific terms, provisions and covenants of this Contract or modify the same, and a waiver by either party to enforce its rights pursuant to this Contract will not be a waiver of such party's rights in connection with any subsequent default. No waiver by either party will be deemed to have been made unless expressed in writing and signed by such party.

(o) Seller Immunity. Notwithstanding any provision herein to the contrary, nothing contained in this Contract constitutes a waiver of any immunity available to Seller under applicable law.

DSB2

(p) **Right of First Offer.** If on or prior to the tenth (10th) anniversary of the Closing Date (as such period may be extended for any delay caused by a Force Majeure Event, as defined below), a Class A logistics building for distribution, fulfillment or other logistic-type services (the “**Building**”) has not been constructed on the Property and Purchaser elects to sell or otherwise transfer its interest in the Property to a party other than a Permitted Assignee as set forth in Section 19 above, Purchaser shall first offer the Property to Seller on the terms set forth below.

Seller shall have forty-five (45) days after receipt of written notice of such offer to elect to purchase the Property on the terms set forth herein. If Seller does not timely elect to purchase, Purchaser may proceed with the sale to the third party. If Seller elects to purchase, the conveyance shall be as follows:

- i. by a Deed to Seller;
- ii. insured by a policy of title insurance, or a binding commitment for such a title policy, with a gap endorsement, for which Purchaser will pay for the premium for the standard coverage of such title policy and Seller will pay for the premium for the extended coverage of such title policy, that will be in the same insurance amounts obtained by Seller on the Closing Date, effective as of the conveyance date and insure the quality of title of the Property free and clear of all liens, security interests, mortgages and encumbrances, except for exceptions permitted by Seller;
- iii. subject to the proration of taxes, utilities and any and all other assessments applicable to the Property; and
- iv. at closing, Seller shall pay to Purchaser a purchase price equal to the Purchase Price.

For the avoidance of any doubt, if Purchaser elects to sell or otherwise transfer an interest in the Property to a Permitted Assignee pursuant to Section 19, then the right of first offer contemplated in this Section 21(e) shall not apply for such sale or transfer. However, if such Permitted Assignee becomes the owner of the Property and later desires to sell or transfer the Property on or prior to the tenth (10th) anniversary of the Closing Date and the Building has not been constructed on the Property, then the Seller’s right of first offer as set forth above shall apply to that subsequent sale or transfer. For the avoidance of any doubt, the right of first offer provided to Seller in this Section 21(p) shall apply to all future owners of the Property during such ten (10) year period following the Closing Date.

“**Force Majeure Event(s)**” shall mean any act of God or a public enemy or terrorist, act of any military, civil or regulatory authority, change in any law or regulation, fire, flood, earthquake, pandemic, storm or other like event, disruption or outage of communications, power or other utility, labor problem, unavailability of supplies, or other circumstances beyond Purchaser’s reasonable control, or any other cause, whether similar or dissimilar to any of the foregoing, which could not have been prevented by such party with reasonable care.

[Signature Page to Follow]

DSB2

EXECUTED to be effective as of the Effective Date.

SELLER:

CITY OF SHEBOYGAN, WISCONSIN,
a Wisconsin municipal corporation

By: _____
Name: Ryan Sorenson
Title: Mayor
Date Signed: _____

By: _____
Name: Meredith DeBruin
Title: City Clerk
Date Signed: _____

PURCHASER:

AMAZON.COM SERVICES LLC, a Delaware
limited liability company

By: _____
Name: _____
Title: _____
Date Signed: _____

**RECEIPT OF ONE (1) EXECUTED
COUNTERPART OF THIS CONTRACT IS
HEREBY ACKNOWLEDGED:**

TITLE COMPANY:

CHICAGO TITLE INSURANCE COMPANY

By: _____
Name: _____
Title: _____
Date Signed: _____

DSB2

ADDENDUM 1**NOTICE ADDRESSES****PURCHASER'S NOTICE ADDRESS:****Email Notice:**

kmbag@amazon.com
dtokunaga@seyfarth.com

With copies to:

naops-propmgmt@amazon.com;
opsrelegalnotice@amazon.com; and
na-realestate@amazon.com

Required Notice:

c/o Amazon.com, Inc.
Attention: Real Estate Manager (NA Ops: [DSB2])
Attention: General Counsel (Real Estate (NA Ops): [DSB2])
Attention: NA Ops Asset Management ([DSB2])

Each with an address of:

410 Terry Ave. N
Seattle, WA 98109-5210
Telephone: (206) 266-1000

With copies to:

naops-propmgmt@amazon.com; opsrelegalnotice@amazon.com
na-realestate@amazon.com; naops-rent@amazon.com

using the subject line—Re: [DSB2], and including the following in the subject or email body:

- site's state or country;
- reason for the notice (e.g., default, cease & desist, bribery or anti-corruption).

SELLER'S NOTICE ADDRESS:**Email Notice:**

casey.bradley@sheboyganwi.gov
liz.majerus@sheboyganwi.gov
brion.winters@vonbriesen.com

Required Notice:

City of Sheboygan, Wisconsin
Attention: City Administrator
828 Center Avenue, Suite 300
Sheboygan, WI 53081
Email: casey.bradley@sheboyganwi.gov

DSB2

and

City of Sheboygan, Wisconsin
Attention: City Attorney
828 Center Avenue, Suite 210
Sheboygan, WI 53081
Email: liz.majerus@sheboyganwi.gov

With a copy to:

von Briesen & Roper, s.c.
411 E. Wisconsin Ave., Suite 1000
Milwaukee, WI 53202
Attention: Brion Winters
Email: brion.winters@vonbriesen.com

EXHIBIT A
LEGAL DESCRIPTION

LOTS 1 AND 2 OF SHEBOYGAN COUNTY CERTIFIED SURVEY MAP DATED JUNE 20, 2018, FILED OF RECORD AUGUST 28, 2018, IN VOLUME 28, AT PAGES 331-339, AND AS DOCUMENT NO. 2061659 IN THE CITY OF SHEBOYGAN, COUNTY OF SHEBOYGAN, STATE OF WISCONSIN BEING LOTS 1, 2, AND PART OF LOT 3 OF C.S.M. RECORDED IN VOLUME 15, PAGE 179, AND LOT 1, AND PART OF LOT 2 OF C.S.M. RECORDED IN VOLUME 18, PAGE 297, ALL LOCATED IN PARTS OF THE NE 1/4, NW 1/4, SW 1/4, AND SE 1/4 OF THE NW 1/4 OF SECTION 16, TOWNSHIP 14 NORTH, RANGE 23 EAST, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN.

TAX KEY NO. 59281470998;59281470999

Excepting therefrom the outlot parcel containing the detention pond to be confirmed by the CSM.

EXHIBIT A-1



Land to be Conveyed	
Lot 1	31.91 ac
Lot 2	23.54 ac
ROW	2.65 ac
Total	58.10 ac

Impact Scenario

General Warehousing and Storage in 3 Wisconsin Counties

Lightcast Q4 2025 Data Set

January 2026



Wisconsin

Parameters

Input-Output Year: 2024

Regions:

Code	Description	Code	Description
55071	Manitowoc County, WI	55117	Sheboygan County, WI
55089	Ozaukee County, WI		

Industry Scenario:

Code	Description	Change Type	Change Value
493110	General Warehousing and Storage	Jobs	1,000







Model Type: Type Lightcast

Changes to General Warehousing and Storage using Type Lightcast Model

<div>\$73,552,817</div> <div>Change in Earnings</div> <div>1.24 Multiplier</div>	<div>1,262</div> <div>Change in Jobs</div> <div>1.26 Multiplier</div>	<div>\$2,253,551</div> <div>Change in Taxes on Production and Imports (TPI)</div>
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Scenario Results - Industry

Item 17.

NAICS	Industry	Change in Jobs
11	Agriculture, Forestry, Fishing and Hunting	1
21	Mining, Quarrying, and Oil and Gas Extraction	0
22	Utilities	0
23	Construction	6
31	Manufacturing	4
42	Wholesale Trade	3
44	Retail Trade	15
48	Transportation and Warehousing	1,036 
51	Information	2
52	Finance and Insurance	14
53	Real Estate and Rental and Leasing	37 
54	Professional, Scientific, and Technical Services	11
55	Management of Companies and Enterprises	5
56	Administrative and Support and Waste Management and Remediation Services	25 
61	Educational Services	7
62	Health Care and Social Assistance	37 
71	Arts, Entertainment, and Recreation	6
72	Accommodation and Food Services	26 
81	Other Services (except Public Administration)	17 
90	Government	11

















Scenario Results - Occupation

Item 17.

SOC	Occupation	Change in Jobs
45-0000	Farming, Fishing, and Forestry Occupations	1
37-0000	Building and Grounds Cleaning and Maintenance Occupations	24 ■
49-0000	Installation, Maintenance, and Repair Occupations	34 ■
53-0000	Transportation and Material Moving Occupations	791 ■
25-0000	Educational Instruction and Library Occupations	9
27-0000	Arts, Design, Entertainment, Sports, and Media Occupations	7
15-0000	Computer and Mathematical Occupations	7
33-0000	Protective Service Occupations	6
99-0000	Unclassified Occupation	0
31-0000	Healthcare Support Occupations	14 ■
39-0000	Personal Care and Service Occupations	9
55-0000	Military-only occupations	0
19-0000	Life, Physical, and Social Science Occupations	10
23-0000	Legal Occupations	1
17-0000	Architecture and Engineering Occupations	2
43-0000	Office and Administrative Support Occupations	139 ■
51-0000	Production Occupations	25 ■
11-0000	Management Occupations	44 ■
35-0000	Food Preparation and Serving Related Occupations	25 ■
29-0000	Healthcare Practitioners and Technical Occupations	15
13-0000	Business and Financial Operations Occupations	42 ■
47-0000	Construction and Extraction Occupations	5
41-0000	Sales and Related Occupations	50 ■
21-0000	Community and Social Service Occupations	4

Scenario Results - Demographics

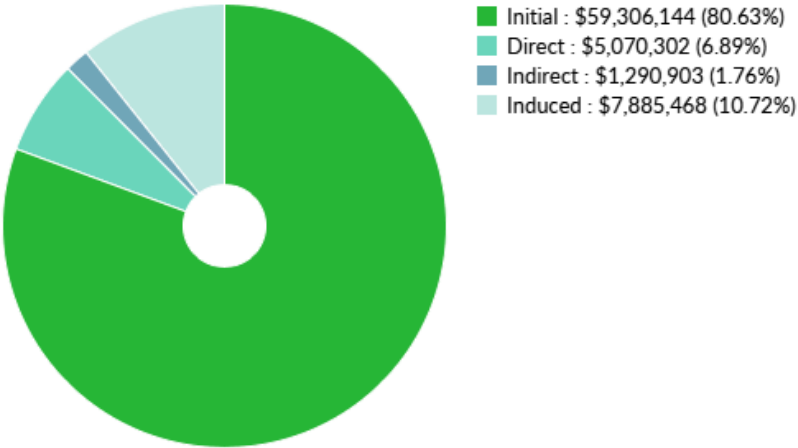
Item 17.

Demographics	Change in Jobs
Female 14-18	15 
Male 14-18	29 
Female 19-21	27 
Male 19-21	33 
Female 22-24	25 
Male 22-24	43 
Female 25-34	76 
Male 25-34	127 
Female 35-44	81 
Male 35-44	140 
Female 45-54	108 
Male 45-54	152 
Female 55-64	108 
Male 55-64	159 
Female 65-99	62 
Male 65-99	79 

Effect on earnings from adding 1,000 jobs to General Warehousing and Storage

Item 17.

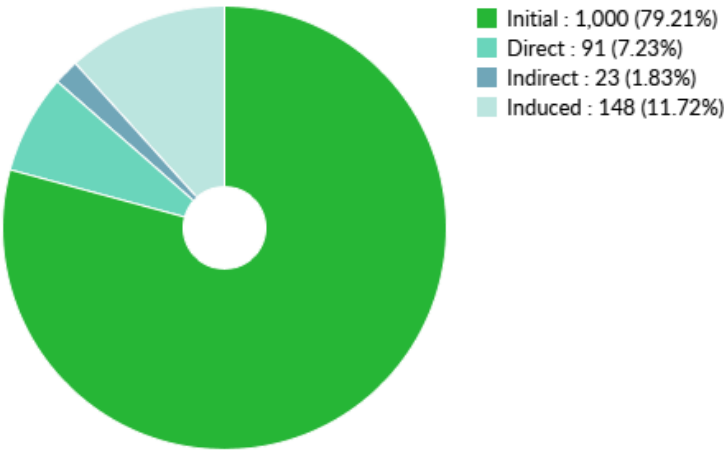
<div>\$59.3M</div> <div>Initial</div> <div>1.00 Multiplier</div>	<div>\$5.1M</div> <div>Direct</div> <div>0.09 Multiplier</div>	<div>\$1.3M</div> <div>Indirect</div> <div>0.02 Multiplier</div>	<div>\$7.9M</div> <div>Induced</div> <div>0.13 Multiplier</div>
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Effect on jobs from adding 1,000 jobs to General Warehousing and Storage

Item 17.

1,000 Initial 1.00 Multiplier	91 Direct 0.09 Multiplier	23 Indirect 0.02 Multiplier	148 Induced 0.15 Multiplier
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Effect on taxes on production and imports from adding 1,000 jobs to General Warehousing and Storage

\$1.1M Local	\$878,598 State	\$321,344 Federal
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Input-Output Data

The input-output model in this report is Emsi's gravitational flows multi-regional social account matrix model (MR-SAM). It is based on data from the Census Bureau's Current Population Survey and American Community Survey; as well as the Bureau of Economic Analysis' National Income and Product Accounts, Input-Output Make and Use Tables, and Gross State Product data. In addition, several Emsi in-house data sets are used, as well as data from Oak Ridge National Labs on the cost of transportation between counties.

State Data Sources

This report uses state data from the following agencies: Wisconsin Department of Workforce Development



12660 W. NORTH AVENUE, SUITE 10
BROOKFIELD, WISCONSIN 53005
262-782-7798
VALBRIDGE.COM

Valbridge Property Advisors | Milwaukee Valuation Services Agreement

December 17, 2025

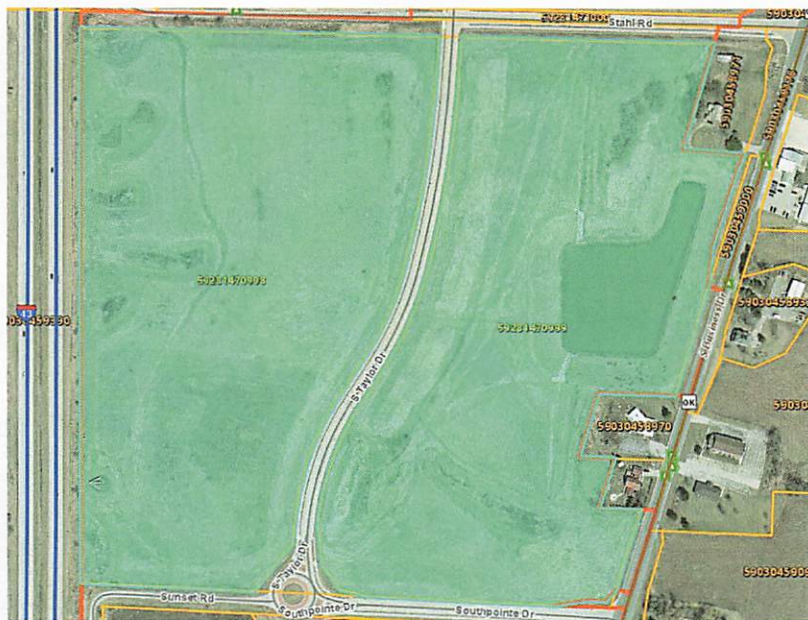
Ms. Kaitlyn Jrueger, Finance Director
City of Sheboygan
828 Center Avenue
Sheboygan, WI 53081

RE: Authorization & Engagement for Appraisal Report of:
62.35 acres of City of Sheboygan vacant land with Tax Key Numbers of 59281470998 & 59281470999

Dear Ms. Krueger:

Valbridge Property Advisors | Milwaukee is pleased to present the following proposal. This proposal is for a narrative appraisal report of the subject property listed above and shown below.

This letter, together with the attached Standard Terms and Conditions, will form our agreement for services regarding the subject property ("Agreement"). If this Agreement is acceptable, please sign this letter, or have an authorized person affiliated with your organization sign. Please retain a copy for your records and return a signed copy to us, along with any specified retainer. We look forward to working with you on this assignment.



Specifications of the Appraisal

Client Name:	City of Sheboygan ("Client")
Subject Property:	As detailed on prior page
Property Type:	Vacant Land
Interest to be Valued:	Fee Simple
Intended Use:	Internal purposes
Property Type:	Vacant Land
Interest to be Valued:	Fee Simple
Intended Use:	Internal purposes, to be specified by client upon engagement
Intended User(s):	The intended users are the City of Sheboygan and their designated representatives. The appraisal will be for sole use and benefit of the Client and identified intended user(s). No other users are intended or authorized, and no other parties should use or rely on the appraisal or any content in the appraisal report for any purpose without the written consent of Valbridge Property Advisors Milwaukee. However, given the client and the intended use, it is understood that the appraisal will likely be shared with others and at some point be considered a public document.
Type(s) of Value:	<p>As Is Market Value</p> <p>The definition of the type of value will be stated in the report. Valbridge Property Advisors Milwaukee is not responsible for determining whether the type of value stated for this assignment is appropriate for Client's intended use, as that determination may be a legal matter or the subject of Client's internal requirements. A current (As Is) value is not a prediction of any future value or a representation of the price the property may be sold for in distress or foreclosure. If a different type of value is necessary, please inform us prior to executing this Agreement.</p>
Date(s) of Value:	<p>A date coinciding with a site inspection</p> <p>Valbridge Property Advisors Milwaukee is not responsible for determining whether the date of value requested by Client is appropriate for Client's intended use, as that determination may be a legal matter.</p>
Anticipated Scope of Work:	Valuation Approach(es):

All Applicable Approaches (most likely only the Sales Comparison Approach)

Level of Inspection:
In-person site visit

Hypothetical Conditions, Special/Extraordinary Assumptions:

Approved Hypothetical Conditions; Extraordinary Assumptions may be added if needed during development of the appraisal and, if applicable, will be disclosed in the report.

Report Option and Format:

Appraisal Report

Delivery Date:

Verbal Value by January 7, 2026
Written Report by January 9, 2026
Valbridge Property Advisors | Milwaukee will use its best efforts to deliver the appraisal report no later than such date. Delivery of the report is contingent on Valbridge Property Advisors | Milwaukee's timely receipt of information and documentation from Client and other parties, as well as access to the property if necessary for the scope of work. In the event of a delay, Valbridge Property Advisors | Milwaukee will inform Client as soon as reasonably practicable.

Prior Services Regarding Subject Property (USPAP Disclosure):

The undersigned has performed no prior services regarding the subject property within the three-year period immediately preceding this agreement.

Appraisal Fee:

\$4,200

Retainer Fee

\$0

Payment Terms:

Payment due within 45 days upon Client's receipt of the report

If the client requests a draft, payment is due upon delivery of the draft. The balance of the professional fees is due upon completion. Interest to accrue at 1.0% per month (12.0% annum) on all amounts not paid within 30 days. Additional professional fees incurred for time committed subsequent to the production of the Final Report, will be billed separately.

Should additional consulting services, such as additional analysis or testimony work, be requested or required, we will charge based on hourly rates for the additional time. The current hourly rate for additional valuation consulting services

is \$325 per hour plus out of pocket expenses.
Appraisal/support staff are billed at lower rates.

Make Checks Payable To:
Send Payment To:

Vitale Realty Advisors, LLC
12660 W. North Avenue, Suite 10
Brookfield, WI 53005

Please reference the appraised property address with payment.

If ACH is preferred, please request instructions

Property Documentation.

Client agrees to provide accurate documentation and information as requested by Valbridge Property Advisors | Milwaukee to complete the appraisal. Delays in receipt of the documentation or in property access may result in Valbridge Property Advisors | Milwaukee being unable to deliver the appraisal report on the agreed-upon delivery date.

MATERIALS & INFORMATION REQUESTED FOR APPRAISAL ASSIGNMENT

- An intended use of the Appraisal Report must be stated in the report. Please specify the reason for obtaining the appraisal
- If available, a survey of the subject property (otherwise I will use maps available from the Sheboygan GIS)
- Business park information, including restrictions and covenants
- Historical lot sale information for past business park lots
- Historic and/or projected development costs for improving the raw land into developed business park sites (if available)
- I would like to have an updated discussion on the business park with someone from the City, ideally on December 30. I am not sure if that would be Taylor Zeinert or someone else, but if you can provide their general availability during the week of December 29th, that would be appreciated

Standard Terms and Conditions and Assumptions/Limiting Conditions.

The services performed under this Agreement will be subject to the attached Standard Terms and Conditions, which are incorporated into and form a material part of this Agreement. The appraisal will also be subject to the assumptions and limiting conditions stated within the report.

The fee and timing terms included in this proposed engagement letter are valid for three business days from the date of this letter. If the client executes this engagement after three days, Valbridge Property Advisors shall have the discretion to contact the client within one business day to present a revised fee and/or timing quote.

By: Vitale Realty Advisors, LLC,
d.b.a. Valbridge Property Advisors | Milwaukee



Matthew J. Gehrke, MAI
Director

Wisconsin Certified General Appraiser
License #1234-10, Expires 12-14-2027
mgehrke@valbridge.com

Dated: December 17, 2025

Agreed and accepted on behalf of Client:

By:



Client Name: City of Sheboygan

Title: Finance Director

Dated: 12/17/2025

STANDARD TERMS AND CONDITIONS FOR SERVICES AGREEMENT

1. **"Personnel."** When capitalized, the term "Personnel" refers to all employees, partners, owners, shareholders, members, officers, directors or independent contractors of the respective party.
2. **Responsibility for Services.** Valbridge Property Advisors | Milwaukee is solely responsible for the services provided under this Agreement and the work product of its appraisers. Valbridge Property Advisors | Milwaukee is an independently owned and operated franchisee member firm of Valbridge Property Advisors Franchising System, LLC, which is a subsidiary of Valbridge Property Advisors, Inc. (both collectively referred to below as "VPA"). VPA and its subsidiaries (including Valbridge Property Advisors Franchising System, LLC, Data Appraise Systems, LLC, and Valbridge Property Advisors Data Solutions, LLC) do not perform valuation services, are not being engaged to provide any services under this Agreement and have no responsibility concerning or liability for the services of Valbridge Property Advisors | Milwaukee or any appraisal or other work product.
3. **Appraisal Fee Changes.** The appraisal fee is based on an understanding of the assignment as outlined in the specifications for the appraisal. Changes in the scope of work or unanticipated matters concerning the property may result in a higher fee and will be billed at Valbridge Property Advisors | Milwaukee's regular hourly rates. If Client places the assignment "on hold" and then reactivates the assignment, an additional charge may apply due to the inefficiency created. If Client cancels the assignment prior to completion, Client agrees to pay for Valbridge Property Advisors | Milwaukee's costs and time incurred at its regular hourly rates prior to its receipt of written notice of such cancellation.
4. **Services Performed on an Hourly Basis.** If this assignment includes a provision for services performed on an hourly billing basis, the hourly rates for such services are subject to periodic adjustment to current rates. Valbridge Property Advisors | Milwaukee will provide 30 days' notice to Client prior to any rate increases. If Client chooses not to consent to the increased rates, Client may terminate the Agreement by written notice effective when received by Valbridge Property Advisors | Milwaukee. If this assignment includes a provision for services performed on an hourly billing basis, Client acknowledges that Valbridge Property Advisors | Milwaukee has not committed to any total fee amount to be incurred by Client under this Agreement.
5. **Intended Users and Uses of Appraisal.** In accordance with applicable professional appraisal standards, each appraisal report will identify the client, any additional intended users, and the intended use(s) of the appraisal. Valbridge Property Advisors | Milwaukee shall have no responsibility, obligation or liability to any party who is not identified as the client or as an additional intended user in the appraisal report or for any uses of an appraisal that are not identified in the report. Any party who is not the client or an intended user is not entitled to use or rely on the appraisal without the express written consent of Valbridge Property Advisors | Milwaukee, notwithstanding that such a party may receive a copy of the report for compliance or informational purposes.
6. **Independence of Appraisal Services.** The services performed under this Agreement will be delivered in a manner that is independent, impartial and objective. Valbridge Property Advisors | Milwaukee's fees and Client's obligation to pay are not contingent on the value of the property, any other assignment results, the funding of any loan, or the outcome of any dispute or litigation. Any opinions expressed about the potential outcome of a matter or case are not guarantees of the outcome.
7. **Confidentiality.** Valbridge Property Advisors | Milwaukee and its Personnel will comply with all confidentiality duties imposed by applicable law and professional standards. Client agrees that Valbridge Property Advisors | Milwaukee may disclose the appraisal report, assignment results and other information relating to an appraisal, including information which may be considered confidential under applicable professional standards, to third parties as required by law or as necessary for compliance with professional standards. Client further consents to and authorizes Valbridge Property Advisors | Milwaukee to disclose the appraisal report, assignment results and other information relating to an appraisal, including information which may be considered confidential under applicable professional standards, as reasonably necessary to defending or responding to threatened or actual legal or regulatory actions or for insurance coverage of such matters.

8. **Testimony in Court or Other Proceedings.** Unless otherwise stated in this Agreement, Client agrees that Valbridge Property Advisors | Milwaukee's engagement under this Agreement does not include Valbridge Property Advisors | Milwaukee's or its Personnel's participation in or preparation for any oral or written testimony in a judicial, arbitration or administrative proceeding; or attendance at any judicial, arbitration or administrative proceeding relating to this assignment. Client will not designate or disclose Valbridge Property Advisors | Milwaukee or any of its Personnel as an expert witness in any court, arbitration or other proceeding without the prior written consent of Valbridge Property Advisors | Milwaukee.
9. **Subpoenas and Testimony.** In the event that Valbridge Property Advisors | Milwaukee or any of its Personnel is compelled by subpoena or other legal or administrative process to provide testimony or produce documents relating to the appraisal or services under this Agreement, whether in court, deposition, arbitration or any other proceeding, Valbridge Property Advisors | Milwaukee shall provide notice thereof to Client and Client agrees that Valbridge Property Advisors | Milwaukee or any of its Personnel may disclose such information as required to comply with such process and to compensate Valbridge Property Advisors | Milwaukee for the reasonable time incurred in connection with preparation for and provision of such testimony and/or documents at Valbridge Property Advisors | Milwaukee's rates in effect at that time and reimburse its reasonable actual expenses.
10. **Withdrawal Prior to Completion.** Valbridge Property Advisors | Milwaukee may terminate its rendition of services for the assignment(s) contemplated under this Agreement and withdraw without penalty or liability before completion or reporting of the appraisal in the event that it determines, at its sole discretion, that incomplete information was provided to Valbridge Property Advisors | Milwaukee prior to the engagement, that Client or other parties have not or cannot provide documentation or information necessary to Valbridge Property Advisors | Milwaukee's analysis or reporting, that conditions of the subject property render the original anticipated scope of work inappropriate, that Valbridge Property Advisors | Milwaukee becomes aware that a conflict of interest has arisen, or that Client has not complied with its payment obligations under this Agreement.
11. **Third-Party Beneficiaries of Agreement.** The Personnel of Valbridge Property Advisors | Milwaukee, VPA, its subsidiaries and their Personnel, and each franchisee and licensee of VPA assisting or providing any services in connection with the services to be provided under this Agreement and each of such franchisee's and licensee's Personnel (each a "**Third-Party Beneficiary**") shall each be an express third-party beneficiary of this Agreement and entitled to all of the rights and protections of and applicable to Valbridge Property Advisors | Milwaukee, and the limitations applicable to the Client, set forth herein (including, without limitation, the provisions regarding Intended Users and Uses of Appraisal, Maximum Time Period for Legal Actions, Mutual Limitations of Liability, Indemnification, Subpoenas and Testimony, Unauthorized Use or Publication, No Responsibility for Certain Conditions and Arbitration). Without limiting the foregoing, although VPA and its subsidiaries will provide no services under this Agreement, in the event of any legal claim or dispute, the following protections and limitations shall apply for the benefit of each Third-Party Beneficiary: Responsibility for Services, Intended Users and Uses of Appraisal, Maximum Time Period for Legal Actions, Mutual Limitations of Liability, Indemnification, Subpoenas and Testimony, No Responsibility for Certain Conditions and Arbitration, and no waiver, modification or amendment of such provisions shall apply to any Third-Party Beneficiary, unless such waiver, modification or amendment is in writing and executed by such Third-Party Beneficiary. There are no other third-party beneficiaries of this Agreement or the services performed under this Agreement.
12. **No Unauthorized Use or Publication.** No part of an appraisal report or the opinions or conclusions stated in a report may be published or used in any advertising materials, property listings, investment offerings or prospectuses, or securities filings or statements without Valbridge Property Advisors | Milwaukee's prior written authorization. If Client publishes or uses the report or Valbridge Property Advisors | Milwaukee's work product without such authorization or provides the report or other work product for unauthorized use or

publication, Client agrees to indemnify and hold Valbridge Property Advisors | Milwaukee and its Personnel harmless from and against all damages, liabilities, losses, causes of actions, expenses, claims and costs, including attorneys' fees, incurred in the investigation and/or defense of any claim arising from or in any way connected to the unauthorized use or publication.

13. **No Responsibility for Certain Conditions.** Notwithstanding that a report may comment on, analyze or assume certain conditions, unless otherwise stated in the report, Valbridge Property Advisors | Milwaukee and its Personnel shall have no responsibility for investigating and shall have no responsibility or liability for matters pertaining to: (a) title defects, liens or encumbrances affecting the property; (b) flood zones, earthquake zones, surveys, property lines or boundaries pertaining to the property; (c) the property's compliance with local, state or federal zoning, planning, building, occupancy permits, disability access, life safety and environmental laws, regulations and standards; (d) building permits and planning approvals for improvements on the property; (e) structural or mechanical soundness or safety; (f) contamination, mold, pollution, asbestos, storage tanks, subsoil conditions, animal or vermin infestations and hazardous conditions affecting the property; and (f) other conditions and matters for which real estate appraisers are not customarily deemed to have professional expertise. Unless otherwise noted, the appraisal will value the property as though free of pollution, hazardous materials or other contamination of any kind. Valbridge Property Advisors | Milwaukee will conduct no hazardous materials or contamination inspection of any kind.
14. **Maximum Time Period for Claims and Proceedings.** Unless the time period is shorter under applicable law and except for claims for indemnification pursuant to Section 19, each claim, cause of action, or other proceeding concerning or relating to this Agreement, or the services or the results of the services provided hereunder (each being a "Claim") between Client and Valbridge Property Advisors | Milwaukee shall be filed (whether in court or in an applicable arbitration tribunal), within two (2) years from the date of delivery to Client of the appraisal report to which the claims or causes of action relate or, in the case of acts or conduct after delivery of the report, two (2) years from the date of the alleged acts or conduct. The time period stated in this section shall: (a) not be extended by any delay in the discovery or accrual of the underlying claims, causes of action or damages, and (b) apply to all non-criminal claims or causes of action of any type, except for intentional fraud or intentionally wrongful conduct.
15. **Mutual Limitations of Liability.** Professional standards for the performance of real estate appraisals require that appraisers perform their services independently, impartially, and objectively. Clients and other users of appraisals often have separate legal or regulatory obligations imposed on them in relation to the appraisal process. The provisions of this section are designed to assure that an appraiser can render appraisal services in compliance with professional standards for reasonable compensation and to assure that clients and users can comply freely with their own professional and legal obligations, and any modifications hereof must be in writing and signed by the parties.
 - a. **Limitations of Liability.** To the fullest extent permitted by applicable law, the maximum liability of Valbridge Property Advisors | Milwaukee and its Personnel to Client or to any third-party (regardless of whether such party's claimed use or reliance on the appraisal was authorized by Appraiser) and of Client to Valbridge Property Advisors | Milwaukee for any Claim shall be limited to the total compensation actually paid to Valbridge Property Advisors | Milwaukee for the appraisal or other services that are the subject of the Claim.

This limitation of liability extends to all types of Claims, whether in contract or tort, but excludes: (i) claims/causes of action for intentionally fraudulent or criminal conduct, intentionally caused injury, or unauthorized use or publication of the appraisal or work product or (ii) claims/causes of action by Valbridge Property Advisors | Milwaukee for the collection of unpaid compensation for the appraisal or other services (for which the maximum recovery shall be the total amount unpaid and owing to Valbridge Property Advisors | Milwaukee, plus applicable interest and late charges), or (iii) claims, causes of action, or other proceedings by Valbridge Property Advisors | Milwaukee or its Personnel

against Client in accordance with Section 19 (each an “Indemnification Claim”), or for publication of any report other than as may be expressly permitted by this Agreement (each a “Publication Claim”).

- b. **No Special or Consequential Damages.** Except in the case of an Indemnification Claim or a Publication Claim, neither Valbridge Property Advisors | Milwaukee/its Personnel nor Client shall be liable to one another or to any third party (regardless of whether such party’s claimed use or reliance on the appraisal was authorized by Appraiser) claiming by or through any of them or as a result of an appraisal or the matters set forth in this Agreement for special or consequential damages, including, without limitation, loss of profits, prospective business opportunities, or damages caused by loss of use of any property, regardless of whether arising from negligence or a breach of this Agreement or otherwise, and regardless of whether a party was advised or knew of the possibility of such damages.
 - c. **Application to Other Parties.** The limitations of liability in this section shall also apply to Claims against a Third-Party Beneficiary.
16. **No Assignment of Claims.** No rights under this Agreement and no Claim may be assigned by any party, except: (i) if set forth in the scope of services or (ii) with regard to the collection of a bona fide existing debt for payment for the services.
17. **Internal Compliance Reviews.** The appraisal or other work product and files may be disclosed to and subject to evaluation by Valbridge Property Advisors, Inc. for internal compliance purposes. Such evaluations do not establish any responsibility to Client or any other parties. Client consents to disclosure of information relating to the appraisal for that purpose.
18. **Arbitration.** Except for the Claims described hereinbelow, each Claim shall be resolved by binding arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The place of arbitration shall be a mutually agreed location within the state in which the subject property is located. This arbitration requirement shall not apply to any Indemnification Claim, Publication Claim, or any Claim for monetary damages under \$5,000, or for collection of amounts due pursuant to this Agreement and not timely or fully paid.
19. **Indemnification.** Client will defend, indemnify and hold Valbridge Property Advisors | Milwaukee and its Personnel (each being an “Indemnified Party”) harmless from and against any liabilities, damages, obligations, costs, and expenses (including attorneys’ fees) arising out of or suffered by an Indemnified Party from or in connection with any claim, cause of action, or other proceeding brought by a third party (a “Third-Party Action”) where such Third-Party Action arises in connection with, results from, or is based in whole or in part upon: (a) publication of the appraisal report or all or any part of its content in a manner inconsistent with the terms of this Agreement, (b) use or reliance on the appraisal by a person, entity, or association not identified as an intended user, unless Valbridge Property Advisors | Milwaukee has consented in writing to adding such person as an intended user, (c) Client’s provision of inaccurate information or documentation, (d) Client’s provision of an incomplete copy of the appraisal report to any person, entity, or association, or (e) Client’s use or provision of the appraisal for a purpose other than its identified intended use.
20. **Governing Law and Jurisdiction.** This Agreement and each Claim shall be governed by the law of the state in which Valbridge Property Advisors | Milwaukee’s office performing the assignment is located, exclusive of that state’s choice of law rules. Client and Valbridge Property Advisors | Milwaukee agree that, except for Indemnification Claims and Publication Claims, each Claim and each legal proceeding to enforce an arbitration award entered pursuant to the arbitration provision of this Agreement, shall be brought in a state or federal court having jurisdiction over the location of the Valbridge Property Advisors | Milwaukee’s office performing the assignment, and the parties hereby waive any objections to the personal jurisdiction or venue of such court.

21. **Severability.** If any provision of this Agreement is held, in whole or part, to be void, unenforceable, or invalid for any reason, the remainder of that provision and the remainder of the entire Agreement shall be severable and remain in full force and effect.
22. **Execution of Agreement.** Execution of this Agreement and delivery of an executed copy by any party by electronic means will be as effective as delivery of a manually executed copy by such party. In the event that any or all off services described in this Agreement are performed at Client's request or direction, but prior to or without Client's execution of the Agreement, the terms and conditions of this Agreement, including Client's obligation to pay, shall still apply.
23. **Entire Agreement and Modifications.** This Agreement contains the entire agreement of the parties. No other agreement, statement or promise made on or before the effective date of this agreement will be binding on the parties. This Agreement may only be modified by a subsequent agreement of the parties in writing signed by all the parties.
24. **Survival.** Sections 2, 5 through 10, and 12 through 23 of these Terms and Conditions shall survive and continue to be applicable after completion of the services described herein.

CITY OF SHEBOYGAN TERMS

The City's standard terms and conditions supersede any conflicting provisions within the contract

**CITY OF SHEBOYGAN STANDARD CONTRACT TERMS
GENERAL SERVICE AGREEMENT
(NON-CONSTRUCTION)**

1. **STANDARD OF CARE.** Contracting Party agrees that the performance of services pursuant to the terms and conditions of this Agreement shall be performed in a manner consistent with the degree and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances providing like services. Upon notice to Contracting Party, Contracting Party will, without additional compensation, correct or replace any and all Services not meeting the Standard of Care. Contracting Party agrees to follow all applicable federal, state, and local laws, regulations, and ordinances, and all provisions of this Agreement.
2. **FULLY QUALIFIED.** Contracting Party represents that all personnel engaged in the performance of the services set forth in this Agreement shall be fully qualified and shall be authorized or permitted under state and local law to perform the services.
3. **SCOPE OF WORK.** Contracting Party agrees to provide all labor, materials, equipment, transportation, appliances, and services necessary to complete all work identified or reasonably inferred from the Scope of Work document attached and/or incorporated into the Agreement. Contracting Party shall be responsible for obtaining all applicable permits and paying applicable permit fees prior to commencement. The scope of work set forth in this Agreement is based on facts known at the time of Agreement execution. As the project progresses, if facts are discovered that suggest a change of scope is warranted, the parties shall provide a written amendment to the Agreement before such change is recognized.
4. **MEANS AND METHODS.** Contracting Party shall be solely responsible for all means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under this Agreement. Contracting Party must employ, as much as possible, such methods and means in carrying out the work as will minimize disruption to City operations. Unless specifically included as a service to be provided under this Agreement, the City specifically disclaims any authority or responsibility for general job site safety, or the safety of persons or property.
5. **APPROPRIATION OF FUNDS.** Notwithstanding any other provision of the Agreement and pursuant to Wis. Stat. § 65.06(1), if funds for the continued fulfillment of this Agreement by the City are at any time not forthcoming or are insufficient, through failure of any entity, including the City itself, to appropriate funds or otherwise, then the City shall have the right to terminate this Agreement without penalty. The City agrees that it will make its best effort to obtain sufficient funds for the Agreement to meet its obligations hereunder in full.
6. **SCHEDULE OF PAYMENTS.** The City shall remit payment to Contractor within not less than thirty (30) days of itemized invoice receipt. Such itemization shall include labor costs, the Contracting Party's direct expenses, including subcontractor costs, the hours worked by Contracting Party's staff and the amount of work completed as a percentage of the work to be performed. The City shall not make payment for any unauthorized work or expenses. The City may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of defective work; evidence indicating the probable filing of claims by other parties against Contract that may adversely affect the City; failure of Contractor to make payments due to subcontractors, material supplies, or employees; damage to the City or a third party from acts arising out of this Contract. The submission of any request for payment shall be deemed a waiver and release by Contractor of all liens and claims with respect to the work and period to which such payment request pertains except as specifically reserved and noted on such request.

Partial payment made under this Agreement is not evidence of the proper performance by Contractor either in whole or in part, and no payment made by the City shall be construed to be an acceptance of defective or improper work.
7. **TAXES, SOCIAL SECURITY, INSURANCE, AND GOVERNMENT REPORTING.** Personal income tax payments, social security contributions, insurance, and all other governmental reporting and contributions required as a consequence of the Contracting Party receiving payment under this Agreement shall be the Contracting Party's sole responsibility. The City is a tax-exempt entity and as such, shall not be required to pay sales tax by execution of a contract.
8. **INSURANCE.** Contracting Party shall, at its sole expense, obtain and maintain in effect at all times during this Agreement, insurance coverage, as applicable, consistent with that set forth in Exhibit A.
9. **INDEMNIFICATION & HOLD HARMLESS.** To the extent authorized by law, Contractor hereby agrees to indemnify, defend, and hold harmless the City of Sheboygan, its elected and appointed officials, officers, employees, agents, representatives, and

authorized volunteers from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, defense costs, attorneys' fees, costs, and expenses of whatsoever kind or nature in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed or alleged to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive of Contractor or its agents or anyone acting under its direction or control or on its behalf arising out of, or in connection with, or relating to this Agreement. Contractor's aforesaid indemnity and hold harmless agreement shall not be applicable to any liability caused by the willful misconduct of the City of Sheboygan, its elected and appointed officials, officers, employees, agents, representatives, or authorized volunteers. Nothing in this Agreement shall be construed as the City of Sheboygan waiving its statutory limitation and/or immunities as set forth in the applicable Wisconsin Statutes or other applicable law. This indemnity provision shall survive the termination or expiration of this Agreement.

10. **TERMINATION FOR CAUSE.** If, through any cause, the Contracting Party shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contracting Party shall violate any of the covenants, agreements, or stipulations of this Agreement, the City of Sheboygan shall thereupon have the right to terminate this Agreement by giving written notice to the Contracting Party of such termination and specifying the effective date, at least ten (10) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, reports or other material related to the services performed by the Contracting Party under this Agreement for which compensation has been made or may be agreed to be made shall, at the option of the City, become the property of the City. Notwithstanding the foregoing, the Contracting Party shall not be relieved of liability to the City for damages sustained by the City by virtue of this Agreement by the Contracting Party, and the City may withhold any payments to the Contracting Party for the purpose of setoff until such time as the exact amount of damages due to the City from the Contracting Party is determined.
11. **TERMINATION FOR CONVENIENCE.** The City may terminate this Agreement at any time and for any reason by giving written notice to the Contracting Party of such termination and specifying the effective date, at least ten (10) days before the effective date of such termination. If this Agreement is terminated by the City pursuant to this provision, Contracting Party will be paid an amount which bears the same ratio to the total compensation as the services actually and satisfactorily performed bear to the total services of the Contracting Party covered by this Agreement, less payments for such services as were previously made. The value of the services rendered and delivered by Contracting Party will be determined by the City.
12. **USE OF CITY PROPERTY.** Any property belonging to the City being provided for use by the Contracting Party shall be used in a responsible manner and only for the purposes provided in this Agreement. No changes, alterations, or additions shall be made to the property unless otherwise authorized by this Agreement.
13. **INDEPENDENT CONTRACTOR.** The parties, their employees, agents, volunteers, and representative shall be deemed independent contractors of each other and shall in no way be deemed as a result of this Agreement to be employees of the other. The parties, their employees, agents, volunteers, and representatives are not entitled to any of the benefits that the other provides for its employees. The parties shall not be considered joint agents, joint ventures, or partners.
14. **JURY TRIAL WAIVER.** The parties hereby waive their respective rights to a jury trial on any claim or cause of action based upon or arising from or otherwise related to this Agreement. This waiver of right to trial by jury is given knowingly and voluntarily by the parties and is intended to encompass individually each instance and each issue as to which the right to a trial by jury would otherwise accrue. Each party is hereby authorized to file a copy of this section in any proceeding as conclusive evidence of this waiver by the other party.
15. **SEVERABILITY.** The provisions of this Agreement are severable. If any provision or part of this Agreement or the application thereof to any person or circumstance shall be held by a court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such provision or part thereof to other persons or circumstances shall not be affected thereby.
16. **ASSIGNMENT, SUBLET, AND TRANSFER.** Contracting Party shall not assign, sublet, or transfer its interests or obligations under the provisions of this Agreement without the prior written consent of the City. This Agreement shall be binding on the heirs, successors, and assigns of each party hereto. Contracting Party shall provide not less than forty-five (45) days advance written notice of any intended assignment, sublet or transfer.
17. **NO WAIVER.** The failure of any party to insist, in any one or more instance, upon performance of any of the terms, covenants, or conditions of this Agreement shall not be construed as a waiver, or relinquishment of the future performance of any such term, covenant, or condition by any other party hereto but the obligation of such other party with respect to such future performance shall continue in full force and effect.

18. **GOOD STANDING.** Contracting Party affirms that it is a company duly formed and validly existing and in good standing under the laws of the State of Wisconsin and has the power and all necessary licenses, permits and franchises to own its assets and properties and to carry on its business. Contracting Party is duly licensed or qualified to do business and is in good standing in the State of Wisconsin and in all other jurisdictions in which failure to do so would have a material adverse effect on its business or financial condition.
19. **CONFLICTS OF INTEREST.** Contracting Party covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. Contracting Party further covenants that in the performance of this Agreement no person having any conflicting interest shall be employed. Any interest on the part of Contracting Party or its employee must be disclosed to the City.
20. **IMPLEMENTATION SCHEDULE AND TIME OF THE ESSENCE.** Any and all phases and schedules which are the subject of approvals, or as set forth herein, shall be governed by the principle that time is of the essence, and modification or deviation from such schedules shall occur only upon approval of the City. The City Administrator, or in their absence, the Council President, shall have the ability to postpone any deadline listed herein, up to a maximum of ninety (90) days.
21. **ACCESS TO RECORDS & OPEN RECORDS LAWS.** Contracting Party, at its sole expense, shall maintain books, records, documents and other evidence pertinent to this Agreement in accordance with accepted applicable professional practices. The City, or any of its duly authorized representatives, shall have access, at no cost to the City, to such books, records, documents, papers or any records, including electronic records, of Contracting Party which are pertinent to this Agreement, for the purpose of making audits, examinations, excerpts and transcriptions. Contracting Party understands that the City is bound by the Wisconsin Public Records Law and, as such, this Agreement is subject to that law. Contractor acknowledges that it is obligated to assist the City in retaining and producing records that are subject to Wisconsin Public Records Law, and that the failure to do so shall constitute a material breach of the contract, and that Contractor must defend and hold the City harmless from liability under that law. Except as otherwise authorized, those records shall be maintained for a period of seven (7) years after receipt of Final Payment under the Agreement.
22. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, all of which shall be considered but one and the same agreements and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party.
23. **SURVIVAL.** All express representations, indemnifications and limitations of liability included in this Agreement will survive its completion or termination for any reason.

