



# FOURTH REGULAR COMMON COUNCIL MEETING AGENDA

May 18, 2026 at 6:00 PM

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

---

## Notice of the 4th Regular Meeting of the 2026-2027 Common Council.

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

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

## OPENING OF MEETING

1. **Call to Order**
2. **Roll Call**
3. **Pledge of Allegiance**
4. **Approval of Minutes**  
Third Regular Council Meeting held on May 4, 2026
5. **Presentation**  
Historic Preservation Commission annual report to Council
6. **Adopting the rules of the Common Council**  
Voted 10-0 by Committee of the Whole to adopt the rules as amended
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 57-25-26 by City Clerk submitting a Summons and Complaint in the matter of El Rancho LLC et al vs. City of Sheboygan et al.  
  
Voted 5-0 by Finance and Personnel Committee to recommend filing the document

**10.** Report 4-26-27 by Sheboygan Police Department pursuant to section 30-50 of the Municipal Code, submitting the quarterly report showing the Benchmark Measurements for the police department for the period commencing January 1, 2026 and ending March 31, 2026.

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

**11.** Report 5-26-27 by the Fire Department pursuant to section 24-459 of the Municipal Code, submitting a quarterly report showing the Benchmark Measurements for the fire department, for the period commencing January 1, 2026 and ending March 31, 2026.

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

**12.** Report 6-26-27 by City Clerk submitting a Summons and Complaint in the matter of U.S. Bank National Association vs. Estate of Diane D. Hutzler et al.

Voted 5-0 by Finance and Personnel to recommend filing the document

**13.** Res. No. 3-26-27 by Alderpersons Boorse and Heidemann authorizing the creation of a temporary Designated Outdoor Refreshment Area during the 2026 8<sup>th</sup> Streatery event series.

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

**14.** Res. No. 4-26-27 by Alderpersons Mitchell and Perrella adopting the City of Sheboygan Social Media Policy.

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

**15.** Res. No. 5-26-27 by Alderpersons Boorse and Heidemann establishing an updated bond schedule to reflect increased municipal court fees.

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

**16.** Res. No. 7-26-27 by Alderpersons Dekker and Kelly authorizing executing a one-year lease with David J. Schleicher for agricultural property in the City of Sheboygan.

Voted 5-0 by Public Works Committee to recommend adoption

**17.** Res. No. 18-26-27 by Alderpersons Dekker and Kelly approving a Purchase Agreement with Traffic and Parking Control Co, LLC for Twenty (20) McCain Flex TS2 Type 2 EPAC D Traffic Signal Controllers.

Voted 5-0 by Public Works Committee to recommend adoption

**18.** Res. No. 15-26-27 by Alderpersons Mitchell and Perrella adopting the City of Sheboygan Travel Expense Policy.

Voted 5-0 by Finance and Personnel to recommend adoption

**19.** Res. No. 11-26-27 by Alderpersons Boorse and Heidemann authorizing the Purchasing Agent to issue purchase orders for a Battalion Chief Vehicle for the City of Sheboygan Fire Department.

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

- 20.** Res. No. 17-26-27 by Alderpersons Boorse and Heidemann approving alcohol beverage/tobacco licenses.

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

- 21.** Res. No. 16-26-27 by Alderpersons Boorse and Heidemann approving alcohol beverage/tobacco licenses.

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

- 22.** Res. No. 9-26-27 by Alderpersons Dekker and Kelly authorizing the purchase of three trucks from Enterprise Fleet Management and the signing of all required documents associated with the purchase.

Voted 5-0 by Public Works Committee to recommend adoption

- 23.** Res. No. 8-26-27 by Alderpersons Dekker and Kelly authorizing the appropriate City officials to enter into a contract with Buteyn-Peterson Construction Co., Inc. for the 2026 Streets Department Projects (ADA Curb Ramp Improvements).

Voted 5-0 by Public Works Committee to recommend adoption

## **RESOLUTIONS**

- 24.** Res. No. 10-26-27 by Alderpersons Boorse and Heidemann authorizing the appropriate City officials to enter into an Amendment to the Professional Services Agreement entered into with Wendel Architecture, PC for construction management services relating to the public safety complex project.

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

- 25.** Res. No. 12-26-27 by Alderpersons Dekker and Kelly altering the at-grade crossing of Wildwood Avenue, a public street with the tracks of the Union Pacific Railroad.

Voted 5-0 by Public Works Committee to recommend adoption

- 26.** Res. No. 14-26-27 by Alderpersons Mitchell and Perrella authorizing the issuance and sale of up to \$2,971,943 Water Utility Revenue Bonds, Series 2026, and providing for other details and covenants with respect thereto, and approval of related financial assistance agreement.

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

## **GENERAL ORDINANCES**

- 27.** Gen. Ord. No. 2-26-27 by Alderperson Close amending the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance to change the Use District Classification of Parcel No. 59281629560, 2040 North Avenue, Sheboygan, WI from Class Urban Industrial to Urban Commercial Classification. REFER TO CITY PLAN COMMISSION

- 28.** Gen. Ord. No. 3-26-27 by Alderperson Close creating article 48-VI: Pedestrian Malls.  
REFER TO CITY PLAN COMMISSION

**OTHER MATTERS AUTHORIZED BY LAW**

**TENTATIVE DATE OF NEXT REGULAR MEETING**

- 29.** Next scheduled meeting: June 1, 2026 at 6:00 PM

**ADJOURN MEETING**

- 30.** Motion to Adjourn

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

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

## CITY OF SHEBOYGAN

## THIRD REGULAR COMMON COUNCIL MEETING MINUTES

Monday, May 04, 2026

---

**OPENING OF MEETING**

1. Call to Order  
The meeting was called to order at 6:00 p.m.
2. Roll Call  
Alders present: Boorse, Bremser, Close, Dekker, Grawien, Heidemann, Kelly, Menzer, Mitchell, Perrella – 10.
3. Pledge of Allegiance
4. Approval of Minutes  
First Regular Council Meeting held on April 21, 2026 and the Second Regular Council Meeting held April 27, 2026

**MOTION TO APPROVE THE MINUTES**

Motion made by Boorse, Seconded by Close.

Voting Yea: Boorse, Bremser, Close, Dekker, Grawien, Heidemann, Kelly, Menzer, Mitchell, Perrella – 10.

5. Public Forum  
Limit of five people having five minutes each with comments limited to items on this agenda. Lisa Salgado, Peter Jacobs, Sequoia Alby, Mary Lynne Donohue, and Deborah Kosup all spoke.
6. Mayor's Announcements  
Upcoming Community Events, Proclamations, Employee Recognitions

**HEARINGS**

7. Hearing 1-26-27 pursuant to a notice published and letters sent, this hearing is for the purpose of allowing interested parties to be heard relative to the vacating and discontinuance of portions of South Taylor Drive, City of Sheboygan.

**MOTION TO CLOSE THE HEARING**

Motion made by Boorse, Seconded by Close.

Voting Yea: Boorse, Bremser, Close, Dekker, Grawien, Heidemann, Kelly, Menzer, Mitchell, Perrella – 10.

8. Hearing 2-26-27 pursuant to a notice published and letters sent, this hearing is for the purpose of allowing interested parties to be heard relative to the proposed amendment to the City of Sheboygan's Official Zoning Map. The purpose of the amendment is to change the Use District Classification for property located at Rolling Meadows Drive and

N. 29th Street (Parcel Nos. 59281636511 and 59281636512) from Class Suburban Residential 3 to Class Estate Residential 1 Classification.  
Josh Posthuma spoke.

**MOTION TO CLOSE THE HEARING**

Motion made by Boorse, Seconded by Close.

Voting Yea: Boorse, Bremser, Close, Dekker, Grawien, Heidemann, Kelly, Menzer, Mitchell, Perrella – 10.

**CONSENT**

9. Report 1-26-27 by Sheboygan Water Utility Board of Water Commissioners submitting the Board of Water Commissioners' Report on the Water Utility for the first quarter of 2026.

**MOTION TO ACCEPT AND FILE**

Motion made by Boorse, Seconded by Close.

Voting Yea: Boorse, Bremser, Close, Dekker, Grawien, Heidemann, Kelly, Menzer, Mitchell, Perrella – 10.

10. Report 2-26-27 by Board of Water Commissioners submitting a copy of the 2025 Annual Audited Financial Statements, including Independent Auditor's Report, on the Sheboygan Water Utility.

**MOTION TO ACCEPT AND FILE**

Motion made by Boorse, Seconded by Close.

Voting Yea: Boorse, Bremser, Close, Dekker, Grawien, Heidemann, Kelly, Menzer, Mitchell, Perrella – 10.

11. Report 3-26-27 by Board of Water Utility submitting a copy of the 2025 Public Service Commission of Wisconsin Annual Report on the Sheboygan Water Utility.

**MOTION TO ACCEPT AND FILE**

Motion made by Boorse, Seconded by Close.

Voting Yea: Boorse, Bremser, Close, Dekker, Grawien, Heidemann, Kelly, Menzer, Mitchell, Perrella – 10.

12. Res. No. 2-26-27 by City Clerk approving alcohol beverage/tobacco licenses.

**MOTION TO ADOPT THE RESOLUTION**

Motion made by Boorse, Seconded by Close.

Voting Yea: Boorse, Bremser, Close, Dekker, Grawien, Heidemann, Kelly, Menzer, Mitchell, Perrella – 10.

**RESOLUTIONS**

13. Res. No. 6-26-27 by Alderpersons Close and Boorse approving the 2026 disbursement of Public Service dollars for Community Development Block Grant (CDBG) Program Submission.

**MOTION TO ADOPT THE RESOLUTION**

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

## **GENERAL ORDINANCES**

14. Gen. Ord. No. 1-26-27 by Alderpersons Boorse, Close, Grawien, and Perrella creating Section 105-8 of the Municipal Code establishing a temporary moratorium on the issuance of zoning and building permit approvals for data centers with greater than 10,000 square feet of floor area.

### **MOTION TO REFER TO CITY PLAN COMMISSION**

Motion made by Boorse, Seconded by Close.  
Voting Yea: Boorse, Bremser, Close, Dekker, Grawien, Kelly, Perrella – 7.  
Voting Nay: Heidemann, Menzer, Mitchell – 3.

## **MATTERS LAID OVER**

15. Res. No. 197-25-26 by Alderpersons Dekker and Rust vacating and discontinuing portions of South Taylor Drive in the City of Sheboygan.

### **MOTION TO ADOPT THE RESOLUTION**

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

## **OTHER MATTERS AUTHORIZED BY LAW – None.**

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

16. Next scheduled meeting: May 18, 2026 at 6:00 PM

## **ADJOURN MEETING**

17. Motion to Adjourn

### **MOTION TO ADJOURN AT 6:49 PM**

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

## Introduction

This handbook is intended to provide Alderpersons, committee and board members, city employees, and members of the public with general rules of procedure and decorum during all formal meetings. These rules are intended for easy reference only and do not supersede current city ordinances or resolutions. The City of Sheboygan follows the rules of parliamentary procedure set forth in Robert’s Rules of Order, Newly Revised, in all cases in which they are applicable and not inconsistent with the ordinances and regulations of the City.

The tone and structure of meetings is set by the chair of the body over which they preside and may vary from individual to individual. The Mayor and chairpersons are responsible for ensuring that debate and discussion is conducted appropriately, professionally, and within the rules of order. They enforce the observance of order and proper decorum between the entire membership and those present during any meeting.

Alderpersons, commissioners, committee members, board members, officers, and City staff are expected to conform their conduct to the rules and expectations of this manual while attending any City meeting.

### I. General Rules of Conduct.

The City adopts Roberts Rules of Order for decorum in debate to facilitate a smooth and orderly debate of issues. Alderpersons and members of committees, commissions, and boards shall conduct themselves in a professional and respectful manner while representing the City and should wait to be recognized by the Mayor or chairperson before speaking. Alderpersons shall not make disparaging statements during such meetings about each other; members of committees, commissions, and boards; elected or appointed officials; or staff. Alderpersons and members may not interrupt the chairperson, other members, or the public when speaking. Alderpersons shall refrain from attacking a member’s motives, speaking adversely on a prior action not pending, and shall confine remarks to the merits of the pending questions. Personal electronic devices that make noise, such as phones and tablets, shall be set to “silent mode” while a meeting is in session.

### II. Generally Used Rules of Order.

A public meeting shall not proceed unless a quorum is present. For committees, commissions, and boards, a quorum is a majority of the body’s full membership. For Common Council, two-thirds of the members shall be a quorum. A member attending remotely counts toward a quorum but such member may not vote or participate in an item if the item requires a visual assessment of witness demeanor, physical evidence, or exhibits not previously viewed by the member when the member is unable to make that assessment virtually.

#### A. Rules of Order for Members During Common Council Meetings.

Alderpersons may only act on items posted on the agenda. Alderpersons shall speak only twice on a matter being debated or discussed except upon leave of the Common Council. Alderpersons may not act on items posted for discussion only. Certain items not posted on the agenda may be introduced as “Other Matters Authorized by Law,” but no action may be taken on such matters other than to lie over to the next meeting or be referred to a committee.

The **consent agenda** deals with matters generally regarded as routine. However, any Alderperson may call a specific document for separate action after the motion is made to approve the agenda. If an Alderperson requires clarification about a document in the consent agenda, he or she may simply inquire without calling for separate action. Any Alderperson may request to pull forward any document out of the order of the agenda.

**Privilege of the floor** during Common Council meetings is extended to the Mayor, the City Clerk, the City Attorney, the City Administrator, the Police Chief or such other police officer in attendance, the Finance Director/Treasurer, members of the Department of Engineering and Public Works, the Director of Planning and Development, and members of the media who are confining themselves to their professional duty. No other person is allowed on the Council floor except upon invitation of the Mayor or Common Council.

Only those people having privilege of the floor may address the Common Council. All others may address the Common Council pursuant to a motion to open the floor. An appropriate request to allow a person who has privilege of the floor to address the Common Council is, “Your Honor/Mayor, I request that Mr./Mrs. (state name) address the council.” Only the Mayor may call the person forward. An appropriate motion to allow persons who do not have privilege of the floor is, “Your Honor/Mayor, I move to open the floor to (state name).”

Alderpersons may address the person having privilege of the floor or to whom the floor has been open with the Mayor’s consent. Otherwise, Alderpersons may only address the Mayor. Thus, when speaking, they should refrain from addressing other Alderpersons, staff members, or the audience, and should face the Mayor. An appropriate request to address those individuals is: “Your Honor/Mayor, may I address Mr./Ms. (state name)”?

An Alderperson may not engage in debate or become confrontational with individuals having privilege of the floor or to whom the floor has been open. At all other times, Alderpersons must address the Mayor or other presiding officer, not each other or the public.

A motion to amend or a motion to amend the amendment that will totally alter the nature of the original ordinance or resolution is considered out of order as not being “germane.” To be germane, an amendment must in some way involve the same question that is raised by the motion to which it is applied. The Mayor or presiding officer of the Common Council shall rule in the first instance as to the admissibility of the amendment in question.

No Alderperson may cross the floor or leave the council chamber while the Mayor or presiding officer is addressing the Common Council or submitting a question. (See Sec. 2-180, Sheboygan Municipal Code.)

When an Alderperson is called to order, he or she shall not speak except in explanation until it shall have been determined that the Alderperson is in order. (See Sec. 2-183, Sheboygan Municipal Code.)

Any action under consideration by the Common Council, at the request of three Alderpersons, shall be deferred to the next Common Council meeting to be held no sooner than one week following. The same action may not be deferred a second time or laid over. (See Sec. 2-81, Sheboygan Municipal Code.)

Whenever any disturbance or disorderly conduct occurs in the council chambers, or rooms or halls adjacent to the council chambers, the Mayor or presiding officer may call for a brief recess during which members exit the meeting arena temporarily. During such recess, no City business shall be discussed. Alternatively, the presiding officer may request a disorderly person be escorted from the meeting arena.

**B. Rules of Order For Members During Committee Meetings.**

Members may speak only when recognized by the Chairperson. There is no limit on how many times a member may speak in general or on an item unless the Chairperson sets one. Members may not interrupt the Chairperson, other members, or the public who are speaking.

Items on the agenda may be pulled forward at the request of a member with the consent of the Chairperson.

Committee members may request that a discussion item be placed on an agenda by timely communicating such request to the Committee Chair and Committee Clerk.

**III. Commissions, Committees, and Board Proceedings.**

The Common Council has three standing committees: the Finance and Personnel Committee; the Public Works Committee; and the Licensing, Hearings, and Public Safety Committee. Committee members, chairpersons, and vice-chairpersons are appointed by the Mayor and confirmed by the Common Council. The Common Council may create special committees on motion or by resolution as the Common Council deems appropriate.

Standing Committees will meet the 2<sup>nd</sup> and 4<sup>th</sup> Mondays in Council Chambers. If a committee anticipates needing more than the allotted time, they are encouraged to schedule a special meeting on a different evening or schedule such meeting as the last committee meeting of the evening. Any standing committee or special committee may appoint a subcommittee from its membership.

The Committee of the Whole is comprised of all Alderpersons. The Mayor is not a member of the Committee of the Whole. Meetings are called as needed and serve the purpose of deliberation. The Committee of the Whole does not approve or disapprove of any matter before it; it simply makes a recommendation to the Common Council.

A member of the City Attorney’s Office will generally be at all Common Council, Standing Committee, and Committee of the Whole meetings. Members or staff anticipating a need for legal services during special committees, commissions, or boards should contact the City Attorney prior to such meeting to request attendance. To ensure that relevant staff are present to address the question and prepared to speak on the matter, members are encouraged, when practicable, to raise questions or concerns with the City Administrator, City Attorney, or relevant department head prior to a meeting.

[This section is intentionally blank]

Each committee is assigned a Committee Clerk responsible for the committee’s administrative work such as creating agendas in consultation with the committee chair, timely notice and publication of agendas, communicating with committee members and the public, as needed, developing and publishing meeting minutes, filing meeting minutes after meeting completion. The Committee Clerk shall be the following positions or their designees:

Common Council	City Clerk
Committee of the Whole	City Clerk
Board of Review	City Clerk
Board of Canvassers	City Clerk
Finance and Personnel	Finance Director
Licensing, Hearings & Public Safety	City Attorney
Public Works	Public Works Director
Marina Parks and Forestry	Public Works Director
Redevelopment Authority	Planning Director
Board of License Examiners	Planning Director
Plan Commission	Planning Director
Historic Preservation	Planning Director
Joint Review Board	Planning Director
Zoning Board of Appeals	Planning Director
Police and Fire Commission	Human Resources Director
Senior Services Commission	Uptown Social Director
Mayor’s International Committee	Mayor
Mayor’s Youth Advisory Council	Mayor
Pet Friendly Task Group	Mayor
Sustainability Sheboygan Task Force	Mayor

Public comment is welcomed during committee, board, and commission meetings on topics properly noticed on the body’s agenda. Speaker time limitations or speaker limitations shall be set by the Committee Chair and stated prior to commencement of the public comment period.

**IV. Council Document Process.**

Any item desired to be considered by the Common Council shall originate in a committee, except in cases of emergency or time-sensitivity. Whenever an Alder wishes to bring a matter forward for discussion or action, the Alder shall submit a request to the Mayor who will refer approved matters to the City Administrator for review and assignment to the relevant department head for development. The assigned department head will submit the matter to the City Attorney for final review before it is added to an agenda. Matters are established and conducted in accordance with Robert’s Rules and the applicable state law. All ordinances shall be drafted or reviewed and approved for form and substance by the City Attorney’s Office. All other documents relating to an item shall be drafted and submitted to the City Attorney’s Office by noon on the Monday preceding the meeting for confirmation that the document conforms with legal requirements and City expectations; and to the City Clerk by noon on the Wednesday preceding the meeting, who shall supply such items to the relevant Committee Clerk by noon on the Thursday preceding the meeting. The Committee Clerk shall communicate all proposed agenda items with the Committee Chair and Vice Chair and shall ensure timely completion and publication of the agenda. Committees will consider and discuss each agenda item and make a recommendation for Common Council’s consideration.