CITY OF SHEBOYGAN INSURANCE REQUIREMENTS
GENERAL SERVICE AGREEMENT
(NON-CONSTRUCTION)

The Service Provider shall not commence work until proof of insurance required has been provided in writing to the applicable department before the contract or purchase order is considered for approval by the City of Sheboygan.

It is hereby agreed and understood that the insurance required by the City of Sheboygan is primary and non-contributing coverage and that any insurance or self-insurance maintained by the City of Sheboygan, its officers, council members, agents, employees or authorized volunteers will not contribute to coverage of any loss. All insurance shall be in full force prior to commencing work and remain in force until the entire job is completed and the length of time that is specified, if any, in the contract or listed below whichever is longer.

1. COMMERCIAL GENERAL LIABILITY INSURANCE

Commercial General Liability coverage at least as broad as Insurance Services Office Commercial General Liability Form CG 00 01, including coverage for Products Liability, Completed Operations, Contractual Liability, and Explosion, Collapse, Underground coverage with the following minimum limits and coverage:

Each Occurrence limit	
\$1,000,000	
Personal and Advertising Injury limit	\$1,000,000
General aggregate limit (other than Products-Completed Operations) per project	
\$2,000,000	
Products-Completed Operations aggregate	\$2,000,000
Fire Damage limit — any one fire	\$50,000
Medical Expense limit — any one person	\$5,000

2. BUSINESS AUTOMOBILE COVERAGE. Automobile Liability coverage at least as broad as Insurance Services Office Business Automobile Form, with minimum limits of \$1,000,000 combined single limit per accident for Bodily Injury and Property Damage, provided on a Symbol #1- "Any Auto" basis.

3. WORKERS COMPENSATION AND EMPLOYERS LIABILITY – as required by Wisconsin State Statute or any Workers Compensation Statutes of a different state. Also, if applicable to the work coverage must include Maritime (Jones Act) or Longshore & Harbor Worker's Compensation Act coverage.

Must carry coverage for Statutory Workers Compensation and an Employers Liability with limits of:

- \$100,000 Each Accident
- \$500,000 Disease Policy Limit
- \$100,000 Disease – Each Employee

Employer's Liability limits must be sufficient to meet umbrella liability insurance requirements

4. UMBRELLA LIABILITY providing coverage at least as broad as all the underlying liability policies with a minimum limit of \$2,000,000 each occurrence and \$2,000,000 aggregate, and a maximum self-insured retention of \$25,000. The umbrella must be primary and non-contributory to any insurance or self-insurance carried by City of Sheboygan.

5. **AIRCRAFT LIABILITY**, if the project work includes the use of, or operation of any aircraft or helicopter, then Aircraft Liability insurance must be in force with a limit of \$5,000,000 per occurrence for Bodily Injury and Property Damage including Passenger liability and including liability for any slung cargo.
6. **UNMANNED AIRCRAFT LIABILITY** – if the project work includes the use of, or operation of any unmanned aircraft then unmanned aircraft liability insurance must be carried with a limit of \$1,000,000 per occurrence for bodily injury liability, property damage liability and invasion of privacy liability.
7. **WATERCRAFT LIABILITY** – if the project work includes the use or operation of any watercraft, watercraft liability insurance must be carried with a limit of \$1,000,000 per occurrence for bodily injury liability and property damage liability.
8. **SERVICE PROVIDER'S EQUIPMENT OR PROPERTY** – The Service Provider is responsible for loss and coverage for these exposures. The City of Sheboygan will not assume responsibility for loss, including loss of use, for damage to property, materials, tools, equipment, and items of a similar nature which are being either used in the work being performed by the Service Provider or are to be built, installed, or erected by the Service Provider. This includes but not limited to property owned, leased, rented, borrowed, or otherwise in the care, custody or control of the Service Provider.
9. **PRODUCTS - COMPLETED OPERATIONS LIABILITY** - Products – Completed Operations coverage must be carried for a minimum of three years after acceptance of completed work
10. **LIQUOR LIABILITY** – If the services rendered involve providing alcohol for consumption by others, liquor liability insurance must be carried with a limit of \$1,000,000 per occurrence.

INSURANCE REQUIREMENTS FOR ALL SUBSERVICE PROVIDERS

All subservice providers shall be required to obtain the above coverages as applicable. This insurance shall be as broad and with the same limits and coverages (including waivers of subrogation) as those required per Contractor requirements.

APPLICABLE REQUIREMENTS AND PROVISIONS FOR LIABILITY INSURANCE OF SERVICE PROVIDER & SUBSERVICE PROVIDERS

- A. **Primary and Non-contributory requirement** – all insurance must be primary and non-contributory to any insurance or self-insurance carried by the City of Sheboygan.
- B. **Acceptability of Insurers** – Insurance is to be placed with insurers who have an *A.M. Best* rating of no less than A- and a Financial Size Category of no less than Class VII, and who are authorized as an admitted insurance company in the state of Wisconsin.
- C. **Additional Insured Requirements** – The following must be named as additional insureds on all Liability Policies for liability arising out of service work- the City of Sheboygan, and its officers, council members, agents, employees and authorized volunteers. On the Commercial General Liability Policy, the additional insured coverage must be as broad as ISO form CG 20 26 07 04 and also include Products – Completed Operations additional insured coverage as broad as ISO form CG 20 37 07 04 or their equivalents for a minimum of 3 years after acceptance of work. This does not apply to Workers Compensation Policies and Professional Liability Policies.
- D. **Waivers of Subrogation** - All contractor and subcontractor liability, workers compensation, and property policies, as required herein, must be endorsed with a waiver of subrogation in favor of the City of Sheboygan, its officers, council members, agents, employees, and authorized volunteers.
- E. **Deductibles and Self-Insured Retentions** – Any deductible or self-insured retention in the contractor's policy must be declared to the City of Sheboygan and satisfied by the contractor.
- F. **Evidence of Insurance** – Prior to execution of the agreement, the Service Provider shall file with the City of Sheboygan a certificate of insurance (Acord Form or equivalent for all coverages) signed by the insurer's representative evidencing the coverage required by this agreement. In addition, form CG 20 10 07 04 for ongoing work exposure and form CG 20 37 07 04 for products-completed operations exposure must also be provided or its equivalent on the Commercial General Liability coverage.

- G. Limits and Coverage- The insurance requirements under this Agreement shall be the greater of the minimum limits and coverage specified herein, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits. No representation is made that the minimum insurance requirements stated hereinabove are sufficient to cover the obligations of Contractor under this Agreement.
- H. Claims Made Coverage – If any coverage is maintained on a claims-made basis, the following shall apply:
- I. The retroactive date must be shown and must be before the date of the contract or the beginning of the contract services.
 - II. Insurance must be maintained, and evidence of insurance must be provided for a minimum of three years after completion of the contract services.
 - III. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the contract, Contractor must purchase an extended reporting period for a minimum of three years after completion of the contracted services.
- I. Cancellation/Non-Renewal – No policy of insurance required to be maintained hereunder shall be cancelled, non-renewed, or voided without 30 days prior written notice to the City of Sheboygan except where cancellation is due to the non-payment of premiums, in which event, 10-days prior written notice shall be provided.

**CITY OF SHEBOYGAN
GENERAL ORDINANCE 37-25-26**

BY ALDERPERSON CLOSE.

DECEMBER 23, 2025.

AN ORDINANCE repealing and replacing Chapter 105 of the Sheboygan Municipal Code entitled “General Zoning” and referred to as the City of Sheboygan Zoning Ordinance.

THE COMMON COUNCIL OF THE CITY OF SHEBOYGAN DO ORDAIN AS FOLLOWS:

SECTION 1: **REPEAL AND REPLACE** “Chapter 105 General Zoning” of the Sheboygan Municipal Code is hereby *repealed* and *replaced* to read as outlined in the document attached hereto.

SECTION 2: The City Attorney’s Office will put the replaced/recreated zoning ordinance into the proper Sheboygan Municipal Code format and update all cross-references within the Code.

SECTION 3: **REPEALER CLAUSE** All ordinances or resolutions or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

SECTION 4: **EFFECTIVE DATE** This ordinance shall be in effect from and after its passage and publication according to law.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of
Sheboygan

Meredith DeBruin, City Clerk, City of
Sheboygan

Plan Commission recommends amending Section 3.03(J)(III)(1) SECTION 7 as follows

1. ACCESSORY DWELLING UNIT REGULATIONS

An accessory dwelling unit (ADU) is a smaller, independently habitable residential dwelling unit located on the same lot as a standalone (i.e., detached) single-family home. ADUs can be converted portions of existing homes (i.e., internal ADUs), additions to new or existing homes (i.e., attached ADUs), new stand-alone accessory structures, or converted portions of existing stand-alone accessory structures (i.e., detached ADUs). Accessory Dwelling Units shall comply with the following regulations:

1. No more than one ADU shall be allowed on a single lot.
2. ADUs shall not be located on lots occupied by a two-unit house, townhouse, or cottage court development.
3. The number of occupants of the ADU shall not exceed one family.
4. Additional entrances shall not be added to the front elevation of an existing residential building but may be added to side, rear, or street side elevations.
5. Entrances to ADUs may not face the nearest side or rear property line unless there is an alley abutting that property line.
6. ADU entryways within a rear, side, or street side yard shall be connected to a street frontage by a paved walkway or driveway. The owner shall post one on-building locational sign displaying the address of the ADU.
- ~~7. The ADU's exterior finish material, roof pitch, and trim elements must visually match the exterior finish material of the principal building in type, size and placement.~~
8. Attached ADUs shall adhere to the principal structure setback requirements and other regulations for the underlying zoning district.
9. Detached ADUs shall adhere to the accessory structure setback requirements and other regulations for the underlying zoning district.
10. Either the principal building or ADU must be occupied by the owner of the property as their primary residence for a total of at least 183 days in a calendar year. A restrictive agreement between the property owner and the City shall be recorded prior to issuance of a zoning permit and occupancy being granted.
11. The ADU shall not be sold separately or otherwise conveyed or titled separately from the principal dwelling.
12. ADUs shall not be rented for periods of one (1) to six (6) consecutive days.
13. The maximum size of an ADU shall not exceed 40% of the size of the principal dwelling's floor area, excluding any attached garage.
14. Neither fees in-lieu of parkland, nor park improvement fees shall be charged for a permit to construct an ADU.

Plan Commission recommends amending Section 3.03(j)(III)(1) 3, 10, 12, 13 as follows:

1. ACCESSORY DWELLING UNIT REGULATIONS

An accessory dwelling unit (ADU) is a smaller, independently habitable residential dwelling unit located on the same lot as a standalone (i.e., detached) single-family home. ADUs can be converted portions of existing homes (i.e., internal ADUs), additions to new or existing homes (i.e., attached ADUs), new stand-alone accessory structures, or converted portions of existing stand-alone accessory structures (i.e., detached ADUs). Accessory Dwelling Units shall comply with the following regulations:

1. No more than one ADU shall be allowed on a single lot.
2. ADUs shall not be located on lots occupied by a two-unit house, townhouse, or cottage court development.
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4. Additional entrances shall not be added to the front elevation of an existing residential building but may be added to side, rear, or street side elevations.
5. Entrances to ADUs may not face the nearest side or rear property line unless there is an alley abutting that property line.
6. ADU entryways within a rear, side, or street side yard shall be connected to a street frontage by a paved walkway or driveway. The owner shall post one on-building locational sign displaying the address of the ADU.
7. The ADU's exterior finish material, roof pitch, and trim elements must visually match the exterior finish material of the principal building in type, size and placement.
8. Attached ADUs shall adhere to the principal structure setback requirements and other regulations for the underlying zoning district.
9. Detached ADUs shall adhere to the accessory structure setback requirements and other regulations for the underlying zoning district.
- ~~10. Either the principal building or ADU must be occupied by the owner of the property as their primary residence for a total of at least 183 days in a calendar year. A restrictive agreement between the property owner and the City shall be recorded prior to issuance of a zoning permit and occupancy being granted.~~
11. The ADU shall not be sold separately or otherwise conveyed or titled separately from the principal dwelling.
- ~~12. ADUs shall not be rented for periods of one (1) to six (6) consecutive days.~~
13. The maximum size of an ADU shall not exceed 40% of the size of the principal dwelling's floor area, excluding any attached garage.
14. Neither fees in-lieu of parkland, nor park improvement fees shall be charged for a permit to construct an ADU.

Plan Commission recommends amending Section 3.03(b)(1)(1) as follows:

B. AG: AGRICULTURAL USES

I. AG-1: CULTIVATION

AG-1 uses shall include all operations primarily oriented to the on-site, outdoor raising of plants for commercial purposes. This land use includes trees which are raised as a crop to be replaced with more trees after harvesting, such as in nursery or Christmas tree operations. Cultivation uses shall not include the incidental growing and harvesting of plants or crops for personal use or for a home occupation use within a residence or on the same lot as a residence, commonly known as home gardening.

In all zoning districts, except for the AG zoning district, the following regulations shall apply:

- ~~1. Cultivation uses shall not exceed 20% of a lot's area.~~
2. Cultivation uses shall not be located within a lot's required minimum accessory structure setback area.

Plan Commission recommends amending Section 3.03(d)(1)(1) as follows:

1. DATA CENTERS

Data center uses ~~greater than 21,780 square feet~~ have the following, additional regulations:

1. Data centers must screen the entire perimeter of the occupied parcel using Option A in [TABLE IV7: OUTDOOR STORAGE AND WORK AREA SCREENING OPTIONS](#).
2. 100% of the remaining site landscaping must follow the standards of [SECTION 4.07\(A\)\(VIII\)](#).
3. 100% of the stormwater runoff generated shall be treated on-site, and the applicant shall utilize green infrastructure to the maximum extent feasible.

4. They must generate 100% of the domestic electricity use (i.e., the electricity demand from non-server uses) on-site using renewable energy sources.
5. Zoning Permit applications for data center uses shall include water and energy use projections.

Plan Commission recommends amending Section 4.06(h)(l) table IV-2 as follows:

Table IV2 Minimum Vehicle Parking Spaces Required

Uses	Minimum Parking Spaces Required	Maximum Parking Spaces Allowed
R Uses	1.0 per unit	3.0 per unit (1-2 unit structures) 2.0 per unit (3+ unit structures)
B, E, F, H, I, S Uses	1.0 per 1,000 square feet of building area	5.0 per 1,000 square feet of building area
A Uses	1. per 1,000 square feet of building area OR 1 per 5 persons at the maximum capacity of the establishment	10.0 per 1,000 square feet of building area OR 1 per 2 persons at the maximum capacity of the establishment
M Uses	2.0 per 1,000 square feet of building area	4.0 per 1,000 square feet of building area
AG Uses	1 space per employee on the largest work shift	1.5 spaces per employee on the largest work shift
HO, O, U Uses	No minimum	No maximum

CHAPTER 105: GENERAL ZONING

CONTENTS

Tables	8	
Article I.	9	Procedures and Administration
Section 1.01	9	Introduction
(a) Title	9	
(b) Authority	9	
(c) Effective Date	9	
(d) Purpose and design	10	
(e) District Transitions	10	
Section 1.02	11	Application
(a) Separability and Nonliability	11	
(b) Conflicting Provisions	11	
(c) Jurisdiction	12	
(d) Compliance Required	12	
(e) Minimum Requirements	12	
(f) Language and Interpretation	12	
Section 1.03	14	Review and Decision-Making Authority
(a) Zoning Administrator	14	
(b) Review and Decision-making Authority Table	14	
Section 1.04	14	Common Application Procedures
(a) Applicability	15	
(b) Form of application	15	
(c) Availability	15	
(d) Fees	15	
(e) Completeness, accuracy, and sufficiency	15	
(f) Denied applications	16	
(g) Notices	16	
(h) Public Hearings	16	
(i) Conditions of Approval	16	
(j) Burden of Proof	17	
(k) Required Time Frames for Action	17	

(l) Less Intense Modifications	17
Section 1.05	Zoning Text Amendments
17	
(a) Purpose	17
(b) Authority to Initiate	17
(c) Staff Recommendation	17
(d) Public Hearing	17
(e) Plan Commission Recommendation	18
(f) Common Council Decision	18
(g) Review Criteria and Standards	18
Section 1.06	Zoning Map Amendments
18	
(a) Purpose	18
(b) Authority to Initiate	18
(c) Pre-Application Meeting	19
(d) Application filing	19
(e) Staff Recommendation	19
(f) Public Hearing	19
(g) Plan Commission Recommendation	19
(h) Common Council Decision	19
(i) Review Criteria and Standards	19
(j) Successive Applications	19
Section 1.07	Zoning Compliance Review
20	
(a) Purpose	20
(b) Timing	20
(c) Applications	20
(d) Decision	20
Section 1.08	Sign Permits
21	
(a) Purpose	21
(b) Sign Permit Applications	21
(c) Sign Permit Procedures	21
(d) Time to Construct	21
Section 1.09	Appeals and Variances
22	
(a) Purpose	22
(b) Applicability	22

(c) Prohibited Variances	23
(d) Authority to Initiate	23
(e) Application Filing	23
(f) Staff Record	23
(g) Public Hearing Notice	23
(h) Public Hearing	23
(i) Burden of Proof	24
(j) Additional Review Criteria and Standards	24
(k) Board of Appeals Decision	24
(l) Limited effect of a variance	24
(m) Transferability	25
(n) Lapse of Approval	25
(o) Successive Applications	25
(p) Appeal	25
(q) Administrative Adjustments	25
Section 1.10	Planned Development Districts
26	
(a) Purpose	26
(b) General REgulations	27
(c) Approval criteria for planned Development Districts	27
(d) Authority to Initiate	28
(e) Applciation Procedures	28
(f) Lapse of Approval	28
Section 1.11	Nonconformities
29	
(a) Authority to Continue	29
(b) Determination of Nonconformity	29
(c) Repairs and Maintenance	29
(d) Change in Ownership	29
(e) Nonconforming Lots	29
(f) Nonconforming Structures	30
(g) Nonconforming uses	30
(h) Existing Nonconforming Signs	30
Section 1.12	Certificates of Occupancy
31	
(a) Required	31
(b) Issuance	31
(c) Temporary Certificates	31

(d) Application	31
(e) Work Description and Valuation	31
Section 1.13	Fees
31	
(a) Fees for procedures requested by a private party	31
(b) Fees for procedures requested by the city	32
(c) Payment of fees	32
(d) Professional consultant review services	32
Section 1.14	Enforcement and Penalties
32	
(a) Enforcement	32
(b) Forfeiture	32
(c) Default of Payment	32
(d) Compliance Required	32
(e) Other Remedies	33
(f) No Permit Defenses	33
(g) Cost of abatement	33
Section 1.15	Historic Preservation Regulations
33	
(a) Purpose and Intent	33
(b) Definitions	33
(c) Historic Preservation Commission Composition	34
(d) Historic structure, historic site and historic district designation criteria ..	35
(e) Powers and Duties	35
(f) Regulation of construction, reconstruction, alteration, and demolition	35
(g) Appeals	36
(h) Recognition of historic structures, sites, and districts	36
(i) Procedures	37
Article II.	Districts
38	
Section 2.01	Purpose
38	
Section 2.02	Zoning Districts
38	
(a) OS: Open space	39
(b) AG: Agricultural	39
(c) E-N: Estate neighborhood	39
(d) S-N: Suburban neighborhood	39
(e) S-CO: Suburban corridor	39

(f) U-N: Urban neighborhood	39
(g) U-CO: Urban Corridor	39
(h) U-DT: Urban Downtown	39
(i) I: Industrial	40
(j) Natural Resource Protection – Overlay	40
Section 2.03	Zoning Map
40	
Section 2.04	Interpretation of Zoning District Boundaries
41	
Section 2.05	Lot and Structure Regulations
41	
(a) Regulations Table	41
(b) Contextual street-yard building setbacks	43
(c) Setback Encroachments	43
(d) Height Regulations	43
(e) One Building Per Lot	45
(f) Pavement Setbacks	45
(g) Nonconforming Covered Front Porches	45
Article III.	Uses
45	
Section 3.01	Use Table
45	
Section 3.02	Interpretation of the use table
47	
(a) Permitted uses	47
(b) Prohibited Uses	47
(c) Upper-story Uses	47
(d) References	48
(e) Use classification	48
Section 3.03	Use Definitions and Standards
48	
(a) A: Assembly Uses	48
(b) B: Business Uses	50
(c) E: Educational Uses	50
(d) F: Factory Uses	51
(e) H: High-Hazard Uses	51
(f) HO: Home Occupations	52
(g) I: Institutional Uses	53
(h) M: Mercantile Uses	54

(i) O: Outdoor Uses	55
(j) R: Residential Uses	55
(k) S: Storage Uses	59
(l) U: Utility and Accessory Uses	59
(b) AG: Agricultural Uses	69
Article IV.City-Wide Site Design Regulations	
71	
Section 4.01	Utility Service Regulations
71	
Section 4.02	Intersection Visibility Regulations
71	
(a) Applicability	71
(b) Visibility Triangles Established	71
(c) Visibility Triangles Defined	72
Section 4.03	Sign Regulations
72	
(a) Purpose and Intent	72
(b) Compliance	72
(c) Exemptions	72
(d) Abandoned Signs	72
(e) Construction and Maintenance	73
(f) General Provisions	73
(g) Signs permitted without a permit	74
(h) Signs Permitted with a Permit	75
(i) Signs Prohibited in Any District	76
(j) Sign Measurements	77
Section 4.04	Architectural Regulations
77	
(a) Purpose and scope	77
(b) Building Façades	78
(c) Alternative Compliance	78
Section 4.05	Historic Preservation Regulations
78	
(a) Purpose and intent	78
(b) Historic structure, historic site, and historic district designation criteria	79
(c) Certificate of Appropriateness Required	79
(d) Ordinary Maintenance and Repairs	79
Section 4.06	Parking and Access Regulations
79	

(a) Purpose	79
(b) Applicability	79
(c) Bicycle Parking	80
(d) Sidewalks	80
(e) Internal pedestrian circulation	80
(f) Accessible Parking	81
(g) Use of Motor Vehicle Parking Areas	81
(h) Parking Area Ratios	81
(i) Parking Area Layout and Design	83
(j) R Use Heavy Vehicle Parking Limitations	85
(k) Stacking Spaces	85
(l) Traffic Impact Analysis (TIA)	86
(m) Loading Areas	88
Section 4.07	Landscaping and Screening Regulations
88	
(a) Landscaping	88
(b) Screening	93
Section 4.08	Outdoor Lighting Regulations
94	
(a) Preface	94
(b) Outdoor Lighting Requirements	95
(c) Administrative Requirements	97
Section 4.09	Public Art Regulations
98	
(a) Purpose	98
(b) Applicability	98
(c) No Endorsement	98
(d) Permit required	98
(e) Permit Application Materials	98
(f) Review Criteria	99
Section 4.10	Alternative Compliance Regulations
99	
(a) Purpose	99
(b) Limitations	100
(c) Required Alternative Compliance Conditions	100
(d) Required Alternative Compliance Elements	100
Article V.	Appendices
101	

Section 5.01	Abbreviations
101	
Section 5.02	Definitions
102	
(a) Terms beginning with "A"	103
(b) Terms beginning with "B"	105
(c) Terms beginning with "C"	106
(d) Terms beginning with "D"	107
(e) Terms beginning with "E"	109
(f) Terms beginning with "F"	110
(g) Terms beginning with "G"	110
(h) Terms beginning with "H"	111
(i) Terms beginning with "I"	112
(j) Terms beginning with "J"	113
(k) Terms beginning with "K"	113
(l) Terms beginning with "L"	113
(m) Terms beginning with "M"	116
(n) Terms beginning with "N"	117
(o) Terms beginning with "O"	118
(p) Terms beginning with "P"	119
(q) Terms beginning with "Q"	120
(r) Terms beginning with "R"	120
(s) Terms beginning with "S"	121
(t) Terms beginning with "T"	124
(u) Terms beginning with "U"	124
(v) Terms beginning with "V"	125
(w) Terms beginning with "W"	125
(x) Terms beginning with "X"	125
(y) Terms beginning with "Y"	125
(z) Terms beginning with "Z"	126
Section 5.03	Native Species List
126	

TABLES

Table I-1: District Transition Table	10
Table I-2: Review and Decision-Making Authority	14
Table II-1: Zoning Districts	38

Table II-2: Lot and Structure Regulations	41
Table II-3: Height Regulations	43
Table II-4: Contextual Building Height Increases	44
Table III-1: Uses	45
Table IV-1 Sign Regulations	75
Table IV-2 Minimum Vehicle Parking Spaces Required	82
Table IV-3 Shared Parking Ratios	83
Table IV-4: Parking Stall Dimensions	84
Table IV-5: Vehicular Use Area Street Frontage Screening Options	89
Table IV-6: Vehicular Use Area Side and Rear Screening Options	89
Table IV-7: Outdoor Storage and Work Area Screening Options	89
Table IV-8: Trash, Recycling, and Mechanical Equipment Area Screening Options	90
Table V-1: Abbreviations	101
Table V-2: Animal Units	104

ARTICLE I. PROCEDURES AND ADMINISTRATION

SECTION 1.01 INTRODUCTION

(A) TITLE

This chapter shall be known, cited, and referred to as the City of Sheboygan Zoning Ordinance, except as referred to herein, where it shall be known as “this Chapter.”

(B) AUTHORITY

This zoning chapter is adopted under the authority of the powers granted and limitations imposed by Wisconsin law. The intent of this chapter is to promote the health, safety, morals, and general welfare of the community; to regulate and restrict by ordinance, subject to [§ 62.23\(7\)\(HM\), WIS. STATS.](#), the height, number of stories and size of buildings and other structures; the percentage of lot that structures may occupy; the size of yards, courts and other open spaces; subject to [§ 66.10015\(3\), WIS. STATS.](#), the density of population; and the location and use of buildings, structures and land for trade, industry, mining, residence, or other purposes if there is no discrimination against temporary structures. The public shall liberally construe this chapter and any ordinance, resolution, or regulation enacted or adopted under this chapter in favor of the City and as minimum requirements adopted for the purposes stated. No person may deem this chapter a limitation of any power granted elsewhere.

(C) EFFECTIVE DATE

This ordinance shall take effect and be in force from and after its passage and publication. All plans approved under previous zoning regulations shall be valid and may be used to obtain permits for a period of not more than one year after the effective date of this Chapter, except where subject to developer agreement provisions such as Planned Developments.

(D) PURPOSE AND DESIGN

The City adopts this Chapter to protect the health, safety, and general welfare of the public. The City also intends this Chapter to:

- (1) Promote land use and development patterns that are consistent with the Comprehensive Plan and other relevant, officially adopted plans of the City;
- (2) Protect the public health, safety, and general welfare of the City;
- (3) Secure safety from fire, flooding, pollution, contamination, and other dangers;
- (4) Maintain and promote safe motorized and nonmotorized circulation;
- (5) Ensure the provision of adequate open space for light, air, and recreation;
- (6) Promote appropriate density and intensity of development;
- (7) Protect and enhance environmentally sensitive areas, groundwater resources, and other natural resources;
- (8) Facilitate the adequate, efficient, and cost-effective provision of infrastructure and other public services and facilities;
- (9) Preserve the natural scenic beauty of the City and enhance the appearance of the natural and built environments;
- (10) Remove obstacles and provide opportunities for energy conservation and renewable energy use;
- (11) Stabilize, protect, and enhance property values;
- (12) Protect productive agricultural land from premature urbanization and provide opportunities for local food production;
- (13) Preserve burial sites as defined in *WIS. STAT. § 157.70(1)(B)*;
- (14) Accommodate innovative project designs, including developments that incorporate mixed uses and housing variety and choice;
- (15) Promote the orderly development and economic vitality of the City;
- (16) Provide an adequate variety of housing and commercial building types to satisfy the City's social and economic goals; and
- (17) Provide for the administration and enforcement of this zoning chapter, as well as remedies and penalties for ordinance violations.

(E) DISTRICT TRANSITIONS

The zones listed below generally transitioned to the new zoning districts as listed in *TABLE I-1: DISTRICT TRANSITION TABLE*. However, some districts may shift due by Council resolution over time.

Table I-1: District Transition Table

Previous Zoning District	New Zoning District
RA-35ac Rural Agricultural.	AG Agricultural
ER-1 Estate Residential.	E-N Estate Neighborhood
SR-3 Suburban Residential-3.	S-N Suburban Neighborhood
SR-5 Suburban Residential-5.	S-N Suburban Neighborhood
NR-6 Neighborhood Residential.	U-N Urban Neighborhood

MR-8 Mixed Residential.	S-N Suburban Neighborhood or U-N Urban Neighborhood (based on lot size, see SECTION 2.05)
UR-12 Urban Residential.	U-N Urban Neighborhood
NO Neighborhood Office.	U-CO Urban Corridor
SO Suburban Office.	S-CO Suburban Corridor
NC Neighborhood Commercial.	U-CO Urban Corridor
SC Suburban Commercial.	S-CO Suburban Corridor
UC Urban Commercial.	U-CO Urban Corridor
CC Central Commercial.	U-DT Urban Downtown
SI Suburban Industrial.	I Industrial
UI Urban Industrial.	I Industrial
HI Heavy Industrial.	I Industrial
None	OS Open Space (new district)

SECTION 1.02 APPLICATION

(A) SEPARABILITY AND NONLIABILITY

The provisions of this chapter are separable in accordance with the following:

- (1) If any court of competent jurisdiction shall adjudge any provision of this chapter to be invalid, such judgement shall not affect any other provisions of this chapter not specifically included in said judgement.
- (2) If any court of competent jurisdiction shall adjudge invalid the application of any portion of this chapter to a property, water, building, or other structure, such judgement shall not affect the application of said provision to any other property, building, or structure not specifically included in said judgement.
- (3) If a court of competent jurisdiction finds any requirement or limitation attached to an authorization given in this chapter invalid, it shall be presumed that the authorization would not have been granted without the requirement or limitation.
- (4) The city does not guarantee, warrant, or represent that only those areas designated as flood lands will be subject to periodic inundation and hereby asserts that there is no liability on the part of the common council, its agencies, or employees for any flood damage, sanitation problems, or structural damages, upon reliance or conformance with this chapter.

(B) CONFLICTING PROVISIONS

It is not intended by this ordinance to interfere with, abrogate, or annul any existing easements, covenants, or agreements between parties, nor to impair or interfere with any existing provisions of law or ordinance or any rules, regulations or permits previously adopted or issued or which shall be adopted or issued under law, relocating to the use, occupancy, location and height of buildings or premises or require larger

open spaces than are imposed or required by such provisions of law or ordinance or by such rules, regulations or permits, the provisions of this ordinance shall control.

(I) ABROGATION

The City does not intend the regulations of this Chapter to repeal, abrogate, annul, impair, or interfere with any existing easements, covenants, deed restrictions, agreements, ordinances, rules, regulations, or permits previously adopted or issued pursuant to law.

(II) STATE OR FEDERAL REGULATIONS

If the provisions of this zoning chapter are inconsistent with or conflict with state or federal law, the applicable state and federal law or regulation governs.

(III) OTHER CITY ORDINANCES

If the provisions of this Chapter are inconsistent with one another or if they conflict with provisions found in other adopted ordinances or regulations of the City, the more restrictive provision governs unless otherwise expressly stated. The more restrictive provision is the one that imposes more stringent controls.

(IV) PRIVATE AGREEMENTS AND COVENANTS

The City is not responsible for monitoring or enforcing agreements or covenants among private parties. If the provisions of this Chapter impose a greater restriction than imposed by an agreement or covenant among private parties, the provisions of this Chapter govern.

(C) JURISDICTION

This chapter is applicable to all territory located within the corporate limits of the City of Sheboygan.

(D) COMPLIANCE REQUIRED

All lots created or modified, uses of land, and structures erected, located, moved, reconstructed, extended, or structurally altered must comply with the provisions of this Chapter.

(E) MINIMUM REQUIREMENTS

Every person shall hold the provisions of this ordinance as the minimum requirements adopted for promoting public health, safety, morals, comfort, prosperity, and general welfare. The Common Council designed them to legally implement and influence the City of Sheboygan's development, per the powers granted under the provisions of [§ 62.23, WIS. STATS.](#)

(F) LANGUAGE AND INTERPRETATION

(I) MEANINGS AND INTENT

Words and terms expressly defined in this Chapter, including those described in [SECTION 1.04](#), have the specific meanings assigned unless the context indicates

another meaning. Words not expressly defined in this zoning chapter have the meaning assigned in Merriam-Webster's Collegiate Dictionary.

(II) CONJECITONS

Unless the context expressly indicates otherwise, "**AND**" indicates that all connected items or provisions apply, and "**OR**" indicates that the connected items or provisions may apply singularly or in combination.

(III) COMPUATATION OF TIME

References to "**DAYS**" are to calendar days unless otherwise expressly stated. References to "**BUSINESS DAYS**" are references to regular government working days, excluding Saturdays, Sundays, and City-observed holidays. This Chapter calculates the time to complete an act by excluding the first day and including the last day. The ordinance excludes that day if the last day is a Saturday, Sunday, or a City-observed holiday. A day concludes at the close of business, and the Zoning Administrator shall consider any materials received after that time as the following day.

(IV) TENSES AND USAGE

Words used in the singular include the plural. The reverse is also true. Words used in the present tense include the future tense. The reverse is also true. The words "shall," "will," and "must" are mandatory. The word "may" is permissive, not mandatory or required. However, the phrase "may not" means the ordinance prohibits the referenced action. Phrases that include numbers, such as "up to x," "not more than x," and "a maximum of x," all include "x." The words "used" and "occupied" include "intended and designed to be used or occupied."

(V) ILLUSTRATIONS

This ordinance provides illustrations for convenience and reference only. They do not define or limit the scope of any provision of this zoning chapter. In case of any difference of meaning or implication between the text of this zoning chapter and any figure or illustration, the text governs.

(VI) REFERENCES TO OTHER REGULATIONS

All references in this zoning chapter to other City, county, state, or federal regulations are for informational purposes only and do not necessarily constitute a complete list of applicable regulations. References to other applicable regulations do not imply any responsibility by the City for enforcement of such regulations.

(VII) VERSIONS AND CITATIONS

The public shall construe all references in this zoning chapter to other City, state, or federal regulations as referring to the most up-to-date version and citation for those regulations or successor regulations unless otherwise expressly indicated. When the subject authority repeals and does not replace any referenced regulations with other successor regulations, the zoning chapter requirements for compliance are no longer in effect.

(VIII) LISTS AND EXAMPLES

The Common Council intends, unless otherwise expressly indicated, lists of items or examples that use "including," "such as," or similar terms to provide examples only. The public should not construe them as exhaustive lists of all possibilities.

(IX) DELEGATION OF AUTHORITY

Whenever a provision requires the head of a department or another officer or employee of the City to perform an act or duty, they shall construe the provision as authorizing the department head or officer to delegate that responsibility to others over whom they have authority. Delegation of authority is not allowed when the provisions of this zoning chapter expressly prohibit such delegation.

(X) PUBLIC OFFICIALS AND AGENCIES

Unless otherwise expressly stated, this ordinance references employees, public officials, boards, and commissions of the City of Sheboygan.

SECTION 1.03 REVIEW AND DECISION-MAKING AUTHORITY

(A) ZONING ADMINISTRATOR

The Common Council, through the Plan Commission, vests the power to administer this chapter with the City Administrator. The City Administrator may delegate any administration powers to others as they see fit.

(B) REVIEW AND DECISION-MAKING AUTHORITY TABLE

This subsection provides a summary of review and decision-making authority under the procedures of this zoning chapter. If this summary table conflicts with written procedures contained elsewhere in this chapter, the written procedures shall govern.

Table I-2: Review and Decision-Making Authority

Procedure	City Staff	Plan Commission	Common Council	Board of Appeals
Zoning Text Amendments	R	R*	DM	-
Zoning Map Amendments	R	R*	DM	-
Zoning Compliance Review	DM	-	-	A*
PUD	R	R*	DM	-
Administrative Adjustment	DM	-	-	A*
Zoning Variances	R	-	-	DM*
Sign Permits	DM	-	-	A*
Certificates of Occupancy	DM	-	-	A*
R = Recommendation; DM = Decision Maker; A = Appeals				
*Denotes a public hearing is required				

SECTION 1.04 COMMON APPLICATION PROCEDURES

(A) APPLICABILITY

The application and fee provisions of this section apply to zoning applications filed by eligible applicants.

(B) FORM OF APPLICATION

The Zoning Administrator may determine the specific form of application for all zoning procedures unless specifically noted within this Chapter. All applications must include materials and information to assist authorized review and decision-making bodies in their consideration of the application, for example:

- (1) Names, addresses, and phone numbers of all owners of record of the subject property; and
- (2) Maps, plats, surveys, dimensioned site plans, architectural drawings, engineering documents, environmental reports, traffic studies, and other materials and information, as required by this zoning chapter or application checklists established by the official responsible for accepting the application.

(C) AVAILABILITY

The Zoning Administrator shall ensure the public may view and access all application forms and submittal requirements.

(D) FEES

The Common Council shall establish application fees to cover the cost of providing hearing notices and other costs related to reviewing and processing applications. These fees may include late fees, penalties, and expedited processing fees.

(E) COMPLETENESS, ACCURACY, AND SUFFICIENCY

The Zoning Administrator shall consider an application complete and sufficient for processing only if it is submitted in the required number and form, includes all required information, and is accompanied by the required fees.

(I) INCOMPLETE APPLICATIONS

The Zoning Administrator may refuse acceptance of an incomplete or incorrect application due to omissions or errors which hinder the timely or competent evaluation of the application's compliance with the zoning chapter requirements or applications subject to the authority of a different decision-making body.

If they determine an application incomplete or incorrect, the Zoning Administrator shall provide the applicant written notice within 30 days and explain the application's deficiencies. The Zoning Administrator shall consider the application withdrawn unless the applicant corrects the deficiencies within 90 days.

The Zoning Administrator may require that applications or plans be revised before being placed on an agenda for possible action if they determine that the application or plan contains inaccuracies or omissions that hinder timely or competent evaluation of the application's compliance with this Chapter's requirements or other regulations.

(II) PROCESSING CYCLE

When the Zoning Administrator deems an application complete, they shall place it in the first available application processing cycle for review by staff and other relevant decision-making bodies per the applicable review and approval procedures.

(F) DENIED APPLICATIONS

No applicant may resubmit a substantially similar application denied by the applicable decision-making body within one year from the date of denial.

(G) NOTICES

Whenever the provisions of this zoning chapter require that the Zoning Administrator publishes a notice, they must publish the notice per *CH. 985, WIS. STATS.* When the Zoning Administrator's records document the publication, mailing, or posting of notices, the Zoning Administrator will presume the required notice given. The failure of notices to reach any intended recipient does not invalidate any action taken on the subject matter of the notice. The Zoning Administrator shall not deem minor defects in required notices to impair the notice or invalidate proceedings under the notice. These minor defects include errors in a legal description, typographical errors, or grammatical errors that do not harm the communication of the notice to affected parties. If questions arise at the hearing regarding the adequacy of notice, the body conducting the hearing shall make a formal finding about whether there was substantial compliance with the notice requirements.

(H) PUBLIC HEARINGS

(I) RULES

The body conducting the hearing is authorized to establish reasonable rules and regulations governing the conduct of hearings and the presentation of information and comments.

(II) CONTINUATION

Once commenced, the hearing body may continue a public hearing. The Zoning Administrator does not need to republish notices if the body sets and announces continuance for a specified date and time.

(III) INDEFINITE CONTINUATION

If the body continues or postpones the hearing indefinitely from the date of the originally scheduled public hearing, the Zoning Administrator shall publish new notices before the rescheduled hearing. If the applicant requests, and the body grants, a continuance or postponement requiring notification, the body conducting the hearing may require the applicant to pay any notification costs.

(I) CONDITIONS OF APPROVAL

Review bodies, including staff, are authorized to recommend conditions and decision-making bodies are authorized to approve the subject application with conditions. Any conditions recommended or approved must relate to a situation likely created or aggravated by the proposed use or development and must be roughly proportional to the

use or development's impacts. Per [§ 66.10016\(3\), WIS. STATS.](#), any conditions relating to new by-right residential developments shall coincide with ordinances and approved plans at the time of application.

The city shall assume any conditions of approval recommended by staff are included in any motion for approval made by the decision-making body, unless otherwise explicitly stated by the decision-making body.

(J) BURDEN OF PROOF

Applications must address relevant review and decision-making criteria. In all cases, the applicant is responsible for showing that an application or proposal complies with all applicable review or approval criteria.

(K) REQUIRED TIME FRAMES FOR ACTION

Any time limit specified in this zoning chapter for any decision or action on behalf of a review or decision-making body may be extended if the applicant agrees to an extension. Unless otherwise expressly stated, if a review or decision-making body does not render a decision or take action within any time period required under this zoning chapter and the applicant has not agreed to an extension of that time limit, the application is deemed denied.

(L) LESS INTENSE MODIFICATIONS

The Zoning Administrator may amend a previous property entitlement that no longer exists or is markedly different under the current version of this ordinance (e.g., conditional uses or other special zoning approvals) if the modifications reduce the entitlement's impact on the property or are less intense or massive than originally approved.

SECTION 1.05 ZONING TEXT AMENDMENTS

(A) PURPOSE

The purpose of this section is to provide regulations which govern the procedure and requirements for the review and approval, or denial, of proposed amendments to provisions of this zoning chapter.

(B) AUTHORITY TO INITIATE

The Mayor, Common Council, Plan Commission, or Zoning Administrator may initiate a zoning text amendment.

(C) STAFF RECOMMENDATION

The Zoning Administrator shall prepare a recommendation on the zoning text amendment for consideration by the Plan Commission.

(D) PUBLIC HEARING

The Zoning Administrator shall direct the City to publish a class 2 notice, under [CH. 985, WIS. STATS.](#), and notify the required parties per [§ 62.23\(7\)\(D\), WIS. STATS.](#) The

Plan Commission shall hold a public hearing regarding the zoning text amendment within 60 days of receiving the Zoning Administrator's recommendation.

(E) PLAN COMMISSION RECOMMENDATION

After closing the public hearing, the Plan Commission shall provide a recommendation and report on the zoning text amendment to the Common Council.

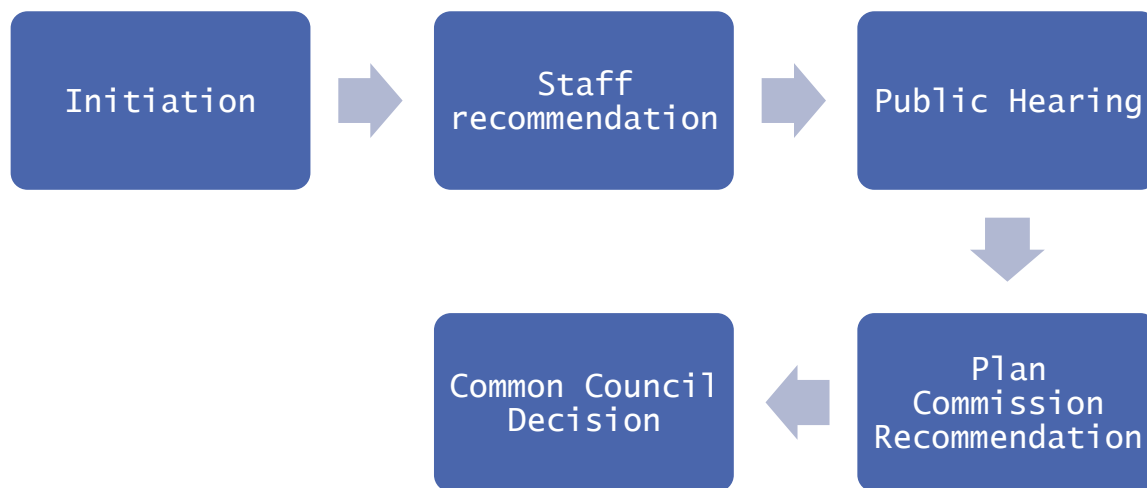
(F) COMMON COUNCIL DECISION

Following receipt of the Plan Commission's recommendation and report, the Common Council shall act on the proposed zoning text amendment. If the Plan Commission does not forward a recommendation and report to the Common Council within 60 days of the Zoning Administrator submitting their recommendation, Common Council may hold the required hearing and act on the zoning text amendment.

(G) REVIEW CRITERIA AND STANDARDS

Zoning text amendments are legislative decisions of the Common Council based on consistency with the Comprehensive Plan and promotion of public health, safety, and general welfare.

Figure I-1: Zoning Text Amendment Process



SECTION 1.06 ZONING MAP AMENDMENTS

(A) PURPOSE

The purpose of this section is to provide regulations which govern the procedure and requirements for the review of proposed amendments to the official zoning map.

(B) AUTHORITY TO INITIATE

The Common Council, Plan Commission, Zoning Administrator, the owner of the subject property, or the owner's authorized agent may initiate a zoning map amendment.

(C) PRE-APPLICATION MEETING

Eligible applicants shall meet with the Zoning Administrator to discuss the proposed amendment and application procedures before applying. The Zoning Administrator shall deem a Zoning Map amendment application incomplete if the eligible applicant does not complete a pre-application meeting.

(D) APPLICATION FILING

Applicants shall file applications with the Zoning Administrator.

(E) STAFF RECOMMENDATION

The Zoning Administrator shall prepare a recommendation on the zoning map amendment for consideration by the Plan Commission.

(F) PUBLIC HEARING

The Zoning Administrator shall direct the City to publish a class 2 notice, under [CH. 985, WIS. STATS.](#), and notify the required parties per [§ 62.23\(7\)\(D\), WIS. STATS.](#) The Plan Commission shall hold a public hearing regarding the Zoning Map amendment within 60 days of receiving the Zoning Administrator's recommendation.

(G) PLAN COMMISSION RECOMMENDATION

After closing the Public Hearing, the Plan Commission shall recommend and report to the Common Council on the Zoning Map amendment.

(H) COMMON COUNCIL DECISION

Following receipt of the Plan Commission's recommendation and report, the Common Council shall act on the proposed amendment. If the Plan Commission does not forward a recommendation and report to the Common Council within 60 days of the Zoning Administrator submitting their recommendation, the Common Council may hold the required hearing and act on the zoning map amendment.

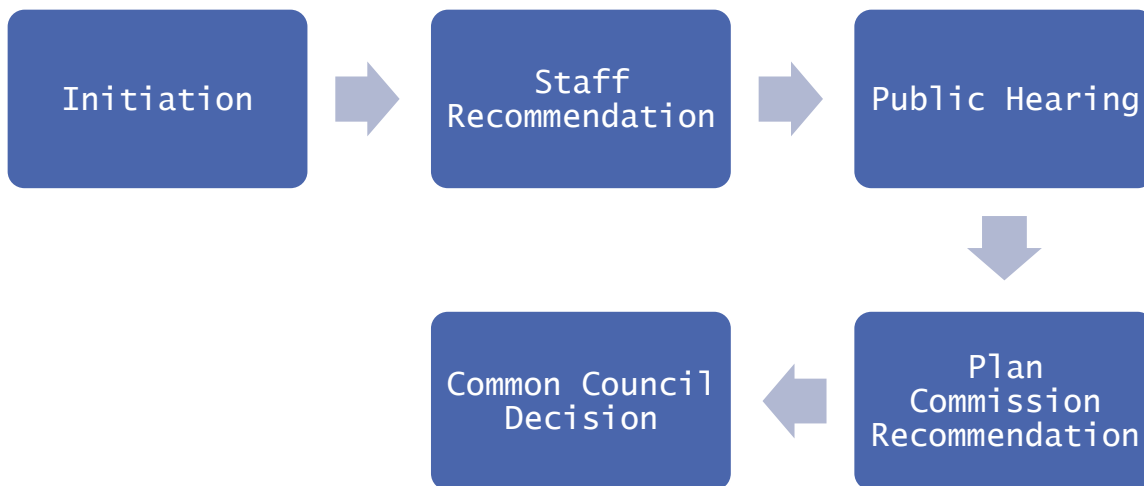
(I) REVIEW CRITERIA AND STANDARDS

Zoning map amendments are legislative decisions of the Common Council based on consistency with the Comprehensive Plan and promotion of public health, safety, and general welfare.

(J) SUCCESSIVE APPLICATIONS

If the Common Council denies a proposed Zoning Map amendment, no applicant may file a zoning map amendment application requesting the same or more intensive zoning for the subject property for one year from the date of final action by the Common Council unless the Common Council expressly acts to deny the previous application without prejudice or the new application is substantially different than the one that the Council denied.

Figure I-2: Zoning Map Amendment Process



SECTION 1.07 ZONING COMPLIANCE REVIEW

(A) PURPOSE

The purpose of this section is to provide regulations which govern the procedure and requirements for the review of compliance with this zoning chapter for all changes in use, property, or structures where regulations of this chapter may apply.

(B) TIMING

The Zoning Administrator must review all building permits; changes in use or occupancy or a property, and other changes to property and structures, primary, accessory, temporary, or permanent, for zoning compliance before the Building Inspector or any other applicable official issues any permits.

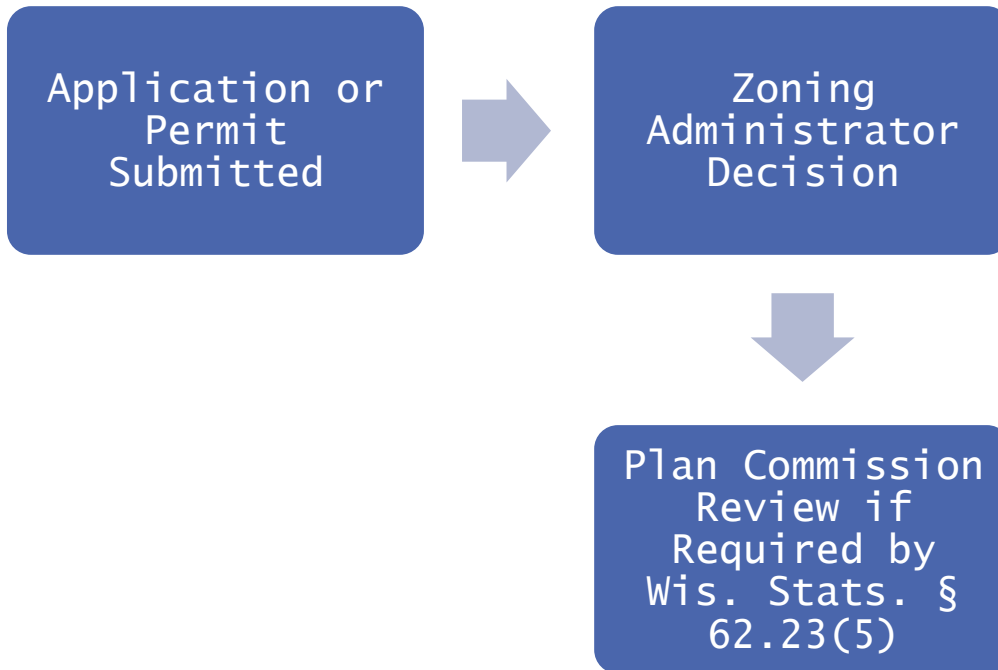
(C) APPLICATIONS

Applicants for certificates of occupancy, building permits, and other applicable permits must include enough information to demonstrate that the permit complies with this chapter. The Zoning Administrator may require Pre-Application meetings for complex site developments at their discretion.

(D) DECISION

The Zoning Administrator shall review each permit, certificate, or scope of proposed work for zoning compliance. They shall approve or deny the permit considering whether the proposed use, structure, or development complies with the provisions of this chapter. The Zoning Administrator shall refer matters identified by [§ 62.23\(5\), WIS. STATS.](#) to the Plan Commission for its consideration.

Figure I-3: Zoning Compliance Review Procedure



SECTION 1.08 SIGN PERMITS

(A) PURPOSE

The purpose of this section is to provide a procedure and requirement for obtaining a sign permit prior to the erection of certain signs.

(B) SIGN PERMIT APPLICATIONS

Unless specifically exempted by [SECTION 4.03](#) of this chapter, no sign shall be erected, altered, or relocated after the effective date of the ordinance from which this chapter is derived until a sign permit has been secured from the Zoning Administrator.

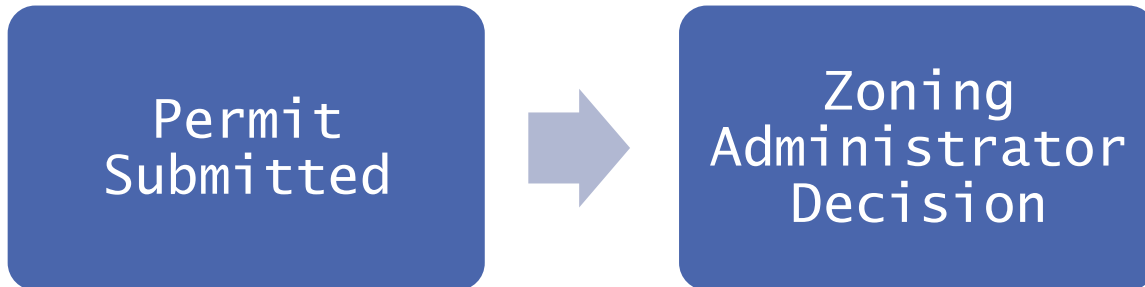
(C) SIGN PERMIT PROCEDURES

Applicants shall apply for Sign Permits with the Zoning Administrator. The Zoning Administrator shall review the application for completeness and approve or deny, in writing, complete applications within 10 business days.

(D) TIME TO CONSTRUCT

A sign permit shall become invalid if the applicant has not completed the work authorized under the permit within six months from the issuance date. The Zoning Administrator may extend the permit for six months at their discretion.

Figure I-4: Sign Permit Procedures



SECTION 1.09 APPEALS AND VARIANCES

(A) PURPOSE

The purpose of this section is to provide regulations which enable the city to hear and decide appeals of the interpretations of the Zoning Administrator, and requests for permitted variation from the terms of this chapter as will not be contrary to the public interest; where owing to special factors, a literal enforcement of the provisions of this chapter would result in practical difficulty or unnecessary hardship, so that the spirit of this chapter shall be observed, public safety and welfare secured, and substantial justice done; as provided for by [WIS. STATS. § 62.23\(7\)\(E\)\(7\)](#).

(B) APPLICABILITY

The Board of Appeals shall hear and decide the following appeals

- (1) If someone alleges an administrative official errored in any order, requirement, decision, or determination made in the enforcement of the zoning ordinance.
- (2) To hear and decide special exception to the terms of the zoning ordinance upon which such Board must pass under such ordinance.
- (3) To authorize upon appeal in specific cases such variance from the terms of the ordinance as will not be contrary to the public interest, where, owing to special conditions, a literal enforcement of the provisions of the ordinance will result in practical difficulty or unnecessary hardship, such that the applicant observes the spirit of the ordinance, secures public safety and welfare, and does substantial justice.

The Board may also permit, in appropriate cases and subject to appropriate conditions and safeguards in harmony with the general purpose and intent of the ordinance, someone to erect or use for public utility purposes a building or premises in any location that is reasonably necessary for the public convenience and welfare.

(C) PROHIBITED VARIANCES

The Board of Appeals shall not:

- (1) Permit a principal use in a zoning district not otherwise allowed in that zoning district (i.e., use variances);
- (2) Waive, modify, or amend any definition or interpretation of a use classification;
- (3) Waive, modify, or otherwise vary any of the review and approval procedures;
- (4) Waive, vary, modify, or otherwise override a condition of approval or requirement imposed by an authorized decision-making body, the state, or the federal government;
- (5) Waive, vary, or modify applicable minimum lot area per unit (density) standards;
- (6) Waive, vary, or modify provisions this Code assigns jurisdiction to another decision-making body for exceptions or other modifications; or
- (7) Waive, vary, or modify provisions for which this Code expressly prohibits variances.

(D) AUTHORITY TO INITIATE

Any person aggrieved or any officer, department, board, or bureau of the City affected by any decision of the administrative officer may take an appeal to the Board of Appeals.

(E) APPLICATION FILING

Applicants shall file appeals and zoning variance applications with the Zoning Administrator.

(F) STAFF RECORD

The Zoning Administrator shall transmit to the Board of Appeals all the papers constituting the record upon which action the applicant appealed.

(G) PUBLIC HEARING NOTICE

The Board of Appeals shall fix a reasonable time for the hearing of the appeal or other matter referred to it, give public notice, and give due notice to the parties in interest, and decide the same within a reasonable time. This shall include:

- (1) Publish a public notice of hearings on a zoning variance as required by state law; and

(H) PUBLIC HEARING

The Board of Appeals must hold a public hearing to consider the appeal or zoning variance request. Any party may appear in person or by an agent or attorney upon the

hearing. In any action involving a listed property, as defined in [§ 44.31 \(4\), WIS. STATS.](#), the Board shall consider any suggested alternatives or recommended decision submitted by the Plan Commission.

(I) BURDEN OF PROOF

A property owner bears the burden of proving "unnecessary hardship," as this section uses that term, for a variance by demonstrating that strict compliance with a zoning ordinance would unreasonably prevent the property owner from using the property for a permitted purpose or would render conformity with the zoning ordinance unnecessarily burdensome. In all circumstances, a property owner bears the burden of proving that they based the unnecessary hardship on conditions unique to the property rather than considerations personal to the property owner and that the property owner did not create the unnecessary hardship.

(J) ADDITIONAL REVIEW CRITERIA AND STANDARDS

(I) PARCEL-AS-A-WHOLE

If a whole parcel (but not necessarily each portion of the parcel) provides some reasonable use for its owner, then they do not meet the unnecessary hardship test.

(II) SELF-IMPOSED HARDSHIP

An applicant may not claim hardship because of conditions which are self-imposed.

(III) CIRCUMSTANCES OF APPLICANT

Circumstances of an applicant shall not factor in deciding variances.

(IV) FINANCIAL HARDSHIP

Economic loss or financial hardship do not justify variances.

(V) NEARBY VIOLATIONS

Nearby ordinance violations do not provide grounds for granting a variance.

(VI) OBJECTIONS FROM NEIGHBORS

A lack of objections from neighbors does not provide a basis for granting a variance.

(K) BOARD OF APPEALS DECISION

In exercising their powers, the Board may, in conformity with the provisions of such section, reverse or affirm, wholly or partly, or may modify the order, requirement, decision, or determination appealed from and may make such order, requirement, decision, or determination as it determines. To that end, it shall have all the powers of the officer from whom the applicant appealed and may issue or direct the issue of a permit.

(L) LIMITED EFFECT OF A VARIANCE

Where the Board of Appeals grants a variance, such approval shall neither change the use classification of the building or premises, nor give it any status as a nonconforming use other than that which it has because of the variance. The Board shall consider the granting of a variance unique and shall construe it as precedent for any other proposed variance.

(M) TRANSFERABILITY

A variance granted by the Board of Appeals runs with the land.

(N) LAPSE OF APPROVAL

Any variance granted expires within one year unless the applicant commences the action authorized by the variance. The Board of Appeals may establish a separate mandatory commencement or completion date.

(O) SUCCESSIVE APPLICATIONS

If the Board of Appeals denies an appeal or variance request, they may not accept an application for the same or a substantially similar appeal or request for one year from the denial date.

(P) APPEAL

Any person aggrieved by a decision of the Board of Appeals may appeal the decision in accordance with state law.

(Q) ADMINISTRATIVE ADJUSTMENTS

The Zoning Administrator may, upon receipt of an administrative adjustment, modify a dimensional, physical, or locational requirement such as a setback, frontage, height, bulk, or density restriction for a structure by up to 10% if they notify all adjoining property owners of the proposed administrative adjustment in writing and do not receive any objections within ten business days of mailing the notice. When reviewing Administrative Adjustments, the Zoning Administrator shall follow [SECTION 1.15\(B\)](#), [\(I\)](#), and [\(J\)](#). The Zoning Administrator may choose to refer any Administrative Adjustment to the Board of Appeals as a variance.

Figure I-5: Appeals and Variances Procedure

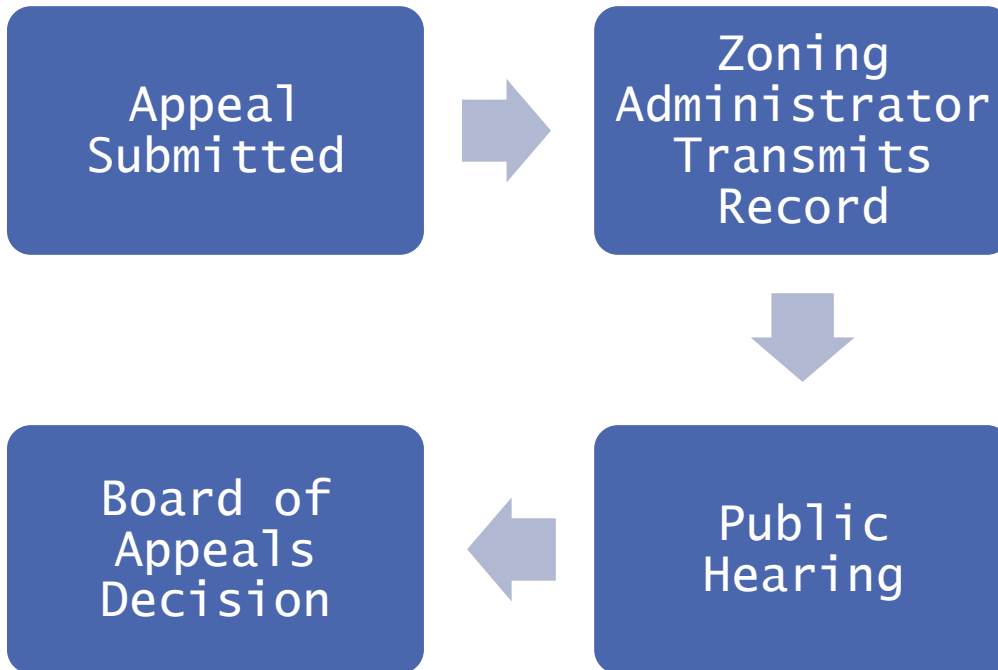
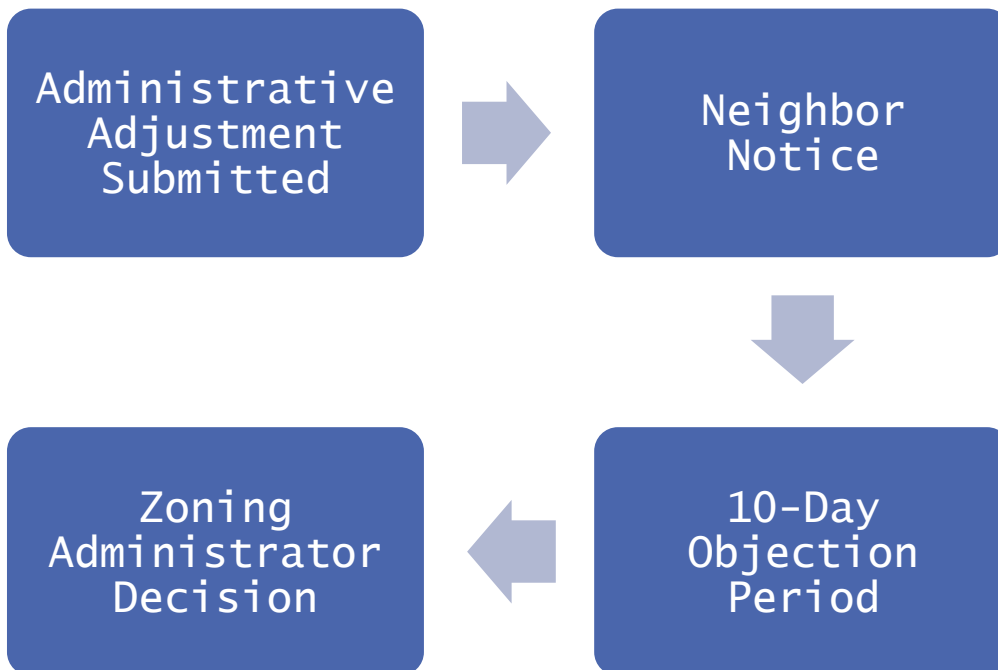


Figure I-6: Administrative Adjustment Procedure



SECTION 1.10 PLANNED DEVELOPMENT DISTRICTS

(A) PURPOSE

The Common Council may establish Planned Development Districts (*PDDs*) that, over time, promote the maximum benefit from coordinated area site planning by permitting the diversified location of structures and mixed dwelling types and mixed compatible uses.

(B) GENERAL REGULATIONS

(I) WHEN APPROPRIATE

The Common Council may consider a PDD only when a use, structure, or development is not feasible under the current zoning regulations and when that use, structure, or development meets the purpose of this section.

(II) PERMITTED USES

The Common Council may permit a mix of any or all uses within a PDD.

(III) DENSITY, INTENSITY, AND BULK REQUIREMENTS

The Common Council may permit unique density, intensity, and bulk (building height, setback, area, etc.,) regulations within a PDD.

(IV) SITE DEVELOPMENT STANDARDS

The Common Council may permit unique site development standards within a PUD.

(C) APPROVAL CRITERIA FOR PLANNED DEVELOPMENT DISTRICTS

In recommending approval or conditional approval of a PDD, the Common Council shall find that the application meets all the criteria below.

(I) NECESSITY

Before creating any PDD, the Common Council shall first consider whether amending the existing zoning text could accomplish the purpose without adversely affecting the health, safety, and welfare of the City.

(II) QUALITY DESIGN

A PDD must include a high-quality level of design and amenities. Among the features that may evidence such quality and amenities are:

1. Enclosed, underground, depressed, or highly landscaped parking areas;
2. Varied building setbacks or other measures to reduce monotony in design;
3. The quality of building materials and architectural design;
4. Leadership in Energy and Environmental Design (LEED), LEED Neighborhood Design (LEED-ND), or other nationally recognized sustainable design criteria and standards;
5. Provision of a buffer or transition between the PUD and adjacent and nearby zoning districts, land uses, and development intensities;
6. Provision for a wide range of housing opportunities;
7. Other features as determined by the Plan Commission or Common Council.

(III) MEETS PDD REQUIREMENTS

The PUD meets the requirements set forth in this section.

(IV) CONSISTENT WITH COMPREHENSIVE PLAN

The PUD is consistent with the goals and objects of the city's comprehensive plan.

(V) NATURAL FEATURES

The design of the PDD is consistent with the preservation of natural features of the site such as flood plains, wooded areas, steep slopes, river or lake shoreline, natural drainage ways, or other areas of sensitive or valuable environmental character.

(VI) CIRCULATION AND ACCESS

The PDD provides streets, sidewalks, pedestrian ways, bicycle paths, off-street parking, and off-street loading as appropriate to the planned land uses; and they are adequate in location, size, capacity, and design to ensure safe and efficient circulation of pedestrians, bicycles, vehicles, freight, emergency services, and city services.

(VII) OPEN SPACE AND LANDSCAPING

The PDD provides public, common, and landscaping open spaces beyond the standard level of landscaping required by this chapter and the comprehensive plan.

(VIII) PUBLIC SERVICES

The land uses, intensities, and phasing of the PDD are consistent with the anticipated ability of the city, the school district, and other public bodies to provide and economically support police and fire protection, water supply, stormwater management, sewage disposal, schools, and other public facilities and services without placing undue burden on existing residents and businesses.

(IX) PHASING

Each development phase of the PDD can, together with any phases that preceded it, exist as an independent unit that meets all the foregoing criteria and all other applicable regulations herein even if the property owner should not complete any subsequent phase.

(D) AUTHORITY TO INITIATE

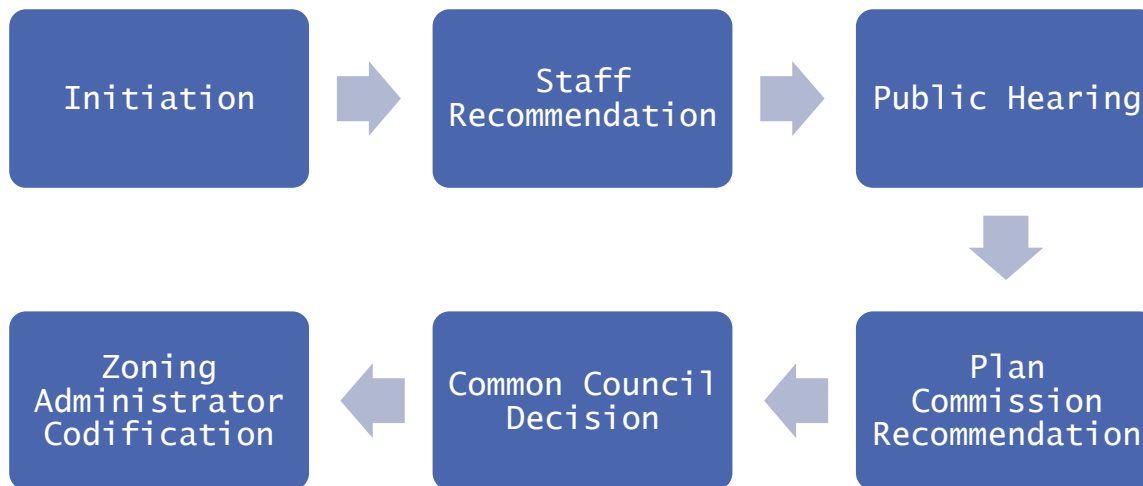
The owners of the subject property, the Plan Commission, or the Common Council may initiate PDD proceedings.

(E) APPLICATION PROCEDURES

A new or modification to an existing PDD shall follow both the zoning text amendment and zoning map amendment procedures contained within this chapter. After the Common Council adopts any PDD, the Zoning Administrator shall codify the regulations of that PDD within [ARTICLE II](#).

(F) LAPSE OF APPROVAL

The Common Council may revoke an approved PDD and remove it from this chapter without public hearing or notice if the property owner has not commenced the project within one year of common council approval. In the Council revokes the PDD, the zoning of the property shall automatically revert to the zoning district in place prior to approval of the PDD.



SECTION 1.11 NONCONFORMITIES

(A) AUTHORITY TO CONTINUE

A property owner may continue any existing lot, structure, use, or sign that no longer conforms upon the adoption of any amendment to this zoning chapter under the regulations of this section unless otherwise expressly stated.

(B) DETERMINATION OF NONCONFORMITY

Property owners are responsible for proving legally established nonconformities. The Zoning Administrator will determine whether a property owner provided adequate proof of nonconforming status.

(C) REPAIRS AND MAINTENANCE

Property owners must maintain nonconformities per all other applicable building and property maintenance codes. They may repair and maintain nonconformities so long as repair and maintenance activities do not expand the extent of the nonconformity unless the repair and maintenance activities are an express order from a duly authorized city official to strengthen or restore nonconformity to a safe condition or to comply with state or federal requirements. Intentionally disregarding the property's maintenance in a way that causes the property's destruction may disqualify a property owner for nonconforming status.

(D) CHANGE IN OWNERSHIP

Nonconforming status runs with the land. Ownership, tenancy, or management changes do not solely affect nonconforming status.

(E) NONCONFORMING LOTS

Property owners may use lawfully created nonconforming lots under the use regulations that apply in their subject zoning district, subject to compliance with all applicable setback and building regulations.

(F) NONCONFORMING STRUCTURES

(I) ALTERATIONS AND EXPANSIONS

Property owners may only expand a nonconforming structure in a way that complies with all applicable lot and building regulations of the subject zoning district and does not increase the extent of the existing nonconformity, except as stated in (C).

(II) MOVEMENT

Property owners may only move a nonconforming structure to another location on the same lot if the movement reduces the extent of the nonconformity.

(III) REPLACEMENT

Property owners may restore or replace a nonconforming structure at the size, location, and use that it had immediately before the damage or destruction occurred, so long as violent wind, vandalism, fire, flood, ice, snow, mold, or infestation unintentionally caused the damage or destruction.

(G) NONCONFORMING USES

(I) CHANGE OF USE

Property owners may only change nonconforming uses to new uses if the subject zoning district allows the new use.

(II) EXPANSION OF USE

Property owners may only expand nonconforming uses within the structure designated for that use before the use gained nonconforming status.

(III) DISCONTINUANCE

Property owners lose nonconforming use status when they change the use to conforming or discontinue the use for a continuous year. Periods of discontinued use caused by other government action, violent weather, or other causes beyond the property owner's control do not count towards calculating the length of any discontinuance.

(H) EXISTING NONCONFORMING SIGNS

(I) EXISTING SIGNS

Property owners may continue signs lawfully existing at the time of the adoption or amendment of this ordinance if the size or location does not conform to the provisions of this ordinance. This section deems such signs as nonconforming structures, and this ordinance's nonconforming structure provisions apply.

(II) CHANGE IN USE

When use changes necessitate a new sign structure, the property owner shall bring the sign into conformance with the provisions of this ordinance. Changes in tenant panels within a multi-tenant sign do not constitute a change to the sign structure so long as they do not modify the panel size.

SECTION 1.12 CERTIFICATES OF OCCUPANCY

(A) REQUIRED

No entity shall occupy or use land or structures until the Zoning Administrator issues a Certificate of Occupancy. Situations for which the city requires a Certificate of Occupancy include new residential uses, alterations which include additional bedrooms to residential structures, new commercial buildings, alterations to commercial buildings, changes in use, adding accessory uses or structures, and new businesses.

(B) ISSUANCE

The Zoning Administrator shall issue a Certificate of Occupancy only once the Building Inspector, Public Works Director, Fire Chief, Assessor, or any other affected regulatory agency confirms that the applicant followed their applicable regulations. The Zoning Administrator may issue Certificates of Occupancy for existing uses or structures after inspecting and verifying whether the use or structure conforms to this chapter.

(C) TEMPORARY CERTIFICATES

The Zoning Administrator may issue a temporary Certificate of Occupancy for up to six months during the completion of any final improvements. The Zoning Administrator may extend a Temporary Certificate of Occupancy at their discretion so long as that extension does not affect the rights, duties, and obligations of the owner or the City.

(D) APPLICATION

Parties may file complete applications for Certificates of Occupancy with the Zoning Administrator.

(E) WORK DESCRIPTION AND VALUATION

Applicants shall submit work descriptions and scheduled valuations for all improvements subject to the commercial building code before the Zoning Administrator may issue a Certificate of Occupancy.

SECTION 1.13 FEES

(A) FEES FOR PROCEDURES REQUESTED BY A PRIVATE PARTY

The Common Council establishes a fee schedule annually. The fee schedule establishes and requires fees for all zoning applications when requested by a private party. Base fees may be modified by (D). Applicants shall contact the Zoning Administrator for the current application fees.

(B) FEES FOR PROCEDURES REQUESTED BY THE CITY

There shall be no fee in the case of applications filed in the public interest by the Common Council, Plan Commission, other agency, or official of the city.

(C) PAYMENT OF FEES

The City Treasurer shall collect application fees at the time an application is filed with the city. Fees are not refundable.

(D) PROFESSIONAL CONSULTANT REVIEW SERVICES

The city may retain the services of professional consultants (including planners, engineers, architects, attorneys, environmental specialists, recreation specialists, and other experts) to assist in the city's review of an application. The city may apply the charges for these services to the applicant. The city may delay acceptance of the application or petition as complete, or may delay final approval of the proposal, until the applicant pays such fees. The city construes the submittal of an application under this chapter as an agreement to pay for professional review services applicable to the proposal. Applicants waive all rights to contest the city's special assessment for any unpaid review fees to an applicant and property owner.

SECTION 1.14 ENFORCEMENT AND PENALTIES

(A) ENFORCEMENT

The Zoning Administrator and the City of Sheboygan Police Department may enforce this chapter.

(B) FORFEITURE

Any entity who violates, disobeys, omits, neglects, refuses to comply with, or resists the enforcement of any of the provisions of this chapter shall, upon conviction, forfeit not less than \$1 nor more than \$200 for each offense, together with the costs of prosecution. Each day that a violation continues to exist shall constitute a separate offense.

(C) DEFAULT OF PAYMENT

The City may imprison any entity in default of payment under **(B)** in the Sheboygan County Jail until they pay their forfeiture and costs. This imprisonment shall not exceed 30 days for each violation.

(D) COMPLIANCE REQUIRED

In addition to the penalty above provided, any entity shall, upon conviction, comply with the provisions of this chapter. Upon failure to comply, the City Attorney shall subject such entity to appropriate action to prevent, enjoin, abate, or remove each violation under the laws of the State of Wisconsin.

(E) OTHER REMEDIES

The Zoning Administrator may withhold or revoke any permit, certificate, or other form of authorization required when they determine that the applicant departed from the plans, specifications, or conditions required under the permit's terms. The Zoning Administrator may also grant permits subject to the condition that the applicant corrects any outstanding violations.

(F) NO PERMIT DEFENSES

In any violation, the fact that a City of Sheboygan officer, board, or department may have issued a permit shall not constitute a defense, nor shall an error, oversight, or dereliction of duty on the part of any public official, body, or department constitute a defense.

(G) COST OF ABATEMENT

In addition to any other penalty imposed by this chapter for a violation of the provisions of this chapter, the cost of abating a violation of this chapter per subsection **(D)** or **(E)** of this section, shall be collected as a debt from the owner of the property on which said violation has occurred. The city shall keep an account of the expenses incurred to abate the violation and shall charge such expenses to the property owner. The city shall mail a notice of the bill for abatement of the violation to the last-known address of said property owner by registered mail. The property owner shall pay the bill within 30 calendar days from receipt. If any charges are unpaid after 60 calendar days, the City Clerk shall enter any unpaid charges onto the tax roll as a special tax as provided by state law.

SECTION 1.15 HISTORIC PRESERVATION REGULATIONS

(A) PURPOSE AND INTENT

It is hereby declared a matter of public policy that the protection, enhancement, perpetuation and use of improvements or sites of special character or special architectural or historic interest or value is a public necessity and is required in the interest of the health, prosperity, safety and welfare of the people. The purpose of this section is to:

- (1) Effect and accomplish the protection, enhancement and preservation of such improvements, sites and districts which represent or reflect elements of the city's cultural, social, economic, political and architectural history.
- (2) Safeguard the city's historic, prehistoric and cultural heritage, as embodied and reflected in such historic structures, sites and districts.
- (3) Stabilize and improve property values and enhance the visual and aesthetic character of the city.
- (4) Protect and enhance the city's attractions to residents, tourists and visitors, and serve as a support and stimulus to business industry.

(B) DEFINITIONS

The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

(I) CERTIFICATE OF APPROPRIATENESS

Certificate of appropriateness means the certificate issued by the historic preservation commission approving alteration, rehabilitation, construction, reconstruction or demolition of a historic structure, historic site or any improvement in a historic district.

(II) COMMISSION

Commission means the city historic preservation commission.

(III) HISTORIC DISTRICT

Historic district means an area designated by the city council on recommendation of the commission, that contains two or more historic improvements or sites.

(IV) HISTORIC SITE

Historic site means any parcel of land of historic significance due to a substantial value in tracing the history or prehistory of man, or upon which a historic event has occurred, and which has been designated as a historic site under this section, or an improvement parcel, or part thereof, on which is situated a historic structure and any abutting improvement parcel, or part thereof, used as and constituting part of the premises on which the historic structure is situated.

(V) HISTORIC STRUCTURE

Historic structure means any improvement which has a special character or special historic interest or value as part of the development, heritage or cultural characteristics of the city, state or nation and which has been designated as a historic structure pursuant to the provisions of this section.

(VI) IMPROVEMENT

Improvement means any building, structure, place, work of art or other object constituting a physical betterment of real property, or any part of such betterment, including streets, alleys, sidewalks, curbs, lighting fixtures, signs and the like.

(C) HISTORIC PRESERVATION COMMISSION COMPOSITION

A historic preservation commission is hereby created, consisting of seven voting members. Of the membership, if available in the community, one shall be a registered architect; one shall be a historian; one shall be a licensed real estate broker; one shall be an alderperson; and three shall be citizen members with various backgrounds in areas such as finance, housing, construction and low-to-moderate income programs. The mayor shall appoint the commissioners subject to confirmation by the city council. Of the initial members so appointed, the alderperson and one other member shall serve a term of one year, two shall serve a term of two years, and three shall serve a term of three years, so as to stagger the terms. Thereafter, with the exception of the

alderperson member whose term shall be one year, the term of each member shall be three years.

(D) HISTORIC STRUCTURE, HISTORIC SITE AND HISTORIC DISTRICT DESIGNATION CRITERIA

- (1) For the purposes of this section, a historic structure, historic site, or historic district designation may be placed on any site, natural or improved, including any building, improvement or structure located thereon, or any area of particular historic architectural, archeological or cultural significance to the city such as historic structures, sites, or districts which:
 - a. Exemplify or reflect the broad cultural, political, economic or social history of the nation, state or community;
 - b. Are identified with historic personages or with important events in national, state or local history;
 - c. Embody the distinguishing characteristics of an architectural type or specimen inherently valuable for a study of a period, style, method of construction, or of indigenous materials or craftsmanship;
 - d. Are representative of the notable work of a master builder, designer or architect who influenced their age; or
 - e. Have yielded, or may be likely to yield, information important to prehistory or history.
- (2) The commission may adopt specific operating guidelines for historic structure, historic site and historic district designation providing such are in conformance with the provisions of this section.

(E) POWERS AND DUTIES

Designation. The commission shall have the power subject to subsection (f) of this section, to designation historic structures and historic sites and to recommend designation of historic districts within the city limits. Such designations shall be made based on subsection (d) of this section. Historic districts shall be approved by the city council. Once designated, such historic structures, sites and districts shall be subject to all the provisions of this section.

(F) REGULATION OF CONSTRUCTION, RECONSTRUCTION, ALTERATION, AND DEMOLITION

- (1) No owner or person in charge of a historic structure, historic site or structure within a historic district shall be issued a permit to reconstruct, alter or demolish all or any part of the exterior of such property or to construct any exterior improvement upon such designated property or properties or cause or permit any such work to be performed upon such property or demolish such property unless a certificate of appropriateness has been granted by the commission. Also, unless such certificate has been granted by the commission, the building inspector shall not issue a permit for any such work.
- (2) Upon filing of any application for a certificate of appropriateness with the historic preservation commission, the commission shall approve the application unless:
 - a. In the case of a designated historic structure or historic site, the proposed work would detrimentally change, destroy or adversely affect any

- exterior feature of the improvements or site upon which said work is to be done;
- b. In the case of the construction of a new improvement upon a historic site, or within a historic district, the exterior of such improvement would adversely affect or not harmonize with the external appearance of other neighboring improvements on such site or within the district;
 - c. In the case of any property located in a historic district, the proposed construction, reconstruction, exterior alteration or demolition does not conform to the purpose and intent of this section and to the objectives and design criteria of the historic preservation plan for said district;
 - d. The building or structure is of such architectural or historical significance that its demolition would be detrimental to the public interest and contrary to the general welfare of the people of the city and state;
 - e. In the case of a request for the demolition of a deteriorated building or structure, any economic hardship or difficulty claimed by the owner is self-created or is the result of any failure to maintain the property in good repair.
- (3) If the commission determines that the application for a certificate of appropriateness and the proposed changes are consistent with the character and features of the property or district, it shall issue the certificate of appropriateness. The commission shall make this decision within 45 days of the filing of the application.
- (4) The issuance of a certificate of appropriateness shall not relieve the applicant from obtaining other permits and approvals required by the city. A building permit or other municipal permit shall be invalid if it is obtained without the presentation of the certificate of appropriateness required for the proposed work.
- (5) Ordinary maintenance and repairs may be undertaken without a certificate of appropriateness, provided that the work involves repairs to existing features of a historic structure or site or the replacement of elements of a structure with pieces identical in appearance and, provided that the work does not change the exterior appearance of the structure or site and does not require the issuance of a building permit.

(G) APPEALS

Should the commission fail to issue a certificate of appropriateness due to the failure of the proposal to conform to the guidelines, the applicant may appeal such decision to the city council within 30 days. In addition, if the commission fails to issue a certificate of appropriateness, the commission shall, with the cooperation of the applicant, work with the applicant in an attempt to obtain a certificate of appropriateness within the guidelines of this section.

(H) RECOGNITION OF HISTORIC STRUCTURES, SITES, AND DISTRICTS

At such time as a historic structure, site or district has been properly designated, the commission, in cooperation with the property owner may cause to be prepared and erected on such property at city expense, a suitable plaque declaring that such property is a historic structure, site or district.

(I) PROCEDURES

(I) DESIGNATION OF HISTORIC STRUCTURES AND HISTORIC SITES

- a. The commission may, after notice and public hearing, designate of historic structures and historic sites or rescind such designation or recommendation, after application of the criteria in subsection (d) of this section. At least ten days prior to such hearing, the commission shall notify the owners of record, as listed in the city office assessor, who are owners of property in whole or in part situated adjacent to the boundaries of the property affected.
- b. The commission shall then conduct such public hearing and, in addition to the notified persons, may hear expert witnesses and shall have the power to subpoena such witnesses and records as it deems necessary. The commission may conduct an independent investigation into the proposed designation or rescission. Within ten days after the close of the public hearing, the commission may designate the property as either a historic structure or historic site or rescind the designation. After the designation or rescission has been made, notification shall be sent to the property owner or owners. Notification shall also be given to the city clerk, building inspector, plan commission and city assessor. The commission shall cause the designation or rescission to be recorded, at the city's expense, in the county register of deeds office.

(II) CREATION OF HISTORIC DISTRICT

For preservation purposes, the commission shall select geographically defined areas within the city to be designated as Historic Districts and shall, with the assistance of the city department of community development, prepare a historic preservation plan for each area. A Historic District may be designated for any geographic area of particular historic, architectural or cultural significance to the city, after the application of the criteria in subsection (d) of this section. Each historic preservation plan prepared for or by the commission shall include a cultural and architectural analysis supporting the historic significance of the area, the specific guidelines for development, and a statement of preservation objectives.

(III) REVIEW AND ADOPTION PROCEDURE

1) HISTORIC PRESERVATION

The commission shall hold a public hearing when considering the plan for a historic district. Notice of the time, place and purpose of such hearing shall be given by publication as a Class 1 notice under state statute in the official city paper. Notice of the time, place and purpose of the public hearing shall also be sent by the city clerk to the alderperson of the alderpersonic district in which the Historic District is located, and the owners of record, as listed in the city office assessor, who are owners of the property within the proposed Historic District or are situated in whole or in part adjacent to the boundaries of the proposed Historic District. Said notice is to be sent at least ten days prior to the date of the public hearing. Following the public hearing, the commission shall vote to recommend, reject or withhold action on the plan.

2) THE CITY COUNCIL

The city council, upon receipt of the recommendations from the commission shall hold a public hearing, notice to be given as notice in subsection (f)(2)b.1 of this section, and shall following the public hearing either designate or reject the historic district. Designation of the historic district shall constitute adoption of the plan prepared for that district and direct the implementation of said plan.

3) INTERIM CONTROL

No building permit shall be issued by the building inspector for alteration, construction, demolition, or removal of a nominated historic structure, historic site, or any property or structure within a nominated historic district from the date of the meeting of the commission at which a nomination form is first presented until the final disposition of the nomination by the commission or the city council unless such alteration, removal or demolition is authorized by formal resolution of the city council as necessary for public health, welfare or safety. In no event shall the delay be for more than 180 days.

4) PENALTIES FOR VIOLATIONS

Any person or persons violating any provision of this section shall be fined \$50.00 for each separate violation. Each and every day during which a violation continues shall be deemed to be a separate offense. Notice of violations shall be issued by the building inspector.

5) SEPARABILITY

If any provision of this section or the application thereof to any person or circumstances is held invalid, the remainder of this section and the application of such provisions to other persons or circumstances shall not be affected thereby.

ARTICLE II. DISTRICTS

SECTION 2.01 PURPOSE

The city hereby divides the area located within the jurisdiction of this chapter into zoning districts of such number and community character as are necessary to achieve compatibility of land uses within each district, to implement the officially adopted city comprehensive plan, and to achieve the other purposes of this chapter.

SECTION 2.02 ZONING DISTRICTS

The Common Council divides the city into the following zoning districts.

Table II-1: Zoning Districts

Zoning District Symbol	Zoning District Name
OS	Open Space
AG	Agricultural
E-N	Estate Neighborhood
S-N	Suburban Neighborhood
S-CO	Suburban Corridor

U-N	Urban Neighborhood
U-CO	Urban Corridor
U-DT	Urban Downtown
I	Industrial
NRP-O	Natural Resource Protection Overlay

The City characterizes the zoning districts identified in **TABLE II-1: ZONING DISTRICTS** as follows:

(A) OS: OPEN SPACE

The Open Space (OS) zoning district accommodates preserved areas of open space and recreational opportunities.

(B) AG: AGRICULTURAL

The Agricultural (AG) zoning district accommodates areas of rural character, farming, and agricultural activities, including low-density residential development and limited commercial uses.

(C) E-N: ESTATE NEIGHBORHOOD

The Estate Neighborhood (E-N) zoning district accommodates low-density, estate-style residential development. This includes primarily single-family detached houses on large lots.

(D) S-N: SUBURBAN NEIGHBORHOOD

The Suburban Neighborhood (S-N) zoning district accommodates predominantly suburban-style residential development with one dwelling unit per lot.

(E) S-CO: SUBURBAN CORRIDOR

The Suburban Corridor (S-CO) zoning district accommodates large lot commercial development.

(F) U-N: URBAN NEIGHBORHOOD

The Urban Neighborhood (U-N) zoning district accommodates traditional residential development patterns, with smaller lot sizes and allowing for up to two attached dwelling units per lot and townhouses.

(G) U-CO: URBAN CORRIDOR

The Urban Corridor (U-CO) zoning district accommodates commercial uses primarily located along collector and arterial streets. This district includes primarily commercial uses, with residential uses allowed on upper floors.

(H) U-DT: URBAN DOWNTOWN

The Urban Downtown (U-DT) zoning district accommodates higher-intensity development with a mix of commercial and residential uses in a walkable historic downtown context.

(I) I: INDUSTRIAL

The Industrial (I) zoning district accommodates low-, medium-, and high-intensity manufacturing, warehousing, storage, and transportation uses separated from most commercial and residential uses.

(J) NATURAL RESOURCE PROTECTION – OVERLAY

(I) PURPOSE

The Natural Resource Protection – Overlay zoning district sets the requirements for the mandatory protection of natural resources and permanently protected green space areas within the jurisdiction of this chapter. The provisions of this district ensure the implementation of the city comprehensive plan and Wis. Stats. §§ 62.231 and 87.30.

(II) RESOURCES INCLUDED

This consolidated district includes wetlands, woodlands, and steep slopes. See Chapter 107 for floodplain zoning regulations, and Chapter 109 for shoreland zoning regulations.

(III) PERMITTED USES

The city permits those uses listed within [SECTION 3.01](#), the maintenance, repair, replacement, and reconstruction of existing public infrastructure, and the maintenance of legal nonconforming uses, structures, and signs within NRP-O district.

(IV) DEVELOPMENT PADS

The city limits all site disruption, including selective cutting, proposed to occur within the NRP-O district to development pads. Beyond visible damage to natural resources, vegetation, soil, and drainage patterns, site disruption activities shall not compact soil covering tree roots, or otherwise damage trees beyond the area from which trees are to be removed. All trees with calipers exceeding three inches, whose canopies are located adjacent to disturbed areas, which die within a period of five years following site disruption shall be replaced by the property owner with a three-inch caliper tree of the same type (canopy or understory). Therefore, care shall be taken to ensure that equipment and actions associated with permitted site disruption activities are limited to the area in which they are permitted. The use of snow fences and other barriers to outline development pads during disruption activity is strongly recommended to limit the extent of inadvertent compaction or other disturbance of earth, and collision damage to vegetation intended for protection. Such barriers should be placed no closer to protected trees than a point on the ground directly under their outer canopy edge.

SECTION 2.03 ZONING MAP

The Common Council establishes the boundaries of districts as shown on a map entitled Zoning Map, City of Sheboygan, Wisconsin, as a part of this ordinance. All notations, references, and other information shown on it shall be as much a part of this ordinance as if the matters and things set forth by said map were all fully described within this

chapter. The City may establish this map as a layer of its geographic information system (GIS).