## V. Commonly Used Documents.

The following documents are received or acted upon by the Common Council, committees, commissions, and boards when included with an agenda. Such documents should include a cover sheet or memo using a standardized template wherein supplemental information is provided.

**Resolutions:** The Common Council conducts general business through resolutions, which are generally less permanent enactments than ordinances. Resolutions may direct or authorize the appropriate city officials to act on matters approved by the Common Council; to create committees, commissions or boards to assist the Common Council in conducting its business; to state the City's position on a policy matter; to adopt or modify a previously adopted policy.

The proper motion for the passage of a resolution is: "I move to adopt the resolution." This motion requires a second, is debatable, amendable and generally requires a majority vote, unless otherwise required by law or ordinance. For example, resolutions altering the adopted budget require a two-thirds vote of the entire membership of the Common Council and Class 1 notice, pursuant to Wis. Stat. s. 65.90.

**Ordinances:** Ordinances are the City's laws. An ordinance may enact new legislation or amend or repeal an existing ordinance. Ordinances may not be amended or repealed by resolution but may be overruled by preempting action taken by the State or Federal Government.

The proper motion for the passage of an ordinance is: "I move to adopt the ordinance." This motion requires a second, is debatable, amendable and generally requires a majority vote, unless otherwise required by law or ordinance. For example, charter ordinances require a two-thirds vote of all members.

**Communications:** Communications are letters received by City officers, officials, or employees for Common Council consideration and which are generally placed on an agenda. Most communications should be directed to the City Administrator or a Department Head for consideration and information development prior to agenda placement to ensure that Council can be adequately informed on issues related to the communication at the time of presentation. Not all communications are placed on an agenda. The Mayor, in consultation with the City Clerk and/or City Administrator, determines which communications shall be placed on the agenda. Once included on an agenda, communications may be referred to a committee, commission, or board; or they may be immediately acted upon during a Common Council meeting. In general, communications are filed.

A proper motion for acting on a communication is: "I move that the communication be received and filed," or "I move that the communication be referred to committee." This motion requires a second, is debatable, but not amendable, and requires a majority vote.

**Reports:** City staff, boards, and commissions may develop reports summarizing work performed during a period of time or presenting on a topic. Reports will generally be submitted at regular intervals but may also be developed ad hoc. These reports are for informational purposes. Council members may ask the presenter(s) questions or may offer comments on the reported material.

Reports will generally be received and filed by motion, as a category, rather than individually. The proper motion for reports is to receive and file the report, unless the body desires to refer a report elsewhere.

**Supporting Documents:** Any of the aforementioned documents may be supplemented by additional documents, usually an informational memo, exhibit, or a presentation. Supporting documents will provide staff input and recommendations for action, discuss the impact a proposal may have, or provide background information relating to the document topic. Supporting documents will follow the agenda document and

therefore do not require additional action. The information contained within supporting documents may be discussed in conjunction with discussion on the document they relate to.

VI. **Common Actions.** The most common types of actions taken during a meeting are:

**Adoption** - this is a favorable action taken by the Common Council. “Adoption” and “passage” are synonymous. A majority vote against a motion to adopt is deemed to be a recommendation by a committee not to so adopt.

**Referral** - this action sends a document to a committee, commission or board for deliberation and a recommendation.

**Filing** - this action dispenses of a document immediately or refers out of committee.

**Lying Over** - this results when certain documents cannot be passed on the first reading without suspension.

**Tabling** - this action delays final action on a matter to a future date. Tabled items remain tabled until returned to an agenda. Items still tabled at the close of a Council term are deemed denied unless they are carried into the subsequent term by formal action.

In case of a tie vote or a vote with no clear majority due to abstentions, a committee vote fails and a separate motion should be made to refer the item to Council without a recommendation.

VII. **Common Motions.**

Motion	Requires Second	Debatable	Amendable	Vote Required
Main Motion	Y	Y	Y	Majority
Motion to Reconsider	Y	Y	N	Majority
Motion to Amend	Y	Y	Y	Majority (with notice)
Motion to Substitute	Y	Y	Y	Majority
Motion to Amend the Amendment	Y	Y	N	Majority
Motion to Refer to Committee	Y	Y	Y	Majority
Motion to Hold	Y	Y	Y	Majority
Motion to Call the Question	Y	N	N	2/3
Motion to Suspend the Rules	Y	N	N	3/4
Motion to Divide the Question	Y	N	N	Majority
Motion to Open the Floor	Y	Y	Y	Majority
Point of Order	N	N	N	None
Motion to Recess	Y	N	Y	Majority
Motion to Adjourn	Y	N	Y	Majority

**VIII. Calling the Vote.**

**Voice Vote.** All actions, other than those requiring a roll call vote, may be undertaken by voice vote.

**Roll Call Vote.** A roll call vote is required to adopt ordinances; resolutions; documents assessing or levying taxes; documents appropriating or disbursing funds; actions creating a liability or charge against the City; actions discharging or commuting a claim or demand against the City; actions confirming appointments; and motions to convene and come out of closed session. The Mayor may call for a roll call vote at their discretion or upon the request of any Alderperson. An appropriate request for a roll call vote is, “Your Honor/Mayor, I request a roll call vote.” This is not a motion so it does not require a second, debate, or vote.

**IX. Location and Availability.**

All Common Council, Commission, Committee, and Board meetings shall take place in City Hall, with open, unlocked doors. Exceptions may be made for closed session meetings; emergency meetings; and for special meetings called for specific purposes or at special locations.

Whenever heavy attendance is anticipated, the Mayor or Committee Chair shall arrange to provide for overflow room(s) where members of the public may watch or otherwise participate in the proceedings. Meetings shall be recorded except that closed session discussions shall not be recorded. Recordings shall be retained pursuant to the City’s document retention schedule. Common Council, Standing Committee, Committee of the Whole, and Plan Commission meetings shall be livestreamed with a viewing link included on the meeting agenda. Nothing herein shall be deemed to prevent City staff from causing the livestream and/or recordings to be available at additional sites, such as the City’s website, the WSCS website, and/or social media feeds.

**1. Remote Attendance.** Livestreamed meeting agendas shall include a link by which members of the body or of the public may watch the proceeding. Other meeting recordings may be viewable on the City’s website after the meeting has concluded. If an attendee desires reasonable additional accommodation in order to attend a meeting, such as translation or hearing assistance services, such person shall provide notice to the Council or Committee Clerk at least six business hours before the meeting so that the accommodation may be secured.

**2. Remote Participation.** If a member wishes to participate in a meeting remotely, such participation shall be by secure Microsoft Teams link, which is not available except upon individualized permission as appropriate. A nonmember wishing to comment during a meeting’s public comment period shall make a request to the City Clerk at least six business hours before the meeting so that a remote participation link can be supplied. Nonmember remote participants shall be entitled to the permissions and limitations applicable to nonmember, in-person participants.

**X. Rules for the Public.**

Personal electronic devices that make noise, such as phones and tablets, shall be set to “silent mode” while a meeting is in session so as not to cause a disturbance or distraction. The public present at the meeting should remain silent during the Common Council meeting except when speaking during designated public input opportunities in accordance with this handbook. The Mayor sets the tone for the Common Council meetings and enforces all the rules. The Mayor or Committee Chairperson may call anyone out of order and have anyone who is out of order escorted out of the council chambers.

In order to speak before the Common Council during public forum, a person must make a request to the City Clerk prior to meeting commencement. Such requests may be by telephone to the number noted on the meeting's agenda. Not more than five people will be allowed to speak during public forum and each speaker will be limited to five minutes. If more than five people request to participate in public forum, preference shall be given to City residents, then to persons paying property taxes to the City, and then to all others. Comments are limited to discussion of items on the meeting's agenda. An Alderperson may move to open the floor for one additional minute to allow a speaker to exceed the five-minute limitation, and such motion may be approved by majority vote.

The Common Council generally does not respond to or debate issues with the public during a meeting. The Council may discuss any matter raised by the public pursuant to Wis. Stat. s. 19.83(2) but may not act on such matter unless such action was properly included in the Council agenda. Committees may engage with the public during a meeting subject to chairperson discretion. Individuals wishing to speak during a committee meeting should raise their hand and be recognized by the chairperson before speaking. No action may be taken by a Committee on any matter raised by the public unless such action was properly included in the Committee agenda.

### **Basic Rules for Public Comment During Council, Committee, Board, and Commission Meetings.**

1. Before speaking, clearly state your name and either address or aldermanic district, or for nonresidents, your community of residence.
2. Obscene and threatening language is prohibited.
3. Address comments to Council, committee members, etc. and not to other members of the public or to city staff.
4. Limit comments to matters on the meeting agenda and limit your time to the time allowed.
5. No advertising, self-promotion, or electioneering.
6. Except for signs displayed by the City as official government speech, signs are not permitted within Council Chambers during a meeting, regardless of size or content. During a meeting, signs may be displayed in the hallways outside of Chambers or within other common spaces within and around City Hall. The purpose of this restriction is to limit distractions and obstructions that may unreasonably interfere with other attendees' ability to attend and participate in public meetings.

### **XI. Suspending the Rules.**

The Common Council operates by a set of operating rules, some of which may be suspended by motion and two-thirds supporting vote. An appropriate motion is, "Your Honor/Mayor, I move to suspend the rules to allow for (select action)." Typically, rules will be suspended to allow for immediate action on an item that was not referred to the Common Council by Committee action.

Rules that cannot be suspended include: procedural rules prescribed by constitution, statute, ordinance, or bylaws; fundamental principles of parliamentary law such as limiting the right to vote or allowing only one question to be considered at a time; rules protecting rights of absentee or individual members such as quorum requirements, requirements for previous notice, the right of any member to exercise their full rights in meeting participation; or rules applicable outside of a meeting, such as day-to-day organizational procedure. A motion to suspend the rules cannot interrupt a speaker who has the floor, requires a second, is not debatable, cannot be amended, and cannot be reconsidered.

## Introduction

This handbook is intended to provide Alderpersons, committee and board members, city employees, and members of the public with general rules of procedure and decorum during all formal meetings. These rules are intended for easy reference only and do not supersede current city ordinances or resolutions. The City of Sheboygan follows the rules of parliamentary procedure set forth in Robert’s Rules of Order, Newly Revised, in all cases in which they are applicable and not inconsistent with the ordinances and regulations of the City.