SECTION 2.04 INTERPRETATION OF ZONING DISTRICT BOUNDARIES

The City shall use the following rules to determine the precise location of any zoning district boundary shown on the official zoning map:

1. The City shall construe the zoning district boundaries shown as following or approximately following the limits of any city, village, town, or county boundary as following such limits.
2. Zoning district boundaries shown as following or approximately following streets or railroad lines shall be construed as following the centerline of such streets or railroad lines.
3. Zoning district boundary lines shown as following or approximately following platted lot lines or other property lines as shown on the city or county tax maps shall be construed as following such lines.
4. Zoning district boundaries shown as following or approximately following the centerlines of streams, rivers, or other continuously flowing watercourses shall be construed as following the channel centerlines of such watercourses, and, in the event of a natural change in the location of such streams, rivers, or other watercourses, the zoning district boundary shall be construed as moving with the channel centerline.
5. Zoning district boundaries shown as following or approximately following ridgelines or watershed boundaries shall be construed as following such lines.
6. Zoning district boundaries shown as separated from any of the features listed in subsections (a) through (e) of this section, shall be construed to be at such distances therefrom as are shown on the official zoning map.
7. Where any uncertainty exists as to the exact location of a zoning district boundary line, as shown on the official zoning map, the location of the line shall be determined by the Zoning Administrator.

SECTION 2.05 LOT AND STRUCTURE REGULATIONS

(A) REGULATIONS TABLE

Lots and structures within the city shall follow the regulations contained within [TABLE II-2: LOT AND STRUCTURE REGULATIONS](#) and with the supplemental regulations identified throughout [SECTION 3.03](#).

Table II-2: Lot and Structure Regulations

District	OS	AG	E-N	S-N	U-N	S-CO	U-CO	U-DT	I	PDD
	Lot Occupation									

District	OS	AG	E-N	S-N	U-N	S-CO	U-CO	U-DT	I	PDD	
Lot Width (ft.)	Not applicable	120 min.	80 min. 250 max.	50 min. 110 max.	30 min. 90 max.	60 min. .	30 min. . 90 max. .	180 max. .	900 max.	Established during district adoption	
Minimum Lot Size (square feet)	Not applicable	5 acres	9,600	5,000	3,600	As needed to meet all other regulations					
Net Density (DU/Acre)	Not applicable	No min. 2 max.	1 min. 10 max.	4 min. 15 max.	8 min. 25 max.	8 min. . 50 max. .	20 min. . 100 max. .	40 min. . 150 max. .	Not Applicable		
Maximum Impervious Coverage (%)	Not applicable	25	30	50	70	80	100 ¹				
	Setbacks – Principal Building										
Street Setback [ft.]	Regulations of most restrictive abutting district	50 min.	20 min.	20 min. 30 max.	10 min. 20 max.	20 min. . 40 max. .	0 min. . 20 max. .	0 min. . 15 max. .	20 min.	Established during district adoption	
Side Setback (ft.)			10 min.	5 min.	5 min.	10 min. .	5 min. .	0 min. .	12 min.		
Rear Setback (ft.)			30 min.	20 min.	15 min.	20 min. .	10 min. .	3 min. .	12 min.		
Minimum Frontage Buildout (%)		Not applicable	40	60	70	50	70	80	30		
		Setbacks – Accessory Building									
Street Setback (ft.)	Regulations of most restrictive abutting district	Even with or behind principal structure				Allowed in rear yard only				Established during district adoption	
Side Setback (ft.)		25 min.	5 min.	3 min.	3 min.	5 min. .	3 min. .	3 min. .	6 min.		
Rear Setback (ft.)											

District	OS	AG	E-N	S-N	U-N	S-CO	U-CO	U-DT	I	PDD
¹ Sites in the U-DT and I districts exceeding 80% impervious coverage shall include green infrastructure that captures at least the first ½ inch of rainfall over the total site impervious area.										

(B) CONTEXTUAL STREET-YARD BUILDING SETBACKS

If a primary structure exists on any immediately adjacent parcel, not including parcels separated by a public right-of-way, the minimum street-yard setback for the subject parcel shall be the average of the minimum street-yard setback of the subject zone and the setback of the adjacent primary structure(s). In no circumstance shall the street-yard setback exceed the maximum street-yard setback of the subject zone.

(C) SETBACK ENCROACHMENTS

Open or enclosed fire escapes, terraces, eaves, gutters, overhangs, chimneys, flues, sills, pilasters, lintels, ornamental features, and unenclosed stairways may project into a side or rear yard not more than four feet; provided that they are not closer than two feet to any lot line.

Eaves, gutters, overhangs, and unenclosed stairways may project into a front yard not more than two feet six inches; provided that they are not closer than five feet to any lot line.

Terraces, steps, uncovered porches, covered porches, decks, stoops, or similar appurtenances to residential buildings which do not extend above the floor level of the adjacent building entrance; provided they do not locate closer than five feet from any lot line. Terraces, steps, uncovered porches, covered porches, decks, stoops, and similar appurtenances shall not be considered part of the principal structure for purposes of determining minimum street yard setbacks for accessory buildings.

Fences may encroach in to required minimum setbacks up to a property line. For fence requirements, reference [SECTION 4.07\(B\)](#).

(D) HEIGHT REGULATIONS

Property owners may construct buildings no taller than the limits listed in [TABLE II-3: HEIGHT REGULATIONS](#) measured at the shared property line with the right-of-way. All principal buildings may increase in height by one foot for every foot beyond the minimum street setback.

Table II-3: Height Regulations

Right-of-way type	Principal Building Height (feet)	Accessory Building Height (feet)	
		Residential (R) uses	All other uses
Major Arterial	120	15	24
Minor Arterial	100	15	24
Collector	80	15	24
Local	30	15	24

The height regulations set forth in **TABLE II-3** shall not apply in the Urban Downtown (U-DT) zoning district.

For buildings not fronting a public right-of-way, the Zoning Administrator shall determine the maximum allowable building height. They shall consider adjacent parcels of similar use in the same zoning district.

(I) CONTEXTUAL BUILDING HEIGHTS

If a primary structure exists on any immediately adjacent parcel, not including parcels separated by a public right-of-way, the maximum building height of the subject parcel shall not exceed the height of the adjacent principal building multiplied by the ratio in **TABLE II-4: CONTEXTUAL BUILDING HEIGHT INCREASES**, or the limits listed in **TABLE II-3: HEIGHT REGULATIONS**, whichever is less.

Table II-4: Contextual Building Height Increases

Adjacent Zone	Increase above structure on adjacent parcel
OS	None
AG	None
E-N	2.0x
S-N	2.0x
U-N	2.0x
S-CO	3.0x
U-CO	4.0x
U-DT	4.0x
I	No limit

(II) HEIGHT

The City measures height as the vertical distance from the average ground elevation along the structure's base to the highest point of the subject structure. The average ground elevation is the midpoint between the highest and lowest ground elevations along the exterior building wall.

(III) EXCEPTIONS

1) MECHANICAL EQUIPMENT

Chimneys, cooling towers, elevators, necessary mechanical appurtenances, and public utility structures not intended for human occupancy may exceed the limitations of this ordinance.

2) ACCESSORY DWELLING UNITS

Accessory dwelling units may exceed the accessory building height limit on lots occupied by R uses; however, the total height of an accessory structure including a permitted accessory dwelling unit shall not exceed 24 feet or the height of the principal building, whichever is shorter.

(E) ONE BUILDING PER LOT

The City permits only one principal building per lot except if the City approved them in accordance with a condominium plat or otherwise where specifically allowed.

(F) PAVEMENT SETBACKS

On lots occupied exclusively by an R-3 use and any associated accessory structures, all paved areas, including but not limited to driveways, walkways, and patios, shall be setback at least 3 feet from any side or rear property line. Nonconforming paved areas located on a lot occupied by only an R-3 use which existed prior to the adoption of this Chapter may be repaired, rebuilt, or replaced provided there are no further encroachments in to the required setback area of this section.

On lots occupied by any use other than R-3, paved areas may extend up to the property line but shall be graded to direct all stormwater runoff on to the property or toward an adjacent public right-of-way where curb and gutter are present. Paved areas shall be constructed and maintained to prevent runoff on to adjacent lots.

(G) NONCONFORMING COVERED FRONT PORCHES

This section shall apply to existing nonconforming covered front porches which encroach in to the required front yard setback area and which existed prior to the adoption of this Chapter.

Nonconforming covered front porches may be rebuilt, repaired, or replaced in the same location within the existing setback. Such work shall not increase the location of the porch along the front façade, size, footprint, height, or encroachment of the porch beyond what existing prior to the adoption of this Chapter. All rebuilt or replaced porches shall comply with current building codes.

ARTICLE III. USES**SECTION 3.01 USE TABLE****Table III-1: Uses**

Use	OS	AG	E-N	S-N	U-N	S-CO	U-CO	U-DT	I	NRP-0	Reference
Assembly											
A-1 (Theaters)	-	-	-	-	-	P	P	P	-	-	SECTION 3.03(A)(I)
A-2 (Food and Drink)	-	-	-	-	-	P	P	P	P	-	SECTION 3.03(A)(II)
A-3 (Amusement)	-	-	-	-	-	P	P	P	P	-	SECTION 3.03(A)(III)
A-4 (Indoor Sports)	-	-	-	-	-	P	P	P	-	-	SECTION 3.03(A)(IV)
A-5 (Outdoor Stadia)	-	-	-	-	-	P	P	P	-	-	SECTION 3.03(A)(V)
Business											

Use	OS	AG	E-N	S-N	U-N	S-CO	U-CO	U-DT	I	NRPO	Reference
B-1 (Professional or service)	-	P	-	-	-	P	P	P	P	-	SECTION 3.03(B)
Educational											
E-1 (Schools and day cares)	-	-	-	-	-	P	P	P	-	-	SECTION 3.03(C)
Factory											
F-1 (Moderate-Hazard)	-	-	-	-	-	-	-	-	P	-	SECTION 3.03(D)(I)
F-2 (Low-Hazard)	-	-	-	-	-	P	-	-	P	-	SECTION 3.03(D)(II)
High-Hazard											
H-1 (High-Hazard)	-	-	-	-	-	-	-	-	P	-	SECTION 3.03(E)
Home Occupations											
H0 (Home Occupations)	-	P	P	P	P	P	P	P	-	-	SECTION 3.03(F)
Institutional											
I-1 (24-Hour Custodial Care Facilities)	-	-	-	-	-	P	P	P	P	-	SECTION 3.03(G)(I)
I-2 (24-Hour Self Care Facilities)	-	-	-	-	-	P	P	P	P	-	SECTION 3.03(G)(II)
I-3 (Secure Facilities)	-	-	-	-	-	-	-	-	P	-	SECTION 3.03(G)(III)
I-4 (Day Care Facilities)	-	P ¹	P ¹	P ¹	P ¹	P	P	P	-	-	SECTION 3.03(G)(IV)
Mercantile											
M (Merchandise sales)	-	P	-	-	-	P	P	P	P	-	SECTION 3.03(H)
Outdoor											
O-1 (Cemeteries)	P	-	-	-	-	-	-	-	-	-	SECTION 3.03(I)(I)
O-2 (Natural areas and recreation)	P	P	P	P	P	P	P	P	P	P	SECTION 3.03(I)(II)
O-3 (Non-accessory parking)	-	-	-	-	-	P	P	P	P	-	SECTION 3.03(I)(III)
Residential											
R-1 (Hotels)	-	-	-	-	-	P	P	P	-	-	SECTION 3.03(J)(I)
R-2 (3+ Units)	-	-	-	P ²	P ²	P	P	P	-	-	SECTION 3.03(J)(II)
R-3 (1-2 Units)	-	P ^{3,4}	P	P	P	-	P ^Λ	P	-	-	SECTION 3.03(J)(III)
R-4 (Small Community-Based Residential Facility)	-	P	P	P	P	P	P	P	-	-	SECTION 3.03(J)(IV)
R-5 (Mobile Home Parks)	-	-	-	-	-	P	P	-	-	-	SECTION 3.03(J)(V)

Use	OS	AG	E-N	S-N	U-N	S-CO	U-CO	U-DT	I	NRP-O	Reference
Storage											
S-1 (Moderate-Hazard Storage)	-	-	-	-	-	-	-	-	P	-	SECTION 3.03(K)(I)
S-2 (Low-Hazard Storage)	-	P	-	-	-	-	-	-	P	-	SECTION 3.03(K)(II)
Utility and Miscellaneous											
U (Accessory structures and uses)	P	P	P	P	P	P	P	P	P	-	SECTION 3.03(L)
Agricultural											
AG-1 (Cultivation)	-	P	P	P	P	P	P	P	P	P	SECTION 3.03(M)(I)
AG-2 (Animal Husbandry)	-	P	P	-	-	-	-	-	-	-	SECTION 3.03(M)(II)
AG-3 (Intensive Agriculture)	-	P	-	-	-	-	-	-	-	-	SECTION 3.03(M)(III)
AG-4 (Agricultural Services)	-	P	-	-	-	-	-	-	-	-	SECTION 3.03(M)(IV)
AG-5 (On-Site Agricultural Retail)	-	P	-	-	-	-	-	-	-	-	SECTION 3.03(M)(V)
AG-6 (Community Gardens)	P	P	P	P	P	P	P	P	P	-	SECTION 3.03(M)(VI)
¹ At-home family daycares as defined in Section 3.03(G)(IV) are permitted. All other I-4 uses are not permitted.											
² Townhouses are the only R-2 use permitted in the S-N and U-N districts.											
³ Cottage court developments are not permitted in the AG and E-N districts.											
⁴ Single-family detached homes and Accessory Dwelling Units are the only permitted R-3 use in the AG											

SECTION 3.02 INTERPRETATION OF THE USE TABLE

(A) PERMITTED USES

The city permits uses identified with “P” as-of-right in the subject zoning district, subject to compliance with any supplemental regulations identified in its definition.

(B) PROHIBITED USES

The city prohibits uses identified with “-” and uses not listed in **TABLE III-1: USES** and that the Zoning Administrator does not interpret to fall within any defined use category or subcategory.

(C) UPPER-STORY USES

The city permits uses identified with “^” as-of-right on the second story or above of a structure.

(D) REFERENCES

The final column of **TABLE III-1: USES** includes a cross-reference to the use definition and any applicable supplemental use regulations that apply to that use. The city requires compliance with supplemental use regulations.

(E) USE CLASSIFICATION

The Zoning Administrator may assign proposed uses to the appropriate category based on the provisions of this chapter. If the ordinances do not clearly define the proposed use, the Zoning Administrator may determine the most similar use category based on the actual or projected characteristics of the proposed use. When determining use categories, the Zoning Administrator shall consider:

- (1) The proposed use's designation under the International Building Code Occupancy Classification and Use Designations;
- (2) The types of activities that typically occur in conjunction with the proposed use;
- (3) The proposed use's equipment and processes;
- (4) The existence, number, and frequency of residents, customers, or employees;
- (5) Parking demands;
- (6) Other factors the Zoning Administrator deems relevant.

SECTION 3.03 USE DEFINITIONS AND STANDARDS

(A) A: ASSEMBLY USES

Assembly uses include, among others, the use of a building or structure, or a portion thereof, for the gathering of persons for purposes such as civic, social, or religious functions; recreation; food or drink consumption; or awaiting transportation.

(I) A-1: THEATERS

A-1 uses include assembly uses, usually with fixed seating, intended for the production and viewing of the performing arts or motion pictures.

(II) A-2: FOOD AND DRINK

A-2 uses include assembly uses intended for food and drink consumption, such as banquet halls; casinos; nightclubs; restaurants, cafeterias, and similar dining facilities including associated commercial kitchens; and taverns and bars. Also includes food trucks and similar mobile food vendors parked adjacent to the applicable zoning district.

1) OUTDOOR SEATING AREAS

The following regulations apply to all designated outdoor seating areas on the same lot as a restaurant, café, bar, tavern, or other food service establishment where food or beverages are served or consumed. Outdoor seating areas may include tables, chairs, umbrellas, fencing, planters, or similar furnishings, subject to all other standards of this Chapter. Outdoor seating areas may be located on private property, patios, decks, sidewalks, or other approved areas. Such areas are not fully enclosed

by permanent walls or a roof and operate as an accessory use to the principal establishment.

- (1) An outdoor seating area may not be located within a required setback area.
- (2) No outdoor seating area furnishing or structure may be located within the required visibility triangle.
- (3) Outdoor seating areas may not be located within a parking area necessary for meeting the standards set forth in [SECTION 4.06\(H\)](#) of this chapter.
- (4) No outdoor seating area furnishing or structure shall obstruct building exits, fire lanes, standpipes, utilities, hydrants, ramps, sidewalks, or walkways necessary for providing access to the establishment.
- (5) Outdoor seating areas may not operate between the hours of 10:00 p.m. and 7:00 a.m., unless otherwise specified by this Chapter.
- (6) Amplified sound, including speakers, live music, or DJs, shall not exceed 55 decibels (dBA) as measured at the nearest property line, unless otherwise permitted by an approved Special Event Permit.
- (7) Amplified sound is not permitted between the hours of 10:00 p.m. and 7:00 a.m., unless otherwise permitted by an approved Special Event Permit.
- (8) All outdoor seating areas located on a City sidewalk or other City right-of-way shall obtain a Sidewalk Café permit, pursuant to [ARTICLE 14-III](#) of the Code of Ordinances.

(III) A-3: AMUSEMENT

A-3 uses include assembly uses intended for worship, recreation, amusement, and other assembly uses not classified elsewhere such as arcades; art galleries; bowling alleys; courthouses; community halls; dance halls; exhibition halls; funeral parlors; greenhouses (for the conservation and exhibition of plants that provide public access); gymnasiums (without spectator seating); indoor swimming pools (without spectator seating); indoor tennis courts (without spectator seating); lecture halls; libraries; museums; places of religious worship; pool and billiard parlors; or waiting areas for transportation terminals.

1) SEXUALLY-ORIENTED ESTABLISHMENTS

The following regulations apply to adult amusement, entertainment, or mercantile establishments which as a principal portion of its activities is engaged in the sale, rental, or exhibition of materials, goods, or performances that are characterized by an emphasis on the depiction, display, or description of sexual activities or anatomical areas, for the purpose of sexual arousal or sexual gratification.

- (1) No property owner may establish a sexually-oriented establishment within 1,000 feet of any Residential (R), Educational (E), or Daycare (I-4) use.
- (2) No areas depicting, describing, or relating to sexual conduct shall be visible from any of the adjacent properties or public rights-of-way.
- (3) Property owners looking to establish a sexually-oriented establishment must file a security plan with the City that specifically describes the security staff, hours, and precautions the operator will follow. The City Police Chief, Fire Chief, and Zoning Administrator must unanimously approve the security plan before the City shall issue any Certificate of Occupancy.

Sexually-oriented establishments shall not include theaters, cabarets, restaurants, taverns, bars, or other venues that offer live performances of dance, comedy, impersonation, or other forms of expressive entertainment that are not characterized by an emphasis on sexual conduct or nudity for the purpose of sexual arousal or sexual gratification.

(IV) A-4: INDOOR SPORTS

A-4 uses include uses intended for viewing of indoor sporting events and activities with spectator seating, such as arenas; skating rinks; swimming pools; or tennis courts.

(V) A-5: OUTDOOR STADIA

A-5 uses include uses intended for participation in or viewing of outdoor activities such as amusement park structures; bleachers; grandstands; outdoor swimming pools; golf courses; or stadiums.

(B) B: BUSINESS USES

Business uses (B-1: Professional or service) include, among others, the use of a building for office, professional, or service-type transactions, including storage of records and accounts. Business uses include animal hospitals, kennels, and pounds; banks and financial services; automobile show rooms, car washes; civic administration; dry cleaning and laundry pick-up and delivery stations; food processing establishments and commercial kitchens not associated with restaurants, cafeterias, and similar dining facilities not more than 2,500 square feet (232 m²) in area; laboratories; outpatient healthcare; salons; showrooms; post offices; print shops; and professional services offices.

(I) CONVENIENT CASH BUSINESSES

Convenient cash businesses include the following uses:

- (1) Payday Lenders, as defined in [WIS. STAT. 62.23\(7\)\(HI\)](#).
- (2) Auto Title Loan businesses, defined as a financial service offering title loans pursuant to [WIS. STAT. 138.16\(1\)\(C\)](#).
- (3) Check Cashing businesses, as defined in [WIS. STAT. 218.05\(1\)\(B\)](#).

Convenient cash business uses have the following, additional regulations:

1. A convenient cash business cannot locate within 2,500 feet of another convenient cash business.
2. Convenient cash businesses shall not be located within 250 feet of a Residential Use (R), as defined in [SECTION 3.03\(J\)](#).
3. Convenient cash businesses shall not operate during the hours of 9:00PM-8:00AM.

Any convenient cash business lawfully operating on the effective date of this section that does not conform to the additional regulations above shall be considered a legal conforming use.

(C) E: EDUCATIONAL USES

Educational uses (E-1: Schools and Day Cares) include, among others, the use of a building by six or more persons at any one time for educational purposes through the 12th grade. These uses include buildings, structures, or portions thereof occupied by more than five children older than 2.5 years of age who receive educational, supervision, or personal care services for fewer than 24 hours per day.

(D) F: FACTORY USES

Factory uses include, among others, the use of a building, structure, or a portion thereof for assembling, disassembling, fabricating, finishing, manufacturing, packaging, repair, or processing operations that the City does not classify as High-Hazard Uses or Storage Uses. Example uses include building products, chemicals; clothing; commercial food and beverage operations not associated with restaurants, cafeterias, and similar dining facilities more than 2,500 square feet (232 m²) in area; data centers; dry cleaning and dyeing; electronics; filming without spectators; furniture; machinery; metals; plastics; printing; textiles; utility plants.

(I) F-1: MODERATE-HAZARD

F-1 uses include, among others, factory uses that are not classified as Low-Hazard Factory uses (F-2), as set forth in IBC 2024 Section 306.2. F-1 uses shall include data centers and similar large-scale computer processing uses.

1) DATA CENTERS

Data center uses greater than 21,780 square feet have the following, additional regulations:

1. Data centers must screen the entire perimeter of the occupied parcel using Option A in [TABLE IV-7: OUTDOOR STORAGE AND WORK AREA SCREENING OPTIONS](#).
2. 100% of the remaining site landscaping must follow the standards of [SECTION 4.07\(A\)\(VIII\)](#).
3. 100% of the stormwater runoff generated shall be treated on-site, and the applicant shall utilize green infrastructure to the maximum extent feasible.
4. They must generate 100% of the domestic electricity use (i.e., the electricity demand from non-server uses) on-site using renewable energy sources.
5. Zoning Permit applications for data center uses shall include water and energy use projections.

(II) F-2: LOW-HAZARD

F-2 uses include, among others, the fabrication or manufacturing of noncombustible materials that during finishing, packing, or processing do not involve a significant fire hazard, as set forth in IBC 2024 Section 306.3.

(E) H: HIGH-HAZARD USES

High-hazard (H-1) uses include, among others, the use of a building or structure, or a portion thereof, that involves the manufacturing, processing, generation, or storage of materials that constitute a physical or health hazard in quantities in excess of those allowed in control areas complying with IBC 2024 Section 414, based on the maximum allowable quantity limits for control areas set forth in IBC 2024 Tables 307.1(1) and

307.1(2). High-hazard uses include the manufacturing, processing, generation, or storage of uses that pose a detonation, deflagration, combustion, or health hazards and semiconductor fabrication facilities and comparable research and development areas in which hazardous production materials (HPM) are used and the aggregate quantity of materials is in excess of those specified in IBC 2024 Tables 307.1(1) and 307.1(2). H-1 uses shall include salvage yards, scrapyards, and junkyards.

(I) EXPRESSLY PROHIBITED HIGH-HAZARD USES

Any lot or portion thereof used for the collection, storage, dismantling, processing, salvaging, or sale of used, damaged, or discarded materials, including but not limited to salvage yards, scrap yards, and junk yards. Materials may include, but is not limited to, metals, machinery, appliances, building materials, vehicles, vehicle parts, and industrial equipment.

(F) HO: HOME OCCUPATIONS

Home occupation (HO) uses include uses accessory to primary residential uses which allow residents to engage in customary home-based work activities while also helping to ensure that they do not subject neighboring residents to adverse impacts, such as excessive noise, traffic, or public safety hazards, that are not typical of the areas in which the home occupation use is located. The City classifies group living (R uses), day cares (I or E uses), and bed and breakfasts (R uses) separately.

(I) HOME OCCUPATION REGULATIONS

- (1) Home occupation uses shall be operated by a resident of the dwelling unit.
- (2) The area devoted to conduct a home occupation use shall be limited to 33% of the dwelling unit's floor area, or 750 square feet, whichever is less.
- (3) Home occupation uses may not change the character of the residential building they occupy or adversely affect the character of the surrounding neighborhood, including making any noise audible beyond the lot lines of the subject property.
- (4) Home occupation uses must lie entirely within the dwelling unit or accessory building.
- (5) Home occupation uses are allowed one wall sign per business. All other signs are not permitted. Signs for a home occupation use shall comply with [SECTION 4.03](#), but shall not be illuminated and shall not exceed three sq. ft. in size.
- (6) Home occupation uses may display a limited amount of window or other public material or merchandise. Display areas shall be confined to an area not exceeding ten square feet and shall be located entirely within the interior of the dwelling unit or accessory building. Merchandise displayed in a window shall not be illuminated. All displayed merchandise must be directly related to the services offered or goods produced by the home occupation.
- (7) Home occupation uses may not use or store hazardous substances, except at the "consumer commodity" level, as 49 CFR 171.8 defines that term.
- (8) Home occupation uses may only use licensed vehicles with a GVWR 14,000 pounds or below. Home occupation uses may not park or store any other types of vehicles on the premises. The City permits deliveries and pickups by common carrier delivery vehicles (e.g., postal service, United Parcel Service, Fed Ex, et al.) of the type typically used in residential neighborhoods.

(II) EXPRESSLY PROHIBITED HOME OCCUPATION USES

- (1) Any type of assembly, cleaning, maintenance or repair of vehicles or equipment with internal combustion engines or of large appliances;
- (2) Dispatch centers or other businesses where employees come to the site and are dispatched to other locations;
- (3) Equipment supply or equipment rental businesses;
- (4) Taxi, limo, van, or bus services with more than two vehicles;
- (5) Tow truck services;
- (6) Mercantile uses in which goods are sold directly to on-site customers;
- (7) Eating or drinking places, in which food or beverages are prepared and served to be consumed on site;
- (8) Funeral or interment services;
- (9) Animal care or boarding businesses, except for animal grooming; and
- (10) Any use involving the use or storage of vehicles, products, parts, machinery or similar materials or equipment outside of a completely enclosed building.

(G) I: INSTITUTIONAL USES

Institutional uses include, among others, the use of a building, structure, or a portion thereof, in which care or supervision is provided to persons who are or are incapable of self-preservation without physical assistance, persons are detained for penal or correctional purposes, or the liberty of the occupants is restricted. Institutional occupancies shall be classified as I-1, I-2, I-3, or I-4.

(I) I-1: 24-HOUR CUSTODIAL CARE FACILITIES

I-1 uses shall include buildings, structures, or portions thereof for more than five people, excluding staff, who reside on a 24-hour basis in a supervised environment and receive custodial care. I-1 uses shall include assisted living facilities; alcohol and drug centers; congregate care facilities; group homes; halfway homes; residential board and care facilities; and social rehabilitation facilities. I-1 uses shall include Community-based residential facilities (CBRF) classified as medium (6-20 residents) or large (21+ residents), but shall not include [small \(5-8 person\) Community-based residential facilities](#).

(II) I-2: 24-HOUR SELF CARE FACILITIES

I-2 uses shall include buildings, structures used for medical care on a 24-hour basis for more than five persons who are incapable of self-preservation. I-2 uses shall include foster care facilities; detoxification facilities; hospitals; nursing homes; and psychiatric hospitals.

(III) I-3: SECURE FACILITIES

I-3 uses include buildings and structures inhabited by more than five persons who are under restraint or security. I-3 uses included correctional centers; jails; and prisons.

(IV) I-4: DAY CARE FACILITIES

I-4 uses include buildings and structures occupied by more the five persons of any age who receive custodial care for fewer than 24 hours per day by persons other than parents or guardians; relatives by blood, marriage, or adoption; and in a

place other than the home of the person cared for. I-4 uses include adult and child day cares.

I-4 uses shall include At-home family daycares which provide care for at least four but no more than twelve individuals under seven years of age and which are operated from a residential dwelling unit by one or more members of the household who reside in the dwelling unit.

(H) M: MERCANTILE USES

Mercantile uses (M: Merchandise Sales) include, among others, buildings or structures or a portion thereof for the display and sale of merchandise, and involves stocks of goods, wares, or merchandise incidental to such purposes and where the public has access. The aggregate quantity of nonflammable solid and nonflammable or noncombustible liquid hazardous materials stored or displayed in a single area of a M use shall not exceed the limits set forth in [CHS. SPS 301-399; SAFETY, BUILDINGS, AND ENVIRONMENT](#). Mercantile occupancies shall include department stores, drug stores, greenhouses, markets, gas stations, retail or wholesale stores, and sales rooms.

(I) OUTDOOR SALES AND DISPLAY

Uses where property owners sell and display merchandise or equipment outside of an enclosed building on more than a temporary basis. Examples include, but the City does not limit them to, outdoor garden centers, outdoor recreation equipment sales, monument sales, flea markets, vehicle sales, and manufactured and mobile housing sales.

If the permanent Outdoor Sales and Display area is less than the equivalent of 5% of the total gross square footage of the building and is secondary to a Mercantile use, such use shall instead be considered Incidental Outdoor Sales and Display as defined in [SECTION 3.03 \(H\)\(II\)](#).

Outdoor Sales and Display uses shall comply with the following regulations:

- (1) The outdoor display area shall be calculated as the area which would be enclosed by an imaginary line that would completely enclose all materials displayed outdoors in the smallest possible rectangle.
- (2) The display of items shall not be permitted in permanently protected green space areas, required landscaped areas, or required bufferyards.
- (3) The display of items shall not be permitted within required setback areas for the principal structure.
- (4) In no event shall the display of items reduce or inhibit the use or number of parking stalls provided on the property below the requirement established by the provisions of [Section 4.06\(h\)](#). If the number of provided parking stalls on the property is already less than the requirement, such display area shall not further reduce the number of parking stalls already present.
- (5) Display areas shall be separated from any vehicular parking or circulation area by a minimum of ten feet. This separation shall be clearly delineated by a physical separation such as a greenway, curb, fence, or line of planters, or by a clearly marked paved area.

- (6) Signs, screening, enclosures, landscaping, or materials being displayed shall not interfere in any manner with either on-site or off-site traffic visibility, including potential traffic/traffic and traffic/pedestrian conflicts.
- (7) Outdoor display shall be permitted during the entire calendar year, however, if goods are removed from the display area all support fixtures used to display the goods shall be removed within ten calendar days of the goods' removal.
- (8) Inoperative vehicles or equipment, or other items typically stored or displayed in a junkyard or salvage yard, shall not be displayed for this land use.
- (9) Outdoor sales and display uses shall provide a bufferyard with a minimum opacity of 60% along all borders of the display area butting residentially zoned property.

(II) INCIDENTAL OUTDOOR SALES AND DISPLAY

The sale and display of merchandise or equipment outside of an enclosed building and is incidental to a principal commercial or industrial land use. Incidental outdoor sales and display uses shall comply with the following regulations:

- (1) Incidental Outdoor Sales and Display land uses shall comply with all regulations of [SECTION 3.03\(H\)\(I\)](#).
- (2) The display area shall not be greater than the equivalent to 5% percent of the gross floor area of the building. Display area more than 5% of the gross floor area of the building shall be considered Outdoor Sales and Display as a principal use under [SECTION 3.03\(H\)\(I\)](#).

(I) 0: OUTDOOR USES

Outdoor uses include, among others, uses which generally lack primary buildings or structures. The city shall classify outdoor uses as 0-1, 0-2, or 0-3.

(I) 0-1: CEMETERIES

0-1 uses include lands and facilities for the interment of humans or domestic household pets.

(II) 0-2: NATURAL AREAS AND RECREATION

0-2 uses include parks, recreation, and natural resource preservation areas, such as nature preserves, arboreta, and playgrounds.

(III) 0-3: NON-ACCESSORY PARKING

0-3 uses include parking lots that primarily serve the public-at large instead of occupants of or visitors to a use under a 14,000 pounds gross vehicle weight rating (GVWR). The City permits parking lots that primarily serve vehicles over a 14,000 GVWR only accessory to F or H uses.

(J) R: RESIDENTIAL USES

Residential uses include, among others, the use of a building or structure, or a portion thereof, for sleeping purposes when not classified as an Institutional Use. Residential uses shall be classified as R-1, R-2, R-3, or R-4.

(I) R-1: HOTELS

R-1 uses contain sleeping units of more than two dwelling units where the occupants are primarily transient in nature, such as hotels, motels, or lodging houses with more than five guestrooms.

(II) R-2: 3+ UNIT RESIDENTIAL

R-2 uses contain sleeping units or more than two dwelling units where the occupants are primarily permanent in nature, such as multi-unit buildings, convents, or emergency services living quarters. R-2 uses shall also include townhouses.

1) TOWNHOUSE REGULATIONS

When individual townhouse units are located on separate parcels, the following regulations shall apply:

- (1) Minimum combined lot area of all parcels: 8,000 square feet
- (2) Minimum combined lot width of all parcels: 80 feet
- (3) Minimum lot width (individual parcel): 20 feet
- (4) Minimum shared side yard setback: 0 feet
- (5) Minimum unshared side yard setback: setback of underlying zoning district
- (6) Minimum street yard setback: setback of underlying zoning district
- (7) Minimum rear yard setback: setback of underlying zoning district

When individual townhouse units are located on a single parcel, the regulations of the underlying zoning district shall apply.

(III) R-3: 1-2 UNIT RESIDENTIAL

R-3 uses contain occupants that are primarily permanent in nature and not classified as R-1, R-2, or R-4 uses. Such uses include buildings with one or two dwelling units; accessory dwelling units; cottage courts; care facilities that provide accommodations for five or fewer persons receiving care; and lodging houses with five or fewer guest rooms.

1) ACCESSORY DWELLING UNIT REGULATIONS

An accessory dwelling unit (ADU) is a smaller, independently habitable residential dwelling unit located on the same lot as a standalone (i.e., detached) single-family home. ADUs can be converted portions of existing homes (i.e., internal ADUs), additions to new or existing homes (i.e., attached ADUs), new stand-alone accessory structures, or converted portions of existing stand-alone accessory structures (i.e., detached ADUs). Accessory Dwelling Units shall comply with the following regulations:

- (1) No more than one ADU shall be allowed on a single lot.
- (2) ADUs shall not be located on lots occupied by a two-unit house, townhouse, or cottage court development.
- (3) The number of occupants of the ADU shall not exceed one family.

- (4) Additional entrances shall not be added to the front elevation of an existing residential building but may be added to side, rear, or street side elevations.
- (5) Entrances to ADUs may not face the nearest side or rear property line unless there is an alley abutting that property line.
- (6) ADU entryways within a rear, side, or street side yard shall be connected to a street frontage by a paved walkway or driveway. The owner shall post one on-building locational sign displaying the address of the ADU.
- (7) The ADU's exterior finish material, roof pitch, and trim elements must visually match the exterior finish material of the principal building in type, size and placement.
- (8) Attached ADUs shall adhere to the principal structure setback requirements and other regulations for the underlying zoning district.
- (9) Detached ADUs shall adhere to the accessory structure setback requirements and other regulations for the underlying zoning district.
- (10) Either the principal building or ADU must be occupied by the owner of the property as their primary residence for a total of at least 183 days in a calendar year. A restrictive agreement between the property owner and the City shall be recorded prior to issuance of a zoning permit and occupancy being granted.
- (11) The ADU shall not be sold separately or otherwise conveyed or titled separately from the principal dwelling.
- (12) ADUs shall not be rented for periods of one (1) to six (6) consecutive days.
- (13) The maximum size of an ADU shall not exceed 40% of the size of the principal dwelling's floor area, excluding any attached garage.
- (14) Neither fees in-lieu of parkland, nor park improvement fees shall be charged for a permit to construct an ADU.

2) COTTAGE COURT REGULATIONS

A cottage court development is a grouping of small detached houses, two-unit houses, twin houses, or backyard cottages clustered around a common open space or shared courtyard. Cottage court uses shall comply with the following regulations:

- (1) Property owners must provide at least 400 square feet of contiguous, regularly shaped, common open space per unit as the focal point of the development accessible to its residents.
- (2) Property owners must orient the unit entrances around at least two sides of the common open space, except units adjacent to local and collector streets that must face towards the street.
- (3) Property owners must locate all units within 75 feet of the common open space area.
- (4) For the purposes of cottage courts, the following minimum setbacks shall apply:
 - a. Front Yard (fronting the common open space): 10 ft.
 - b. Street Yard (fronting a public or private street): minimum street yard setback of the underlying zoning district.
 - c. Side Yard: 5 ft.
 - d. Rear Yard: 5 ft.

- e. Distance between a cottage court home and the side yard of an adjacent parcel which is not part of the cottage court: minimum side yard setback of the underlying zoning district.
 - f. Distance between a cottage court home and the rear yard of an adjacent parcel which is not part of the cottage court: minimum rear yard setback of the underlying zoning district.
- (5) Property owners may provide cottage court parking in attached garages, detached garages, or in a shared parking area. They must screen shared parking areas in accordance with the vehicular use area screening standards of [SECTION 4.06](#). They may not locate parking in the required courtyard or common open space area.

(IV) R-4: SMALL COMMUNITY-BASED RESIDENTIAL FACILITIES

R-4 uses shall include buildings, structures, or portions thereof used and licensed as a small Community-based residential facility (CBRF), as defined in [WIS. STATS. § 50.01\(1G\)](#) and [WIS. ADMIN. CODE DHS 83.04\(1\)\(A\)](#). R-4 uses shall include small (5-8 residents) CBRFs, but shall not include medium (6-20 residents) or large (21+ residents). CBRFs shall demonstrate proof of licensure from the State Department of Health Services to the Zoning Administrator prior to issuance of a Certificate of Occupancy.

(V) R-5: MOBILE HOME PARKS

R-5 uses shall include manufactured and mobile homes, as defined in [CHAPTER 34 OF THE CODE OF ORDINANCES](#). Manufactured and mobile homes shall only be allowed within a permitted Mobile Home Park, pursuant to [CHAPTER 34](#). In addition to the requirements of [CHAPTER 34](#), Mobile Home Parks are subject to the following standards:

- (1) Every mobile home in a trailer camp or mobile home park shall be located on a space not less than 1,000 square feet in area, and all such spaces shall be arranged in rows, facing on a continuous driveway which is at least 25 feet in width, and each space shall have a frontage on such driveway of at least 30 feet.
- (2) Every mobile home shall be located at least 25 feet from the nearest adjacent mobile home.
- (3) No structure shall be located closer than 10 feet to the exterior boundary line of any mobile home space.
- (4) No structure shall be located closer than 25 feet from the property line of the mobile home park.
- (5) A maximum of 100 mobile homes are permitted per mobile home park.
- (6) No lean-to, shack, tent, room or similar structure of a detachable nature shall be attached to any trailer or mobile home located in a mobile home park, other than as may be required for the housing of equipment for the furnishing of power, light, water, gas or similar service to such trailer or mobile home.
- (7) Any and all extensions in the area of a mobile home park existing on the date the ordinance from which this chapter is derived takes effect, made after such date, as well as all mobile home parks constructed after such date, shall be laid out and maintained with regard to the spacing of mobile homes located, or to be located, therein, so as to

meet the requirements of this subsection or the requirements of the county zoning ordinance, as applicable thereto, whichever requires the greater area of such spacing.

(K) S: STORAGE USES

Storage uses include, among others, the use of a building or structure, or a portion thereof, for storage not classified as an H use. A room or space used for storage purposes that is accessory to another occupancy shall be classified as part of that occupancy.

(I) S-1: MODERATE-HAZARD STORAGE

S-1 uses include, among others, buildings used for storage uses that are not classified as S-2 uses, as set forth in IBC 2024 Section 311.2.

(II) S-2: LOW-HAZARD STORAGE

S-2 uses include, among others, buildings used for the storage of noncombustible materials such as products on wood pallets or in paper cartons with or without single thickness divisions; or in paper wrappings, as set forth in IBC 2024 Section 311.3. Such products are permitted to have a negligible amount of plastic trim, such as knobs, handles, or film wrapping.

(L) U: UTILITY AND ACCESSORY USES

Utility and Accessory Uses (U) include buildings and structures of an accessory character and miscellaneous structures not classified in any other specific use. Utility and miscellaneous uses include amateur radio service antennas; beekeeping; carports; composting structures; donation drop off boxes; electric vehicle charging stations; fowl; geothermal energy systems; portable storage units; private garages; satellite antennas; sheds; solar energy systems, and temporary structures (not including children's play structures) existing no longer than 60 days.

1) GENERAL PROVISIONS

The City permits accessory uses only in connection with lawfully established principal uses, and they are subject to the same regulations that apply to principal uses on the subject lot, unless otherwise expressly stated.

2) WHEN ALLOWED

The City limits accessory uses to those expressly regulated in this section or elsewhere in the zoning chapter, as well as those that, in the determination of the Zoning Administrator, satisfy all the following criteria:

- (1) One may customarily find them in conjunction with the principal use of the subject property;
- (2) They are subordinate and clearly incidental to the principal use of the property; and
- (3) They serve a necessary function for or contribute to the comfort, safety, or convenience of occupants of the principal use.

3) TIME OF CONSTRUCTION AND ESTABLISHMENT

One may only establish an accessory use after the principal use.

4) LOCATION

Accessory uses must be located on the same lot as the principal use to which they are accessory, unless otherwise expressly stated.

5) R-3 ACCESSORY STRUCTURES

On all lots occupied by an R-3 primary use, the following accessory structure standards apply:

- (1) Accessory structures shall have a maximum footprint of 1,000 square feet.
- (2) The footprint of an accessory structure shall not exceed the footprint of the primary structure.
- (3) Each lot may contain a maximum of one detached garage.
- (4) All non-garage accessory structures shall have a maximum individual footprint of 250 square feet.
- (5) All accessory structures shall meet the standards set forth by **TABLE II-2: LOT AND STRUCTURE REGULATIONS** and **TABLE II-3: HEIGHT REGULATIONS**.

6) COMPOSTING

A) SIZE

The City permits small-scale, non-commercial composting fewer than 50 cubic yards (38.2 m³).

B) LOCATIONAL LIMITATIONS

Property owners may compost only landscape waste generated from plants grown and maintained on the subject lot or food waste resulting from food preparation or consumption by residents of the subject lot and their visitors. The City does not intend this provision to prohibit property owners from adding outside materials or ingredients to speed or enhance decomposition.

C) MEAT PRODUCTS

The City prohibits meat products in compost bins.

D) RODENT PROTECTION

Property owners must place all compost waste within rodent-resistant compost bins.

E) ANIMAL WASTE

The City permits only animal waste from herbivores within compost bins.

F) BURNING EXPRESSLY PROHIBITED

No person may burn compost within the City.

7) DONATION DROP-OFF BOXES

A) GENERAL

The City limits donation drop-off boxes to the S-CO, U-CO, U-DT, and I zoning districts.

B) NUMBER ALLOWED

The City permits one donation drop-off box per property.

C) LOCATION

Donation drop-off boxes are exempt from the street yard setback requirements for accessory structures; however, no property owner may locate the box closer than three feet from any property line.

8) ELECTRIC VEHICLE CHARGING STATIONS

A) PARKING

Property owners must reserve public electric vehicle charging stations for parking and charging electric vehicles. Owners must post signs reserving the space for electric vehicle charging purposes.

B) EQUIPMENT

Property owners must design and locate EV charging equipment not to impede pedestrian, bicycle, or wheelchair movement or create safety hazards on sidewalks.

C) POSTED INFORMATION

Property owners must post information identifying voltage and amperage levels and any type of use, fees, or safety information related to the electric vehicle charging station.

9) GEOTHERMAL ENERGY SYSTEMS

Property owners must locate geothermal energy systems completely within their property or within appropriate easements. Property owners may not locate any portion of a geothermal energy system within a stream or stream buffer.

10) PORTABLE STORAGE UNITS

The City exempts portable storage units from street-yard setbacks for up to 31 consecutive days within a 12-month period. The City permits portable storage units on properties longer than 31 days for properties with an active building permit.

11) SATELLITE ANTENNAS

Satellite dishes accessory to R uses may not exceed 36 inches (91.4 cm) in diameter.

12) SOLAR ENERGY SYSTEMS

Property owners may locate solar energy systems in any zoning district. The City classifies non-accessory solar energy systems as F-1 uses.

13) SHORT-TERM RESIDENTIAL RENTALS

Short-term residential rentals are all lodging places and tourist cabins and cottages, other than hotels and motels, in which sleeping accommodations are offered for pay to tourists and transients. It does not include private boarding houses or rooming houses not accommodating tourists or transients, or bed and breakfast establishments regulated under Wis. Admin. Code ACTP § 73.

A) DEFINITIONS

I) TOURIST OR TRANSIENT

A person who travels to a location away from his or her permanent address for a short period of time, not to exceed thirty (30) days for vacation, pleasure, recreation, culture, business or employment.

II) OPERATOR

A person who is the owner or lessee of property being used as a Short-Term Residential Rental and who is conducting the Short-Term Residential Rental business by, among other things, interacting digitally and in person with guests and is identified in Short-Term Residential Rental listings and advertisements as the Short-Term Residential Rental "host." An operator may not be an LLC, Trust, Nonprofit, or other corporate entity.

III) PRIMARY RESIDENCE

A dwelling unit that serves as an individual's true, fixed and permanent home for at least one hundred eighty-three (183) days in a calendar year and to which, whenever absent therefrom, that individual intends to return. Additional characteristics of a primary residence include, but are not limited to, where an individual receives mail, claims residence for purposes of voter registration, pays for utilities, and lists as their address on state issued identification cards. An individual can have only one (1) primary residence.

B) PERMIT REQUIREMENTS

Short-term residential rentals are permitted by-right in all zoning districts, subject to the below supplemental regulations. All operators shall obtain a valid Operators Permit from the City prior to operating a Short-Term Residential Rental, pursuant to Section 50-32 of the Municipal Code of Ordinances.

C) SHORT-TERM RESIDENTIAL RENTAL REGULATIONS

- (1) A short-term residential rental shall only be located as an accessory land use to a residential land use.
- (2) Only the owner of the property may operate a short-term residential rental, except that a renter may operate if explicitly allowed in the lease. A property owner proposing to operate a short-term residential rental in a dwelling unit that is subject to rules, regulations, or bylaws of a condominium association may only operate the dwelling unit as short-term residential rental if explicitly allowed by the condominium association.
- (3) If the short-term residential rental is operated for stays of more than six (6) but fewer than twenty-nine (29) consecutive days, the short-term residential rental may be operated for no more than one hundred eighty (180) days in any consecutive three hundred sixty-five (365) day period as provided in Wis. Stat. § 66.1014(2)(d). The one hundred eighty (180) allowable days in any three hundred sixty-five (365) day period must run consecutively and the short-term residential rental operator must give the Zoning Administrator notice of the first rental of any three hundred sixty-five (365) day period.
- (4) If the short-term residential rental is operated for stays of one (1) to six (6) consecutive days, the property shall be the operator's primary residence.

- a. If an operator who is operating a short-term residential rental pursuant to #4 above occupies the residence at the time of rental, there is no limit to the number of days the Short-Term Residential Rental may operate.
 - b. If an operator who is operating a short-term residential rental pursuant to #4 above does not occupy the residence at the time of rental, the short-term residential rental may operate no more than thirty (30) days per permitting year.
- (5) Maximum tourist or transient occupancy shall not exceed the lesser of two (2) times the number of legal bedrooms in the dwelling unit or twelve (12). Children under the age of twelve (12) shall not count toward the maximum tourist occupancy.
 - (6) Each short-term residential rental shall provide and maintain a Guest Register and shall require all guests to register their true names and addresses before allowing occupancy. The Guest Register shall be kept intact and available by the operator for inspection by representatives of the City for at least one (1) year from the day of the conclusion of the period of operation.
 - (7) Each short-term residential rental shall maintain the following written Business Record for each rental of the short-term residential rental: the true names and addresses of any person renting the property, the dates of the rental period (which must be a minimum of one (1) consecutive day), and the monetary amount or consideration paid for the rental. The Business Record shall be kept intact and available by the operator for inspection by representatives of the City for at least one (1) year from the day of the conclusion of the period of operation.
 - (8) A minimum of one (1) off-street parking space shall be provided on the subject property for each short-term residential rental. If the short-term residential rental provides three (3) or more bedrooms, an additional on-site parking space is required for each additional bedroom over two (2).
 - (9) All guest parking for vehicles and trailers shall be within a legal off-street parking space on an area paved with concrete or asphalt. No parking is permitted on gravel, lawn, or planter bed areas. Street parking for guests is not permitted.
 - (10) Aside from a changing mix of guests and their vehicles, there shall be no evidence of the property being used as a short-term residential rental visible on the exterior of the subject property.
 - (11) No recreational vehicle, camper, tent, or other temporary lodging arrangement shall be permitted to accommodate guests.

14) WIRELESS TELECOMMUNICATIONS

A) APPLICABILITY

The regulations of this article apply to mobile service facilities.

B) PURPOSE

The regulations of this article are intended to regulate mobile service facilities to the full extent allowed by *WIS. STATS. § 66.0404* and other applicable laws. These regulations are not intended to regulate or authorize the regulation of mobile service facilities in a manner that is preempted or prohibited by *WIS. STATS. § 66.0404* or other applicable laws.

C) DEFINITIONS

The definitions of this section apply only in administering and enforcing the wireless telecommunications regulations of this article.

I) ANTENNA

Communications equipment that transmits and receives electromagnetic radio signals and is used in the provision of mobile services.

II) APPLICATION

An application for a permit under this section to engage in either:

(a) The siting and construction of a new mobile service support structure and facilities.

(b) With regard to a Class 1 collocation, the substantial modification of an existing support structure and mobile service facilities or a Class 2 collocation.

III) CLASS 1 COLOCATION

The placement of a new mobile service facility on an existing support structure such that the owner of the facility does not need to construct a freestanding support structure for the facility but does need to engage in substantial modification.

IV) CLASS 2 COLOCATION

The placement of a new mobile service facility on an existing support structure such that the owner of the facility does not need to construct a freestanding support structure for the facility or engage in substantial modification.

V) COLLOCATION

Class 1 or Class 2 collocation or both.

VI) DISTRIBUTED ANTENNA SYSTEM

A network of spatially separated antenna nodes that is connected to a common source via a transport medium and that provides mobile service within a geographic area or structure.

VII) EQUIPMENT COMPOUND

An area surrounding or adjacent to the base of an existing support structure within which is located mobile service facilities.

VIII) EXISTING STRUCTURE

A support structure that exists at the time a request for permission to place mobile service facilities on a support structure is filed with the City.

IX) FALL ZONE

The area over which a mobile support structure is designed to collapse.

X) MOBILE SERVICE

Has the meaning given in 47 U.S.C. § 153(33), as follows: a radio communication service carried on between mobile stations or receivers and land stations, and by mobile stations communicating among themselves, and includes:

- (a) Both one-way and two-way radio communication services;
- (b) A mobile service that provides a regularly interacting group of base, mobile, portable, and associated control and relay stations (whether licensed on an individual, cooperative, or multiple basis) for private one-way or two-way land mobile radio communications by eligible users over designated areas of operation; and
- (c) Any service for which a license is required in a personal communications service established pursuant to the proceeding entitled "Amendment to the Commission's Rules to Establish New Personal Communications Services" (GEN Docket No. 90-314; ET Docket No. 92-100), or any successor proceeding.

XI) MOBILE SERVICE FACILITY

The set of equipment and network components, including antennas, transmitters, receivers, base stations, power supplies, cabling, and associated equipment, that is necessary to provide mobile service to a discrete geographic area, but does not include the underlying support structure.

XII) MOBILE SERVICE PROVIDER

A person who provides mobile service.

XIII) MOBILE SERVICE SUPPORT STRUCTURE

A freestanding structure that is designed to support a mobile service facility.

XIV) PERMIT

A permit, other than a building permit, or approval issued by a political subdivision that authorizes any of the following activities by an applicant:

- (a) A Class 1 collocation.
- (b) A Class 2 collocation.
- (c) The construction of a mobile service support structure.

XV) PUBLIC UTILITY

Has the meaning given in Wisconsin Statutes.

XVI) SEARCH RING

A shape drawn on a map to indicate the general area within which a mobile service support structure should be located to meet radio frequency engineering requirements, taking into account other factors including topography and the demographics of the service area.

XVII) SUBSTANTIAL MODIFICATION

The modification of a mobile service support structure, including the mounting of an antenna on such a structure, that does any of the following:

- (a) For structures with an overall height of 200 feet or less, increases the overall height of the structure by more than 20 feet.
- (b) For structures with an overall height of more than 200 feet, increases the overall height of the structure by 10% or more.
- (c) Measured at the level of the appurtenance added to the structure as a result of the modification, increases the width of the support structure by 20 feet or more, unless a larger area is necessary for collocation.
- (d) Increases the square footage of an existing equipment compound to a total area of more than 2,500 square feet.

XVIII) SUPPORT STRUCTURE

An existing or new structure that supports or can support a mobile service facility, including a mobile service support structure, utility pole, water tower, building, or other structure.

XIX) UTILITY POLE

A structure owned or operated by an alternative telecommunications utility, as defined in Wisconsin Statutes; public utility, as defined in Wisconsin Statutes; telecommunications utility, as defined in Wisconsin Statutes; political subdivision; or cooperative association organized under Wisconsin Statutes; and that is designed specifically for and used to carry lines, cables, or wires for telecommunications service, as defined in Wisconsin Statutes; for video service, as defined in Wisconsin Statutes; for electricity; or to provide light.

D) NEW FACILITIES AND SUBSTANTIAL MODIFICATIONS

I) APPLICABILITY

The regulations of this section apply to the siting and construction of new mobile service support structures and facilities and substantial modifications of existing mobile service support structures and facilities.

II) APPLICATION AND FEE

The applicant must submit to the Zoning Administrator a written application, which must include all of the following information. Applications for approval of a substantial modification must describe the proposed modifications, rather than the new structure.

- (1) The name and business address of, and the contact individual for, the applicant.
- (2) The subject property owner.
- (3) The location of the proposed tower.
- (4) The location of the mobile service facility.
- (5) A construction plan that describes the tower, equipment, network components, antennas, transmitters, receivers, base stations, power supplies, cabling, and related equipment to be placed on or around the new tower.

- (6) An explanation of why the applicant chose the proposed location, and why the applicant did not choose collocation, including a sworn statement from the responsible party attesting that collocation within the applicant's service area would not result in the same mobile service functionality, coverage, and capacity; is technically infeasible; or is economically burdensome.
- (7) The application must be accompanied by the fee established by the City Council to defray the cost of notification and holding of public hearing. Costs incurred by the City in obtaining legal, planning, engineering, and other technical and professional advice in connection with the review and implementation of the use will also be charged to the applicant. Such fee must be established by resolution of the City Council and may not exceed the limits established by *WIS. STATS. § 66.0404(4)(D)*.

III) DETERMINATION OF COMPLETENESS

The Zoning Administrator must review the application and determine whether the application is complete. The Zoning Administrator must notify the applicant of the determination within 10 business days of receiving the application. If the application is found to be incomplete, such notice must specify in detail the missing information. Applicants are allowed to resubmit their applications as often as necessary to provide the required information.

IV) REVIEW PROCEDURE

Applications for new wireless telecommunications mobile service facilities and substantial modifications of existing facilities must be reviewed pursuant to the procedures set forth below:

- (1) After determining that an application is complete, the Zoning Administrator must forward the application to the Plan Commission for review. The Plan Commission must forward its recommendation to the City Council for a public hearing on the matter.
- (2) Notice of the City Council's public hearing must be published by the City Clerk as a Class I notice. The City Clerk must also provide by first-class mail a copy of the public hearing notice to all owners of record of real property located within 300 feet of the property for which approval is sought.
- (3) Approval of a new wireless telecommunications mobile service facility or a substantial modification of an existing facility may not be granted unless the tower is located so that there is sufficient radius of clear land around the tower so that its collapse will be completely contained on the subject property. If an applicant provides the City with engineering certification showing that the tower is designed to collapse within a smaller area than the radius equal to the height of the tower, the smaller area must be used unless the City has and provides the applicant substantial evidence that the engineering certification is flawed.
- (4) All facilities must comply with all applicable state and federal regulations

V) PUBLIC HEARING AND DECISION

- (1) The City Council must decide on the application for a new wireless telecommunications mobile service facility or a substantial modification of

an existing facility within 90 days of a completed application unless the applicant extends the time.

- (2) The decision must be in writing and a copy of the decision must be made a permanent part of the City records. If approval is not granted, the reasons for disapproval must be included in such record.
- (3) An official record of the decision must be prepared by the Zoning Administrator. The official record must include a description of the use for which the approval is granted and all conditions attached to such approval as well as a copy of the resolution of the City Council approving the application. A copy of the completed form must be recorded with the County Register of Deeds as a covenant on the title for the premises for which the approval was granted.

VI) CONDITIONS OF APPROVAL

Conditions such as landscaping, architectural design, type of construction, floodproofing, anchoring of structures, construction commencement and completion dates, sureties, lighting, fencing, planting screens, operational control, hours of operation, improved traffic circulation, deed restrictions, highway access restrictions, increased yard, or parking requirements, among other issues as deemed appropriate, may be required by the City Council upon a finding that such conditions are necessary to fulfill the purpose and intent of this section.

VII) LIMITATIONS ON AUTHORITY

The City's review and action on applications for new wireless telecommunications mobile service facilities or substantial modifications of existing facilities are subject to the limitations imposed by *WIS. STATS. § 66.0404(4)*. If the applicant believes the City has exceeded its authority in this regard, the applicant must notify the City Council in writing, in which case the City Council reserves the right to reconsider the matter, to ensure that applicable laws are followed.

E) NONSUBSTANTIAL MODIFICATIONS

I) GENERAL

Nonsubstantial changes, additions or other modifications to an existing mobile service support structure or mobile service facility are subject to the requirements of this section. The application together with applicable fees must be submitted to the Zoning Administrator, who must review the application determine whether the changes, additions, or other modifications shown on the application constitute a nonsubstantial modification.

II) APPLICATION INFORMATION

The applicant must submit a written application that describes the applicant's basis for concluding that the modification is not substantial, and all of the following information:

- (1) The name and business address of, and the contact individual for, the applicant.
- (2) The location of the affected support structure.
- (3) The location of the proposed facility.

III) DETERMINATION OF COMPLETENESS

The Zoning Administrator must review the application and determine whether the application is complete. The Zoning Administrator must notify the applicant of the determination within ten business days of receiving the application. If the application is found to be incomplete, such notice must specify in detail the missing information. Applicants are allowed to resubmit their applications as often as necessary to provide the required information.

IV) DECISION

The Zoning Administrator must decide on the application within a reasonable time after receipt of the completed application and no later than 45 days after receipt of the completed application unless the applicant extends the time. The decision must be in writing and a copy of the decision must be made a permanent part of the City records. If approval is not granted, the reasons for disapproval must be included in such record.

V) LIMITATIONS ON AUTHORITY

The City's review and action on applications for nonsubstantial modifications of existing facilities are subject to the limitations imposed by *WIS. STATS. § 66.0404(4)*. If the applicant believes the City has exceeded its authority in this regard, the applicant must notify the City Council in writing, in which case the City Council reserves the right to reconsider the matter or to direct the Zoning Administrator to reconsider the matter, to ensure that applicable laws are followed.

(b) AG: AGRICULTURAL USES

(I) AG-1: CULTIVATION

AG-1 uses shall include all operations primarily oriented to the on-site, outdoor raising of plants for commercial purposes. This land use includes trees which are raised as a crop to be replaced with more trees after harvesting, such as in nursery or Christmas tree operations. Cultivation uses shall not include the incidental growing and harvesting of plants or crops for personal use or for a home occupation use within a residence or on the same lot as a residence, commonly known as home gardening.

In all zoning districts, except for the AG zoning district, the following regulations shall apply:

- (1) Cultivation uses shall not exceed 20% of a lot's area.
- (2) Cultivation uses shall not be located within a lot's required minimum accessory structure setback area.

The city permits only the following cultivation activities in the NRP-0 district, subject to site plan review by the Zoning Administrator .

- (1) Hiking, fishing, trapping, swimming, and boating, unless prohibited by other ordinances and laws.
- (2) The harvesting of wild crops, such as marsh hay, ferns, moss, wild rice, berries, tree fruits and tree seeds, in a manner that is not injurious to the natural reproduction of such crops.

- (3) Silviculture, including the planting, thinning, and harvesting of timber, in a manner that is not injurious to woodland area as a whole.

(II) AG-2: ANIMAL HUSBANDRY

AG-2 uses include all operations primarily oriented to the on-site raising or use of animals at an intensity of less than one animal unit as, established in [TABLE V-2 ANIMAL UNIT TABLE](#), per acre. AG-2 uses shall not include residential beekeeping or keeping of chickens.

The Zoning Administrator is authorized to determine the value in animal units for mature animals not listed in [TABLE V-2 ANIMAL UNIT TABLE](#).

Any building housing animals for animal husbandry shall be located a minimum of 100 feet from all lot lines. All outdoor animal containments (pasture) shall be located a minimum of ten feet from any residentially zoned property.

(III) AG-3: INTENSIVE AGRICULTURE

AG-3 uses include all operations primarily oriented to the on-site raising or use of animals at an intensity equal to or exceeding one animal unit, as established in [TABLE V-2 ANIMAL UNIT TABLE](#), per acre or agricultural activities requiring large investments in structures. Examples of such land uses include feed lots, hog farms, poultry operations, fish farms, commercial greenhouse operations and certain other operations meeting this criterion.

The following regulations apply to Intensive Agriculture uses:

- (1) They shall not lie in, or adjacent to, an existing or platted residential subdivision.
- (2) The property owner shall screen the entire perimeter of the occupied parcel using Option A in [TABLE IV-7: OUTDOOR STORAGE AND WORK AREA SCREENING OPTIONS](#).
- (3) All buildings, structures, outdoor storage areas, and outdoor animal containments shall lie a minimum of 300 feet from all parcels with an R use and 100 feet from all other lot lines.
- (4) They shall lie in an area designated for agricultural, or, additionally, in the case of commercial greenhouses, industrial use on the City's comprehensive plan.

(IV) AG-4: AGRICULTURAL SERVICES

AG-4 uses include all operations pertaining to the sale, handling, transport, packaging, storage, or disposal of agricultural equipment, products, by-products, or materials primarily used by agricultural operations. Examples of such land uses include agricultural implement sales, storage, or repair operations; feed and seed stores; agricultural chemical dealers or storage facilities; animal feed storage facilities; commercial dairies; food processing facilities; canning and other packaging facilities; and agricultural waste disposal facilities.

The following regulations apply to Agricultural Services uses:

- (1) They shall not lie in, or adjacent to, an existing or platted residential subdivision.

- (2) All buildings, structures, outdoor storage areas, and outdoor animal containments shall lie a minimum of 100 feet from all lot lines.
- (3) They shall lie in an area designated either agricultural or industrial on the City's comprehensive plan.

(V) AG-5: ON-SITE AGRICULTURAL RETAIL

AG-5 uses include land uses solely associated with the sale of agricultural products grown exclusively on the site. The sale of products grown or otherwise produced off-site shall not be permitted within on-site agricultural retail operations and such activity constitutes retail sales as a commercial land use. Packaging and equipment used to store, display, package or carry products for the convenience of the operation or its customers (such as egg cartons, baskets, containers, and bags) shall be produced off-site.

The following regulations apply to On-site Agricultural Retail uses:

- (1) Shall meet the accessory structure regulations as detailed in *TABLE II-2: LOT AND STRUCTURE REGULATIONS* and *TABLE II-3: HEIGHT REGULATIONS*.
- (2) A minimum of one parking space shall be required for every 200 square feet of product display area.
- (3) Said structure and fencing shall be located a minimum of 100 feet from any residentially-zoned property.

(VI) AG-6: COMMUNITY GARDEN

AG-6 uses are areas of no more than one acre in areas that are managed and maintained by a group of individuals to grow and harvest food crops or non-food crops (e.g., flowers). A community garden area may be divided into separate garden plots for cultivation by one or more individuals or may be farmed collectively by members of the group. Community gardens may be principal or accessory uses.

ARTICLE IV. CITY-WIDE SITE DESIGN REGULATIONS

SECTION 4.01 UTILITY SERVICE REGULATIONS

The city requires municipal utility service connections for development on any parcel. In addition, the city permits solar and wind installations per Wis. Stats. s. 66.0401.

SECTION 4.02 INTERSECTION VISIBILITY REGULATIONS

(a) APPLICABILITY

This section's intersection visibility regulations apply to all districts except U-CO and U-DT. They do not apply to structures permitted within the right-of-way by the government, such as traffic signs or utility structures.

(b) VISIBILITY TRIANGLES ESTABLISHED

The city establishes an imaginary visibility triangle at all streets' intersections. No property owner may erect, place, plant, or allow any object, structure, or vegetation to exist between thirty (30) inches and eight (8) feet

above the elevation of the center point of the street intersection within the defined visibility triangle.

(c) VISIBILITY TRIANGLES DEFINED

The city forms intersection visibility triangles by creating two lines that begin at the point of intersection of the subject lot's street lot lines. These lines extend 20 feet along each street lot line away from the point of intersection. A third connecting line completes the triangle.

SECTION 4.03 SIGN REGULATIONS

(a) PURPOSE AND INTENT

This section provides sign regulations that preserve the right of free speech and expression; avoid excessive levels of visual clutter or distraction that are potentially harmful to traffic and pedestrian safety, property values, business opportunities, and community appearance; and ensure that signs are well-constructed, maintained, and expressive of the identity of individual activities and the community.

(b) COMPLIANCE

No person shall locate, erect, move, reconstruct, extend, enlarge, convert, or structurally alter any sign without conforming to the provisions of this Section and a sign permit, unless exempted from sign permit requirements under (C) or (G).

(c) EXEMPTIONS

The city exempts the following signs from the regulations contained in this Ordinance.

- (1) A sign posted by a governmental agency.
- (2) A sign integrated into or on an automatic teller machine, coin-operated machine, or vending machine.
- (3) Fuel price signs on lots occupied by fueling stations, as required by *WIS. STATS. § 100.18(8)*.
- (4) Street addresses and numbers.
- (5) Murals and other works of art not related by logo, pictorial depiction, or other means to the advertisement of any product or service or the identification of any business. See *SECTION 4.09*.
- (6) Holiday lights and decorations containing no commercial message and displayed during the appropriate time of year.
- (7) Flags, up to a maximum of three per parcel. The length of the hoist side of any flag shall not exceed 20% of the vertical height of the pole. Property owners must fly U.S. flags under protocol established by the U.S. Congress. The City considers any flag that does not meet these requirements a sign subject to the requirements of this Ordinance.

(d) ABANDONED SIGNS

Property owners shall remove all signs, sign messages, and supporting structures, as applicable, when the related use concludes or it is dilapidated beyond repair under the provisions of *WIS. STATS. § 66.0413*.

(e) CONSTRUCTION AND MAINTENANCE

(I) WIND PRESSURE AND DEAD LOAD REQUIREMENTS

Property owners shall design and construct all signs and supporting structures to withstand wind pressure of not less than 40 pounds per square foot of area [1,916.74 Pa] and to receive dead loads as required in the Building Code.

(II) PROTECTION OF THE PUBLIC.

The City permits temporary occupancy of a sidewalk, street, or other public property during the construction, removal, repair, alteration, or maintenance of a sign, provided the applicant ropes off or isolates the temporarily occupied space.

(III) MAINTENANCE

The owner of any sign shall keep the sign and supporting structure in good maintenance and repair, which includes restoring, repainting, or replacing worn or damaged legally existing signage to its original permitted condition. Property owners shall maintain clean, sanitary, and inoffensive conditions, free and clear of all obnoxious substances, rubbish, and weeds.

(IV) CONSTRUCTION

Property owners shall construct all sign elements in materials resistant to rust, rot, or other degradation. They shall also attach all sign elements to support structures or adjacent buildings using methods approved by the Building Inspector.

(V) PROHIBITED ATTACHMENT AREAS

No property owner may attach, fasten, or anchor any sign element to any fire escape, ladder, or standpipe. No sign element may hinder or prevent ingress or egress through any door, window, or fire escape, or hinder or prevent the Fire Department from raising or placing ladders against a building.

(VI) ELECTRICAL PERMITS

Signs with electrical wiring require a separate electrical permit from the Building Inspector. No property owner may serve any sign with electricity via overhead electrical wiring.

(VII) UNMOVABLE BASE

If the Zoning Administrator approves a sign with external illumination, the property owner shall mount the illumination fixture on a permanent, unmovable base to prevent the fixture from tampering redirection from its permitted configuration.

(f) GENERAL PROVISIONS

(I) SIGNS RESEMBLING OTHER SIGNS

No sign shall resemble, imitate, or approximate the shape, size, form, or color of railroad or traffic signs, signals, or devices, and shall not obstruct or interfere with the effectiveness of railroad or traffic signs, signals, or devices.

(II) OBSTRUCTING SIGNS

No property owner shall locate a sign that obstructs or interferes with traffic visibility, nor illuminate it in a way that causes glare or impairs driver visibility upon public ways.

(III) ILLUMINATED SIGNS

Property owners may illuminate signs provided they, other than public traffic control signs, have no elements that flash, blink, rotate, or pulsate. All illuminated signage must meet [SECTION 4.08](#). The City shall not consider signs that include changeable copy reader boards and Electronic Message Boards (EMBs) flashing or pulsating signs, provided they comply with all other applicable ordinances.

(g) SIGNS PERMITTED WITHOUT A PERMIT

The City permits the following signs without a permit.

(I) SALE, LEASE, OR RENT SIGNAGE

The City permits temporary freestanding or wall signs on properties or buildings for sale, lease, or rent not exceeding 24 square feet in area and nine feet in height. Such signs shall meet the minimum accessory structure setbacks or nine feet, whichever is less. No person shall place a temporary sign in a public right-of-way. The property owner shall remove all sale, lease, or rent signage within 10 days after selling, leasing, or renting the property.

(II) CONSTRUCTION SIGNAGE

When it is subject to an active building permit, each property may contain up to 32 square feet of temporary signage. Building permit placards and other government-ordered signage do not count towards this allowance.

(III) UNIVERSAL TEMPORARY SIGNAGE

The City permits one temporary freestanding sign, not exceeding six square feet for R-3 uses or 32 square feet for all other uses, provided that no such signs exceed four feet in height or lie within a public right-of-way. The City limits universal temporary signage to no more than 30 days, three times in any calendar year. Common examples of temporary signage include yard sales, congratulatory postings, or notices of gatherings. The City regulates commercial sandwich boards within [4.03\(H\)\(IV\)](#).

(IV) SMALL PERMANENT WALL SIGNAGE

The City permits small permanent wall signage that is mounted flush against a building and does not exceed two square feet in area.

(V) INTERIOR AND WINDOW SIGNAGE

The City permits interior and inside-window signs for viewing from inside or outside the building, provided that such signs cover or obscure no more than 40% of the window's area.

(VI) RECOGNITION OF HISTORIC STRUCTURES, SITES, AND DISTRICTS

When a historic structure, site, or district has been properly designated, the commission, in cooperation with the property owner, may prepare and erect, at city expense, a suitable plaque declaring that such property is a historic structure, site, or district.

(VII) ELECTION CAMPAIGN SIGNS

As provided in *WIS. STATS. § 12.04*, the City permits election campaign signs subject to the following requirements:

- (1) No person may erect an election campaign sign before the first day of the election campaign period as defined in the Wisconsin Statutes. The property owner shall remove any election campaign sign within 10 days following the election.
- (2) Election campaign signs shall not exceed 11 square feet in area unless the person affixes the sign to a permanent structure, does not extend beyond the perimeter of the structure, and does not obstruct a window, door, fire escape, ventilation shaft, or other area required by the City to remain unobstructed.
- (3) No person shall place any election campaign sign within a public right-of-way nor so close to a pedestrian way as to hinder or endanger safe passage.

(h) SIGNS PERMITTED WITH A PERMIT

Table IV-1 Sign Regulations

Sign Type	Number Allowed	Sign Area (Maximum)	Sign Height (Maximum, feet)	Where Allowed
Ground	1 per street yard	1 square foot per linear foot of lot frontage	10	Street yard
Wall	No maximum so long as the total square feet of signage per façade does not exceed 1 square foot per linear foot of building façade		N/A	Street-facing building façade
Projecting	1 per business	12 square feet	N/A	Within 6 feet of entrance
Wayfinding	No limit	6 square feet	5	No limit
Sandwich Board	1 per building, business, or tenant space as applicable	12 square feet	4	Street yard or public sidewalk within 10 feet of business entrance

(I) GROUND SIGNS

1) SETBACKS

Property owners must set ground signs back from the right-of-way a distance equal to their height.

2) GROUPING OF USES

Property owners may group multiple uses within a single property on a single sign.

(II) WALL SIGNS

1) PROJECTIONS ABOVE THE ROOF LINE

Wall signs may not project above the roof line or eaves.

2) PARKING AREA

A façade that faces a customer parking area counts as a street-facing building façade.

(III) PROJECTING SIGNS

1) EXTENSION DISTANCE

Projecting signs may project no more than six feet into the public right-of-way or beyond the face of the street curb, whichever is less.

2) VERTICAL CLEARANCE

Projecting signs must have a minimum vertical clearance of at least eight feet above the ground surface.

(IV) SANDWICH BOARD SIGNS

Property owners must remove sandwich board signs from any sidewalk by 2:30 AM.

(i) SIGNS PROHIBITED IN ANY DISTRICT

The City prohibits the following signs.

- (1) Off-premise advertising signs (e.g. billboards).
- (2) Abandoned Signs
- (3) A vehicle or trailer used exclusively as a sign or advertising device. No person shall park any such vehicle or trailer on a public right-of-way, public property, or private property to be visible from a public right-of-way. This provision does not prohibit vehicle signs customarily attached, lettered, or painted on a vehicle or trailer to identify the ownership or function of the vehicle.
- (4) Signs whose content violates any laws or regulations, including but not limited to the obscenity provisions of Chapter 944 of the Wisconsin Statutes.
- (5) Signs painted, attached, or affixed to trees or other living vegetation.
- (6) Permanent corrugated plastic signs and other materials intended for interior use.

(j) SIGN MEASUREMENTS

(I) SIGNABLE AREA

The city designates a building's signable area as the facade area up to the roof line, free of windows and doors or major architectural details on which people may display signs. In computing the signable area, a person may utilize any facade that faces or abuts a public right-of-way. Calculations may include parapet walls, but shall exclude door and window openings.

(II) MEASURING SIGN FACE

1) AREA OF COPY

In calculating the area of a sign to determine whether it meets the requirement of this Ordinance, the Zoning Administrator shall include the sign copy and any border or frame surrounding that copy, but shall exclude supporting posts or foundations from the area calculation.

2) IRREGULAR SHAPES

The Zoning Administrator shall determine the area of irregularly shaped signs or signs containing two or more detached elements by measuring the area of the smallest regular polygon that will encompass all elements of the sign.

3) MULTI-SIDED SIGNS

The Zoning Administrator shall use the area of only one side of a multi-sided sign if the sides are less than or equal to 30° from parallel to each other. If the sides are greater than 30° from parallel, the Zoning Administrator shall count all sign faces towards the total sign area.

(III) MEASURING SIGN HEIGHT

The Zoning Administrator shall calculate sign height by measuring the vertical distance from the normal grade at the base to the highest point of the sign structure. The Zoning Administrator shall set the normal grade as the lowest of:

- (1) The existing grade before construction;
- (2) The newly established grade after construction, excluding any filling, berms, mounds, or excavating solely for locating the sign;
- (3) The average elevation of the property within 100 feet of the sign location; and
- (4) The average between the sign elevation and the centerline elevation of an adjacent public right-of-way within 100 feet of the sign location.

SECTION 4.04 ARCHITECTURAL REGULATIONS

(a) PURPOSE AND SCOPE

The city intends for this section to implement the urban design recommendations of the comprehensive plan by preserving and enhancing the historical and visual aesthetic qualities of the city, and by achieving a consistent, visually pleasing image for various portions of the city. This section governs the site design and

appearance of development within the city, ensuring consistency with sound land use, urban design, and economic development principles. These regulations apply to all uses except R-3 uses.

(b) BUILDING FAÇADES

(I) HORIZONTAL EMPHASIS

Architects may combine building wall materials on each façade with visually heavier materials (stone, concrete) generally placed below the lighter ones (glass, wood). Architects may apply materials vertically to delineate corners, differentiate tenants, monument entrances, or other similar limited applications if the total square feet of the vertical material on upper stories does not exceed the total linear feet of building façade.

(II) REQUIRED MATERIALS

Architects must utilize the following materials to finish an exterior façade: brick masonry; stone or cast stone; concrete; cementitious siding; wood siding; vinyl siding, in Suburban districts only; glass, not including spandrel or covered glass products which prohibit all light from entering the building; architectural metal panels; or stucco, not including EIFS or other faux stucco products.

(III) ACCESSORY BUILDING MATCHING

Accessory buildings visible from a public right-of-way must match the architectural style and major building materials of the principal building.

(IV) URBAN DISTRICT DESIGN REGULATIONS

Architects shall design buildings in urban districts to match the historical and aesthetic design of urban buildings by incorporating features such as recessed door openings, first-floor glass storefronts with knee walls, dimensional fenestrations and finishes, cornices, transom areas, and proportional upper-story windows.

(c) ALTERNATIVE COMPLIANCE

Architects may apply for alternative compliance from the regulations of this section per [SECTION 4.10](#).

SECTION 4.05 HISTORIC PRESERVATION REGULATIONS

(a) PURPOSE AND INTENT

The city declares that the protection, enhancement, perpetuation, and use of improvements or sites of special character, architectural interest, historic interest, or value is a public necessity. The city requires it in the interest of the people's health, prosperity, safety, and welfare. This section's purpose includes the protection, enhancement, and preservation of such improvements, sites, and districts which represent or reflect elements of the city's cultural, social, economic, political, and architectural history; safeguarding the city's historic, prehistoric, and cultural heritage, as embodied and reflected in such historic

structures, sites, and districts; stabilizing and improving property values; enhancing the visual and aesthetic character of the city; and protecting and enhancing the city's attractions to residents, tourists, and visitors, and serve as a support and stimulus to business industry.

(b) HISTORIC STRUCTURE, HISTORIC SITE, AND HISTORIC DISTRICT DESIGNATION CRITERIA

The city may designate a historic structure, historic site, or historic district on any site, natural or improved, including any building, improvement, or structure located thereon, or any area of particular historic architectural, archeological, or cultural significance to the city, such as historic structures, sites, or districts that exemplify or reflect the broad cultural, political, economic or social history of the nation, state or community; are identified with historic personages or with important events in national, state or local history; embody the distinguishing characteristics of an architectural type or specimen inherently valuable for a study of a period, style, method of construction, or of indigenous materials or craftsmanship; represent the notable work of a master builder, designer, or architect who influenced their age; or yielded, or may be likely to yield, information important to prehistory or history. The City shall follow the designation procedures documented in Article II-V-8 of the Code of Ordinances.

(c) CERTIFICATE OF APPROPRIATENESS REQUIRED

No person shall reconstruct, alter, demolish, or improve any exterior part of a historic structure, site, or district unless the Historic Preservation Commission grants a Certificate of Appropriateness for that work, per the process and standards documented in Article II-V-8 of the Code of Ordinances. The building inspector shall not permit such work without a Certificate of Appropriateness.

(d) ORDINARY MAINTENANCE AND REPAIRS

People may undertake ordinary maintenance and repairs without a Certificate of Appropriateness provided that the work repairs existing features of a historic structure or site or replaces elements of a structure with pieces identical in appearance, does not change the exterior appearance of the structure or site, and does not require the issuance of a building permit.

SECTION 4.06 PARKING AND ACCESS REGULATIONS

(a) PURPOSE

The regulations of this section help protect the public health, safety, and general welfare by promoting economically viable and beneficial land use and providing flexible methods of responding to the transportation and access demands of various land uses in different areas of the City.

(b) APPLICABILITY

The regulations of this section apply to all zoning districts and uses, including new uses and development, changes of use, and building enlargements or enhancements.

(c) BICYCLE PARKING

(I) GENERAL DESIGN

1) LOCATION

Property owners must locate bicycle parking spaces in areas readily visible by the public or building users, except for long-term spaces in secure areas accessible only to employees, staff, or residents.

2) ACCESSIBILITY

Property owners must locate bicycle parking spaces in areas accessible without climbing stairs, going up or down a slope of more than 12%, and via a route on the property designed to minimize conflicts with motor vehicles and pedestrians.

3) CLEARANCE

Property owners must locate bicycle parking spaces in areas with at least two feet of clearance surrounding the spaces.

4) SIZE

Property owners must provide bicycle parking spaces with a minimum dimensioned area of two feet wide by six feet long, with at least seven feet of overhead clearance.

(II) SHORT-TERM BICYCLE PARKING

1) AMOUNT

All uses that employ or house more than 100 people on the same parcel shall provide two short-term bicycle parking spaces plus one additional space for every 20,000 square feet of building floor area.

2) PUBLIC PARKING CREDIT

Property owners shall count existing publicly accessible bicycle parking spaces within 500 feet of the property towards the mandatory parking ratios.

3) LOCATION

Property owners must locate short-term bicycle parking spaces on private property within 75 feet of a building entrance accessible to the public. The Zoning Administrator may approve locations within the public right-of-way.

(d) SIDEWALKS

Property owners must provide pedestrian accommodations, such as sidewalks or multi-use pathways, along all sides abutting a public street unless specifically prohibited, in writing, by the Wisconsin Department of Transportation or Sheboygan County on roadways under their jurisdiction, or unless approved in a development plan or plat prior to the adoption date of this ordinance.

(e) INTERNAL PEDESTRIAN CIRCULATION

Property owners must provide an internal circulation system for pedestrian and nonmotorized travel on all lots except those solely occupied by R-3 uses.

(I) CONNECTION TO PUBLIC SIDEWALKS

The internal pedestrian circulation system must connect the main building entrance to all sidewalks along street frontages abutting the site. Required connections must follow a direct route and not involve significant out-of-direction travel.

(II) INTERNAL CONNECTIONS

The internal pedestrian circulation system must connect all primary buildings on the site and provide connections to other areas used by pedestrians and nonmotorized travel, such as parking areas, bicycle parking, usable open spaces, recreation areas, and similar amenity features.

(III) DESIGN

1) ADA-COMPLIANCE

The internal pedestrian circulation system must comply with The Americans with Disabilities Act.

2) DRIVE-AISLE CROSSINGS

Property owners must clearly differentiate when the internal pedestrian circulation system crosses drive aisles by elevation changes, different paving material, or other equally effective methods of safely accommodating nonmotorized travel, as approved by the Zoning Administrator. Striping alone does not meet this requirement.

3) PARALLEL DESIGN

Property owners must raise the internal pedestrian circulation system at least six inches above the vehicle travel lane surface when it is parallel and adjacent to a motor vehicle travel lane. Alternatively, property owners may separate the system from the vehicle travel lane by a raised curb, bollards, landscaping, or another physical barrier.

(f) ACCESSIBLE PARKING

Property owners must provide accessible parking facilities for persons with disabilities per all applicable state and federal regulations.

(g) USE OF MOTOR VEHICLE PARKING AREAS

Property owners may only park licensed, operable motor vehicles in outdoor off-street motor vehicle parking spaces. They may not work on any motor in any outdoor motor vehicle parking space. They may not use any motor vehicle parking spaces for storing, displaying, or selling any goods or materials unless specifically approved by the Zoning Administrator.

(h) PARKING AREA RATIOS

(I) AMOUNT

Property owners shall provide motor vehicle parking spaces in accordance with the following ratios except in the U-DT District, which does not have a minimum vehicle parking requirement.

Table IV-2 Minimum Vehicle Parking Spaces Required

Uses	Minimum Parking Spaces Required	Maximum Parking Spaces Allowed
R Uses	1.0 per unit	3.0 per unit (1-2-unit structures) 2.0 per unit (3+ unit structures)
B, E, F, H, I, S Uses	1.0 per 1,000 square feet of building area	5.0 per 1,000 square feet of building area
A Uses	1.0 per 1,000 square feet of building area OR 1 per 5 persons at the maximum capacity of the establishment	10.0 per 1,000 square feet of building area OR 1 per 2 persons at the maximum capacity of the establishment
M Uses	2.0 per 1,000 square feet of building area	4.0 per 1,000 square feet of building area
AG Uses	1 space per employee on the largest work shift	1.5 spaces per employee on the largest work shift
HO, O, U Uses	No minimum	No maximum

The Plan Commission may allow for off-street parking totals exceeding the maximum allowed based on a parking analysis that demonstrates the need for extra parking.

(II) PARKING CALCULATIONS

1) ON-STREET PARKING CREDIT

Property owners shall count abutting on-street parking spaces towards the mandatory parking ratios.

2) LONG-TERM BICYCLE PARKING CREDIT

Property owners shall count each six long-term bicycle parking spaces as one motor vehicle parking space towards the mandatory parking ratios.

3) PUBLIC PARKING CREDIT

Property owners shall subtract one mandatory parking space per every four spaces provided in a public parking lot or garage within 1,000 feet of the subject property.

4) OFF-SITE PARKING

Property owners may count private off-site parking spaces owned or rented by the property owner towards the mandatory parking requirements so long as the private parking lies within 1,000 feet of the subject property, is in a zone that permits O-3 uses, and provides the Zoning Administrator legal proof authorizing use of the off-site parking spaces.

5) PROXIMITY TO TRANSIT

On parcels of land which are within 500 feet of a public transit stop with regular, scheduled service, as measured from any point along the lot line, property owners shall subtract two mandatory parking spaces.

6) CAR-SHARE CREDIT

Residential uses which provide car-share parking spaces shall subtract three mandatory parking spaces for each car-share parking space provided, subject to the following regulations:

- (1) The property owner shall provide documentation of an agreement with a car-share provider in a format approved by the City Attorney.
- (2) The car-share parking spaces shall be located on-site, clearly signed and reserved exclusively for car-share vehicles, and be available for use by registered members of a recognized car-share provider.
- (3) If the car-share vehicle is removed or service discontinued, the property owner shall either replace the car-share vehicle within 90 days, or provide the number of parking spaces reduced under this credit.

7) SHARED PARKING

On parcels of land with multiple uses, the property owner shall divide the sum of the total for each use required in (i) by the following ratio to calculate the minimum number of required parking spaces.

Table IV-3 Shared Parking Ratios

	R Uses	B, E, F, H, I, S Uses	A, M Uses	HO, O, U Uses
R Uses	1.0	1.6	1.4	1.0
B, E, F, H, I, S Uses	1.6	1.0	1.4	1.0
A, M Uses	1.4	1.4	1.0	1.0
HO, O, U, AG Uses	1.0	1.0	1.0	1.0

(i) PARKING AREA LAYOUT AND DESIGN

Property owners shall design and lay out all off-street motor vehicle parking areas and drive aisles per this subsection.

(I) LOCATION

Property owners shall place all off-street motor vehicle parking areas behind buildings to the maximum extent feasible.

(II) INGRESS AND EGRESS

Property owners must design all areas serving all uses, except R-3 uses on a local street, to allow vehicles to enter and exit streets and cross public sidewalks in a forward motion. The City Engineer must permit Ingress and Egress per 48-IV.

(III) ALLEY ACCESS

Property owners shall access all parking areas from an alley if the lot has legal access to an alley. Where alley access is impossible, property owners shall prioritize vehicular access to sites from local streets.

(IV) PARKING DIMENSIONS

Property owners shall design all parking spaces to the following dimensions.

Table IV-4: Parking Stall Dimensions

Stall Type	Width (ft)	Length (ft)	Aisle Width (ft)
Standard 90°	9	18	20 (one-way) 24 (two-way)
Angled 45°, 60°	9	18	16 (one-way)
Compact	7.5	15	See Standard or Angled
Accessible (Standard)	8 + 5 (min.) side aisle	18	See Standard or Angled
Accessible (Van)	11 + 5 (min.) side aisle	18	See Standard or Angled
Parallel	8 measured from curb edge	22	10 (one-way) 20 (two-way)
Oversized	12	30	See Standard or Angled

(V) OVERSIZED AND COMPACT SPACES

Property owners may provide oversized or compact spaces with modified sizes as approved by the Zoning Administrator, so long as the total number of spaces is not greater than 50% of the total number of off-street motor vehicle parking spaces.

(VI) DRIVEWAY WIDTH

The maximum width of driveways at the point of connection to the street is 24 feet for two-way travel and 12 feet for one-way travel, unless otherwise approved by the City Engineer or recommended in a Traffic Impact Analysis.

For all driveways providing access to an R-3 use, the following additional standards shall apply:

- (1) Driveways providing access to an R-3 use shall have a minimum width of 10 feet and maximum width of 24 feet.
- (2) Driveways serving an attached garage shall not be located more than 9 feet beyond the outermost edge of the attached garage, as measured along the building façade.
- (3) Vehicles stored on-site shall not be placed in the area located directly in front of a dwelling, not including accessory dwelling units. All on-site vehicle parking or storage visible from the street shall be located only in front of an attached or detached garage, or within a designated driveway.

(VII) NUMBER OF ACCESS POINTS

The City allows each property one vehicular access point. Properties exceeding 150 feet of street frontage shall be allowed a second vehicular access point. The minimum distance between access drives serving the same property shall be 100 feet on 25 miles per hour speed limit streets, 125 feet on 30 miles per hour streets, and 150 feet on streets of 35 miles per hour or more, as measured at the property line.

Additional vehicular access points and exceptions from the above spacing requirements may be allowed for any property, if, in the written opinion of a Wisconsin licensed traffic engineer or the Fire Chief, life safety requires separate ingress and egress or when the use meets the threshold to require a traffic impact analysis per **SECTION 4.06(L)** and the TIA recommends exceptions from City Code.

(VIII) VERTICAL CLEARANCE

Property owners shall provide at least 98 inches of vertical clearance above all parking spaces.

(IX) SURFACING

Property owners shall surface all areas with asphalt, concrete, or other hard, dust-free surfaces approved by the Zoning Administrator.

(X) TANDEM AND STACKED PARKING

Property owners may utilize tandem or stacked parking areas when they assign those spaces to the same dwelling unit.

(XI) CURBS AND BARRIERS

Property owners must provide six-inch curbs and gutters, wheel stops, or other physical barriers for all areas abutting setbacks, landscaped areas, and adjoining property lines. They shall locate all barriers parallel to the protected area and perpendicular to the parking angle at least two feet from the edge of the protected area.

(j) R USE HEAVY VEHICLE PARKING LIMITATIONS

Property owners may only park vehicles over 14,000 pounds gross vehicle weight rating on lots occupied by R uses in a completely enclosed building.

(k) STACKING SPACES

(I) NUMBER REQUIRED

For uses including drive-throughs, property owners must provide at least five stacking spaces before the first service window, one stacking space at each service window and two stacking spaces after the last window.

(II) DIMENSIONS

Stacking spaces must meet the Parallel dimensions of **(I)(IV)**.

(III) BYPASS LANE

Drive-throughs must include a minimum nine-foot-wide bypass lane to allow vehicles to circumvent or leave the stacking lane without waiting for other queued vehicles to exit.

(IV) LOCATION

Property owners must enclose all stacking spaces completely within the subject property. They may not locate them within areas that interfere with access to parking areas, areas that provide ingress and egress to the street, or between the principal building and the street.

(V) PEDESTRIAN ACCESS

Property owners shall design stacking lanes to not obstruct any sidewalk or internal pedestrian circulation system.