The tone and structure of meetings is set by the chair of the body over which they preside and may vary from individual to individual. The Mayor and chairpersons are responsible for ensuring that debate and discussion is conducted appropriately, professionally, and within the rules of order. They enforce the observance of order and proper decorum between the entire membership and those present during any meeting. ~~The Mayor and chairpersons have discretionary authority to excuse non-members from the meeting whenever any disturbance or disorderly conduct occurs.~~

Alderpersons, commissioners, committee members, board members, officers, and City staff are expected to conform their conduct to the rules and expectations of this manual while attending any City meeting.

### I. General Rules of Conduct.

The City adopts Roberts Rules of Order for decorum in debate to facilitate a smooth and orderly debate of issues. Alderpersons and members of committees, commissions, and boards shall conduct themselves in a professional and respectful manner while representing the City and should wait to be recognized by the Mayor or chairperson before speaking. Alderpersons shall not make disparaging statements during such meetings about each other; members of committees, commissions, and boards; elected or appointed officials; or staff. Alderpersons and members may not interrupt the chairperson, other members, or the public when speaking. Alderpersons shall refrain from attacking a member’s motives, speaking adversely on a prior action not pending, and shall confine remarks to the merits of the pending questions. Personal electronic devices that make noise, such as phones and tablets, shall be set to “silent mode” while a meeting is in session.

### II. Generally Used Rules of Order.

A public meeting shall not proceed unless a quorum is present. For committees, commissions, and boards, a quorum is a majority of the body’s full membership. For Common Council, two-thirds of the members shall be a quorum. A member attending remotely counts toward a quorum but such member may not vote or participate in an item if the item requires a visual assessment of witness demeanor, physical evidence, or exhibits not previously viewed by the member when the member is unable to make that assessment virtually.

#### A. Rules of Order **for Members** During Common Council Meetings.

Alderpersons may only act on items posted on the agenda. Alderpersons shall speak only twice on a matter being debated or discussed except upon leave of the Common Council. Alderpersons may not act on items posted for discussion only. Certain items not posted on the agenda may be introduced as “Other Matters Authorized by Law,” but no action may be taken on such matters other than to lie over to the next meeting or be referred to a committee.

The **consent agenda** deals with matters generally regarded as routine. However, any Alderperson may call a specific document for separate action after the motion is made to approve the agenda. If an Alderperson requires clarification about a document in the consent agenda, he or she may simply inquire without calling for separate action. Any Alderperson may request to pull forward any document out of the order of the agenda.

**Privilege of the floor** during Common Council meetings is extended to the Mayor, the City Clerk, the City Attorney, the City Administrator, the Police Chief or such other police officer in attendance, the Finance Director/Treasurer, members of the Department of Engineering and Public Works, the Director of Planning and Development, and members of the media who are confining themselves to their professional duty. No other person is allowed on the Council floor except upon invitation of the Mayor or Common Council.

Only those people having privilege of the floor may address the Common Council. All others may address the Common Council pursuant to a motion to open the floor. An appropriate request to allow a person who has privilege of the floor to address the Common Council is, “Your Honor/Mayor, I request that Mr./Mrs. (state name) address the council.” Only the Mayor may call the person forward. An appropriate motion to allow persons who do not have privilege of the floor is, “Your Honor/Mayor, I move to open the floor to (state name).”

Alderspersons may address the person having privilege of the floor or to whom the floor has been open with the Mayor’s consent. Otherwise, Alderspersons may only address the Mayor. Thus, when speaking, they should refrain from addressing other Alderspersons, staff members, or the audience, and should face the Mayor. An appropriate request to address those individuals is: “Your Honor/Mayor, may I address Mr./Ms. (state name)”?

An Aldersperson may not engage in debate or become confrontational with individuals having privilege of the floor or to whom the floor has been open. At all other times, Alderspersons must address the Mayor or other presiding officer, not each other or the public.

A motion to amend or a motion to amend the amendment that will totally alter the nature of the original ordinance or resolution is considered out of order as not being “germane.” To be germane, an amendment must in some way involve the same question that is raised by the motion to which it is applied. The Mayor or presiding officer of the Common Council shall rule in the first instance as to the admissibility of the amendment in question.

No Aldersperson may cross the floor or leave the council chamber while the Mayor or presiding officer is addressing the Common Council or submitting a question. (See Sec. 2-180, Sheboygan Municipal Code.)

When an Aldersperson is called to order, he or she shall not speak except in explanation until it shall have been determined that the Aldersperson is in order. (See Sec. 2-183, Sheboygan Municipal Code.)

Any action under consideration by the Common Council, at the request of three Alderspersons, shall be deferred to the next Common Council meeting to be held no sooner than one week following. The same action may not be deferred a second time or laid over. (See Sec. 2-81, Sheboygan Municipal Code.)

Whenever any disturbance or disorderly conduct occurs in the council chambers, or rooms or halls adjacent to the council chambers, the Mayor or presiding officer ~~has the power, with the aid of the Police Chief or police officers in attendance, to cause the chambers, rooms or halls to be cleared of all persons or all disorderly persons except the Alderspersons or officers of the common council. (See Sec. 2-39(a), Sheboygan Municipal Code.)~~ may call for a brief recess during which members exit the meeting arena temporarily. During such recess, no City business shall be discussed. Alternatively, the presiding officer may request a disorderly person be escorted from the meeting arena.

**B. Rules of Order For Members During Committee Meetings.**

Members may speak only when recognized by the Chairperson. There is no limit on how many times a member may speak in general or on an item unless the Chairperson sets one. Members may not interrupt the Chairperson, other members, or the public who are speaking.

Items on the agenda may be pulled forward at the request of a member with the consent of the Chairperson.

Committee members may request that an **discussion** item be placed on an agenda by timely communicating such request to the Committee Chair and Committee Clerk.

**III. Commissions, Committees, and Board Proceedings.**

The Common Council has three standing committees: the Finance and Personnel Committee; the Public Works Committee; and the Licensing, Hearings, and Public Safety Committee. Committee members, chairpersons, and vice-chairpersons are appointed by the Mayor and confirmed by the Common Council. The Common Council may create special committees on motion or by resolution as the Common Council deems appropriate.

**Standing** Committees will meet the 2<sup>nd</sup> and 4<sup>th</sup> Mondays in Council Chambers. ~~Licensing, Hearings, and Public Safety will meet at 4:30 p.m.; Public Works at 5:00 p.m.; and Finance and Personnel at 6:00 p.m.~~ If a committee anticipates needing more than the allotted time, they are encouraged to schedule a special meeting on a different evening **or schedule such meeting as the last committee meeting of the evening.** Any standing committee or special committee may appoint a subcommittee from its membership.

The Committee of the Whole is comprised of all Alderpersons. The Mayor is not a member of the Committee of the Whole. Meetings are called as needed and serve the purpose of deliberation. The Committee of the Whole does not approve or disapprove of any matter before it; it simply makes a recommendation to the Common Council.

A member of the City Attorney’s Office will generally be at all Common Council, Standing Committee, and Committee of the Whole meetings. Members or staff anticipating a need for legal services during special committees, commissions, or boards should contact the City Attorney prior to such meeting to request attendance. **To ensure that relevant staff are present to address the question and prepared to speak on the matter, members are encouraged, when practicable, to raise questions or concerns with the City Administrator, City Attorney, or relevant department head prior to a meeting**

[This section is intentionally blank]

Each committee is assigned a Committee Clerk responsible for the committee’s administrative work such as creating agendas in consultation with the committee chair, timely notice and publication of agendas, communicating with committee members and the public, as needed, developing and publishing meeting minutes, filing meeting minutes after meeting completion. The Committee Clerk shall be the following positions or their designees:

Common Council	City Clerk
Committee of the Whole	City Clerk
Board of Review	City Clerk
Board of Canvassers	City Clerk
Finance and Personnel	Finance Director
Licensing, Hearings & Public Safety	City Attorney
Public Works	Public Works Director
Marina Parks and Forestry	Public Works Director
Redevelopment Authority	Planning Director
Board of License Examiners	Planning Director
Plan Commission	Planning Director
Historic Preservation	Planning Director
Joint Review Board	Planning Director
Zoning Board of Appeals	Planning Director
Police and Fire Commission	Human Resources Director
Senior Services Commission	Uptown Social Director
Mayor’s International Committee	Mayor
Mayor’s Youth Advisory Council	Mayor
Pet Friendly Task Group	Mayor
Sustainability Sheboygan Task Force	Mayor

Public comment is welcomed during committee, board, and commission meetings on topics properly noticed on the body’s agenda. Speaker time limitations or speaker limitations shall be set by the Committee Chair and stated prior to commencement of the public comment period.

**IV. Council Document Process.**

Any item desired to be considered by the Common Council shall originate in a committee, except in cases of emergency or time-sensitivity. Whenever an Alder wishes to bring a matter forward for discussion or action, the Alder shall submit a request to the Mayor who will refer approved matters to the City Administrator for review and assignment to the relevant department head for development. The assigned department head will submit the matter to the City Attorney for final review before it is added to an agenda. Matters are established and conducted in accordance with Robert’s Rules and the applicable state law. All ordinances shall be drafted or reviewed and approved for form and substance by the City Attorney’s Office. All other documents relating to an item shall be drafted and submitted to the City Attorney’s Office by noon on the Monday preceding the meeting for confirmation that the document conforms with legal requirements and City expectations; and to the **Committee City** Clerk by noon on the Wednesday preceding the meeting, who shall supply such items to the relevant Committee Clerk by noon on the Thursday preceding the meeting. The Committee Clerk shall communicate all proposed agenda items with the Committee Chair and Vice Chair and shall ensure timely completion and publication of the agenda. Committees will consider and discuss each agenda item and make a recommendation for Common Council’s consideration.

**V. Commonly Used Documents.**

The following documents are received or acted upon by the Common Council, committees, commissions, and boards when included with an agenda. Such documents should include a cover sheet or memo using a standardized template wherein supplemental information is provided.

**Resolutions:** The Common Council conducts general business through resolutions, which are generally less permanent enactments than ordinances. Resolutions may direct or authorize the appropriate city officials to act on matters approved by the Common Council; to create committees, commissions or boards to assist the Common Council in conducting its business; to state the City’s position on a policy matter; to adopt or modify a previously adopted policy.