(I) TRAFFIC IMPACT ANALYSIS (TIA)

(I) PURPOSE

The purpose of this ordinance is to ensure that development proposals adequately assess impacts on the City's street network; to promote the safe and efficient movement of people and goods; and to provide consistency with Wisconsin Department of Transportation (WisDOT), American Association of State Highway and Transportation Officials (AASHTO), and City of Sheboygan design standards.

(II) APPLICABILITY

Property owners shall provide a TIA when:

1. A development contains more than 25 dwelling units;
2. The City Engineer anticipates a development will generate more than 25 peak hour vehicle trips;
3. A development accesses or is bisected by a state highway or arterial roadway;
4. A development contains a drive-through; or
5. The Department of Public Works believes, due to a history of crashes, safety conflicts, or traffic issues that a TIA is warranted.

(III) REQUIREMENTS

Traffic Impact Analyses shall include, at a minimum:

1. A current traffic count for all adjacent streets and intersections during peak hours.
2. Trip generation estimates for the proposed land use, using ITE rates.
3. Future (design year) traffic volumes, accounting for background growth and proposed site traffic.
4. Phased Years of Completion. If the project involves construction or occupancy in phases, the applicant shall assess the expected roadway, intersection, and land use conditions resulting from major development phases. Phased years of analysis will be determined in coordination with city staff.

5. Level of Service (LOS) calculations for study intersections and roadway segments under current and future conditions.
6. Sight distance analyses at all site access points, in accordance with WisDOT policies.
7. Identification of needed mitigation measures—such as additional turning lanes, signalization, sidewalk extensions, or signage—to maintain acceptable LOS and safety.
8. A phasing plan for any recommendations requiring future roadway or intersection improvements.

(IV) STUDY AREA

Traffic Impact Analyses shall include the following facilities in the study area, unless expanded or modified by the City Engineer:

1. All site access points and intersections adjacent to the proposed site. If the proposed site fronts an arterial or collector street, the analysis shall address:
 1. All intersections and driveways along the site frontage, including those serving parcels on the opposite side of the street(s); and
 2. All intersections within 1,000 feet of the proposed site.
2. Roads through and adjacent to the site.
3. Any intersection of two streets, each with a classification of collector or arterial, where site traffic will exceed 20 vehicles during a peak hour.
4. All intersections needed for signal progression analysis.

(V) PEAK HOUR ANALYSIS

1. The traffic impact analysis shall address the weekday a.m. and p.m. peak hours.
2. Depending upon the proposed land use action and the expected trip-generating characteristics of that development, other periods may be specified, either as a substitute for or in addition to the a.m. and p.m. peak hours.
 1. Schools: End of the school day (early afternoon) peak hour.
 2. Churches and worship facilities: Peak period prior to and after worship services.
 3. Restaurants: Midday weekday peak hour.
3. The above list is not necessarily an all-inclusive list of uses for which additional analysis periods are required. The City Engineer shall inform the property owner of additional study periods prior to the start of the traffic impact analysis.

(VI) SUBMITTAL PROCEDURES

1. The TIA shall be submitted concurrently with the project's initial application for preliminary plat, site plan review, or building permit, whichever is first.
2. The TIA shall be prepared by, or under the supervision of, a Professional Engineer (PE) who has a valid Wisconsin PE license/registration and experience in traffic engineering operations. The report must be stamped by the registered Professional Engineer (PE) identified above.
3. Fees for TIA review shall be paid at the time of submittal, as set forth in the City's fee schedule.

(VII) REVIEW AND APPROVAL

1. The Department shall evaluate the TIA within 30 days of receipt and may request additional information or clarifications.
2. If the TIA identifies mitigation measures, the Applicant shall revise the site plan to incorporate those measures or post a performance bond guaranteeing completion.
3. No building permits or occupancy approvals shall be issued until the Department confirms that all required TIA-related improvements are constructed or financially guaranteed.
4. Where the traffic impact analysis indicates that a project may cause off-site public roads, intersections, or interchanges to function below a level of service (LOS) C, the City may deny the application, require a size reduction in the proposed development, and/or require the developer to construct and/or pay for required off-site improvements to achieve a LOS C for a planning horizon of a minimum of ten years assuming full build-out of the site.

(m) LOADING AREAS

Property owners must locate all loading areas designed to receive deliveries, materials, or merchandise on private property except in Urban districts or unless approved by the Zoning Administrator.

(I) ALTERNATIVE COMPLIANCE

Property owners may apply for alternative compliance from the regulations of this section per [SECTION 4.10](#).

SECTION 4.07 LANDSCAPING AND SCREENING REGULATIONS

(a) LANDSCAPING

(I) PURPOSE

The City intends the landscaping and screening sections of this section to maintain and enhance the City's appearance; mitigate adverse impacts of different abutting uses; reduce noise and glare; improve air quality; reduce the negative impacts of stormwater runoff; moderate heat; encourage the preservation of existing landscaping elements; and reestablish plant species native to the City.

(II) APPLICABILITY

These regulations apply to all zones when a property owner adds a new, expands an existing, or reconstructs an existing vehicular use area, outdoor storage area, work area, or trash, recycling, and mechanical equipment area. Reconstruction expressly includes repaving activities that remove and replace; apply an additional surface course; or pulverize and stabilize asphalt paved areas.

(III) EXEMPT USES

The City exempts landscaping areas related to lots occupied by only R-3 uses from these landscaping requirements.

(IV) VEHICULAR USE AREAS

1) STREET FRONTAGE SCREENING

Property owners must screen street frontages using one of the options in [TABLE IV-5](#) from vehicular use areas located outside of a public right-of-way and within 50 feet [15.2 m] of any publicly accessible right-of-way, trail, or pedestrian walkway. The requirements do not apply if there are buildings or other site features that effectively block views of such vehicular use areas.

Table IV-5: Vehicular Use Area Street Frontage Screening Options

Regulation	Option A	Option B	Option C
Minimum width of landscaped area (ft)	10	5	-
Minimum number of Trees and Shrubs per 50 ft	2	2	1
Flowers and Grasses	Remaining landscaped area		
Screening required	-	Ornamental metal fence	Masonry wall
Screening height	Must install and maintain maximum allowed per (b)(ii)1		

2) SIDE AND REAR SCREENING

Property owners must screen side and rear property lines using one of the options of [TABLE IV-6](#) from vehicular use areas located within 25 feet of the side or rear of an adjacent property line. The requirements do not apply if there are buildings or other site features that effectively block views of such vehicular use areas.

Table IV-6: Vehicular Use Area Side and Rear Screening Options

Regulation	Option A	Option B	Option C
Minimum width of landscaped area (ft)	10	5	-
Minimum number of Trees and Shrubs per 50 feet	10	5	-
Flowers and Grasses	Remaining landscaped area		
Screening required	-	Opaque fence or wall	Masonry wall
Screening height	Must install and maintain maximum allowed per (B)(II)1, except for trees.		

(V) OUTDOOR STORAGE AND WORK AREAS

Property owners must screen outdoor storage and work areas using one of the options of [TABLE IV-7](#) when such areas are visible from any publicly accessible right-of-way, trail, pedestrian walkway, or adjacent property. The requirements do not apply if there are buildings or other site features that effectively block views of such outdoor storage and work areas.

Table IV-7: Outdoor Storage and Work Area Screening Options

Regulation	Option A	Option B	Option C
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Minimum width of landscaped area (ft)	20	10	5
Minimum number of Trees and Shrubs per 50 feet	10	5	0
Flowers and Grasses	Remaining landscaped area		
Screening required	-	Opaque fence or wall	Masonry wall
Screening height (ft)	Must install and maintain maximum allowed per (B)(II)1, except for trees.		

(VI) TRASH, RECYCLING, AND MECHANICAL EQUIPMENT AREAS

A) WHEN REQUIRED

Property owners must screen trash, recycling, and mechanical equipment areas using one of the options of [TABLE IV-8](#) that are visible from any publicly accessible right-of-way, trail, pedestrian walkway, or adjacent property. The requirements do not apply if there are buildings or other site features that effectively block views of such trash, recycling, or mechanical equipment areas.

Table IV-8: Trash, Recycling, and Mechanical Equipment Area Screening Options

Regulation	Option A	Option B	Option C
Minimum width of landscaped area (ft)	10	5	-
Minimum number of Trees and Shrubs per 50 linear feet	10	5	-
Flowers and Grasses	Remaining landscaped area		
Screening required	-	Opaque fence or wall	Masonry wall
Screening height (ft)	Must install and maintain maximum allowed per (B)(II)1, except for trees.		

(VII) INTERIOR PARKING LOT LANDSCAPING

1) TREES AND LANDSCAPE AREAS REQUIRED

Property owners must install at least one canopy tree and 100 ft² of landscape area for every four motor vehicle parking spaces or fraction thereof. Trees and landscaped areas used to meet the screening requirements of this section count towards the interior parking lot landscaping requirements.

2) LOCATION AND DISTRIBUTION

Property owners must locate all trees, landscaped areas, and green infrastructure used to meet the requirements of this section within 50 ft of the subject parking area. No portion of a parking area may lie more than 100 ft from a landscaped area or tree.

(VIII) LANDSCAPE AND SCREENING ELEMENTS

1) LANDSCAPED AREAS

Property owners must plant landscaped areas only with the plants listed under [13](#)).

2) MULCH AND ROCK

Property owners may not fill landscaped areas with more than 25% mulch or decorative rock.

3) LAWNS

No mandatory landscaped area may contain non-native lawn grasses.

4) SEED MIXES

Property owners may utilize seed mixes containing species listed under [13](#)); however, those mixes may not contain species not listed.

5) NATIVE HYBRIDS

The Zoning Administrator may approve hybrids of listed native species; but may not approve hybrids of native and non-native species except in circumstances of hybrids to provide disease resistance and only with documentation from a licensed landscape architect or arborist.

6) MANDATORY TREES

The trees listed as mandatory were the predominant species within the City under pre-settlement conditions. Property owners must utilize the species listed as mandatory under [13](#)) for at least 50% of all trees and shrubs required by this section.

7) PLANTING DIVERSITY

No single species may comprise more than 30% of the plantings used to meet the requirements of this section.

8) PLANTING SOIL

Landscaped areas must have healthy noncompact planting soil at least 1.5 ft deep.

9) BERMS

Property owners may use berms in addition to the landscaping and screening elements required by this section, but may not use them in place of any of the required elements.

10) LOCATION WITH FENCES AND WALLS

Property owners must place any fence or wall in the interior-most area of the required landscaping area so that the adjacent property or public views landscaping and then fencing.

11) LOCATION WITH STRUCTURES

Property owners may not place any landscaping elements within five feet of any structure unless otherwise specifically required by this section.

12) PLANT SIZE AT TIME OF PLANTING

Plant type	Minimum Container Size at Time of Planting (gal)	Minimum Height at Time of Planting (ft)	Minimum Caliper Size at Time of Planting (in)
Flowers and grasses	1	1	-
Low shrubs	3	1.5	-
Tall shrubs	3	4	-
Deciduous trees	-	6	2.5
Coniferous trees	-	6	-

13) NATIVE SPECIES LIST

See [Section 5.01](#).

(IX) INSTALLATION AND MAINTENANCE

1) INSTALLATION

Property owners must install all landscaping and screening elements in accordance with an approved landscaping plan and sound nursery practices.

2) PROTECTION FROM VEHICLES

Property owners must protect all landscaped areas perpendicular to vehicular use areas with curbs or wheel stops.

3) ENCROACHMENT INTO RIGHT-OF-WAY

No property owner may place landscaping elements within any public right-of-way or public property without the express permission from the Common Council.

4) MAINTENANCE

Property owners must continuously maintain all landscape areas including necessary watering; weeding; pruning; pest control; litter and debris cleanup; and replacement of dead, diseased, or damaged plant material.

(X) LANDSCAPE PLANS

Property owners shall submit any change to a property's landscaping triggered by this section within a landscaping plan stamped by a landscape architect licensed to practice in the State of Wisconsin. The plan shall describe each individual landscape area and the calculations used for each area to meet the requirements of this section. The plan shall also include a species list, installation instructions, and maintenance standards prescribed by the landscape architect of record.

(XI) ALTERNATIVE COMPLIANCE

Landscape architects may apply for alternative compliance from the regulations of this section per [SECTION 4.10](#).

(b) SCREENING

These regulations apply to all fences, walls, and similar structures intended to screen property or limit access.

(I) PROHIBITED LOCATIONS

Property owners may build screening structures up to the property line, but they may not encroach upon public property or rights-of-way.

(II) GENERAL REGULATIONS**1) MAXIMUM HEIGHT**

Yard	Maximum height (ft)	
Zone	OS, E-N, S-N, U-N	S-CO, U-CO, U-DT, AG, I
Street	4	4
Side and Rear	6	9

2) SIDES

Property owners shall erect fences so the more aesthetically pleasing side faces the adjacent neighbor, public right-of-way, or City-approved private drive.

(III) MATERIALS**1) REQUIRED MATERIALS**

Property owners may construct screening structures of masonry, stone, metal, wood, vinyl, composite material, chain link, or gabions filled with stone material. The Zoning Administrator may approve the use of alternative materials provided that the materials are equivalent in suitability, strength, and durability.

A) MASONRY

Property owners must construct masonry walls of attractive, high-quality, durable-finish materials such as brick, cast stone, decorative block, or stucco over standard concrete masonry blocks. The color, texture, and type of materials used on masonry walls must match or complement the materials used on the principal building on the subject lot.

B) ORNAMENTAL METAL FENCE

Ornamental metal fences must have decorative metal pickets at least 0.75 in wide spaced no farther apart than an average six in on center. Ornamental metal fences may include masonry, stone, or wood piers.

C) OPAQUE FENCES

Opaque fences shall completely obscure the view of the screened area. Property owners may construct an opaque fence of masonry, stone, metal, wood, vinyl or composite material, gabions filled with stone material, chain link with privacy slats, or a combination of such materials.

2) HAZARDOUS MATERIALS

No property owner may install any electrified, barbed wire, razor wire, or any other type of material designed to cause bodily harm except in the Industrial (I) zoning district.

3) BATTERY-POWERED, ALARMED ELECTRIC SECURITY FENCES

Property owners may install battery-powered, alarmed electric security fences per *WIS. STATS. § 66.0440*.

(IV) HEIGHT MEASUREMENT

The City measures the height of screening structures as the vertical distance from the average finished grade on the inside of the fence to the top of the fence or wall. The City measures fences atop walls or landscape features from the average finished grade at the base of the wall or landscape feature. Fence posts, supporting structures, and ornamentation may extend up to 1.0 ft above the maximum fence height limits.

(V) ALTERNATIVE COMPLIANCE

Architects may apply for alternative compliance from the regulations of this section per *SECTION 4.10*.

SECTION 4.08 OUTDOOR LIGHTING REGULATIONS

(a) PREFACE

(I) PURPOSE

The City adopted these outdoor lighting regulations to protect the health and welfare of all residents within the City, enhance its character and quality of life, prevent inappropriate and poorly installed outdoor lighting, reduce lighting conflicts between property owners, prevent the increase of potentially harmful sky glow, and preserve the naturally dark sky for the benefit of residents, visitors, wildlife, and the environment.

(II) APPLICABILITY

This section applies to all sources of outdoor lighting installed or replaced within the City after this ordinance's enactment date. This includes, newly permitted development and construction projects involving homes, dwellings, roadways, public right-of-way, signage, billboards, buildings, facilities, properties, landscape, parking lots, hardscape, non-habitable structures, and monuments.

Existing outdoor lighting lawfully installed prior to this ordinance's enactment date not meeting its requirements are legal and repairable but non-conforming. Property owners may continue to use and maintain all non-conforming Luminaires until one of the following occurs:

- (1) A determination by the Zoning Administrator that an outdoor light source constitutes a hazard to public safety or constitutes a nuisance;
- (2) The property is vacant with no continuous underlying use for more than one year;

- (3) The property owner voluntarily replaces the luminaires; or
- (4) The property owner modifies the underlying site or structure beyond normal maintenance activities.

(III) EXEMPTIONS

1) LAWFUL

Lighting requirements mandated by a legal jurisdiction with broader authority (e.g., federal or state) than the City, including but not limited to:

- (1) Navigational lighting systems regulated by the Federal Aviation Administration and the US Coast Guard.
- (2) Any contradictory building code or Department of Transportation illumination requirements.
- (3) Lighting for worker safety as mandated by the Occupational Safety and Health Administration.

2) SAFETY

Luminaires installed for the benefit of public safety, including but not limited to:

- (1) Security Lighting as determined by the Zoning Administrator.
- (2) Temporary lighting used by authorized first responders during emergency procedures.

3) HISTORIC

Luminaires replicating historical character and lighting effect protected by historical registration, or otherwise permitted by an authority having jurisdiction.

4) PERMITTED

Temporary and semi-permanent lighting approved by municipal permit for special events, festivals, and community benefit, provided the permitted lighting still meets light trespass requirements and does not add further disruption to ecological migration or habitat.

(IV) PROHIBITIONS

- (1) The City prohibits any lighting that distracts or disables the vision of a motor vehicle operator (e.g., excessively bright, or rapid blinking, flashing, and/or motion video) or contributes to traffic control confusion (e.g., sources resembling or imitating traffic or railroad signals).
- (2) Beacons and searchlights, except for emergency use by authorized first responders.

(b) OUTDOOR LIGHTING REQUIREMENTS

(I) GENERAL

1) DISTRIBUTION

Unless otherwise specified in this ordinance, property owners shall fully shield all luminaires emitting more than 1,000 lumens. Those luminaires shall emit no more than 5% of their total lumen output above 80 degrees from nadir. Exceptions are:

- (1) Festoon string lighting where no individual lamp emits more than 50 lumens, and the lumen density of the string is no greater than 25 lumens per foot.

2) TRESPASS

Unless otherwise specified in this ordinance, light trespass shall meet the following:

- (1) Luminaire light sources shall not be visible from federal or state designated wilderness, natural area, habitat, or reserves, and light trespass shall measure no greater than 0.1 lux.
- (2) Light trespass onto waters of the United States or the State of Wisconsin shall measure no greater than 1 lux.
- (3) Light trespass onto residential use property shall measure no greater than 1 lux.
- (4) Light trespass onto all other property and public rights-of-way shall measure no greater than 3 lux.

3) CURFEW

For all non-residential uses, property owners shall extinguish non-essential outdoor lighting, including but not limited to landscape and decorative lighting elements, between 10:00 PM (22:00) and sunrise, or 7:00 AM (7:00), whichever comes earlier. For businesses and events with operating hours later than 10:00 PM (22:00) non-essential outdoor lighting shall be extinguished within one hour after closing.

4) CONTROLS

Luminaires activated by motion detection shall automatically turn off or return to their dimmed state no more than five minutes after they no longer detect activity.

5) SPECTRUM

Unless otherwise specified in this ordinance, the maximum allowable correlated color temperature (CCT) for outdoor luminaires is 3,000 K. To the maximum extent feasible, property owners install the lowest correlated color temperature (CCT) offered by the manufacturer of any given fixture, excluding amber.

(II) SPORTS LIGHTING

The following requirements supplement (i) and shall further regulate outdoor lighting for sports and recreational areas:

- (1) 85% of the lumens generated by sports lighting luminaires shall be confined to within 33 feet or one pole height, whichever is greater, of the playing field or the spectator track or bleacher area, whichever is greater.

- (2) Lighting installations for aerial sports are allowed a maximum of 8% of the total lumen output to be emitted above 80 degrees from nadir.
- (3) When the recommended sports field light level is higher than 100 lux, installed lighting shall not exceed 10% more than the Light Level recommended by the applicable ANSI/IES lighting standard, or a state approved alternate.
- (4) The maximum CCT for outdoor sports lighting should be the lowest possible for the sport, class of play, and viewing audience as defined by the relevant ANSI/IES lighting standard, or state approved alternative, but never exceeding 5,700 K.
- (5) The maximum luminous intensity from any luminaire lighting a sports field shall not exceed 10,000 candelas (cd) as measured along a perimeter that is 150 feet from the edge of the field, at 5 feet above grade.

(III) ILLUMINATED SIGNAGE

The following requirements supplement (i) and shall further regulate outdoor illuminated signage.

- (1) On-premise signage larger than 20 square feet may only be illuminated while the associated business or activity is taking place, and must otherwise extinguish during nighttime hours.
- (2) Illumination for off-premise signage (e.g., advertising billboard) shall not exceed 5 lux at the property line.
- (3) The maximum luminous or illuminated surface area of an individual sign must not exceed 300 square feet.
- (4) Static signage may be illuminated externally, internally, or backlit, provided the light source itself is not directly visible from the public right-of-way or adjacent property.
- (5) External illumination of static signage shall be mounted above the sign and directed downward.
- (6) Illuminated signs shall not exceed a luminance of 100 nits (100 candelas per square meter, cd/m²).
- (7) Electronic signs shall have automatic dimming controls to properly adjust the sign luminance according to ambient conditions, including nighttime. Should an electronic problem prevent normal function, the sign shall default to night-mode or remain unlit.
- (8) Excluding trademark logos, electronic messages shall be positive-contrast (i.e., light-colored fonts and features on a dark background) and shall contain no more than 35% white area within the displayed image.
- (9) Unless otherwise allowed by law or specified within this section, electronic messages shall not change more often than every 8 seconds. Video and motion effects are prohibited.

(C) ADMINISTRATIVE REQUIREMENTS

(I) PERMIT APPLICATION

1) SUBMITTAL

Any site plan submitted for review or any building permit application must contain outdoor lighting plans meeting the following requirements.

A) SCHEDULE METHOD

For renovation and residential use lighting, the outdoor lighting plans shall include a spreadsheet listing the luminaire identifications (i.e., manufacturer, model number, type), luminaire quantities, installation locations, and lumen outputs for each.

B) CALCULATION METHOD

For all project types, but required for sports lighting, the applicant shall submit an outdoor lighting plan, prepared by a certified lighting professional or licensed professional engineer, using lighting design software and luminaire .ies files. This outdoor lighting plan shall include:

- (1) Luminaire identification (model number), installation locations, mounting heights, targeted directions, buildings, and other physical objects within the site that could affect the lighting outcome.
- (2) Site plan and illuminance calculation plots demonstrating conformance with this ordinance, including the sports lighting luminous-intensity light trespass limit.

SECTION 4.09 PUBLIC ART REGULATIONS

(a) PURPOSE

This sections purpose is to encourage and regulate the installation of public art to enhance the character and enrich the civic life of the city. The city acknowledges the complex interplay between art, culture, and first-amendment rights, and specifically encourages public artwork intended to bring the community together through beautifying public spaces.

(b) APPLICABILITY

This section applies to all public art within the City, whether installed on public or private property. This section does not relate to installations with commercial messages intended for advertisement regulated by [SECTION 4.03](#).

(c) NO ENDORSEMENT

The city does not endorse the content of any public art.

(d) PERMIT REQUIRED

No person shall install any public art without first obtaining approval from the Plan Commission and a permit from the Zoning Administrator under this section.

(e) PERMIT APPLICATION MATERIALS

An applicant for a public art permit shall submit the following materials with their application:

- (1) The applicant's name, contact information, studio or place of business, and examples of previous work.

- (2) A site plan showing the location of the proposed artwork with adjacent property lines, buildings, and rights-of-way.
- (3) Graphic representations of the proposed artwork that denote materials, dimensions, and colors.
- (4) A written description of the artwork, including its title, fabrication methods, and thematic intent.
- (5) A written statement of how the proposed artwork complies with the review criteria.
- (6) Evidence of property owner consent.
- (7) Structural documentation by a licensed engineer for any structural or elevated artworks.
- (8) An estimated budget for the fabrication of the artwork.
- (9) A schedule of installation.
- (10) A maintenance plan.

(f) REVIEW CRITERIA

(I) COMPATIBILITY

The proposed artwork should complement the installation site and not dominate the adjacent architecture or streetscape.

(II) SAFETY

The proposed artwork must not create safety hazards, block entrances or pedestrian pathways, create blind spots, or cause any other obstruction to normal public travel.

(III) AESTHETIC VALUE

The proposed artwork should reflect community values, cultural heritage, history, and local identity.

(IV) OUTDOOR LIGHTING

The artwork shall comply with all outdoor lighting regulations of [SECTION 4.08](#).

(V) CONTENT RESTRICTIONS

The proposed artwork may not contain obscene, pornographic, illicit, defamatory, libelous, or otherwise unlawful imagery contrary to city, state, or federal law. The artwork may not contain advertising, corporate logos, or explicit commercial branding.

(VI) DURABILITY

The proposed artwork must be able to withstand weathering, including corrosion, fire safety, vandalism resistance, and structural stability for its intended duration.

SECTION 4.10 ALTERNATIVE COMPLIANCE REGULATIONS

(a) PURPOSE

To accommodate creativity in architectural design and to allow for flexibility in addressing site-specific challenges, the Zoning Administrator may approve alternative compliance plans sealed by an architect, landscape architect, or professional engineer licensed to practice in the State of Wisconsin.

(b) LIMITATIONS

The Zoning Administrator may only approve alternative compliance plans when the zoning chapter identifies.

(c) REQUIRED ALTERNATIVE COMPLIANCE CONDITIONS

To approve alternative compliance, the Zoning Administrator must find that one or more of the following conditions or opportunities are present:

- (1) The subject site has space limitations, an unusual shape or other factors that make strict compliance with applicable architectural regulations impossible or impractical;
- (2) Physical conditions on or next to the site, such as topography, soils, vegetation or existing structures or utilities, are such that strict compliance is impossible, impractical or of no value in terms of advancing the general purposes of this division;
- (3) Safety considerations, such as intersection visibility, utility locations, etc., make alternative compliance necessary; or
- (4) Alternative architectural plans will provide an equal or better means of meeting the intent of this division's regulations.

(d) REQUIRED ALTERNATIVE COMPLIANCE ELEMENTS

To approve alternative compliance the Zoning Administrator must find that the plan includes at least three of the following:

- (1) The inclusion of permeable paving, rain gardens, bioswales, or other sustainable stormwater management practices found in the National Association of City Transportation Officials Urban Street Stormwater Guide or other designs from nationally recognized organizations;
- (2) The inclusion of site amenities that, paired with scoring sheets and applications, qualify for sustainable development certifications from national recognized organizations such as the International Code Council, the U.S. Green Building Council, the International Living Future Institute, the U.S. Green Building Initiative or SITES;
- (3) The inclusion of safety-focused street design elements such as those found within the National Association of City Transportation Officials Urban Street Design Guide;
- (4) The development of the parcel meets economic development objectives set by the city in Tax Incremental Financing District Project Plans or other formally adopted policies;
- (5) The plans include a unique design from a renowned architect which the Plan Commission believes will generate tourism from the architectural design itself, not the underlying use; or
- (6) The inclusion of amenities specifically referenced in an element of the Comprehensive Plan or other city-adopted development plan.

ARTICLE V. APPENDICES

SECTION 5.01 ABBREVIATIONS

The abbreviations in this chapter are intended to have the following meanings:

Table V-1: Abbreviations

Abbreviation	Term
Ac	Acre
AG	Agricultural (zoning district)
CC	Central Commercial (zoning district)
db	Decibel
E-N	Estate Neighborhood (zoning district)
ER-1	Estate Residential (zoning district)
FAR	Floor Area Ratio
ft.	Foot
GSA	Gross Site Area
GSR	Green Space Ratio
HI	Heavy Industrial (zoning district)
I	Industrial (zoning district)
ISR	Impervious Surface Ratio
LSR	Landscape Surface Ratio
max.	Maximum
MBS	Maximum Building Size
MGD	Maximum Gross Density
min.	Minimum
MH	Maximum Height
MLA	Maximum Lot Area
MR-8	Mixed Residential-8 (zoning district)
MSA	Minimum Site Area
NA	Not Applicable
NC	Neighborhood Commercial (zoning district)
NO	Neighborhood Office (zoning district)
NR-6	Neighborhood Residential-6 (zoning district)

NDA	Net Developable Area
Nonres	Nonresidential
OS	Open Space (zoning district)
PPUD	Pre-Planned Unit Development (zoning district)
PDD	Planned Development District
RA-35ac	Rural Agricultural (zoning district)
Res	Residential
RPA	Resource Protection Area
S-CO	Suburban Corridor (zoning district)
S-N	Suburban Neighborhood (zoning district)
SC	Suburban Commercial (zoning district)
SI	Suburban Industrial (zoning district)
SO	Suburban Office (zoning district)
SR-3	Suburban Residential-3 (zoning district)
SR-5	Suburban Residential-5 (zoning district)
s.f.	Square Feet
U-CO	Urban Corridor (zoning district)
U-DT	Urban Downtown (zoning district)
U-N	Urban Neighborhood (zoning district)
UC	Urban Commercial (zoning district)
UI	Urban Industrial (zoning district)
UR-12	Urban Residential-12 (zoning district)
8-	Eight or fewer
9+	Nine or more
16+	16 or more
#F	Number of floors
<	Less than
>	Greater than

SECTION 5.02 DEFINITIONS

The following words, terms, and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

(A) TERMS BEGINNING WITH "A"

(I) ABUTTING

Having a common border with or being separated from such common border by an alley or easement.

(II) ACCESS, PRIMARY

A means of vehicular approach, i.e., entry to or exit from a property, street or highway.

(III) ACCESS, SECONDARY

A means of vehicular or nonvehicular approach, entry to, or exit from property from a source other than a public street or highway.

(IV) ACCESSORY USE OR STRUCTURE

A use or structure subordinate to, serving, and customarily incidental to the principal use or structure on the same lot.

(V) ACRE

An area totaling 43,560 square feet.

(VI) ADDITION

Any walled and roofed expansion to the perimeter or height of a building in which the addition is connected by a common load-bearing wall. Any walled and roofed addition which is connected by a firewall or is separated by independent perimeter load-bearing walls and is new construction.

(VII) ADJACENT

Being located directly across a right-of-way from, or abutting, a separate lot.

(VIII) ALLEY

A public right-of-way usually of reduced width which affords a secondary means of access to abutting property.

(IX) AMBIENT NOISE

The level of all of the encompassing noise associated with a given environment in the absence of the specific noise source being regulated, being usually a composite of sounds from many sources near and far. Ambient noise shall be measured at the property line of the noise source being regulated.

(X) ANIMAL UNIT

A measure which represents a common denominator for the purpose of defining a husbandanry or intensive agricultural land use. The animal unit measure relates to

the carrying capacity of one acre of land and is related to the amount of feed various species consume, and the amount of waste they produce. The following table indicates the number of common farm species which comprise a single animal unit:

Table V-2: Animal Units

Type of Livestock	Number of Animals per Animal Unit
Cattle, Bison	1
Horse, mule, donkey, burro	1
Horse (34 inches or less at withers)	2
Swine	2
Mink and similar fur-bearing animals	2
Ostrich	2
Goats, sheep, llama, alpaca	2
Poultry	20
Rabbits	20
Bees	No AU limit

(I) ANSI

American National Standards Institute

(II) ANSI/IES LIGHTING STANDARDS

Applicable outdoor lighting standards and metrics including:

1. RP-2: outdoor retail spaces
2. RP-6: outdoor sports and recreational areas
3. RP-7: outdoor industrial areas
4. RP-8: roadway and parking facilities
5. RP-40: port terminals
6. RP-43: outdoor pedestrian areas

(III) A.L.A.N. (ARTIFICIAL LIGHT AT NIGHT)

Light created from human technology, rather than a naturally occurring process. Also known as anthropogenic lighting.

(IV) APPEAL

A means for obtaining review of a decision, determination, order, or failure to act pursuant to the terms of this chapter as expressly authorized by the provisions of [SECTION 1.09](#).

(V) ATTIC

Part of a building which is immediately below and wholly or partly within the roof framing.

(VI) AVERAGE GROUND ELEVATION

The average level of the finished surface of the ground adjacent to the exterior walls of a building or structure.

(B) TERMS BEGINNING WITH "B"

(I) BASE FLOOD

The flood having a one percent chance of being equaled or exceeded in any given year. The 1B00-year flood.

(II) BEDROOM

A room in a residence marketed, designed, or otherwise likely to function primarily for sleeping.

(III) BUFFERYARD

Any permitted combination of distance, vegetation, fencing and berming which results in a reduction of visual and other interaction with an adjoining property.

(IV) BUILDING

A structure built, maintained, or intended for use for the shelter or enclosure of persons, animals, or property of any kind. The term "building" is inclusive of any part thereof. Where independent units with separate entrances are divided by party walls, each unit is a building.

(V) BUILDING ENVELOPE

A component of a group development which conforms to the lot lines of developments which are not group developments, in that required minimum setback distances are measured from the building envelope line.

(VI) BUILDING FRONT

That exterior wall of a building which faces the front lot line of the lot.

(VII) BUILDING HEIGHT

The vertical distance from the average elevation of the adjoining ground level or the established grade to whichever is lower, to the top of the cornice of a flat roof, to the deck line of a mansard roof, to a point of the roof directly above the highest wall of a shed roof, to the uppermost point on a round or other arch type roof, to the mean distance of the highest gable on a pitched or hip roof. Also applies to structures. Accessory structures shall be measured from the top of the slab to the highest part of the roof.

(VIII) BUILDING LINE

A line on a lot, generally parallel to a lot line or road right of way line, located a sufficient distance therefrom to provide the minimum yards required by this chapter. The building line determines the area in which buildings are permitted subject to all applicable provisions of this chapter. The term "building line" is also referred to as a "setback."

(IX) BUILDING, PRINCIPAL

A building in which is conducted, or in which is intended to be conducted, the main or principal use of the lot on which it is located.

(X) BUILDING SEPARATION

The narrowest distance between two buildings. See *Minimum building separation*.

(XI) BUILDING SIZE

The total gross floor area of a building.

(XII) BULK (OF A BUILDING)

The combination of building height, size, and location on a lot.

(XIII) BULKHEAD LINE

A geographic line along a reach of navigable water that has been adopted by a municipal ordinance and approved by the department of natural resources pursuant to Wis. Stats. § 30.11 and which allows limited filling between this bulkhead line and the original ordinary high-water mark, except where such filling is prohibited by the floodway provisions of this chapter.

(C) TERMS BEGINNING WITH “C”**(I) CALIPER**

A measurement of the size of a tree equal to the diameter of its trunk measurement one half foot above natural grade. Used for trees in a nursery setting.

(II) CANDELA (CD)

The unit of measure for luminous intensity.

(III) CANDLEPOWER









The amount of light that will illuminate a surface one foot distant from a light source to an intensity of one footcandle (fc). Maximum (peak) candlepower is the largest amount of candlepower emitted by any lamp, light source, or luminaire.

(IV) CARPORT (LAND USE)

An open sided, roofed vehicle shelter, usually formed by extension of the roof from the side of a building.

(V) CCT (CORRELATED COLOR TEMPERATURE)

The measured color appearance of light emitted by a light source described using a nominal value stated in kelvins (K). Lower CCTs (1800 K to 2200 K) appear very warm or amber. Medium CCTs (2700 K to 3000 K) appear “warm white,” like standard incandescent bulbs. High CCTs (4000 K and higher) appear “cool white” or “blue.”

Amber	Candle	HPS	Warm White	Neutral White	Cool White	Daylight	Blue-Rich
							
Non-White	1800K	2200K	2700K	3000K	4000K	5000K	6500K

(VI) CERTIFICATE OF APPROPRIATENESS

The certificate issued by the historic preservation commission approving alteration, rehabilitation, construction, reconstruction or demolition of a historic structure, historic site or any improvement in a historic district.

(VII) CITY

The City of Sheboygan, County of Sheboygan, State of Wisconsin.

(VIII) CLERESTORY WINDOW

A window in which the lowest glassed area is a minimum of seven feet above the level of the floor located directly under the window.

(IX) CLIMAX TREE

A tree that would occupy the uppermost canopy of a forest in a natural ecological situation. These trees are often referred to as shade trees. Examples include hickory, oak, maple, etc.

(X) COMMERCIAL VEHICLE

Any motor vehicle used for business or institutional purposes or having painted thereon or affixed thereto a sign identifying a business or institution or a principal product or service of a business or institution. Agricultural equipment used as part of a permitted agricultural principal use shall not be considered as a commercial vehicle.

(XI) COMMUNITY CHARACTER

The impression which an area makes in regard to the type, intensity, density, quality, appearance, and age of development.

(XII) COMPREHENSIVE MASTER PLAN

The comprehensive master plan as of 1995 and as subsequently amended.

(XIII) CONSTRUCTION, START OF

The installation of foundation footings or materials for road construction.

(XIV) CORNICE

The topmost projecting portion of the entablature, or top portion, of a building. It also refers to any crowning projection of a building.

(D) TERMS BEGINNING WITH "D"

(I) DECK

A structure that has no roof or walls and is elevated above grade by more than eight inches. Can be attached or detached to the principal structure. If attached, it is required to have main supports and continuous footings below grade by 48 inches and must be raised above grade and must comply with principal setback requirements or as modified by **SECTION 2.05(C)**. If detached, shall be an accessory structure.

(II) DEDICATION

The transfer of property interest from private to public ownership for a public purpose. The transfer may be of fee simple interest or of a less than fee simple interest, including an easement.

(III) DENSITY

A term used to describe the number of dwelling units per acre.

(IV) DEVELOPER

The legal or beneficial owner of a lot or parcel of any land proposed for inclusion in a development, including an optionee or contract purchaser.

(V) DEVELOPMENT

The division of a parcel of land into two or more parcels; the construction, reconstruction, conversion, structural alteration, relocation, or enlargement of any buildings; any use or change in use of any buildings or land; any extension of any use of land; or any clearing, grading, or other movement of land, for which permission may be required pursuant to this chapter.

(VI) DEVELOPMENT PAD

The area of a lot within which site disruption occurs.

(VII) DIRECT ACCESS

A condition of immediate physical connection resulting from adjacency of a road or right of way abutting a property.

(VIII) DRAINAGE

The removal of surface water or groundwater from land by drains, grading, or other means. The term "drainage" also includes the control of runoff, to minimize erosion and sedimentation during and after development, and the means necessary for water supply preservation or prevention or alleviation of flooding.

(IX) DRIPLINE

The outer perimeter edge of a tree canopy as transferred perpendicularly to ground level.

(X) DRYLAND ACCESS

A vehicular access route which is above the regional flood elevation, and which connects land located in the floodplain to land which is outside the floodplain, such as a road with its surface above the regional flood elevation and wide enough to accommodate wheeled vehicles.

(XI) DWELLING

A residential building, or one or more portions thereof occupied or intended to be occupied exclusively for residential purposes, but not including habitation provided in nonresidential uses such as lodging uses and commercial campgrounds.

(XII) DWELLING, ATTACHED

A dwelling which is joined to another dwelling at one or more sides by a party wall or walls.

(XIII) DWELLING, DETACHED

A dwelling surrounded by open space on the same lot.

(XIV) DWELLING UNIT

A room or group of rooms, providing or intended to provide living quarters for not more than one family.

(E) TERMS BEGINNING WITH "E"

(I) EASEMENT

Authorization by a property owner for another party to use, for a specified purpose, any designated part of the property.

(II) ELEVATED BUILDING

A non-basement building built to have its lowest floor elevated above the ground level by means of fill, solid foundation perimeter walls, pilings columns (post and piers), shear walls, or breakaway walls.

(III) ENCROACHMENT

Any fill, structure, building, use, or development in the floodway.

(IV) ENVIRONMENTAL CONTROL FACILITY

Any facility, temporary or permanent, which is reasonably expected to abate, reduce, or aid in the measurement, control, monitoring, required setbacks, or prevention of noise, air, or water pollutants, solid waste or thermal pollution, radiation or other pollutants, including facilities installed principally to supplement or to replace existing property or equipment not meeting or allegedly not meeting acceptable pollution control standards or which are to be supplemented or replaced by other pollution control facilities.

(V) ENVIRONS (OF THE CITY)

The area in which the city exercises extraterritorial powers.

(VI) EROSION

The detachment and movement of soil or rock fragments by water, wind, ice, or gravity.

(VII) ESSENTIAL SERVICES

Facilities that are owned or maintained by public utility companies or public agencies; located in public ways or in easements provided for the purpose, or on a customer's premises and not requiring a private right-of-way; reasonably necessary for the furnishing of adequate water, sewer, gas, electric, communication, or similar services to adjacent customers; and not including any cross-country line or towers.

(VIII) EXTRATERRITORIAL AREA

The area outside of the city limits in which the city exercises extraterritorial powers of land division or zoning review.

(F) TERMS BEGINNING WITH "F"

(I) FAMILY

An individual or two or more persons, each related by blood, marriage, or adoption, living together as a single housekeeping unit; or a group of not more than four persons not so related, maintaining a common household.

(II) FLOOR AREA

The sum of the gross horizontal areas of the several floors of a building, including interior balconies, mezzanines, basements and attached accessory buildings, fitting rooms, stairs, escalators, unenclosed porches, detached accessory buildings utilized as dead storage, heating and utility rooms, inside off-street parking or loading space. Measurements shall be made from the inside of the exterior walls and to the center of interior walls.

(III) FULLY SHIELDED

A luminaire designed or shielded in such a manner that no light is emitted, either directly or indirectly, at or above a horizontal plane running through the lowest light-emitting part of the luminaire.

(G) TERMS BEGINNING WITH "G"

(I) GARAGE (RESIDENTIAL)

A detached accessory building or portion of the principal building, including a carport, used primarily for storing passenger vehicles, trailers, or one truck of a rated capacity not more than 10,000 pounds.

(II) GAZEBO

A detached roofed accessory building, open on all sides, which is used for entertaining.

(III) GENERAL FLOOR PLANS

A graphic representation of the anticipated utilization of the floor area within a building or structure, but not necessarily as detailed as construction plans.

(IV) GLARE

The brightness of a light source which causes eye discomfort.

(V) GREEN INFRASTRUCTURE

Any of the range of measures, devices, or systems that use plant or soil systems, permeable pavement, or other permeable surfaces or substrates, stormwater harvest and reuse, or landscaping to store, infiltrate, or evapotranspire stormwater, thereby reducing discharge to sewer systems or to surface waters. Green infrastructure includes, but the City does not limit it to, rainwater harvesting and reuse, rain gardens, bioretention systems, infiltration basins, underground infiltration fields (note these may be Class V injection wells), planters that are connected to roof drainage, bioswales, permeable pavement, green roofs, and rain barrels.

(VI) GREENHOUSE

A detached glass-enclosed accessory building used for cultivating plants.

(H) TERMS BEGINNING WITH "H"

(I) HABITABLE BUILDING

Any building, or portion thereof, meeting minimum health and sanitary standards, used for human habitation.

(II) HEADER

A brick laid so that the end only appears on the face of the wall, as opposed to a stretcher, which is a brick laid so that the side only appears.

(III) HEARING NOTICE

A notice for a public hearing in a form described by the Wisconsin Statutes, this ordinance, or other regulatory bodies, as applicable.

(IV) HISTORIC DISTRICT

An area designated by the city council on recommendation of the historic preservation commission that contains two or more historic improvements or sites.

(V) HISTORIC SITE

Any parcel of land of historic significance due to a substantial value in tracing the history or prehistory of man, or upon which a historic event has occurred, and which has been designated as a historic site under this section, or an improvement parcel, or part thereof, on which is situated a historic structure and any abutting improvement parcel, or part thereof, used as and constituting part of the premises on which the historic structure is situated.

(VI) HISTORIC STRUCTURE

Any improvement which has a special character or special historic interest or value as part of the development, heritage or cultural characteristics of the city, state or nation and which has been designated as a historic structure pursuant to the provisions of this section.

(I) TERMS BEGINNING WITH “I”

(I) IES (ILLUMINATING ENGINEERING SOCIETY)

An ANSI-recognized Standards Development Organization. ANSI/IES Recommended Practices are universally recognized as authoritative references for lighting applications.

(II) ILLUMINANCE

Measured in lux or foot-candles, the total luminous flux incident at a point on a surface.

(III) IMPERVIOUS AREA

Any land surface that has been compacted or covered with a layer of material so that it is highly resistant to infiltration by rain or melting snow. Impervious areas include but are not limited to all areas covered by structures, roofs, roof overhangs, roof-mounted solar panels, roads, sidewalks, patios, porches, decks, driveways, parking lots, loading docks, and surfaces composed of asphalt, concrete, gravel, crushed stone, or compacted clay. Impervious area shall be measured on a horizontal plane.

Impervious area shall not include decks which maintain gaps between deck boards allowing for water to pass through and where the ground beneath is pervious.

Impervious area shall not include ground-mounted solar panels which are elevated above grade and where the ground beneath is pervious. Any gravel, concrete, compacted surface, support posts, or equipment pads beneath the panels required for installation shall count towards the impervious area.

Impervious area shall not include surfaces or systems that are demonstrated through hydrological studies or manufacturing specifications to infiltrate rain and snowmelt, including but not limited to green roofs and permeable pavement systems. Such systems shall not count towards a site's impervious area only when installed and maintained to preserve infiltration capacity.

(IV) IMPROVEMENT

Any building, structure, place, work of art or other object constituting a physical betterment of real property, or any part of such betterment, including streets, alleys, sidewalks, curbs, lighting fixtures, signs and the like.

(V) INFILL DEVELOPMENT

Development located in areas which are, for the most part, already developed.

(VI) INSTITUTIONAL RESIDENTIAL UNIT

Means a dwelling unit type consisting of an attached, multifamily residence which takes access from a shared entrance or hallway.

(VII) INTENSITY

The amount of gross floor area or landscaped area, on a lot or site, compared to the gross area of the lot or site.

(J) TERMS BEGINNING WITH “J”

(K) TERMS BEGINNING WITH “K”

(I) KICKPLATE

A horizontal area on the facade of a building located between the sidewalk/entrance pavement and the lowest storefront windows.

(L) TERMS BEGINNING WITH “L”

(I) LAKESHORE

Those lands lying within the following distances from the ordinary high-water mark of navigable waters: 1,000 feet from a lake, pond, or flowage; and 300 feet from a river or stream; or to a landward side of the floodplain, whichever distance is the greater. The term "lakeshore" does not include those lands adjacent to farm drainage ditches where:

Such lands are not adjacent to a navigable stream or river;

Those parts of such drainage ditches adjacent to such lands were not navigable streams before ditching or had no previous stream history; and

Such lands are maintained in nonstructural agricultural use.

(II) LAND USE

The type of development or activity occurring on a piece of property.