The proper motion for the passage of a resolution is: “I move to adopt the resolution.” This motion requires a second, is debatable, amendable and generally requires a majority vote, unless otherwise required by law or ordinance. For example, resolutions altering the adopted budget require a two-thirds vote of the entire membership of the Common Council and Class 1 notice, pursuant to Wis. Stat. s. 65.90.

**Ordinances:** Ordinances are the City’s laws. An ordinance may enact new legislation or amend or repeal an existing ordinance. Ordinances may not be amended or repealed by resolution but may be overruled by preempting action taken by the State or Federal Government.

The proper motion for the passage of an ordinance is: “I move to adopt the ordinance.” This motion requires a second, is debatable, amendable and generally requires a majority vote, unless otherwise required by law or ordinance. For example, charter ordinances require a two-thirds vote of all members.

**Communications:** Communications are letters received by City officers, officials, or employees for Common Council consideration and which are generally placed on an agenda. Most communications should be directed to the City Administrator or a Department Head for consideration and information development prior to agenda placement to ensure that Council can be adequately informed on issues related to the communication at the time of presentation. Not all communications are placed on an agenda. The Mayor, in consultation with the City Clerk and/or City Administrator, determines which communications shall be placed on the agenda. Once included on an agenda, communications may be referred to a committee, commission, or board; or they may be immediately acted upon during a Common Council meeting. In general, communications are filed.

A proper motion for acting on a communication is: “I move that the communication be received and filed,” or “I move that the communication be referred to committee.” This motion requires a second, is debatable, but not amendable, and requires a majority vote.

**Reports:** City staff, boards, and commissions may develop reports summarizing work performed during a period of time or presenting on a topic. Reports will generally be submitted at regular intervals but may also be developed ad hoc. These reports are for informational purposes. Council members may ask the presenter(s) questions or may offer comments on the reported material.

Reports will generally be received and filed by motion, as a category, rather than individually. The proper motion for reports is to receive and file the report, unless the body desires to refer a report elsewhere.

**Supporting Documents:** Any of the aforementioned documents may be supplemented by additional documents, usually an informational memo, exhibit, or a presentation. Supporting documents will provide staff input and recommendations for action, discuss the impact a proposal may have, or provide background information relating to the document topic. Supporting documents will follow the agenda document and therefore do not require additional action. The information contained within supporting documents may be discussed in conjunction with discussion on the document they relate to.

VI. **Common Actions.** The ~~four~~ most common types of actions ~~the Common Council takes~~ **taken** during a meeting are:

**Adoption** - this is a favorable action taken by the Common Council. “Adoption” and “passage” are synonymous. A majority vote against a motion to adopt is deemed to be a recommendation by a committee not to so adopt.

**Referral** - this action sends a document to a committee, commission or board for deliberation and a recommendation.

**Filing** - this action dispenses of a document immediately or refers out of committee.

**Lying Over** - this results when certain documents cannot be passed on the first reading without suspension.

**Tabling** - this action delays final action on a matter to a future date. Tabled items remain tabled until returned to an agenda. Items still tabled at the close of a Council term are deemed denied unless they are carried into the subsequent term by formal action.

In case of a tie vote or a vote with no clear majority due to abstentions, a committee vote fails and a separate motion should be made to refer the item to Council without a recommendation.

VII. **Common Motions.**

Motion	Requires Second	Debatable	Amendable	Vote Required
Main Motion	Y	Y	Y	Majority
Motion to Reconsider	Y	Y	N	Majority
Motion to Amend	Y	Y	Y	Majority (with notice)
Motion to Substitute	Y	Y	Y	Majority
Motion to Amend the Amendment	Y	Y	N	Majority
Motion to Refer to Committee	Y	Y	Y	Majority
Motion to Hold	Y	Y	Y	Majority
Motion to Call the Question	Y	N	N	2/3
Motion to Suspend the Rules	Y	N	N	3/4
Motion to Divide the Question	Y	N	N	Majority
Motion to Open the Floor	Y	Y	Y	Majority
Point of Order	N	N	N	None
Motion to Recess	Y	N	Y	Majority
Motion to Adjourn	Y	N	Y	Majority

**VIII. Calling the Vote.**

**Voice Vote.** All actions, other than those requiring a roll call vote, may be undertaken by voice vote.

**Roll Call Vote.** A roll call vote is required to adopt ordinances; resolutions; documents assessing or levying taxes; documents appropriating or disbursing funds; actions creating a liability or charge against the City; actions discharging or commuting a claim or demand against the City; actions confirming appointments; and motions to convene and come out of closed session. The Mayor may call for a roll call vote at their discretion or upon the request of any Alderperson. An appropriate request for a roll call vote is, “Your Honor/Mayor, I request a roll call vote.” This is not a motion so it does not require a second, debate, or vote.

**IX. Location and Availability.**

All Common Council, Commission, Committee, and Board meetings shall take place in **Council Chambers City Hall**, with open, unlocked doors. Exceptions may be made for closed session meetings; emergency meetings; and for special meetings called for specific purposes or at special locations.

Whenever heavy attendance is anticipated, the Mayor or Committee Chair shall arrange to provide for overflow room(s) where members of the public may watch or otherwise participate in the proceedings. Meetings shall be recorded ~~and the City Clerk or Committee Clerk shall transmit the recording to Municode within 96 hours of meeting adjournment,~~ except that closed session **Council meetings discussions** shall not be recorded. Recordings shall be retained pursuant to the City’s document retention schedule. **Common Council, Standing Committee, Committee of the Whole, and Plan Commission meetings shall be livestreamed with a viewing link included on the meeting agenda.** Nothing herein shall be deemed to prevent City staff from causing the livestream and/or recordings to be available at additional sites, such as the City’s website, the WSCS website, and/or social media feeds.

**1. Remote Attendance.** **Livestreamed meeting** agendas shall include a **Microsoft Teams** link by which members of the body or of the public may watch ~~or otherwise participate in~~ the proceeding. **Other meeting recordings may be viewable on the City’s website after the meeting has concluded.** ~~Remote attendees shall be afforded the same opportunity and privilege as in-person attendees.~~ If an attendee desires reasonable additional accommodation in order to attend ~~or participate in~~ a meeting, such as translation or hearing assistance services, such person shall provide notice to the Council or Committee Clerk **at least six business hours** before the meeting so that the accommodation may be secured.

**2. Remote Participation.** If a member wishes to participate in a ~~closed-session~~ meeting remotely, such participation shall be by secure Microsoft Teams link, which is not available except upon individualized permission as appropriate. **A nonmember wishing to comment during a meeting’s public comment period shall make a request to the City Clerk at least six business hours before the meeting so that a remote participation link can be supplied.** **Nonmember remote participants shall be entitled to the permissions and limitations applicable to nonmember, in-person participants.**

**X. Rules for the Public.**

Personal electronic devices that make noise, such as phones and tablets, shall be set to “silent mode” while a meeting is in session so as not to cause a disturbance or distraction. The public present at the meeting should remain silent during the Common Council meeting except when speaking during designated public input opportunities in accordance with this handbook. The Mayor sets the tone for the Common Council meetings and enforces all the rules. The Mayor or Committee Chairperson may call anyone out of order and have anyone who is out of order escorted out of the council chambers.

In order to speak before the Common Council during public forum, a person must make a request **to the City Clerk prior to meeting commencement. Such requests may be by telephone to the number noted on the meeting’s agenda.** ~~by noon on the day of the meeting to the City Clerk.~~ Not more than five people will be allowed to speak during public forum and each speaker will be limited to five minutes. If more than five people request to participate in public forum, preference shall be given to City residents, then to persons paying property taxes to the City, and then to all others. Comments are limited to discussion of items on the meeting’s agenda. An Alderperson may move to open the floor for one additional minute to allow a speaker to exceed the five-minute limitation, and such motion may be approved by majority vote.

The Common Council generally does not respond to or debate issues with the public during a meeting. The Council may discuss any matter raised by the public pursuant to Wis. Stat. s. 19.83(2) but may not act on such matter unless such action was properly included in the Council agenda. Committees may engage with the public during a meeting subject to chairperson discretion. Individuals wishing to speak during a committee meeting should raise their hand and be recognized by the chairperson before speaking. No action may be taken by a Committee on any matter raised by the public unless such action was properly included in the Committee agenda.

**Basic Rules for Public Comment **During Council, Committee, Board, and Commission Meetings.****

1. Before speaking, clearly state your name and either address or **aldermanic district, or for nonresidents, your community of residence.**
2. ~~Speak clearly, do not swear or use foul language.~~ **Obscene and threatening language is prohibited.**
3. Address comments to ~~Alderpersons~~ **Council**, committee **members**, etc. **and not to other members of the public or to city staff.**
4. Limit comments to matters on the meeting agenda **and limit your time to the time allowed.**
5. No advertising, self-promotion, or electioneering.
- ~~6. Do not be argumentative with presenters or department heads or representatives.~~
- ~~7. Do not personally attack or criticize the Mayor, Alderpersons, city officials, department heads, elected officials or staff.~~
- ~~8. Do not personally attack or criticize any member of the public (whether or not present), board/committee members, employees, and the Mayor.~~
- ~~9. Maintain your composure and show respect to the Chairperson and respective committee members.~~
10. **5.** Except for signs displayed by the City as official government speech, signs are not permitted within Council Chambers during a meeting, regardless of size or content. During a meeting, signs may be displayed in the hallways outside of Chambers or within other common spaces within and around City Hall. The purpose of this restriction is to limit distractions and obstructions that may unreasonably interfere with other attendees’ ability to attend and participate in public meetings.

**XI. Suspending the Rules.**

The Common Council operates by a set of operating rules, some of which may be suspended by motion and two-thirds supporting vote. An appropriate motion is, “Your Honor/Mayor, I move to suspend the rules to allow for (select action).” Typically, rules will be suspended to allow for immediate action on an item that was not referred to the Common Council by Committee action.