(III) LANDSCAPED AREA

The area of a site which is planted and continually maintained in vegetation, including grasses, flowers, herbs, garden plants, native or introduced groundcovers, shrubs, bushes, and trees. The term "landscaped area" includes the area located within planted and continually maintained landscaped planters.

(IV) LIGHT LEVEL

The maintained luminance or illuminance value.

(V) LIGHT POLLUTION

ALAN traveling into areas where it is not needed or wanted. This can be in the form of light trespass, glare, or atmospheric sky glow.

(VI) LIGHT TRESPASS

ALAN illuminating past property lines without permission. Unless specified otherwise, light trespass limits are measured at any location along a property line both horizontally at the ground plane facing upward and vertically at 5 ft (1.5 m) above grade with the meter aimed toward the light source in question.

(VII) LIGHTING ZONES

An ANSI/IES/DarkSky system describing the luminous environment and related lighting conditions based on land uses and expected tasks. These range from natural and intrinsically dark zones to very bright zones.

(VIII) LOCAL RESIDENTIAL STREET

A road which primarily serves to collect traffic originating directly from residential driveways and private residential courts and streets.

(IX) LOT

A parcel of land that is undivided by any street or private road; is occupied by, or designated to be developed for, one building or principal use; and contains the accessory buildings or uses customarily incidental to such building, use, or development, including such open spaces and yards as designed and arranged or required by this chapter for such building, use, or development.

(X) LOT AREA

The area contained within the property boundaries of a recorded lot.

(XI) LOT, CORNER

A lot situated at the junction of and abutting on two or more intersection streets, or a lot at the point of deflection in alignment of a continuous street, the interior angle of which does not exceed 135 degrees.

(XII) LOT DEPTH

The mean horizontal distance between the front lot line and the rear lot line of a lot.

(XIII) LOT FRONTAGE

Lot width measured at the street lot line. When a lot has more than one street lot line, lot width shall be measured, and the minimum lot width required by this chapter shall be provided at each such line.

(XIV) LOT, INTERIOR

A lot other than a corner lot.

(XV) LOT LINE

The property line bounding a lot except that where any portion of a lot extends into the public right of way or a proposed public right of way, the line of such public right of way shall be the lot line for applying this chapter.

(XVI) LOT LINE, FRONT

A lot line which abuts a public or private street right of way. In the case of a lot which has two or more street frontages, the lot line along the street from which the structure is addressed shall be the front lot line.

(XVII) LOT LINE, REAR

In the case of rectangular or most trapezoidal shaped lots, that lot line which is parallel to and most distant from the front lot line of the lot. In the case of an irregular, triangular, or gore shaped lot, a line 20 feet in length, entirely within the lot, parallel to and at the maximum possible distance from the front line shall be considered to be the rear lot line. In the case of lots which have frontage on more than one road or street, the rear lot line shall be opposite the lot line along which the lot takes access to a street.

(XVIII) LOT LINE, SIDE

Any boundary of a lot which is not a front lot line, a street side lot line, or a rear lot line.

(XIX) LOT LINE, STREET SIDE

Any lot line which abuts a public or private street right of way which is not the front lot line.

(XX) LOT OF RECORD

A platted lot or lot described in a certified survey map or metes and bounds description which has been approved by the city or county; and has been recorded in the office of the register of deeds.

(XXI) LOT, THROUGH

A lot which has a pair of opposite lot lines abutting two substantially parallel streets (one or more of which may be a portion of a cul de sac). Except for through lots which abut an arterial or nonresidential collector street, through lots shall be prohibited under the provisions of this chapter.

(XXII) LOT WIDTH

The maximum horizontal distance between the side lot lines of a lot, measured parallel to the front lot lines and at the rear of the required front yard. See *Minimum lot width*.

(XXIII) LOWEST FLOOR

The lowest enclosed floor (including basement). Any unfinished or flood resistant enclosure, usable solely for parking vehicles, building access or storage, in an area other than a basement area, is not considered a building's lowest floor, provided that such enclosed area is not built so as to render the structure in violation of the applicable non elevation design requirements of this chapter.

(XXIV) LUMEN (LM)

A unit of measure of the luminous flux of a light source.

(XXV) LUMINAIRE

A complete lighting unit, including the light source, housing, optics, electronics, and other necessary components for the purpose of providing outdoor illumination.

(XXVI) LUMINANCE

The intensity of light emitted from a surface per unit area in a given direction.

(XXVII) LUX (LX)

The SI metric system unit of measure for illuminance.

(M) TERMS BEGINNING WITH “M”

(I) MAINTENANCE GUARANTEE

A guarantee of facilities or work to either ensure the correction of any failures of any improvements required pursuant to this chapter or to maintain same.

(II) MANUFACTURED DWELLING

A dwelling structure or component thereof as defined in Wis. Admin. Code § SPS 320.07 which bears the department of workforce development insignia certifying that it has been inspected and found to be in compliance with Wis. Admin. Code ch. SPS 320, article V.

(III) MANUFACTURED HOME

A dwelling structure or component thereof fabricated in an off-site manufacturing facility after June 15, 1976, for installation or assembly at the building site bearing a HUD label or insignia certifying that it is built in compliance with Federal Manufacturing Housing Construction Standards.

(IV) MASTER PLAN

A plan, map, report, or other document pertaining to the physical development of the city which has been adopted by the city plan commission, as described in Wis. Stats. § 62.23(2) and (3).

(V) MINIMUM FLOOR ELEVATION

The lowest elevation permissible for the construction, erection, or other placement of any floor, including a basement floor.

(VI) MINIMUM LANDSCAPE SURFACE RATIO

The lowest permitted landscape surface ratio.

(VII) MINIMUM LOT AREA (MLA)

The minimum size lot permitted within the specified zoning district and development option.

(VIII) MINIMUM LOT WIDTH

The smallest permissible lot width for the applicable dwelling unit type.

(IX) MINIMUM SETBACK

The narrowest distance permitted from a street, side, or rear property line to a structure, excluding permitted projections.

(X) MINIMUM SITE AREA (MSA)

The minimum gross site area in which the specified development option may occur.

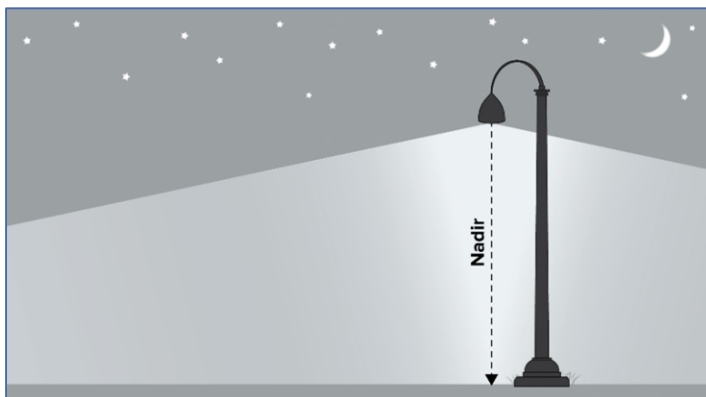
(XI) MOBILE HOME (LAND USE)

A readily transportable factory-built structure, except a manufactured dwelling or manufactured home, intended for human habitation, which by its inherent design may be moved from site to site as necessary; which may have an oversized width for normal traffic allowances and thereby require a special travel permit from state or county highway officials; and which may have its undercarriage removed to facilitate a better location on a slab, piers, or foundation. The removal of the wheels, axles, or other components of the running gear or the mounting of such a structure or vehicle on a foundation or over a basement shall not be deemed to change its status from that of a mobile home. A structure manufactured after June 15, 1976, which is certified and labeled as a manufactured home under 42 USC 5401 to 5406, but which is not set on an enclosed foundation, in the manner described in this section, shall be deemed to be a mobile home under this chapter. Recreational vehicles are not classified as mobile homes and may not be used as a residence. This dwelling unit type may not be split into two or more residences.

(N) TERMS BEGINNING WITH "N"

(I) NADIR

A downward vertical vector directly beneath a luminaire, opposite to zenith.



(II) NATURAL RESOURCE PROTECTION OVERLAY ZONING DISTRICTS

Zoning districts which primarily identify and regulate the disturbance of areas containing protected natural resources.

(III) NAVIGABLE WATER

All natural and manmade inland lakes within the state, and all rivers, streams, ponds, sloughs, flowages, and other waters within the territorial limits of the state, including the Wisconsin portion of boundary waters, which are navigable under state law. For the purposes of this chapter, rivers and streams will be presumed to be navigable if they are designated as either continuous or intermittent waterways on the United States Geological Survey quadrangle maps until such time that the state department of natural resources has made a determination that the waterway is not, in fact, navigable.

(IV) NIGHTTIME HOURS

The time between 10:00 PM (22:00) and sunrise, or 7:00 AM (7:00), whichever comes earlier. For businesses and events with operating hours later than 10:00 PM (22:00) nighttime hours will begin one hour after closing.

(V) NONCONFORMING BUILDING OR STRUCTURE

Any building, or other structure, which is lawfully existing under provisions preceding the effective date of the ordinance from which this chapter is derived, which would not conform to the applicable regulations if the building or structure were to be erected under the provisions of this chapter.

(VI) NONCONFORMING DEVELOPMENT

A lawful development approved under provisions preceding the effective date of the ordinance from which this chapter is derived, which would not conform to the applicable regulations if the development were to be created under the current provisions of this chapter.

(VII) NONCONFORMING USE

An active and actual use of land, building, or structure lawfully existing prior to the effective date of the ordinance from which this chapter is derived, which has continued as the same use to the present and which does not comply with all the applicable regulations of this chapter.

(VIII) NON-ESSENTIAL

Lighting that is not directly associated with the physical safety of motor vehicle and pedestrian threats, including but not limited to: landscape lighting, illuminated signage or advertising after business hours, façade lighting, vacant sports fields, and seasonal lighting.

(IX) NOXIOUS MATTER OR MATERIALS

Material capable of causing injury to living organisms by chemical reaction or is capable of causing detrimental effects on the physical or economic well being of individuals.

(O) TERMS BEGINNING WITH "O"

(I) OFF-PREMISE ADVERTISING SIGN

A sign that advertises, identifies, or directs attention to a business, service, product, activity, event, or message non located on the same premises as the sign. Off-premise advertising signs include billboards.

(II) OFFICIAL MAP

The map adopted by the common council which indicates the existing and proposed location of streets, highways, parks, playgrounds, roads, rights of way, waterways, public transit facilities and other public facilities as authorized by state statute.

(III) ON SITE

Located on the lot in question, except in the context of on site detention, when the term means within the boundaries of the development site as a whole.

(IV) OPACITY

The degree to which vision is blocked by bufferyard. Opacity is the proportion of a bufferyard's vertical plane which obstructs views into an adjoining property.

(V) OPEN SALES LOT

An unenclosed portion of a lot or lot of record where goods are displayed for sale, rent or trade.

(VI) ORDINARY HIGH-WATER MARK

The point on the bank or shore of a body of water up to which the presence and action of surface water is so continuous as to leave a distinctive mark such as by erosion, destruction or prevention of terrestrial vegetation, predominance of aquatic vegetation, or other easily recognized characteristics.

(VII) ORDINARY MAINTENANCE REPAIRS

Work done which is not substantial improvement and is not considered structural repairs, modifications or additions. The term "ordinary maintenance repairs" includes internal and external painting, decorating, paneling, and the replacement of doors, windows, and other nonstructural components. For the purposes of this definition, the term "substantial improvement" is considered to occur when the first alteration of any wall, ceiling, floor, or other structural part of the building commences, whether or not that alteration affects the external dimensions of the structure.

(VIII) OTHER PERMANENTLY PROTECTED GREEN SPACE

Permanently protected green space areas which are not constrained by one of the protected natural resources under article VI of this chapter. Examples include portions of private lots, outlots, or parcels commonly held by a property owners' association (as in a cluster development) which are deed restricted from site disruption.

(IX) OVERLAY ZONING DISTRICT

A zoning district which imposes uniform restrictions on all properties within its area which are in addition to the restrictions specific to the standard zoning districts.

(X) OWNER

The person or persons having the right of legal title to a lot or parcel of land.

(P) TERMS BEGINNING WITH "P"

(I) PERFORMANCE GUARANTEE

A financial guarantee to ensure that all improvements, facilities, or work required by this chapter will be completed in compliance with the chapter, regulations and the approved plans and specifications of a development.

(II) PERFORMANCE STANDARD

Criterion established to control and limit the impacts generated by, or inherent in, uses of land or buildings.

(III) PERMANENTLY PROTECTED GREEN SPACE

An area in which site disruption or development is strictly limited.

(IV) PRINCIPAL USE

Any and all of the primary uses of a property, rather than as an accessory use or a temporary use, per **SECTION 3.03**.

(V) PRIVATE SEWAGE SYSTEM

A sewage treatment and disposal system serving a single structure with a septic tank and soil absorption field located on the same parcel as the structure. The term "private sewage system" also means an alternative sewage system approved by the department of workforce development including a substitute for the septic tank or soil absorption field, a holding tank, a system serving more than one structure, or a system located on a different parcel than the structure.

(VI) PROTECTED NATURAL RESOURCES

Resources such as floodways, floodfringes, floodplain conservancy areas, wetlands, drainageways, woodlands, steep slopes, and lakeshores, which are protected by the provisions of this chapter.

(VII) PUBLIC IMPROVEMENT

Any improvement, facility, or service, together with customary improvements and appurtenances thereto, necessary to provide for public needs such as: streets, roads, alleys or pedestrian walks or paths, storm sewers, flood control improvements, water supply and distribution facilities, sanitary sewage disposal and treatment, public utility and energy services.

(VIII) PUBLIC ART

Original works of visual art intended for visible from public property or the public right-of-way. These works can be permanent or temporary, and include displays such as murals, sculptures, installations, mosaics, and mixed-media pieces.

(IX) PUBLIC SEWER

Includes the city sewer system and other forms of sewer systems approved by the department of natural resources and maintained by a public agency authorized to operate such systems.

(Q) TERMS BEGINNING WITH "Q"

(R) TERMS BEGINNING WITH "R"

(I) RECORDED LOT

See **Lot of record.**

(II) RECREATIONAL VEHICLE

A vehicular unit designed as temporary living quarters for recreational, camping, or travel use which either has its own motive power or is mounted on or drawn by another vehicle. The basic categories are travel trailer, camping trailer, truck camper, or motor home.

(III) RESIDENTIAL COLLECTOR STREET

A collector street serving primarily residential land uses which primarily serves to connect local residential streets to collector or arterial streets.

(IV) RESTRICTIVE, MORE (LESS)

A regulation imposed by this chapter which prohibits or limits development to a greater (lesser) extent or by means of more (less) detailed specifications.

(S) TERMS BEGINNING WITH "S"

(I) SCALE (OF DEVELOPMENT)

The gross floor area, height, or volume of a single structure or group of structures.

(II) SEASONAL LIGHTING

Outdoor or site lighting that is portable, temporary, decorative, and used in connection with holidays and traditions. This includes but is not limited to string lighting, icicle lighting, and lighted inflatables, none of which are intended for general illumination.

(III) SECURITY LIGHTING

Illumination used specifically to protect people, property, and infrastructure from criminal threat.

(IV) SEDIMENTATION

The deposition of soil that has been transported from its site of origin by water, ice, wind, gravity, or other natural means as a result of erosion.

(V) SETBACK

The shortest distance between a building's or structure's exterior, excluding permitted projections, from the nearest point on the referenced lot line.

(VI) SHEET TWO OF OFFICIAL ZONING MAP

The officially adopted map depicting the boundaries of natural resource protection overlay zoning districts. Where this document has not been officially adopted, it shall be compiled by the property owner and approved by city staff from other applicable source maps and on-site analysis as depicted on a detailed site analysis map.

(VII) SHIELDING

A luminaire design, optical intervention, or physical accessory (such as a louver) preventing light emission from traveling into a particular area, angle, or region.

(VIII) SHRUB

A low lying deciduous or evergreen plant.

(IX) SIGN BAND

A horizontal area on the façade of a building located between the transom and the cornice, which is typically opaque and provides a location for signage indicating the name of the establishment.

(X) SILL

A horizontal, lower member or bottom of a door or window casing.

(XI) SKYLIGHT

A window or other paned area located on the ceiling or roof of a structure.

(XII) SOLID FENCE

Any fence which cannot be seen through. Such fences include basketweave fences, stockade fences, plank fences, and similar fences.

(XIII) SPECIAL USE

A land use which must be developed per a set of requirements specifically applying to that use.

(XIV) STANDARD INDUSTRIAL CLASSIFICATION CODE (SIC)

The numeric code for categorizing land uses developed by the U.S. Department of Commerce. SIC codes in this chapter are based on the listing contained within the most recent edition of the manual.

(XV) STANDARD ZONING DISTRICTS

Zoning districts which primarily regulate the use of land, and intensity or density of such use.

(XVI) START OF CONSTRUCTION

The date the building permit is issued, provided the actual start of activity was within four months of the permit date. The actual start of activity means either the first placement of permanent construction of a structure on the site such as the pouring of a slab or footings, the installation of piles, or the construction of columns. Permanent construction does not include land preparation, such as clearing, grading and filling; the installation of streets or walkways; excavation for basement, footings, piers, or foundations; the erection of temporary forms; or the installation on the property of accessory buildings, such as garages or shed not occupied as dwelling units or part of the main structure.

(XVII) STEEP SLOPES

Areas which contain a gradient of 12 percent or greater, equivalent to a 10 ft elevation change in a distance of 83 ft or less, as shown on USGS 7.5 min topographic maps for the city and its environs, as updated by official city topographic maps at a larger scale.

(XVIII) STORY

That portion of a building included between the surface of any floor and the surface of the floor next above; or if there is no floor above, the space between the floor and the ceiling next above. Neither a basement nor a cellar shall be counted as a story.

(XIX) STREET

Any public or private way dedicated or permanently open to pedestrian and vehicular use which is 22 feet or more in width if it exists at the time of enactment of this chapter; and any such public right of way when established after the effective date of the ordinance from which this chapter is derived.

(XX) STRIP DEVELOPMENT

A pattern of land uses typified by nonresidential or multifamily development located along one or both sides of a street which is generally only one lot deep, and which is characterized by many curb cuts, low green space ratios, low landscape surface ratios, high floor area ratios, or low quantities of landscaping, typical of urban commercial developments.

(XXI) STRUCTURE

Anything constructed or erected, the use of which requires a more or less permanent location on the ground or attached to something having a permanent location on the ground, excepting public utility fixtures and appurtenances.

(XXII) SUBSTANDARD LOT

A lot of record which lawfully existed prior to this chapter, which would not conform to the applicable regulations if the lot were to be created under the current provisions of this chapter.

(XXIII) SUBSTANTIAL IMPROVEMENT

Any structural repair, reconstruction, or improvement of a structure, the cost of which equals or exceeds 50 percent of the present equalized assessed value of the structure either before the improvement or repair is started, or if the structure has been damaged, and is being restored, before the damage occurred. The term "substantial improvement" does not, however, include either:

Any project for improvement of a structure to comply with existing state or local health, sanitary, or safety code specifications which are solely necessary to ensure safe living conditions; and

Any alteration of a structure or site documented as deserving preservation by the state historical society or listed on the National Register of Historic Places.

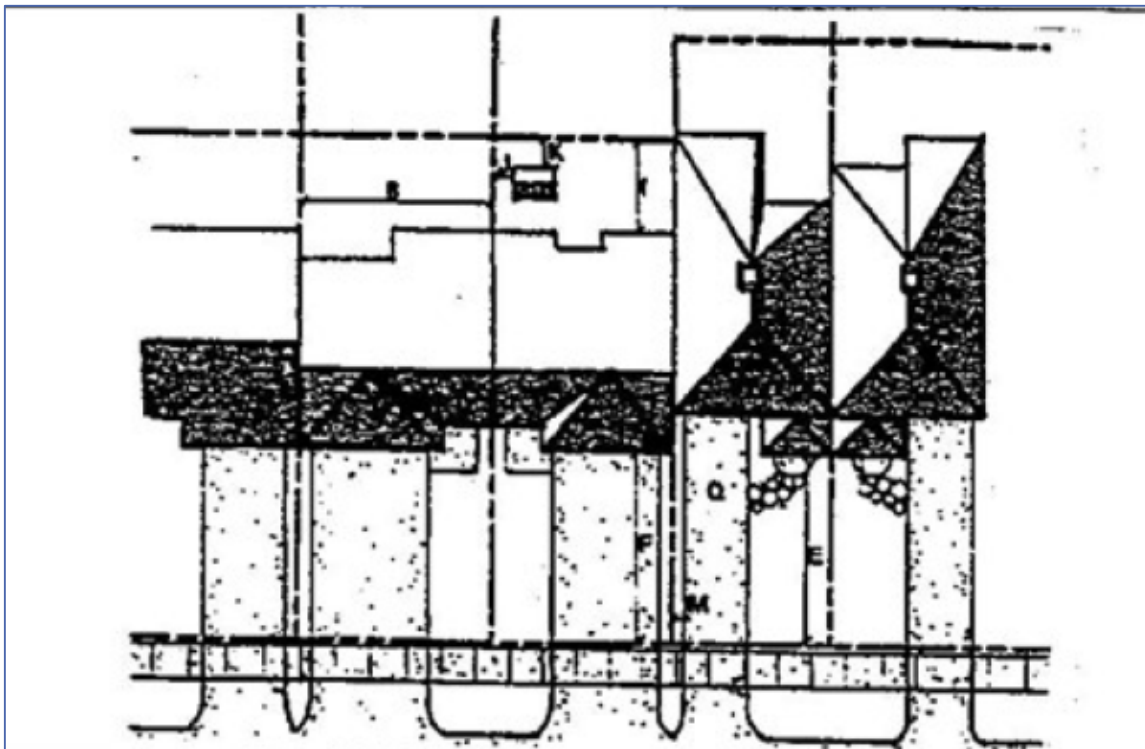
(XXIV) SWALE

A linear depression in land running downhill or having a marked change in contour direction in which runoff would collect and form a temporary watercourse.

(T) TERMS BEGINNING WITH "T"

(I) TOWNHOUSE

A dwelling unit type consisting of an attached, two story, single family residence which has a private, individual access and is located on its own lot or within a group development. This dwelling unit type may not be split into additional residences. A minimum one hour fire rated wall assembly division, separating living areas from the lowest level through the roof, and individual sanitary sewer and public water laterals, are required between each dwelling unit. No more than eight and no less than three townhouse dwelling units may be attached per group. Refer to the illustration below.



(II) TRANSOM

A horizontal bar of stone, wood, or glass across the opening of a door or window.

(U) TERMS BEGINNING WITH "U"

(I) UNNECESSARY HARDSHIP

The circumstance where special conditions affecting a particular property, which were not self-created, have made strict conformity with restrictions governing areas, setbacks, frontage, height or density unnecessarily burdensome or unreasonable in light of the purposes of this chapter.

(II) USE

The purpose or activity for which land or any building thereon is designed, arranged, or intended, or for which it is occupied or maintained.

(III) USE, TEMPORARY

A use that occurs for less than 60 days within a 365 day period.

(V) TERMS BEGINNING WITH “V”

(I) VARIANCE

Permission to depart from the literal requirements of this chapter granted pursuant to [SECTION 1.09](#).

(W) TERMS BEGINNING WITH “W”

(I) WETLANDS

An area where water is at, near, or above the land surface long enough to be capable of supporting aquatic or hydrophytic vegetation and which has soils indicative of wet conditions.

(II) WISCONSIN WETLAND INVENTORY MAP

The maps prepared by the state department of natural resources.

(III) WOODLANDS

Areas of mature climax trees whose combined canopies cover a minimum of 80 percent of an area of one acre or more, as shown on air photos for the city and its environs.

(IV) WORKING DAYS

Monday, Tuesday, Wednesday, Thursday and Friday; excluding holidays granted by the city to its department heads.

(X) TERMS BEGINNING WITH “X”

(Y) TERMS BEGINNING WITH “Y”

(I) YARD

A required open space on a lot, which is unoccupied and unobstructed by a structure from its lowest ground level to the sky, except as expressly permitted in this chapter. A yard shall extend along a lot line and at right angles to such lot line to a depth or width specified in the yard regulations for the district where the lot is located.

(II) YARD, FRONT

A yard extending along the full width of the front lot line between side lot lines and extending from the abutting front street right of way line to a depth required in the yard regulations for the district in which such lot is located.

(III) YARD, REAR

A yard extending along the full width of the rear lot line between the front and rear yards, with a width specified in the yard regulations for the district where the lot is located.

(Z) TERMS BEGINNING WITH “Z”**SECTION 5.03 NATIVE SPECIES LIST**

Common Name	Scientific name	Type	Mandatory or Optional
American Beech	Fagus grandifolia	Trees and Shrubs	Mandatory
Sugar Maple	Acer saccharum	Trees and Shrubs	Mandatory
Basswood	Tilia americana	Trees and Shrubs	Mandatory
Northern Red Oak	Quercus rubra	Trees and Shrubs	Mandatory
White Oak	Quercus alba	Trees and Shrubs	Mandatory
Black Oak	Quercus velutina	Trees and Shrubs	Mandatory
Missouri River Willow	Salix eriocephala	Trees and Shrubs	Optional
Canadian plum	Prunus nigra	Trees and Shrubs	Optional
Chokecherry	Prunus virginiana var. virginiana	Trees and Shrubs	Optional
Pin cherry	Prunus pensylvanica var. pensylvanica	Trees and Shrubs	Optional
Bog birch	Betula pumila	Trees and Shrubs	Optional
Paper birch	Betula papyrifera	Trees and Shrubs	Optional
Yellow birch	Betula alleghaniensis	Trees and Shrubs	Optional
Boxelder	Acer negundo	Trees and Shrubs	Optional
Boxelder	Acer negundo var. negundo	Trees and Shrubs	Optional
Boxelder	Acer negundo var. violaceum	Trees and Shrubs	Optional
Mountain maple	Acer spicatum	Trees and Shrubs	Optional
Red maple	Acer rubrum	Trees and Shrubs	Optional

Prairie crab apple	Malus ioensis var. ioensis	Trees and Shrubs	Optional
Cranberry	Vaccinium macrocarpon	Trees and Shrubs	Optional
Lowbush blueberry	Vaccinium angustifolium	Trees and Shrubs	Optional
Velvetleaf huckleberry	Vaccinium myrtilloides	Trees and Shrubs	Optional
Grey alder	Alnus incana	Trees and Shrubs	Optional
Speckled alder	Alnus incana subsp. rugosa	Trees and Shrubs	Optional
Eastern white pine	Pinus strobus	Trees and Shrubs	Optional
Jack pine	Pinus banksiana	Trees and Shrubs	Optional
Bitternut hickory	Carya cordiformis	Trees and Shrubs	Optional
Shagbark hickory	Carya ovata	Trees and Shrubs	Optional
American elm	Ulmus americana	Trees and Shrubs	Optional
Rock elm	Ulmus thomasii	Trees and Shrubs	Optional
Bigfruit hawthorn	Crataegus macrosperma	Trees and Shrubs	Optional
Cockspur hawthorn	Crataegus crus-galli	Trees and Shrubs	Optional
Dodge's hawthorn	Crataegus dodgei	Trees and Shrubs	Optional
Dotted hawthorn	Crataegus punctata	Trees and Shrubs	Optional
Downy hawthorn	Crataegus mollis	Trees and Shrubs	Optional
Dunbar's hawthorn	Crataegus beata	Trees and Shrubs	Optional
Fanleaf hawthorn	Crataegus flabellata	Trees and Shrubs	Optional
Fireberry hawthorn	Crataegus chrysocarpa	Trees and Shrubs	Optional
Fleshy hawthorn	Crataegus succulenta	Trees and Shrubs	Optional
Fort Sheridan hawthorn	Crataegus apiomorpha	Trees and Shrubs	Optional
Fuller's hawthorn	Crataegus fulleriana	Trees and Shrubs	Optional

Grove hawthorn	Crataegus lucorum	Trees and Shrubs	Optional
Holmes' hawthorn	Crataegus holmesiana	Trees and Shrubs	Optional
Kansas hawthorn	Crataegus coccinioides	Trees and Shrubs	Optional
Pear hawthorn	Crataegus calpodendron	Trees and Shrubs	Optional
Quebec hawthorn	Crataegus submollis	Trees and Shrubs	Optional
Red haw	Crataegus chrysocarpa var. chrysocarpa	Trees and Shrubs	Optional
Rough hawthorn	Crataegus scabrida	Trees and Shrubs	Optional
Roundleaf hawthorn	Crataegus lumarina	Trees and Shrubs	Optional
Scarlet hawthorn	Crataegus pedicellata	Trees and Shrubs	Optional
Schuetze's hawthorn	Crataegus schuetzei	Trees and Shrubs	Optional
Shiningbranch hawthorn	Crataegus corusca	Trees and Shrubs	Optional
Waxyfruit hawthorn	Crataegus pruinosa	Trees and Shrubs	Optional
Dwarf red blackberry	Rubus pubescens var. pubescens	Trees and Shrubs	Optional
American basswood	Tilia americana	Trees and Shrubs	Optional
Black ash	Fraxinus nigra	Trees and Shrubs	Optional
Green ash	Fraxinus pennsylvanica	Trees and Shrubs	Optional
White ash	Fraxinus americana	Trees and Shrubs	Optional
White spruce	Picea glauca	Trees and Shrubs	Optional
American hazelnut	Corylus americana	Trees and Shrubs	Optional
Beaked hazelnut	Corylus cornuta	Trees and Shrubs	Optional
Black walnut	Juglans nigra	Trees and Shrubs	Optional
Alternateleaf dogwood	Cornus alternifolia	Trees and Shrubs	Optional
Gray dogwood	Cornus racemosa	Trees and Shrubs	Optional

Roundleaf dogwood	Cornus rugosa	Trees and Shrubs	Optional
Silky dogwood	Cornus obliqua	Trees and Shrubs	Optional
Allegheny serviceberry	Amelanchier laevis	Trees and Shrubs	Optional
Roundleaf serviceberry	Amelanchier sanguinea	Trees and Shrubs	Optional
Running serviceberry	Amelanchier stolonifera	Trees and Shrubs	Optional
Tamarack	Larix laricina	Trees and Shrubs	Optional
American cranberrybush	Viburnum opulus var. americanum	Trees and Shrubs	Optional
Blackhaw	Viburnum prunifolium	Trees and Shrubs	Optional
Downy arrowwood	Viburnum rafinesqueanum	Trees and Shrubs	Optional
Mapleleaf viburnum	Viburnum acerifolium	Trees and Shrubs	Optional
Eastern hemlock	Tsuga canadensis	Trees and Shrubs	Optional
Hophornbeam	Ostrya virginiana	Trees and Shrubs	Optional
American hornbeam	Carpinus caroliniana	Trees and Shrubs	Optional
Fox grape	Vitis labrusca	Trees and Shrubs	Optional
Riverbank grape	Vitis riparia	Trees and Shrubs	Optional
American witchhazel	Hamamelis virginiana	Trees and Shrubs	Optional
Common hackberry	Celtis occidentalis	Trees and Shrubs	Optional
New Jersey tea	Ceanothus americanus	Trees and Shrubs	Optional
Arborvitae	Thuja occidentalis	Trees and Shrubs	Optional
Black huckleberry	Gaylussacia baccata	Trees and Shrubs	Optional
American black elderberry	Sambucus nigra subsp. canadensis	Trees and Shrubs	Optional
Red elderberry	Sambucus racemosa var. racemosa	Trees and Shrubs	Optional
Atlantic ninebark	Physocarpus opulifolius var. intermedius	Trees and Shrubs	Optional

American fly honeysuckle	Lonicera canadensis	Trees and Shrubs	Optional
Limber honeysuckle	Lonicera dioica	Trees and Shrubs	Optional
Swamp fly honeysuckle	Lonicera oblongifolia	Trees and Shrubs	Optional
Catberry	Ilex mucronata	Trees and Shrubs	Optional
Ohio buckeye	Aesculus glabra	Trees and Shrubs	Optional
Common juniper	Juniperus communis var. depressa	Trees and Shrubs	Optional
Eastern redcedar	Juniperus virginiana var. virginiana	Trees and Shrubs	Optional
Common snowberry	Symphoricarpos albus var. albus	Trees and Shrubs	Optional
Coralberry	Symphoricarpos orbiculatus	Trees and Shrubs	Optional
Russet buffaloberry	Shepherdia canadensis	Trees and Shrubs	Optional
Common buttonbush	Cephalanthus occidentalis	Trees and Shrubs	Optional
Leatherleaf	Chamaedaphne calyculata	Trees and Shrubs	Optional
Burningbush	Euonymus atropurpureus	Trees and Shrubs	Optional
Eastern wahoo	Euonymus atropurpureus var. atropurpureus	Trees and Shrubs	Optional
Blue Ridge carrionflower	Smilax lasioneura	Trees and Shrubs	Optional
Bristly greenbrier	Smilax tamnoides	Trees and Shrubs	Optional
Bog rosemary	Andromeda polifolia	Trees and Shrubs	Optional
American bittersweet	Celastrus scandens	Trees and Shrubs	Optional
Canada yew	Taxus canadensis	Trees and Shrubs	Optional
Common hoptree	Ptelea trifoliata var. trifoliata	Trees and Shrubs	Optional
Kentucky coffeetree	Gymnocladus dioicus	Trees and Shrubs	Optional
Northern bush honeysuckle	Diervilla lonicera	Trees and Shrubs	Optional
Eastern leatherwood	Dirca palustris	Trees and Shrubs	Optional

Creeping snowberry	Gaultheria hispidula	Trees and Shrubs	Optional
Eastern teaberry	Gaultheria procumbens	Trees and Shrubs	Optional
early goldenrod	Solidago juncea	Flowers and Grasses	Optional
giant goldenrod	Solidago gigantea	Flowers and Grasses	Optional
gray goldenrod	Solidago nemoralis var. nemoralis	Flowers and Grasses	Optional
Missouri goldenrod	Solidago missouriensis var. fasciculata	Flowers and Grasses	Optional
showy goldenrod	Solidago speciosa var. speciosa	Flowers and Grasses	Optional
zigzag goldenrod	Solidago flexicaulis	Flowers and Grasses	Optional
Virginia strawberry	Fragaria virginiana subsp. virginiana	Flowers and Grasses	Optional
woodland strawberry	Fragaria vesca	Flowers and Grasses	Optional
woodland strawberry	Fragaria vesca subsp. americana	Flowers and Grasses	Optional
cheerful sunflower	Helianthus xlaetiflorus [pauciflorus x tuberosus]	Flowers and Grasses	Optional
fewleaf sunflower	Helianthus occidentalis	Flowers and Grasses	Optional
fewleaf sunflower	Helianthus occidentalis subsp. occidentalis	Flowers and Grasses	Optional
giant sunflower	Helianthus giganteus	Flowers and Grasses	Optional
Maximilian sunflower	Helianthus maximiliani	Flowers and Grasses	Optional
paleleaf woodland sunflower	Helianthus strumosus	Flowers and Grasses	Optional
sawtooth sunflower	Helianthus grosseserratus	Flowers and Grasses	Optional
stiff sunflower	Helianthus pauciflorus	Flowers and Grasses	Optional
stiff sunflower	Helianthus pauciflorus subsp. pauciflorus	Flowers and Grasses	Optional
stiff sunflower	Helianthus pauciflorus subsp. subrhomboideus	Flowers and Grasses	Optional
thinleaf sunflower	Helianthus decapetalus	Flowers and Grasses	Optional
alpine violet	Viola labradorica	Flowers and Grasses	Optional

arrowleaf violet	<i>Viola sagittata</i>	Flowers and Grasses	Optional
arrowleaf violet	<i>Viola sagittata</i> var. <i>sagittata</i>	Flowers and Grasses	Optional
birdfoot violet	<i>Viola pedata</i>	Flowers and Grasses	Optional
common blue violet	<i>Viola sororia</i>	Flowers and Grasses	Optional
downy yellow violet	<i>Viola pubescens</i>	Flowers and Grasses	Optional
downy yellow violet	<i>Viola pubescens</i> var. <i>pubescens</i>	Flowers and Grasses	Optional
downy yellow violet	<i>Viola pubescens</i> var. <i>scabriuscula</i>	Flowers and Grasses	Optional
longspur violet	<i>Viola rostrata</i>	Flowers and Grasses	Optional
marsh blue violet	<i>Viola cucullata</i>	Flowers and Grasses	Optional
prairie violet	<i>Viola pedatifida</i>	Flowers and Grasses	Optional
sand violet	<i>Viola affinis</i>	Flowers and Grasses	Optional
small white violet	<i>Viola macloskeyi</i>	Flowers and Grasses	Optional
smooth white violet	<i>Viola macloskeyi</i> subsp. <i>pallens</i>	Flowers and Grasses	Optional
sweet white violet	<i>Viola blanda</i>	Flowers and Grasses	Optional
sweet white violet	<i>Viola blanda</i> var. <i>palustriformis</i>	Flowers and Grasses	Optional
common boneset	<i>Eupatorium perfoliatum</i>	Flowers and Grasses	Optional
common boneset	<i>Eupatorium perfoliatum</i> var. <i>perfoliatum</i>	Flowers and Grasses	Optional
lateflowering thoroughwort	<i>Eupatorium serotinum</i>	Flowers and Grasses	Optional
leadplant	<i>Amorpha canescens</i>	Flowers and Grasses	Optional
Bicknell's cranesbill	<i>Geranium bicknellii</i>	Flowers and Grasses	Optional
fall panicgrass	<i>Panicum dichotomiflorum</i> var. <i>dichotomiflorum</i>	Flowers and Grasses	Optional
switchgrass	<i>Panicum virgatum</i> var. <i>virgatum</i>	Flowers and Grasses	Optional
hemlock waterparsnip	<i>Sium suave</i>	Flowers and Grasses	Optional

bog willowherb	<i>Epilobium leptophyllum</i>	Flowers and Grasses	Optional
downy willowherb	<i>Epilobium strictum</i>	Flowers and Grasses	Optional
fringed willowherb	<i>Epilobium ciliatum</i> subsp. <i>ciliatum</i>	Flowers and Grasses	Optional
purpleleaf willowherb	<i>Epilobium coloratum</i>	Flowers and Grasses	Optional
eastern daisy fleabane	<i>Erigeron annuus</i>	Flowers and Grasses	Optional
Philadelphia fleabane	<i>Erigeron philadelphicus</i>	Flowers and Grasses	Optional
Philadelphia fleabane	<i>Erigeron philadelphicus</i> var. <i>philadelphicus</i>	Flowers and Grasses	Optional
prairie fleabane	<i>Erigeron strigosus</i> var. <i>septentrionalis</i>	Flowers and Grasses	Optional
prairie fleabane	<i>Erigeron strigosus</i> var. <i>strigosus</i>	Flowers and Grasses	Optional
robin's plantain	<i>Erigeron pulchellus</i>	Flowers and Grasses	Optional
robin's plantain	<i>Erigeron pulchellus</i> var. <i>pulchellus</i>	Flowers and Grasses	Optional
prairie ironweed	<i>Vernonia fasciculata</i>	Flowers and Grasses	Optional
prairie ironweed	<i>Vernonia fasciculata</i> subsp. <i>fasciculata</i>	Flowers and Grasses	Optional
great St. Johnswort	<i>Hypericum ascyron</i>	Flowers and Grasses	Optional
spotted St. Johnswort	<i>Hypericum punctatum</i>	Flowers and Grasses	Optional
parasol whitetop	<i>Doellingeria umbellata</i>	Flowers and Grasses	Optional
parasol whitetop	<i>Doellingeria umbellata</i> var. <i>umbellata</i>	Flowers and Grasses	Optional
arctic brome	<i>Bromus kalmii</i>	Flowers and Grasses	Optional
earlyleaf brome	<i>Bromus latiglumis</i>	Flowers and Grasses	Optional
fringed brome	<i>Bromus ciliatus</i>	Flowers and Grasses	Optional
fringed brome	<i>Bromus ciliatus</i> var. <i>ciliatus</i>	Flowers and Grasses	Optional
hairy woodland brome	<i>Bromus pubescens</i>	Flowers and Grasses	Optional
hairy evening primrose	<i>Oenothera villosa</i> subsp. <i>villosa</i>	Flowers and Grasses	Optional

little evening primrose	Oenothera perennis	Flowers and Grasses	Optional
meadow evening primrose	Oenothera pilosella subsp. pilosella	Flowers and Grasses	Optional
northern evening primrose	Oenothera parviflora	Flowers and Grasses	Optional
Oakes' evening primrose	Oenothera oakesiana	Flowers and Grasses	Optional
American vetch	Vicia americana subsp. americana	Flowers and Grasses	Optional
Carolina vetch	Vicia caroliniana	Flowers and Grasses	Optional
western brackenfern	Pteridium aquilinum var. latiusculum	Flowers and Grasses	Optional
hybrid cattail	Typha x glauca [angustifolia or domingensis x latifolia]	Flowers and Grasses	Optional
narrowleaf cattail	Typha angustifolia	Flowers and Grasses	Optional
wild quinine	Parthenium integrifolium var. integrifolium	Flowers and Grasses	Optional
largeleaf wild indigo	Baptisia alba var. macrophylla	Flowers and Grasses	Optional
longbract wild indigo	Baptisia bracteata	Flowers and Grasses	Optional
longbract wild indigo	Baptisia bracteata var. leucophaea	Flowers and Grasses	Optional
white wild indigo	Baptisia alba	Flowers and Grasses	Optional
waxy leaf meadow-rue	Thalictrum revolutum	Flowers and Grasses	Optional
Canadian milkvetch	Astragalus canadensis	Flowers and Grasses	Optional
Canadian milkvetch	Astragalus canadensis var. canadensis	Flowers and Grasses	Optional
Cooper's milkvetch	Astragalus neglectus	Flowers and Grasses	Optional
big bluestem	Andropogon gerardii	Flowers and Grasses	Optional
Norwegian cinquefoil	Potentilla norvegica subsp. monspeliensis	Flowers and Grasses	Optional
tall cinquefoil	Potentilla arguta subsp. arguta	Flowers and Grasses	Optional
dwarf lake iris	Iris lacustris	Flowers and Grasses	Optional
Shreve's iris	Iris virginica var. shrevei	Flowers and Grasses	Optional