Rules that cannot be suspended include: procedural rules prescribed by constitution, statute, ordinance, or bylaws; fundamental principles of parliamentary law such as limiting the right to vote or allowing only one question to be considered at a time; rules protecting rights of absentee or individual members such as quorum requirements, requirements for previous notice, the right of any member to exercise their full rights in meeting participation; or rules applicable outside of a meeting, such as day-to-day organizational

procedure. A motion to suspend the rules cannot interrupt a speaker who has the floor, requires a second, is not debatable, cannot be amended, and cannot be reconsidered.



**CITY OF SHEBOYGAN  
REPORT 57-25-26**

**BY CITY CLERK.**

**APRIL 20, 2026.**

Submitting a Summons and Complaint in the matter of El Rancho LLC et al vs. City of Sheboygan et al.

STATE OF WISCONSIN

CIRCUIT COURT

SHEBOYGAN

El Rancho LLC et al vs. City of Sheboygan et al

Electronic Filing Notice

Case No. 2026CV000253
Class Code: Petition for Writ of Certiorari

FILED
04-07-2026
Sheboygan County
Clerk of Circuit Court
2026CV000253
Honorable Rebecca L. Persick
Branch 4

Item 9.

CITY OF SHEBOYGAN
828 CENTER AVE
SHEBOYGAN WI 53081

Process Server
Date: 4/8/26 Time: 2:11 am
() Personal
() Posted
() Substitute
() Corporate

Case number 2026CV000253 was electronically filed with/converted by the Sheboygan County Circuit Court office. The electronic filing system is designed to allow for fast, reliable exchange of documents in court cases.

Parties who register as electronic parties can file, receive and view documents online through the court electronic filing website. A document filed electronically has the same legal effect as a document filed by traditional means. Electronic parties are responsible for serving non-electronic parties by traditional means.

You may also register as an electronic party by following the instructions found at http://efiling.wicourts.gov/ and may withdraw as an electronic party at any time. There is a fee to register as an electronic party. This fee may be waived if you file a Petition for Waiver of Fees and Costs Affidavit of Indigency (CV-410A) and the court finds you are indigent under §814.29, Wisconsin Statutes.

If you are not represented by an attorney and would like to register an electronic party, you will need to enter the following code on the eFiling website while opting in as an electronic party.

Pro Se opt-in code: 313ae3

Unless you register as an electronic party, you will be served with traditional paper documents by other parties and by the court. You must file and serve traditional paper documents.

Registration is available to attorneys, self-represented individuals, and filing agents who are authorized under Wis. Stat. 799.06(2). A user must register as an individual, not as a law firm, agency, corporation, or other group. Non-attorney individuals representing the interests of a business, such as garnishees, must file by traditional means or through an attorney or filing agent. More information about who may participate in electronic filing is found on the court website.

If you have questions regarding this notice, please contact the Clerk of Circuit Court at 920-459-3068.

Sheboygan County Circuit Court
Date: April 8, 2026

FILED

04-07-2026

Sheboygan County

Clerk of Circuit Court

2026CV000253

Honorable Rebecca L.  
Persick

Branch 4

Item 9.

STATE OF WISCONSIN

CIRCUIT COURT

SHEBOYGAN COUNTY

El Rancho LLC, and  
Juan Negrete  
1725 N 8th Street  
Sheboygan, Wisconsin 53081

Plaintiff-Petitioners

Case No:

vs.

Case Code: 30955

City of Sheboygan, and  
City of Sheboygan Common Council  
828 Center Ave.  
Sheboygan, Wisconsin 53081

Defendant-Respondents.

---

**SUMMONS**

---

THE STATE OF WISCONSIN, To each person named above as a Defendant: You are hereby notified that the Plaintiff named above has filed a lawsuit or other legal action against you. The complaint, which is attached, states the nature and basis of the legal action.

Within 20 days of receiving this summons, you must respond with a written answer, as that term is used in chapter 802 of the Wisconsin Statutes, to the complaint. The court may reject or disregard an answer that does not follow the requirements of the statutes. The answer must be sent or delivered to the court, whose address is Clerk of Circuit Court, Sheboygan County Courthouse, 615 N. 6th Street, Sheboygan Wisconsin 53081, and to Dierkes Law Office, LLC, Plaintiff's attorney, whose address is 610 Riverfront Drive, Sheboygan, Wisconsin 53081. You may have an attorney help or represent you.

If you do not provide a proper answer within 20 days, the court may grant judgment against you for the award of money or other legal action requested in the complaint, and you may lose your right to object to anything that is or may be incorrect in the complaint. A judgment may be enforced as provided by law. A judgment awarding money may become a lien against any real estate you own now or in the future, and may also be enforced by garnishment or seizure of property.

April 7th, 2026

610 Riverfront Drive  
Sheboygan, Wisconsin 53081  
Telephone: 920-457-5703  
[dierkes@dierkeslaw.com](mailto:dierkes@dierkeslaw.com)

Dierkes Law Office, LLC  
Electronically signed by:  
Attorney Jason E. Dierkes  
Attorney for Plaintiff-Petitioners  
State Bar No: 1038554

FILED

04-07-2026

Sheboygan Cou

Clerk of Circuit Court

2026CV000253

Honorable Rebecca L.

Persick

Branch 4

Item 9.

STATE OF WISCONSIN

CIRCUIT COURT

SHEBOYGAN COUNTY

El Rancho LLC, and  
Juan Negrete  
1725 N 8th Street  
Sheboygan, Wisconsin 53081

Plaintiff-Petitioners

Case No:

vs.

Case Code: 30955

City of Sheboygan, and  
City of Sheboygan Common Council  
828 Center Ave.  
Sheboygan, Wisconsin 53081

Defendant-Respondents.

---

**Petition for Writ of Certiorari**

---

The plaintiff petitioners', El Rancho LLC and Juan Negrete, through their attorney Jason E. Dierkes, of Dierkes Law Office, LLC, allege as follows:

**PARTIES**

1. Plaintiff-Petitioner, El Rancho LLC is a Wisconsin limited liability company. Its agent and representative license applicant, Juan Negrete, is a Wisconsin resident and owner-member of the LLC, with a principal place of business at 1515 New Jersey Ave., Sheboygan, Wisconsin 53081.
2. Defendant, City of Sheboygan is a Wisconsin municipality and the Common Council is the governing municipal body with the authority of granting, or denying, Class B Liquor licenses within its jurisdiction.

**JURISDICTION AND VENUE**

Item 9.

3. This court has jurisdiction over the subject matter pursuant to Article VII §8 of the Wisconsin Constitution, and Wis.Stat. §125(12)(2)(d).

**GENERAL ALLEGATIONS**

5. My Place Bar & Grill located at 1515 New Jersey Ave., in Sheboygan, Wisconsin has operated and done business with a valid liquor license for an extended period of time, issued by the City of Sheboygan, and held by Alex Sosa.

6. In January 2026, Alex Sosa and Juan Negrete entered into an agreement for the purchase of the establishment, and together they submitted a liquor license transfer application to the City.

7. On February 9th, 2026 the liquor license transfer application went before the City of Sheboygan Licensing, Hearing, and Public Safety Committee, at which time there was inquiry regarding any relationship of the applicant Juan Negrete to a separate legal entity licensed by the City, at a different location, and owned by Elena Cortez. Upon further discussion, the City Attorney commented:

*"I'll offer that when the police department, the clerk's department, and the city attorney's department, first assessed this application consistent with our policies and procedures, there was not a reason to recommend denial."*

*City of Sheboygan, Licensing, Hearing, and Public Safety Committee*

*2-9-2026 video beginning at 19 mins.*

8. El Rancho LLC's Articles of Organization were filed in January of 2026, and Juan Negrete is the authorized agent and applicant for the liquor license transfer pursuant to Wis.Stat.125.04(5)(c).

9. Juan Negrete meets the statutory requirements set-forth in Wis.Stat.125.04(5)(a) - no criminal conviction, resident at least 90 days, etc.
10. Juan Negrete did not attend the February 9th, 2026 Licensing, Hearing, and Public Safety Committee hearing, and the hearing was adjourned to invite Juan Negrete to the next scheduled meeting.
11. On February 23rd, 2026, Juan Negrete attended the Licensing, Hearing, and Public Safety Committee hearing, where Juan Negrete was asked about any connection to another currently licensed bar in the City of Sheboygan named Mi Ranchito. Juan Negrete advised that the other bar is owned by his girlfriend, Elena Cortez, not him, and this application was completely in his name, etc.
12. Also at the February 23rd, 2026 Licensing, Hearing, and Public Safety Committee hearing the police department provided commentary about being concerned about past issues that have occurred at Mi Ranchito on Indiana Ave., whose liquor license is held by Elena Cortez. At this hearing the department did not believe the 1515 New Jersey Ave location was a fit despite the location having been a licensed bar location for decades.
13. In addition, at the February 23rd, 2026 hearing, the committee considered an incident that occurred over 1 year prior involving Juan Negrete where a municipal citation for disorderly conduct was issued and later dismissed by the City, in contradiction to the prohibition against discrimination on arrest or conviction record and set-forth in Wis.Stat.125.12(12)((b)(2).  
*Wis.Stat.111.321 et seq; City of Sheboygan, Licensing, Hearing, and Public Safety Committee 2-23-2026 video beginning at 9:45.*
14. At the February 23rd, 2026 hearing the Licensing, Hearing, and Public Safety Committee voted to recommend the Common Council deny El Rancho - Juan Negrete's liquor license transfer application.

15. On March 6th, 2026 El Rancho - Juan Negrete's transfer application went before the Common Council, at which time the City Attorney was asked to speak first. The City Attorney advised the Council that the Licensing, Hearing, and Public Safety Committee recommended denial of the applicant, but that the applicant - Juan Negrete satisfies the minimum requirements under State and Local law for the license, and while the Council can consider other factors, those other factors can't be discriminatory.

Immediately after those comments by the City Attorney, the matter was voted to be returned to the Licensing, Hearing, and Public Safety Committee. *City of Sheboygan, Common Council Hearing, 3-6-2026 video beginning at 25:44*

16. On March 10th, 2026 the Law and License Committee took up El Rancho - Juan Negrete's liquor license transfer application again, and again discussed the incident that resulted in the Municipal Court Citation for disorderly conduct, but this time the committee voted to recommend Approval of the license transfer to the Common Council.