Virginia iris	<i>Iris virginica</i>	Flowers and Grasses	Optional
prairie cordgrass	<i>Spartina pectinata</i>	Flowers and Grasses	Optional
wingstem	<i>Verbesina alternifolia</i>	Flowers and Grasses	Optional
American mannagrass	<i>Glyceria grandis</i> var. <i>grandis</i>	Flowers and Grasses	Optional
floating mannagrass	<i>Glyceria septentrionalis</i>	Flowers and Grasses	Optional
rattlesnake mannagrass	<i>Glyceria canadensis</i>	Flowers and Grasses	Optional
butterfly milkweed	<i>Asclepias tuberosa</i>	Flowers and Grasses	Optional
butterfly milkweed	<i>Asclepias tuberosa</i> subsp. <i>interior</i>	Flowers and Grasses	Optional
common milkweed	<i>Asclepias syriaca</i>	Flowers and Grasses	Optional
green comet milkweed	<i>Asclepias viridiflora</i>	Flowers and Grasses	Optional
oval-leaf milkweed	<i>Asclepias ovalifolia</i>	Flowers and Grasses	Optional
poke milkweed	<i>Asclepias exaltata</i>	Flowers and Grasses	Optional
purple milkweed	<i>Asclepias purpurascens</i>	Flowers and Grasses	Optional
swamp milkweed	<i>Asclepias incarnata</i>	Flowers and Grasses	Optional
swamp milkweed	<i>Asclepias incarnata</i> subsp. <i>incarnata</i>	Flowers and Grasses	Optional
biennial wormwood	<i>Artemisia biennis</i>	Flowers and Grasses	Optional
field sagewort	<i>Artemisia campestris</i>	Flowers and Grasses	Optional
field sagewort	<i>Artemisia campestris</i> subsp. <i>caudata</i>	Flowers and Grasses	Optional
white sagebrush	<i>Artemisia ludoviciana</i> subsp. <i>ludoviciana</i>	Flowers and Grasses	Optional
red columbine	<i>Aquilegia canadensis</i>	Flowers and Grasses	Optional
hoary verbena	<i>Verbena stricta</i>	Flowers and Grasses	Optional
narrowleaf vervain	<i>Verbena simplex</i>	Flowers and Grasses	Optional
vervain	<i>Verbena xengelmannii</i> [<i>hastata</i> × <i>urticifolia</i>]	Flowers and Grasses	Optional

white vervain	Verbena urticifolia	Flowers and Grasses	Optional
white vervain	Verbena urticifolia var. leiocarpa	Flowers and Grasses	Optional
white vervain	Verbena urticifolia var. urticifolia	Flowers and Grasses	Optional
foxglove beardtongue	Penstemon digitalis	Flowers and Grasses	Optional
hairy beardtongue	Penstemon hirsutus	Flowers and Grasses	Optional
marsh hedgenettle	Stachys palustris	Flowers and Grasses	Optional
smooth hedgenettle	Stachys tenuifolia	Flowers and Grasses	Optional
flowering spurge	Euphorbia corollata	Flowers and Grasses	Optional
bottomland aster	Symphotrichum ontarionis	Flowers and Grasses	Optional
calico aster	Symphotrichum lateriflorum var. lateriflorum	Flowers and Grasses	Optional
common blue wood aster	Symphotrichum cordifolium	Flowers and Grasses	Optional
crookedstem aster	Symphotrichum prenanthoides	Flowers and Grasses	Optional
Drummond's aster	Symphotrichum drummondii var. drummondii	Flowers and Grasses	Optional
hairy white oldfield aster	Symphotrichum pilosum var. pilosum	Flowers and Grasses	Optional
Lindley's aster	Symphotrichum ciliolatum	Flowers and Grasses	Optional
New England aster	Symphotrichum novae-angliae	Flowers and Grasses	Optional
northern bog aster	Symphotrichum boreale	Flowers and Grasses	Optional
Pringle's aster	Symphotrichum pilosum var. pringlei	Flowers and Grasses	Optional
purplestem aster	Symphotrichum puniceum var. puniceum	Flowers and Grasses	Optional
rayless alkali aster	Symphotrichum ciliatum	Flowers and Grasses	Optional
Short's aster	Symphotrichum shortii	Flowers and Grasses	Optional
skyblue aster	Symphotrichum oolentangiense var. oolentangiense	Flowers and Grasses	Optional
smooth blue aster	Symphotrichum laeve var. laeve	Flowers and Grasses	Optional

western silver aster	Symphyotrichum sericeum	Flowers and Grasses	Optional
white heath aster	Symphyotrichum ericoides var. ericoides	Flowers and Grasses	Optional
white panicle aster	Symphyotrichum lanceolatum var. lanceolatum	Flowers and Grasses	Optional
nodding fescue	Festuca subverticillata	Flowers and Grasses	Optional
red fescue	Festuca rubra	Flowers and Grasses	Optional
red fescue	Festuca rubra subsp. rubra	Flowers and Grasses	Optional
downy phlox	Phlox pilosa subsp. fulgida	Flowers and Grasses	Optional
Lapham's phlox	Phlox divaricata subsp. laphamii	Flowers and Grasses	Optional
common sneezeweed	Helenium autumnale	Flowers and Grasses	Optional
common sneezeweed	Helenium autumnale var. autumnale	Flowers and Grasses	Optional
bulblet-bearing water hemlock	Cicuta bulbifera	Flowers and Grasses	Optional
American white waterlily	Nymphaea odorata subsp. tuberosa	Flowers and Grasses	Optional
panicled bulrush	Scirpus microcarpus	Flowers and Grasses	Optional
rufous bulrush	Scirpus pendulus	Flowers and Grasses	Optional
woolgrass	Scirpus cyperinus	Flowers and Grasses	Optional
broadfruit bur-reed	Sparganium eurycarpum	Flowers and Grasses	Optional
clammy groundcherry	Physalis heterophylla var. heterophylla	Flowers and Grasses	Optional
longleaf groundcherry	Physalis longifolia var. longifolia	Flowers and Grasses	Optional
longleaf groundcherry	Physalis longifolia var. subglabrata	Flowers and Grasses	Optional
Virginia groundcherry	Physalis virginiana var. virginiana	Flowers and Grasses	Optional
Michigan lily	Lilium michiganense	Flowers and Grasses	Optional
wood lily	Lilium philadelphicum var. andinum	Flowers and Grasses	Optional
variegated yellow pond-lily	Nuphar lutea subsp. variegata	Flowers and Grasses	Optional

prairie rosinweed	<i>Silphium terebinthinaceum</i> var. <i>terebinthinaceum</i>	Flowers and Grasses	Optional
wholeleaf rosinweed	<i>Silphium integrifolium</i> var. <i>integrifolium</i>	Flowers and Grasses	Optional
arctic rush	<i>Juncus arcticus</i>	Flowers and Grasses	Optional
Dudley's rush	<i>Juncus dudleyi</i>	Flowers and Grasses	Optional
knotted rush	<i>Juncus nodosus</i>	Flowers and Grasses	Optional
knotted rush	<i>Juncus nodosus</i> var. <i>nodosus</i>	Flowers and Grasses	Optional
mountain rush	<i>Juncus arcticus</i> subsp. <i>littoralis</i>	Flowers and Grasses	Optional
northern green rush	<i>Juncus alpinoarticulatus</i>	Flowers and Grasses	Optional
northern green rush	<i>Juncus alpinoarticulatus</i> subsp. <i>nodulosus</i>	Flowers and Grasses	Optional
saltmeadow rush	<i>Juncus gerardii</i>	Flowers and Grasses	Optional
saltmeadow rush	<i>Juncus gerardii</i> var. <i>gerardii</i>	Flowers and Grasses	Optional
triangle orache	<i>Atriplex prostrata</i>	Flowers and Grasses	Optional
brightblue speedwell	<i>Veronica serpyllifolia</i> subsp. <i>humifusa</i>	Flowers and Grasses	Optional
neckweed	<i>Veronica peregrina</i> subsp. <i>peregrina</i>	Flowers and Grasses	Optional
nodding chickweed	<i>Cerastium nutans</i>	Flowers and Grasses	Optional
nodding chickweed	<i>Cerastium nutans</i> var. <i>nutans</i>	Flowers and Grasses	Optional
cinnamon fern	<i>Osmunda cinnamomea</i> var. <i>cinnamomea</i>	Flowers and Grasses	Optional
flat-top goldentop	<i>Euthamia graminifolia</i>	Flowers and Grasses	Optional
flat-top goldentop	<i>Euthamia graminifolia</i> var. <i>graminifolia</i>	Flowers and Grasses	Optional
flatstem pondweed	<i>Potamogeton zosteriformis</i>	Flowers and Grasses	Optional
leafy pondweed	<i>Potamogeton foliosus</i> subsp. <i>foliosus</i>	Flowers and Grasses	Optional
longleaf pondweed	<i>Potamogeton nodosus</i>	Flowers and Grasses	Optional
ribbonleaf pondweed	<i>Potamogeton epihydrus</i>	Flowers and Grasses	Optional

small pondweed	Potamogeton pusillus subsp. pusillus	Flowers and Grasses	Optional
golden tickseed	Coreopsis tinctoria var. tinctoria	Flowers and Grasses	Optional
lanceleaf tickseed	Coreopsis lanceolata	Flowers and Grasses	Optional
fourflower yellow loosestrife	Lysimachia quadriflora	Flowers and Grasses	Optional
tufted loosestrife	Lysimachia thyrsiflora	Flowers and Grasses	Optional
bulbous bittercress	Cardamine bulbosa	Flowers and Grasses	Optional
crinkleroot	Cardamine diphylla	Flowers and Grasses	Optional
cuckoo flower	Cardamine pratensis	Flowers and Grasses	Optional
cuckoo flower	Cardamine pratensis var. pratensis	Flowers and Grasses	Optional
cutleaf toothwort	Cardamine concatenata	Flowers and Grasses	Optional
limestone bittercress	Cardamine douglassii	Flowers and Grasses	Optional
Pennsylvania bittercress	Cardamine pennsylvanica	Flowers and Grasses	Optional
great Indian plantain	Arnoglossum reniforme	Flowers and Grasses	Optional
groovestem Indian plantain	Arnoglossum plantagineum	Flowers and Grasses	Optional
pale Indian plantain	Arnoglossum atriplicifolium	Flowers and Grasses	Optional
widowsfrill	Silene stellata	Flowers and Grasses	Optional
common cowparsnip	Heracleum maximum	Flowers and Grasses	Optional
largeflower yellow false foxglove	Aureolaria grandiflora	Flowers and Grasses	Optional
largeflower yellow false foxglove	Aureolaria grandiflora var. pulchra	Flowers and Grasses	Optional
bluejoint	Calamagrostis canadensis	Flowers and Grasses	Optional
bluejoint	Calamagrostis canadensis var. canadensis	Flowers and Grasses	Optional
lanceleaf figwort	Scrophularia lanceolata	Flowers and Grasses	Optional
fireweed	Chamerion angustifolium	Flowers and Grasses	Optional

fireweed	Chamerion angustifolium subsp. circumvagum	Flowers and Grasses	Optional
little bluestem	Schizachyrium scoparium var. scoparium	Flowers and Grasses	Optional
Allegheny monkeyflower	Mimulus ringens var. ringens	Flowers and Grasses	Optional
creamflower rockcress	Arabis hirsuta var. pycnocarpa	Flowers and Grasses	Optional
hairy rockcress	Arabis hirsuta	Flowers and Grasses	Optional
lyrate rockcress	Arabis lyrata	Flowers and Grasses	Optional
Short's rockcress	Arabis shortii	Flowers and Grasses	Optional
sicklepod	Arabis canadensis	Flowers and Grasses	Optional
smooth rockcress	Arabis laevigata	Flowers and Grasses	Optional
smooth rockcress	Arabis laevigata var. laevigata	Flowers and Grasses	Optional
tower rockcress	Arabis glabra	Flowers and Grasses	Optional
white turtlehead	Chelone glabra	Flowers and Grasses	Optional
Great Plains flatsedge	Cyperus lupulinus	Flowers and Grasses	Optional
Great Plains flatsedge	Cyperus lupulinus subsp. macilentus	Flowers and Grasses	Optional
redroot flatsedge	Cyperus erythrorhizos	Flowers and Grasses	Optional
Schweinitz's flatsedge	Cyperus schweinitzii	Flowers and Grasses	Optional
slender flatsedge	Cyperus bipartitus	Flowers and Grasses	Optional
strawcolored flatsedge	Cyperus strigosus	Flowers and Grasses	Optional
umbrella flatsedge	Cyperus diandrus	Flowers and Grasses	Optional
purplestem angelica	Angelica atropurpurea	Flowers and Grasses	Optional
old man's whiskers	Geum triflorum	Flowers and Grasses	Optional
old man's whiskers	Geum triflorum var. triflorum	Flowers and Grasses	Optional
purple avens	Geum rivale	Flowers and Grasses	Optional

white avens	Geum canadense	Flowers and Grasses	Optional
white avens	Geum canadense var. canadense	Flowers and Grasses	Optional
yellow avens	Geum aleppicum	Flowers and Grasses	Optional
bastard toadflax	Comandra umbellata subsp. umbellata	Flowers and Grasses	Optional
longflower beeblossom	Gaura longiflora	Flowers and Grasses	Optional
common threeseed mercury	Acalypha rhomboidea	Flowers and Grasses	Optional
purple false foxglove	Agalinis purpurea	Flowers and Grasses	Optional
roundstem false foxglove	Agalinis gattingeri	Flowers and Grasses	Optional
slenderleaf false foxglove	Agalinis tenuifolia	Flowers and Grasses	Optional
Texas croton	Croton texensis	Flowers and Grasses	Optional
Texas croton	Croton texensis var. texensis	Flowers and Grasses	Optional
Virginia tephrosia	Tephrosia virginiana	Flowers and Grasses	Optional
feverwort	Triosteum perfoliatum	Flowers and Grasses	Optional
orangefruit horse-gentian	Triosteum aurantiacum	Flowers and Grasses	Optional
orangefruit horse-gentian	Triosteum aurantiacum var. aurantiacum	Flowers and Grasses	Optional
cardinalflower	Lobelia cardinalis	Flowers and Grasses	Optional
Ontario lobelia	Lobelia kalmii	Flowers and Grasses	Optional
palespike lobelia	Lobelia spicata var. spicata	Flowers and Grasses	Optional
Canadian lousewort	Pedicularis canadensis subsp. canadensis	Flowers and Grasses	Optional
swamp lousewort	Pedicularis lanceolata	Flowers and Grasses	Optional
eastern marsh fern	Thelypteris palustris	Flowers and Grasses	Optional
eastern marsh fern	Thelypteris palustris var. pubescens	Flowers and Grasses	Optional
golden zizia	Zizia aurea	Flowers and Grasses	Optional

meadow zizia	Zizia aptera	Flowers and Grasses	Optional
northern purple pitcherplant	Sarracenia purpurea var. purpurea	Flowers and Grasses	Optional
bald spikerush	Eleocharis erythropoda	Flowers and Grasses	Optional
flatstem spikerush	Eleocharis compressa	Flowers and Grasses	Optional
flatstem spikerush	Eleocharis compressa var. compressa	Flowers and Grasses	Optional
needle spikerush	Eleocharis acicularis var. acicularis	Flowers and Grasses	Optional
annual wildrice	Zizania aquatica	Flowers and Grasses	Optional
annual wildrice	Zizania aquatica var. aquatica	Flowers and Grasses	Optional
northern wildrice	Zizania palustris	Flowers and Grasses	Optional
northern wildrice	Zizania palustris var. palustris	Flowers and Grasses	Optional
sideoats grama	Bouteloua curtipendula	Flowers and Grasses	Optional
sideoats grama	Bouteloua curtipendula var. curtipendula	Flowers and Grasses	Optional
Canadian clearweed	Pilea pumila var. pumila	Flowers and Grasses	Optional
blue cohosh	Caulophyllum thalictroides	Flowers and Grasses	Optional
slender cottongrass	Eriophorum gracile	Flowers and Grasses	Optional
slender cottongrass	Eriophorum gracile var. gracile	Flowers and Grasses	Optional
tall cottongrass	Eriophorum angustifolium	Flowers and Grasses	Optional
tall cottongrass	Eriophorum angustifolium subsp. angustifolium	Flowers and Grasses	Optional
thinleaf cottonsedge	Eriophorum viridicarinum	Flowers and Grasses	Optional
tussock cottongrass	Eriophorum vaginatum	Flowers and Grasses	Optional
tussock cottongrass	Eriophorum vaginatum var. spissum	Flowers and Grasses	Optional
Culver's root	Veronicastrum virginicum	Flowers and Grasses	Optional
composite dropseed	Sporobolus compositus var. compositus	Flowers and Grasses	Optional

poverty dropseed	Sporobolus vaginiflorus var. vaginiflorus	Flowers and Grasses	Optional
false boneset	Brickellia eupatorioides	Flowers and Grasses	Optional
false boneset	Brickellia eupatorioides var. corymbulosa	Flowers and Grasses	Optional
marsh seedbox	Ludwigia palustris	Flowers and Grasses	Optional
hairy four o'clock	Mirabilis hirsuta	Flowers and Grasses	Optional
curlycup gumweed	Grindelia squarrosa var. serrulata	Flowers and Grasses	Optional
curlycup gumweed	Grindelia squarrosa var. squarrosa	Flowers and Grasses	Optional
American hogpeanut	Amphicarpaea bracteata	Flowers and Grasses	Optional
scarlet Indian paintbrush	Castilleja coccinea	Flowers and Grasses	Optional
Canada mayflower	Maianthemum canadense	Flowers and Grasses	Optional
threeleaf false lily of the valley	Maianthemum trifolium	Flowers and Grasses	Optional
poverty oatgrass	Danthonia spicata	Flowers and Grasses	Optional
yellow pimpernel	Taenidia integerrima	Flowers and Grasses	Optional
golden ragwort	Packera aurea	Flowers and Grasses	Optional
button eryngo	Eryngium yuccifolium	Flowers and Grasses	Optional
button eryngo	Eryngium yuccifolium var. yuccifolium	Flowers and Grasses	Optional
shrubby cinquefoil	Dasiphora fruticosa	Flowers and Grasses	Optional
shrubby cinquefoil	Dasiphora fruticosa subsp. floribunda	Flowers and Grasses	Optional
white snakeroot	Ageratina altissima	Flowers and Grasses	Optional
white snakeroot	Ageratina altissima var. altissima	Flowers and Grasses	Optional
crested woodfern	Dryopteris cristata	Flowers and Grasses	Optional
Goldie's woodfern	Dryopteris goldieana	Flowers and Grasses	Optional
intermediate woodfern	Dryopteris intermedia	Flowers and Grasses	Optional

Canadian anemone	Anemone canadensis	Flowers and Grasses	Optional
candle anemone	Anemone cylindrica	Flowers and Grasses	Optional
common threesquare	Schoenoplectus pungens var. pungens	Flowers and Grasses	Optional
wild comfrey	Cynoglossum virginianum	Flowers and Grasses	Optional
wild comfrey	Cynoglossum virginianum var. boreale	Flowers and Grasses	Optional
goosefoot cornsalad	Valerianella chenopodiifolia	Flowers and Grasses	Optional
stiff cowbane	Oxypolis rigidior	Flowers and Grasses	Optional
American eelgrass	Vallisneria americana	Flowers and Grasses	Optional
low false bindweed	Calystegia spithamea	Flowers and Grasses	Optional
shortawn foxtail	Alopecurus aequalis	Flowers and Grasses	Optional
shortawn foxtail	Alopecurus aequalis var. aequalis	Flowers and Grasses	Optional
hoary frostweed	Helianthemum bicknellii	Flowers and Grasses	Optional
longbranch frostweed	Helianthemum canadense	Flowers and Grasses	Optional
Ohio goldenrod	Oligoneuron ohioense	Flowers and Grasses	Optional
prairie goldenrod	Oligoneuron album	Flowers and Grasses	Optional
Riddell's goldenrod	Oligoneuron riddellii	Flowers and Grasses	Optional
stiff goldenrod	Oligoneuron rigidum var. rigidum	Flowers and Grasses	Optional
purple giant hyssop	Agastache scrophulariifolia	Flowers and Grasses	Optional
common ladyfern	Athyrium filix-femina	Flowers and Grasses	Optional
subarctic ladyfern	Athyrium filix-femina subsp. angustum	Flowers and Grasses	Optional
softhair marblesed	Onosmodium bejariense var. hispidissimum	Flowers and Grasses	Optional
Fraser's marsh St. Johnswort	Triadenum fraseri	Flowers and Grasses	Optional
Mexican muhly	Muhlenbergia mexicana	Flowers and Grasses	Optional

scratchgrass	Muhlenbergia asperifolia	Flowers and Grasses	Optional
slimflower muhly	Muhlenbergia tenuiflora	Flowers and Grasses	Optional
spiked muhly	Muhlenbergia glomerata	Flowers and Grasses	Optional
ostrich fern	Matteuccia struthiopteris	Flowers and Grasses	Optional
white prairie clover	Dalea candida	Flowers and Grasses	Optional
white prairie clover	Dalea candida var. candida	Flowers and Grasses	Optional
field pussytoes	Antennaria neglecta	Flowers and Grasses	Optional
Parlin's pussytoes	Antennaria parlinii	Flowers and Grasses	Optional
Parlin's pussytoes	Antennaria parlinii subsp. fallax	Flowers and Grasses	Optional
spotted joe pye weed	Eutrochium maculatum	Flowers and Grasses	Optional
spotted joe pye weed	Eutrochium maculatum var. maculatum	Flowers and Grasses	Optional
sweetscented joe pye weed	Eutrochium purpureum	Flowers and Grasses	Optional
rabbit-tobacco	Pseudognaphalium obtusifolium subsp. obtusifolium	Flowers and Grasses	Optional
prairie sandreed	Calamovilfa longifolia	Flowers and Grasses	Optional
prairie sandreed	Calamovilfa longifolia var. magna	Flowers and Grasses	Optional
American searocket	Cakile edentula	Flowers and Grasses	Optional
American searocket	Cakile edentula subsp. edentula	Flowers and Grasses	Optional
American searocket	Cakile edentula var. lacustris	Flowers and Grasses	Optional
skunk cabbage	Symplocarpus foetidus	Flowers and Grasses	Optional
smooth oxeye	Heliopsis helianthoides	Flowers and Grasses	Optional
smooth oxeye	Heliopsis helianthoides var. scabra	Flowers and Grasses	Optional
bluejacket	Tradescantia ohiensis	Flowers and Grasses	Optional
Clayton's sweetroot	Osmorhiza claytonii	Flowers and Grasses	Optional

longstyle sweetroot	<i>Osmorhiza longistylis</i>	Flowers and Grasses	Optional
bloody butcher	<i>Trillium recurvatum</i>	Flowers and Grasses	Optional
nodding wakerobin	<i>Trillium flexipes</i>	Flowers and Grasses	Optional
snow trillium	<i>Trillium nivale</i>	Flowers and Grasses	Optional
whip-poor-will flower	<i>Trillium cernuum</i>	Flowers and Grasses	Optional
Canada wildrye	<i>Elymus canadensis</i>	Flowers and Grasses	Optional
eastern bottlebrush grass	<i>Elymus hystrix</i>	Flowers and Grasses	Optional
eastern bottlebrush grass	<i>Elymus hystrix</i> var. <i>bigeloviana</i>	Flowers and Grasses	Optional
eastern bottlebrush grass	<i>Elymus hystrix</i> var. <i>hystrix</i>	Flowers and Grasses	Optional
hairy wildrye	<i>Elymus villosus</i>	Flowers and Grasses	Optional
slender wheatgrass	<i>Elymus trachycaulus</i> subsp. <i>trachycaulus</i>	Flowers and Grasses	Optional
Virginia wildrye	<i>Elymus virginicus</i>	Flowers and Grasses	Optional
Virginia wildrye	<i>Elymus virginicus</i> var. <i>virginicus</i>	Flowers and Grasses	Optional
Richardson's alumroot	<i>Heuchera richardsonii</i>	Flowers and Grasses	Optional
bluebell bellflower	<i>Campanula rotundifolia</i>	Flowers and Grasses	Optional
marsh bellflower	<i>Campanula aparinoides</i>	Flowers and Grasses	Optional
largeflower bellwort	<i>Uvularia grandiflora</i>	Flowers and Grasses	Optional
common bladderwort	<i>Utricularia macrorhiza</i>	Flowers and Grasses	Optional
bloodroot	<i>Sanguinaria canadensis</i>	Flowers and Grasses	Optional
California poppy	<i>Eschscholzia californica</i>	Flowers and Grasses	Optional
California poppy	<i>Eschscholzia californica</i> subsp. <i>californica</i>	Flowers and Grasses	Optional
American spikenard	<i>Aralia racemosa</i>	Flowers and Grasses	Optional
American spikenard	<i>Aralia racemosa</i> subsp. <i>racemosa</i>	Flowers and Grasses	Optional

wild sarsaparilla	Aralia nudicaulis	Flowers and Grasses	Optional
false melic	Schizachne purpurascens	Flowers and Grasses	Optional
tarweed fiddleneck	Amsinckia lycopsoides	Flowers and Grasses	Optional
closed bottle gentian	Gentiana andrewsii	Flowers and Grasses	Optional
closed bottle gentian	Gentiana andrewsii var. andrewsii	Flowers and Grasses	Optional
plain gentian	Gentiana alba	Flowers and Grasses	Optional
coon's tail	Ceratophyllum demersum	Flowers and Grasses	Optional
dwarf scouringrush	Equisetum scirpoides	Flowers and Grasses	Optional
meadow horsetail	Equisetum pratense	Flowers and Grasses	Optional
scouringrush horsetail	Equisetum hyemale	Flowers and Grasses	Optional
scouringrush horsetail	Equisetum hyemale var. affine	Flowers and Grasses	Optional
smooth horsetail	Equisetum laevigatum	Flowers and Grasses	Optional
variegated scouringrush	Equisetum variegatum	Flowers and Grasses	Optional
variegated scouringrush	Equisetum variegatum var. variegatum	Flowers and Grasses	Optional
water horsetail	Equisetum fluviatile	Flowers and Grasses	Optional
green dragon	Arisaema dracontium	Flowers and Grasses	Optional
Jack in the pulpit	Arisaema triphyllum	Flowers and Grasses	Optional
Jack in the pulpit	Arisaema triphyllum subsp. triphyllum	Flowers and Grasses	Optional
greater yellow lady's slipper	Cypripedium parviflorum var. makasin	Flowers and Grasses	Optional
greater yellow lady's slipper	Cypripedium parviflorum var. pubescens	Flowers and Grasses	Optional
moccasin flower	Cypripedium acaule	Flowers and Grasses	Optional
ram's head lady's slipper	Cypripedium arietinum	Flowers and Grasses	Optional
showy lady's slipper	Cypripedium reginae	Flowers and Grasses	Optional

white lady's slipper	Cypripedium candidum	Flowers and Grasses	Optional
Mexican lovegrass	Eragrostis mexicana	Flowers and Grasses	Optional
Mexican lovegrass	Eragrostis mexicana subsp. mexicana	Flowers and Grasses	Optional
purple lovegrass	Eragrostis spectabilis	Flowers and Grasses	Optional
sandbar lovegrass	Eragrostis frankii	Flowers and Grasses	Optional
teal lovegrass	Eragrostis hypnoides	Flowers and Grasses	Optional
tufted lovegrass	Eragrostis pectinacea var. pectinacea	Flowers and Grasses	Optional
Carolina mosquitofern	Azolla caroliniana	Flowers and Grasses	Optional
Mexican Mosquito Fern	Azolla microphylla	Flowers and Grasses	Optional
whip nutrush	Scleria triglomerata	Flowers and Grasses	Optional
eastern purple coneflower	Echinacea purpurea	Flowers and Grasses	Optional
eastern swamp saxifrage	Saxifraga pensylvanica	Flowers and Grasses	Optional
walking fern	Asplenium rhizophyllum	Flowers and Grasses	Optional
bearded sprangletop	Leptochloa fusca subsp. fascicularis	Flowers and Grasses	Optional
Malabar sprangletop	Leptochloa fusca	Flowers and Grasses	Optional
roundleaf sundew	Drosera rotundifolia var. rotundifolia	Flowers and Grasses	Optional
tobacco root	Valeriana edulis	Flowers and Grasses	Optional
tobacco root	Valeriana edulis var. ciliata	Flowers and Grasses	Optional
American water plantain	Alisma subcordatum	Flowers and Grasses	Optional
northern water plantain	Alisma triviale	Flowers and Grasses	Optional
eastern waterleaf	Hydrophyllum virginianum	Flowers and Grasses	Optional
eastern waterleaf	Hydrophyllum virginianum var. virginianum	Flowers and Grasses	Optional
Canadian waterweed	Elodea canadensis	Flowers and Grasses	Optional

liverleaf wintergreen	Pyrola asarifolia subsp. asarifolia	Flowers and Grasses	Optional
waxflower shinleaf	Pyrola elliptica	Flowers and Grasses	Optional
light poppymallow	Callirhoe alcaeoides	Flowers and Grasses	Optional

City of Sheboygan Planning Commission
City Hall
828 Center Avenue
Sheboygan, WI 53081

Re: Final Draft of Zoning Chapter Rewrite

Mayor Sorenson, Commissioners, and City Staff,

After over a year of collaboration, we are pleased to present you the final draft of a rewritten **Chapter 105: General Zoning** for the city of Sheboygan Code of Ordinances. This draft reorganizes, consolidates, and strengthens the city's land use development regulations in numerous ways. Specifically, the final draft includes the following changes.

1. A reorganized structure is easier to read, navigate, administer, and update to reflect the community's evolving priorities and needs.
2. Simplified administration procedures delegate review authority for day-to-day tasks to staff, focusing Plan Commission agendas on legislative, long-term planning, land division, planned development districts, and other high-level decisions that require public oversight.
3. A reduced reliance on subjective review procedures and conditional uses reduces legal risk associated with recent changes to state laws.
4. Consolidated zoning districts organize the city by intensity, rather than a strict separation of underlying uses, to better consider existing neighborhood context while still allowing the city to grow and adapt naturally over time.
5. Greater flexibility for residential developments, including allowing accessory dwelling units, duplexes, cottage courts, townhomes, and mixed-use buildings in a wider number of situations, also allows local, small-scale, and natural growth to address needed housing.
6. A consolidated use table allows for greater use flexibility within districts, while still regulating businesses most frequently cited as nuisances.
7. Objective site design regulations applied across the city update standards for native-focused landscaping; multi-modal access and parking lot design; dark sky lighting design; high-quality architecture; and similar publicly-visible aspects of development that provide flexibility for property owners while keeping high standards of development city-wide.

Furthermore, since the December 9 Plan Commission meeting, we made the following amendments to the ordinance based on community feedback.

1. Property owners may now build accessory buildings for lots with residential uses up to 24 feet, or the height of the principal building, whichever is shorter, if that accessory building includes a permitted accessory dwelling unit.
2. Development standards have been added for wireless communication towers, mobile home parks, outdoor dining areas.
3. The regulations regarding the administration of historical preservation procedures now lie within this zoning chapter and are unchanged from the city's existing ordinance. Previously, we recommended moving these regulations to a different chapter of the Code of Ordinances to consolidate similar committee descriptions; however, based on feedback from yourselves and the Historic Preservation Commission, they instead remain as-is for further discussion later.

In total, we believe these collective changes will clarify and strengthen Sheboygan's development processes and procedures. Its objective guidelines set meaningful standards for developers to follow and the public to easily understand. Most importantly, it sets a more flexible framework around which the city can discuss future changes to keep Sheboygan's zoning regulations up-to-date for decades to come. We greatly appreciated the city's engaged and supportive mindset throughout this rewrite process, remain available to assist the city implement this ordinance, and look forward to seeing your collective efforts bear fruit for all your businesses and residents.

Very truly yours,

von BRIESEN & ROPER, s.c.

Thor C. Jeppson
Samuel A. Schultz, AICP



January 8th 2026

TO THE MEMBERS OF THE COMMON COUNCIL

I hereby submit this memorandum to formally notify you that I have exercised my authority under Section 2-124 of the Sheboygan Municipal Code to veto General Ordinance 35-25-26.

This ordinance was introduced as part of our broader effort to modernize Sheboygan's outdated zoning code. The intent behind this ordinance is to consolidate committee definitions and responsibilities into a single, centralized location that makes it easier for residents to access important information. This is a goal I fully support. This change should not happen on its own. It should be addressed with the zoning code and be consistent with the broader changes.

While efficiency is important, we must ensure that these updates reflect the needs of the community. Better aligning in this process will allow for more thoughtful consideration of long-term impacts.

The zoning code is a foundational tool for shaping Sheboygan's future progress. Committees play a critical role in this process by providing diverse perspectives and ensuring accountability. For these reasons, I believe it is essential that any changes to committee structures and responsibilities occur in a manner that is clear, collaborative, and well understood by all involved.

My decision to veto this ordinance is not a rejection of modernization, it is a commitment to doing it right. We can create a zoning framework that truly serves our residents and positions Sheboygan for new opportunities. Thank you for your understanding and partnership as we work toward a zoning process that is forward-thinking.

Dutifully,

A handwritten signature in blue ink that reads 'Ryan Sorenson'.

Ryan Sorenson
Mayor
City of Sheboygan

Office of the Mayor

CITY HALL
828 CENTER AVE.
SHEBOYGAN, WI 53081

920-459-3317
www.sheboyganwi.gov

**CITY OF SHEBOYGAN
RESOLUTION 152-25-26**

BY ALDERPERSONS MITCHELL AND PERRELLA.

JANUARY 12, 2026.

A RESOLUTION authorizing the City Attorney's Office to settle the matter of *Chad Pelishek v. City of Sheboygan, et al.*, United States District Court, Eastern District of Wisconsin Case No. 23-CV-1048.

RESOLVED: That the City Attorney's Office is hereby authorized to settle the matter of *Chad Pelishek v. City of Sheboygan, et al.*, United States District Court, Eastern District of Wisconsin Case No. 23-CV-1048, pursuant to the Settlement Agreement, a copy of which is attached hereto.

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

SETTLEMENT AGREEMENT, WAIVER AND RELEASE

This Settlement Agreement and Release (“Agreement”) is made and entered into by and between Chad Pelishek (“Plaintiff”) and the City of Sheboygan (the “City”) on the date subscribed below. All Parties herein may be referred to in this Agreement collectively as the “Parties.”

RECITALS

WHEREAS, Plaintiff was employed by the City for approximately sixteen years;

WHEREAS, Plaintiff filed a lawsuit against the City and Ryan Sorenson, Charles Adams, Emily Rendall-Araujo and others (the “Individual Defendants”; collectively “Defendants”) with the United States District Court for the Eastern District of Wisconsin, Case No. 23-cv-1048 that maintains claims under 42 U.S.C. § 1983 for violations of Plaintiff’s rights under Title VII, United States Civil Rights Act 42 U.S.C. §2000, and 42 U.S.C. § 1983 for violations of his First and Fourteenth Amendment rights (the “Civil Action”);

WHEREAS, the Defendants deny that they violated the law on any basis and the Parties agree that there is no admissions of liability by entering into this Agreement; and

WHEREAS, the Parties have reached an agreement to accomplish such resolution and enter this Agreement to give effect to their agreed resolution.

AGREEMENT

NOW THEREFORE, for and in consideration of the promises of the Parties, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by both Parties, the Parties agree as follows:

1. **Recitals Incorporated.** The foregoing recitals are incorporated as part of this Agreement.
2. **Settlement.** The City does not admit that Defendants have infringed upon Plaintiff’s legal rights, and entry into this Agreement does not constitute any admission or evidence of unlawful conduct. However, in the exercise of its business judgment, to settle all claims Plaintiff may allege against the Defendants, and for other good and valuable consideration as stated herein, the City agrees to pay Plaintiff a total of **One Hundred Thousand Dollars (\$100,000.00)** in full and final settlement of all of Plaintiff’s claims or potential claims against all Defendants, whether known or unknown, from the beginning of time to the date he signs this Agreement, inclusive of attorney’s fees and costs.

As additional consideration for this Agreement and for Plaintiff’s full and final settlement of all of his claims or potential claims against the Defendants as outlined herein, the City agrees not to collect on and will forgo Defendants’ fees/expenses Plaintiff was ordered to pay on March 12, 2025 in the amount of \$8,166.60.

Plaintiff agrees to dismiss all litigation in this matter with prejudice and without further costs and execute any documents that may be required to completely dismiss any and all claims, complaints, or

actions against all Defendants concerning the allegations raised in this civil action contingent on the City's compliance with the terms and payment in this Agreement, including, but not limited to, the approval of this Agreement and the terms therein by the Common Council for the City of Sheboygan.

This Agreement, and the City's ability to enter into it, is entirely contingent upon Common Council approval. If the Common Council does not approve this Agreement, the City has no authority to enter into this Agreement and the Agreement cannot be finalized, does not go into effect in any way and is not enforceable. In the event the Common Council does not approve this Agreement, neither Plaintiff nor the Defendants are obligated under any provision of this Agreement, including but not limited to Plaintiff's waiver of claims and the City's payment of settlement proceeds as outlined below in this Agreement.

3. Allocation of Settlement Proceeds and Tax Treatment. Plaintiff and the City agree and acknowledge that as part of the consideration under this Agreement, the City will pay to Plaintiff the consideration identified above as damages allocated to personal injury. The payment shall be made payable to "Chad Pelishek" and mailed or provided to DeMaster Law LLC, 361 Falls Rd, Ste #610, Grafton, WI 53024.

4. Payment Terms. The City agrees that payment of the settlement amount(s) shall be remitted in full within twenty-one (21) days after approval of the Settlement Agreement by Common Council and receipt of the following documents by Warren E. Buliox, Esq. MWH Law Group LLP, 735 North Water Street, Suite 610, Milwaukee, WI 53202, warren.buliox@mwhlawgroup.com:

- Plaintiff's execution of this Agreement (signed and dated) and full acceptance of all of the terms and conditions of this Agreement, meaning that he must fully execute this Agreement, deliver the same to the Defendants' counsel and refrain from revoking any part of it during the time period noted below in Paragraph 14 of this Agreement;
- Plaintiff's authorization for his Counsel to execute a Joint Stipulated Dismissal With Prejudice (Exhibit A) (not filed by Plaintiff until the City has (1) made payment under these terms, (2) signed this Agreement pursuant to, and following, City of Sheboygan Common Council approval); and
- Signing and delivery of any required IRS tax forms that may be required to facilitate the payments set forth in paragraph 2 of this Agreement.

5. No Future Hire. Plaintiff agrees that he will not knowingly seek or accept employment in the future with or through the City. If, through mistake, inadvertence or otherwise, Plaintiff applies for future employment with the City, then he shall withdraw his application immediately upon notice without any recourse to the City, legal or otherwise, and to the extent that Plaintiff has already been hired for future employment with the City, he will resign immediately upon notice without any recourse to the City, legal or otherwise. This does not preclude Plaintiff from running for elected office. The City agrees that it will not seek to hire Plaintiff in the future.

6. Confidentiality and Joint Statement. To the extent permissible by law, the Parties agree Plaintiff shall keep this settlement confidential. To the extent permissible by law, the Parties further

agree that the City will keep this settlement confidential. The settlement agreement, however, is a publicly disclosable document and nothing in this Agreement shall restrict the City from releasing or discussing it if requested or required to do so. The City's agreement to confidentiality should be limited to City Attorney Liz Majerus and City Administrator Casey Bradley while they are employed by the City and does not impact disclosures related to this agreement required by law or for City operations. This provision shall not be interpreted to prevent City Attorney Majerus or City Administrator Bradley or other City employees from fulfilling their respective duties such as, but not limited to, advising City officials, employees, boards, and commissions; and responding to public records requests. The Parties further agree that any public statement or comments made or released that relate to this Settlement Agreement or this case shall be the following: "After mediation before a federal judge, the parties are pleased that they were able to resolve their dispute amicably and are satisfied with their settlement." The public statement/comment and confidentiality requirements of this Paragraph does not apply to elected officials. The City, however, agrees that it will communicate with current Alders and the current Mayor that its preference is that any communications related to this matter be limited to the statement articulated in this Paragraph. The Parties agree that the public statement provided in this Paragraph shall be the official statement of the City.

7. Tax Obligations. Plaintiff acknowledges that Defendants have made no representations to him regarding the tax consequences of the Settlement Amount. Plaintiff acknowledges that the tax obligations, if any, that may arise out of the Settlement Amount will be sole obligation of Plaintiff. Plaintiff agrees to be liable for all taxes, interest, penalties or the like asserted against him by any taxing authority because of the Settlement Amount and agrees that Defendants have no duty to defend him against any such tax claim, penalty or assessment. Plaintiff further agrees to indemnify and hold Defendants harmless against the same that may be asserted against him by any taxing authority because of the Settlement Amount, including but not limited to, all claims for federal and state income taxes allegedly due and owing on his behalf to any taxing body as a result of the payments made pursuant to this Agreement

8. Mutual Release of All Claims & Liability. The Parties, in consideration of the settlement identified in paragraph 2, for each of themselves, their assigns, executors, successors, heirs, assigns, personal representatives, administrators, and attorneys, do hereby forever irrevocably and unconditionally release and discharge with prejudice each other, and each of their heirs, executors, administrators, attorneys, insurers, successors and assigns (collectively the "Releasees") and all other persons acting by, through, under, or in concert with any of the Released Parties, of and from any and all grievances, claims, demands, actions, causes of action, suits, debts, agreements, damages, judgments, executions, obligations, liabilities and expenses (inclusive of attorney's fees and costs) of any kind whatsoever in law or in equity, which may now have or have ever had, fixed or contingent, foreseen or unforeseen, known or unknown, or which may hereafter accrue by reason of any matter, cause or thing occurring on or before the date of this Agreement. This release is not limited just to the claims asserted in the Civil Action.

The Parties acknowledge that this release specifically includes, but is not limited to: (1) any claim under 42 U.S.C. § 1983, U.S. Constitution Amendments I and XIV; (2) any claim under Wis. Stat. § 19.37, 893.80, § 939.31, § 942.01; (3) any other claim arising under any other statute, authority or common law providing any cause of action directly, currently known or unknown, related to the subject matter of the Civil Action including without limitation any and all liability based on contract, tort, statute, or common law that could have based upon Plaintiff's employment with the City and/or

the conclusion of that employment and/or the investigation conducted by Attorney Hall and (4) any other claim arising under any other statute, authority or common law providing a cause of action directly or indirectly, currently known or unknown, related to any and all open records requests to the Defendants related to the subject matter of the Civil Action.

The waiver and release herein includes, without limitation, a release of rights or claims that may exist: (i) for discrimination, retaliation, suspension, wrongful or constructive discharge, failure to interview, hire, appoint, transfer, promote or take any other action relating to the employment of Plaintiff with the City of Sheboygan, hostile work environment, harassment, intentional infliction of emotional distress, invasion of privacy, libel, slander, defamation, civil conspiracy, personal injury, breach of contract, impairment of economic opportunity and interference with contract or prospective business relationships; (ii) for violations of the Parties' constitutional rights, including but not limited to those provided by the First Amendment, Fourteenth Amendment, under the United States and Wisconsin Constitutions; 42 U.S.C. §§ 1981, 1981a, 1983, 1984, 1985, 1986 and 1988; Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e et seq.; (iii) for violations under the Americans with Disabilities Act, 42 U.S.C. § 12101 et seq.; the United States Family and Medical Leave Act, 29 U.S.C. § 2601 et seq.; the Civil Rights Act of 1991, 42 U.S.C. § 1981 et seq.; the Consolidated Omnibus Budget Reconciliation Act of 1985, 29 U.S.C. § 1161 et seq.; the Employee Retirement Income Security Act of 1974, 29 U.S.C. § 1001 et seq.; the Federal Health Insurance Portability and Accountability Act of 1996 (Pub. L. 104-191), 42 U.S.C. § 201 et seq.; the Wisconsin Family and Medical Leave Act, the Age Discrimination in Employment Act of 1967, 29 U.S.C. § 621 et seq.; the Wisconsin Fair Employment Act, and the Older Workers Benefit Protections Act; (iv) any claim under Wis. Stat. § 19.37, 893.80, § 939.31, § 942.01; (v) for violations under any other law, ordinance or regulation prohibiting discrimination or otherwise regulating or relating to Plaintiff's employment by the Released Parties or any activities in connection therewith or for any compensatory or punitive damages, injunctive or declaratory relief or attorneys' fees and costs actually incurred; (vi) for any and all claims, causes of actions and/or damages, including but not limited to fines, costs, attorneys fees, related to public records requests submitted by or on behalf of Plaintiff or his attorney to the City; and/or (vii) for any other complaints, charges, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, suits, rights, losses, debts, and expenses (including attorneys' fees and costs actually incurred) of any nature, known or unknown, suspected or unsuspected, that might have been, or could have been, asserted by the City against Plaintiff or asserted by Plaintiff against the Released Parties including all of the Individual Defendants as of the date of this Agreement.

It is understood and agreed that this is a full, final, and complete release of all claims against Releasees and that this release will remain effective even if new or additional facts are discovered or there are any changes in applicable law. This Agreement shall be a fully binding and complete settlement between the Parties in relation to the Civil Action.

9. Neutral Employment Reference. The City agrees to provide Plaintiff with a signed neutral employment reference on City letterhead in the form attached hereto as Ex. 1. The City agrees to forward any employment reference inquiries regarding Plaintiff to the Director of Human Resources, whose employment reference shall comport with the information contained in Ex. 1.

10. Scope of Release and Dismissal of Pending Claims. This Agreement bears the intent to fully and finally compromise and settle all claims and matters of any nature against the Defendants, and the release in Paragraph 8 should be construed as broadly as possible. The release, however, does not affect those rights or claims that cannot be waived by law. Plaintiff agrees that he shall execute and

file any documentation to ensure the dismissal with prejudice of all pending claim(s) he has against the Defendants in this Civil Action pending entry by the Eastern District of Wisconsin. However, nothing in this Agreement or the Release shall be construed as prohibiting Plaintiff from: (i) participating in any investigation or proceeding conducted by the Wisconsin Equal Rights Division (“ERD”), the Equal Employment Opportunity Commission (“EEOC”) or any administrative agency; or (ii) filing an administrative charge or complaint with the ERD, EEOC or any administrative agency, provided, however, that he waives any benefits which might be conferred on him in any proceeding of any kind which may be brought against the City as a result of such a charge or complaint

11. Non-Precedent. The Parties understand and agree that this Agreement shall not be considered, utilized, or cited as precedent with respect to any other matter not related to this Agreement.

12. Entire Agreement, Choice of Law, and Severability. This Agreement represents the entire understanding and agreement between the Parties with respect to its subject matter hereof and supersedes any prior negotiations, understandings, agreements or representations, written or verbal, by or among the Parties relating to its subject matter. This Agreement may be modified only by a written document signed by all the Parties. Further, this Agreement shall be governed by the laws of the State of Wisconsin. The provisions of this Agreement are severable, and, if any part of this Agreement is found to be unenforceable, the other provisions shall remain valid and fully enforceable.

13. Advice to Consult Legal Counsel. Since this Agreement includes a waiver of rights, Plaintiff is advised to and has in fact consulted an attorney before signing this Agreement.

14. Procedure for Accepting or Rescinding the Agreement. To accept the terms of this Agreement, Plaintiff agrees that he must deliver the Agreement, after he has signed and dated it, to the City by hand or by mail or by email to the address below:

Warren E. Buliox, Esq.
MWH Law Group LLP
735 North Water Street, Suite 610
Milwaukee, WI 53202
warren.buliox@mwhlawgroup.com

Plaintiff has **twenty-one (21) days** to consider this Agreement. Upon delivering to the City’s counsel an executed original or copy of this Agreement as described in this Paragraph, this Agreement shall be binding, except Plaintiff shall have **seven (7) days** to revoke his release of any claims he may have under the federal Age Discrimination in Employment Act as provided for in paragraph 8.

15. Interpretation. The headings in this Agreement are intended for convenience only and shall not affect the meaning or interpretation hereof. In interpreting this Agreement, whenever the context so permits, (i) the singular shall include the plural and the plural shall include the singular and (ii) any gender shall include all genders.

16. Counterparts. This Agreement may be executed in two or more counterparts, all of which shall be considered one and the same agreement and each of which shall be deemed an original. The Parties agree that a signature affixed to a counterpart of this Agreement and delivered by facsimile or other electronic means by a Party shall be valid, binding, and enforceable against such Party.

17. Successors and Assigns. The rights and obligations of the Parties under this Agreement shall

be binding and inure to the benefit of the heirs, successors, assigns, officers, executors, administrators, directors, employees, agents, attorneys, insurers, predecessors, successors, and/or affiliates, as applicable, of the Parties.

18. Breach. If either Party brings an action to enforce this Agreement and prevails before a court of competent jurisdiction, the non-breaching Party shall be awarded its reasonable attorneys' fees and costs incurred in bringing the action to enforce this Agreement.

19. No Strict Construction. The language of this Agreement was reviewed and accepted by all Parties after reasonable time to review, and no Party shall be entitled to have the language of this Agreement construed against the other Party as the drafter of the Agreement in the event of any dispute in connection with this Agreement.

20. Voluntariness. The Parties acknowledge that they have fully and carefully read this Agreement in its entirety, have had the opportunity to consult with counsel of their choosing, and have executed this Agreement voluntarily. The Parties agree that they have investigated the matters they deem necessary before executing this Agreement, and fully understand its terms. Each of the Parties acknowledge that they or their attorneys may later discover facts different from or in addition to those that they now know or believe to be true with respect to the claims released, discharged or compromised by this Agreement, and may change their opinions as to the meaning or significance of the facts discovered to date. Each Party agrees that, in such event, this Agreement shall nevertheless be and remain effective in all respects notwithstanding such different or additional facts.

By signing below, I acknowledge, represent and agree that I have carefully read and fully understand all of the terms of this Agreement. I understand that once I sign below, this document will become a legally enforceable agreement under which I will be giving up rights and claims I may have, on the terms stated in this Agreement.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be duly executed in the capacities noted and on the dates set forth below:

City of Sheboygan

Chad Pelishek

By: Mayor Ryan Sorenson
on behalf of the City of Sheboygan

Chad Pelishek, in his individual
capacity

Date: _____

Date: _____

By: City Clerk, on behalf of
the City of Sheboygan

Date: _____