17. On March 16th, 2026, six days after the committee's recommended Approval, the issue went before the common council again. At his hearing, the police department made additional commentary regarding the application. After the March 10th, 2026 recommendation for approval, but before the Common Council hearing of March 16th, 2026, on March 14th or March 15th, 2026, officers stopped at 1515 New Jersey Ave., entered, and the police department commentary provided to the Council stated that an officer observed there were patrons eating food, and that the officer did not observe any alcohol out, but did observe mixers on the bar rail, and liquor in the establishment. It was further asked of the City Clerk to correct if wrong, but the speaker informed the Council that the location does not have a valid or active liquor license. Finally, it was observed that there were active gambling machines being used. This event, after the committee's recommendation of approval, but before the common council vote, was used as the basis to not follow the committee's recommendation of Approval six days earlier, and

instead deny the liquor license transfer application. *City of Sheboygan, Common Council Hearing, 3-16-2026 video beginning at 30:30*

18. It is undisputed that El Rancho has the proper permits, inspections, and license to operate and sell food at 1515 New Jersey Ave at the time of the incident of March 14th and 15th, 2026.

19. The City Clerk should have corrected the police department representative when asked to do so in the commentary, as 11515 New Jersey has a valid liquor license, Juan Negrete applied for a "Transfer" of liquor license from Alex Sosa.

*"This application is a "Transfer of License." City of Sheboygan, Law & Licensee Committee 2-9-2026 video beginning at 17:00*

20. The presence or use of the 'gambling machines' as a basis for denial is prohibited by 125.12(1)(c).

**FIRST CAUSE OF ACTION  
(Writ of Certiorari)**

21. Paragraphs 1 through 20 are incorporated herein by reference as if fully set forth.

22. The applicant El Rancho and Juan Negrete meet the statutory requirements set-forth by statute for the qualifications for holding or issuance of a liquor license.

23. This Court's review is limited to: (1) whether the Council kept within its jurisdiction; (2) whether it acted according to law; (3) whether its action was arbitrary, oppressive, or unreasonable and represented its will and not its judgment; and (4) whether the evidence was such that it might reasonably make the order or determination in question.

24. The evidence in the record must be substantial.

25. The Common Council's consideration of any municipal citation issued for disorderly conduct, and dismissed, over 1 year ago is discriminatory to the applicant as defined by statute and prohibited, and as a result the Council did not act according to law.

26. The Common Council's consideration of the commentary provided at the hearing that an officer did not observe any alcohol out, but did observe mixers in the bar rail, is not evidence because commentary provided was hearsay and not provided by the observing officer, is not substantial, and as a result the Council did not act according to law. Item 9.
27. The Common Council's consideration of the provided commentary at the hearing that the location does not have a valid liquor license is an incorrect statement, as El Rancho - Juan Negerete's application was a Transfer Application. A transfer application by definition means someone has a license- to transfer. Which makes the comments at the hearing considered by the Council were factually incorrect. It is not evidence, is not substantial, and as a result the Council did not act according to law.
28. No liquor was being served, or sold, and the operation of selling food was lawful.
29. The Common Council's consideration of the commentary provided that an officer observed operation of gambling machines, and that is a violation of the law without a license, is discriminatory or prohibited for consideration by statute, and as a result the Council did not act according to law.
30. The Committee's and the Common Council's consideration of any issues involving a separate licensed liquor holder who is not the *applicant*, and the back and forth between committee and council to deny, approve, and then deny, demonstrates the Council exercised its decision making authority improperly by looking for reasons to deny, a pre-text, and imputing issues on the applicant that are not related to the applicant. It represented the Council's will, not its judgment, and therefore acted outside of its authority.
31. The alleged reasons provided by the denial, "lack of cooperation and noncompliance with law enforcement" was not supported by the evidence such that it might reasonably make the order or determination in question.

Wherefore, the plaintiff-petitioner demands:

- (a) For an Order that the City acted outside of the law and in a discriminatory manner when it considered the matters as set-forth herein;
- (b) For an Order that the City did not base any decision on admissible evidence in the record, and any evidence that was considered was not substantial to authorize denial;
- (c) For an Order remanding the application go back to the City to consider the Transfer Application according to the applicable law;
- (d) For such other and further relief as the court may deem just and proper.

April 7th, 2026

Dierkes Law Office, LLC  
Electronically signed by:  
Attorney Jason E. Dierkes  
Attorney for Plaintiffs-Petitioners  
State Bar No: 1038554

610 Riverfront Drive  
Sheboygan, Wisconsin 53081  
Telephone: 920-457-5703  
[dierkes@dierkeslaw.com](mailto:dierkes@dierkeslaw.com)

Item 9.



March 18, 2026

El Rancho, LLC, DBA: El Rancho Bar and Grill  
Attn: Juan Negrete  
1725 N. 8<sup>th</sup> Street  
Sheboygan WI 53081

VIA CERTIFIED MAIL

9589 0710 5270 2242 8477 16

Re: El Rancho, LLC, DBA: El Rancho Bar and Grill;  
Premises: 1515 New Jersey Ave  
License No. 3767

Dear Mr. Negrete,

Pursuant to Wisconsin Statute § 125.12(3m), we are informing you of the City of Sheboygan Common Council's decision to deny the "Class B" Liquor Alcohol Beverage License Application for El Rancho, LLC, DBA: El Rancho Bar and Grill.

On March 16, 2026, the City of Sheboygan Common Council denied the "Class B" Liquor Alcohol Beverage License Application submitted by El Rancho, LLC, DBA: El Rancho Bar and Grill due to lack of cooperation and noncompliance with law enforcement. Compliance with law enforcement regulations and cooperation with public safety officials are essential responsibilities of all license holders.

You may seek review and/or appeal of this decision pursuant to applicable state law, including Wisconsin Statute § 125.12, and any applicable provisions of the Sheboygan Municipal Code.

Sincerely,

Meredith DeBruin  
City Clerk  
City of Sheboygan  
828 Center Avenue  
Sheboygan, WI 53081  
920-459-3361

CITY CLERK'S OFFICE

CITY HALL  
828 CENTER AVE.  
SUITE 103  
SHEBOYGAN, WI 53081

920-459-3361  
sheboyganwi.gov

MD/ns

cc: Sgt. Rebecca Rupnick  
Attorney Liz Majerus  
File - Licensing Clerk, Nichole Shilts

**CITY OF SHEBOYGAN  
REPORT 4-26-27**

**BY SHEBOYGAN POLICE DEPARTMENT.**

**MAY 11, 2026.**

Pursuant to section 30-50 of the Municipal Code, I herewith submit my quarterly report showing the Benchmark Measurements for my department for the period commencing January 1, 2026 and ending March 31, 2026.

	<u>YTD 2026</u>	<u>YTD 2025</u>	<u>5 Yr YTD Avg ('21 to '25)</u>	<u>2025 Actual</u>	<u>2026 Benchmarks</u>
<b><u>Patrol and Investigations</u></b>					
Homicide	1	0	0	0	0
Rape	13	7	11	30	No Goal
Robbery	0	5	2	11	10
Aggravated Assault	21	34	29	141	100
Burglary	6	6	12	24	100
Theft - Larceny	92	136	120	548	800
Motor Vehicle Theft	4	6	3	21	30
Arson	1	1	1	2	10
<b>Total Crimes Against Persons</b>	<b>185</b>	<b>214</b>	<b>188</b>	<b>839</b>	<b>No Goal</b>
<b>Total Crimes Against Property</b>	<b>171</b>	<b>242</b>	<b>241</b>	<b>1,004</b>	<b>No Goal</b>
<b>Percent of Offenses Cleared</b>	<b>77%</b>	<b>75%</b>	<b>71%</b>	<b>69%</b>	<b>70%</b>
<b>Accident Investigations</b>	<b>327</b>	<b>327</b>	<b>351</b>	<b>1,365</b>	<b>1,500</b>
<b>Traffic Stops</b>	<b>1,815</b>	<b>1,571</b>	<b>1,446</b>	<b>5,753</b>	<b>5,500</b>
<b>Traffic Arrests</b>	<b>1,021</b>	<b>1,017</b>	<b>975</b>	<b>3,800</b>	<b>No Goal</b>
<b>Other Arrests</b>	<b>642</b>	<b>702</b>	<b>669</b>	<b>2,939</b>	<b>No Goal</b>
<b>Speed Device Deployments</b>	<b>0</b>	<b>8</b>	<b>2</b>	<b>18</b>	<b>30</b>
<b>HVEE Deployments</b>	<b>301</b>	<b>148</b>	<b>60</b>	<b>601</b>	<b>500</b>
<b>Parking Tickets Issued</b>	<b>3,198</b>	<b>705</b>	<b>3,298</b>	<b>5,602</b>	<b>10,000</b>
<b>Neighborhood Foot Patrol</b>	<b>92</b>	<b>2</b>	<b>9</b>	<b>142</b>	<b>150</b>
<b>Hot Spot Crime Patrols</b>	<b>111</b>	<b>5</b>	<b>40</b>	<b>620</b>	<b>500</b>
<b>Field Interviews</b>	<b>36</b>	<b>14</b>	<b>18</b>	<b>134</b>	<b>150</b>
<b>Involuntary Commitments</b>	<b>9</b>	<b>15</b>	<b>28</b>	<b>68</b>	<b>No Goal</b>

**Administration and Outreach**

<b>Open Records Requests</b>	1,877	1,875	1,686	7,459	4,000
<b>Nixle Messages Sent</b>	4	11	17	40	250
<b>Press Releases</b>	3	3	4	13	50
<b>Facebook Posts</b>	45	37	56	194	No Goal
<b>Facebook Followers</b>	25,274	22,372		24,403	No Goal
<b>Brat with a Cop Events</b>	0	0		8	10
<b>Other Outreach Events</b>	44	17	26	64	80

**CITY OF SHEBOYGAN**

**REQUEST FOR LICENSING, HEARINGS AND PUBLIC SAFETY COMMITTEE CONSIDERATION**

---

**ITEM DESCRIPTION:** Report submitting the Police Department Quarterly Report for the period commencing January 1, 2026, and ending March 31, 2026.

---

**REPORT PREPARED BY:** Kurt Zempel, Chief of Police

---

**REPORT DATE:** April 24, 2026

**MEETING DATE:** May 11, 2026

---

**FISCAL SUMMARY:**

Budget Line Item: N/A  
Budget Summary: N/A  
Budgeted Expenditure: N/A  
Budgeted Revenue: N/A

**STATUTORY REFERENCE:**

Wisconsin N/A  
Statutes:  
Municipal Code: Sec. 30-50

---

**BACKGROUND / ANALYSIS:**

The Quarterly Report of Benchmarks for the Police Department for the Period commencing January 1, 2026, and ending March 31, 2026, is presented for information and discussion as required by section 30-50 of the Municipal Code.

**STAFF COMMENTS:**

Highlights of the report are as follows:

- Violent crimes continue to trend favorably compared to both the previous year and the five-year average, driven by a decline in assaults overall.
- Property crimes also remain low this year, with significant drops in both criminal damage to property (43 vs. 61) and retail thefts (41 vs. 74) contributing to the decline.
- The department continues to engage in proactive traffic enforcement targeted to our highest-risk street segments. This year has seen an increase in traffic stops and traffic crashes remain low compared to historical averages.
- Our training division just completed our spring sessions of in-service training, and May will see the academy graduation of three additional officers.

**ACTION REQUESTED:**

Motion to recommend Council file report 4-26-27.

**ATTACHMENTS:**

- I. Report 4-26-27

**CITY OF SHEBOYGAN  
REPORT 5-26-27**

**BY FIRE DEPARTMENT (FIRE CHIEF ERIC MONTELLANO)**

**MAY 11, 2026.**

Pursuant to section 24-459 of the Municipal Code, I herewith submit my quarterly report showing the Benchmark Measurements for my department, for the period commencing January 1, 2026 and ending March 31, 2026.

## 2026 FIRST QUARTER REPORT

	2024 EOY	2025 EOY	2025 YTD	2026 YTD
<b>Incident Types</b>				
Fires	80	81	20	45
Rescue & EMS	5,533	5,709	1,458	1,294
Non-Fires	1,465	1,576	371	369
<b>TOTAL</b>	<b>7,078</b>	<b>7,366</b>	<b>1,849</b>	<b>1,708</b>
<b>Incident Count Per Station</b>				
Station 1	2,161	2,321	548	547
Station 2	1,209	1,240	296	321
Station 3	1,824	1,815	466	414
Station 4	1,000	1,190	295	278
Station 5	640	654	177	134
Mutual Aid Given	76	76	20	11
Mutual Aid Received	22	10	1	1
Overlapping Calls (Percent)	70%	83%	83%	77%
Overlapping Calls (Count)	4,938	6,093	1,526	1,312
<b>Fire Loss</b>				
Incidents	67	69	14	12
Pre Incident Value	\$ 71,492,085	\$ 153,787,725	\$ 5,668,400	\$ 15,444,700
Property Loss	\$ 322,395	\$ 689,925	\$ 108,000	\$ 13,000
Content Loss	\$ 87,070	\$ 536,950	\$ 37,350	\$ 43,230
Total Loss	\$ 409,465	\$ 1,226,875	\$ 145,350	\$ 56,230
Average Loss	\$ 6,111	\$ 17,781	\$ 10,382	\$ 4,686
Property Saved	\$ 71,082,620	\$ 152,560,850	\$ 5,560,400	\$ 15,431,700
<b>Workload</b>				
Inspections	2,358	2,450	322	324
School Safety Programs (Students)	3,090	2,974	0	0
Public Events	112	81	6	11
Station Tours	42	18	0	4
Installed Smoke Alarms	96	44	6	27
Fire Training Hours	17,548	19,575	4,773	4,287
EMS Training Hours	2,724	2,847	715	1,453
Investigations	75	67	13	10
<b>Effectiveness</b>				
ISO Rating	2	2	2	2

**CITY OF SHEBOYGAN**

**REQUEST FOR LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE CONSIDERATION**

---

**ITEM DESCRIPTION:** Report submitting the Quarterly Report from the Sheboygan Fire Department for the period commencing January 1, 2026 and ending March 31, 2026.

---

**REPORT PREPARED BY:** Eric Montellano, Fire Chief

---

**REPORT DATE:** April 29, 2026

**MEETING DATE:** May 11, 2026

---

**FISCAL SUMMARY:**

**STATUTORY REFERENCE:**

Budget Line Item: N/A  
Budget Summary: N/A  
Budgeted Expenditure: N/A  
Budgeted Revenue: N/A

Wisconsin Statutes: N/A  
Municipal Code: 24-459

---

**BACKGROUND / ANALYSIS:**

Quarterly Benchmarks from the Fire Department for the period commencing January 1, 2026 and ending March 31, 2026, is presented for information and discussion as required by section 24-459 of the Municipal Code.

**STAFF COMMENTS:**

- Change in Call type breakdown - New national reporting system known as NERIS went into place 1/1/26, replacing NFIRS
- Call volume decreased slightly compared to Quarter 1 of 2025
- Inspection season began in quarter 1 and will continue to progress throughout the year
- School programs will begin this fall. None will be account for until then

**ACTION REQUESTED:**

A motion to recommend the Common Council file Report 5-26-27.

**ATTACHMENTS:**

- I. Report 5-26-27

**CITY OF SHEBOYGAN  
REPORT 6-26-27**

**BY CITY CLERK.**

**MAY 11, 2026.**

Submitting a Summons and Complaint in the matter of U.S. Bank National Association vs. Estate of Diane D. Hutzler et al.

APR 27 2026

STATE OF WISCONSIN

CIRCUIT COURT

SHEBOYGAN

U.S. Bank National Association vs. Estate of Diane D. Hutzel et al

Electronic Filing Notice

Case No. 2026CV000270
Class Code: Foreclosure of Mortgage

FILED
04-14-2026
Sheboygan County
Clerk of Circuit Court
2026CV000270
Honorable George A Limbeck
Branch 5

Item 12.

CITY OF SHEBOYGAN DEPARTMENT OF CITY DEVELOPMENT
807 CENTER AVE
SHEBOYGAN WI 53081

Case number 2026CV000270 was electronically filed with/converted by the Sheboygan County Circuit Court office. The electronic filing system is designed to allow for fast, reliable exchange of documents in court cases.

Parties who register as electronic parties can file, receive and view documents online through the court electronic filing website. A document filed electronically has the same legal effect as a document filed by traditional means. Electronic parties are responsible for serving non-electronic parties by traditional means.

You may also register as an electronic party by following the instructions found at http://efiling.wicourts.gov/ and may withdraw as an electronic party at any time. There is a fee to register as an electronic party. This fee may be waived if you file a Petition for Waiver of Fees and Costs Affidavit of Indigency (CV-410A) and the court finds you are indigent under §814.29, Wisconsin Statutes.

If you are not represented by an attorney and would like to register an electronic party, you will need to enter the following code on the eFiling website while opting in as an electronic party.

Pro Se opt-in code: 0f8f2a

Unless you register as an electronic party, you will be served with traditional paper documents by other parties and by the court. You must file and serve traditional paper documents.

Registration is available to attorneys, self-represented individuals, and filing agents who are authorized under Wis. Stat. 799.06(2). A user must register as an individual, not as a law firm, agency, corporation, or other group. Non-attorney individuals representing the interests of a business, such as garnishees, must file by traditional means or through an attorney or filing agent. More information about who may participate in electronic filing is found on the court website.

If you have questions regarding this notice, please contact the Clerk of Circuit Court at 920-459-3068.

Sheboygan County Circuit Court
Date: April 15, 2026

Handwritten signature and date: 4/27/26 8:20am

FILED  
04-14-2026

Item 12.

Sheboygan County  
Clerk of Circuit Court  
2026CV000270  
Honorable George A  
Limbeck  
Branch 5

STATE OF WISCONSIN

CIRCUIT COURT

SHEBOYGAN COUNTY

U.S. Bank National Association  
2800 Tamarack Rd.  
Owensboro, KY 42301

Plaintiff,

vs.

Case Number:  
FORECLOSURE CASE CODE -  
30404

**SUMMONS**

Estate of Diane D. Hutzell  
c/o Charles Hutzell, Personal Representative  
482 Amesbury Drive  
Columbus, OH 43230

Unknown Tenants  
2407 17th St S  
Sheboygan, WI 53081

City of Sheboygan Department of City Development  
807 Center Ave  
Sheboygan, WI, 53081

Defendants

**THE STATE OF WISCONSIN**

To each person or entity named above as a defendant:

**You are hereby notified** that the Plaintiff named above has filed a lawsuit or other legal action against you. The Complaint, which is attached, states the nature and basis of the legal action.

Within twenty (20) days of receiving this summons, (60 days if you are the United States of America, 45 days if you are the State of Wisconsin or an insurance company), you must respond with a written answer, as that term is used in chapter 802 of the Wisconsin Statutes, to the complaint. The court may reject or disregard an answer that does not follow the requirements of the statutes. The answer must be sent or delivered to the court, whose address is:

**Sheboygan County Clerk of Court  
615 N 6th Street  
Sheboygan, WI 53081-4692**

and to the plaintiff's attorney whose address is:

**Randall S. Miller & Associates, LLC**  
**342 N. Water St., Suite 613**  
**Milwaukee WI 53202**

You may have an attorney help or represent you.

If you do not provide a proper answer within twenty (20) days of receiving this summons, (60 days if you are the United States of America, 45 days if you are the State of Wisconsin or an insurance company), the court may grant judgment against you for the award of money or other legal action requested in this complaint and you may lose your right to object to anything that is or may be incorrect in the complaint. A judgment may be enforced as provided by law. A judgment awarding money may become a lien against any real estate you may own, now or in the future, and may also be enforced by garnishment or seizure of property.

Dated this 7th day of April 2026.

**Randall S. Miller & Associates, LLC**  
**Attorneys for Plaintiff**

**Electronically Signed By:**  
**/s/ Cord J. Harris**

---

**Cord J. Harris**  
**State Bar No. 1096301**

**Randall S. Miller & Associates, LLC**  
**342 N. Water St., Suite 613**  
**Milwaukee, WI 53202**  
**P: (414) 937-5992 F: (414) 921-5628**  
**Email: wisconsin@rsmalaw.com**  
**Our Case Number: 26WI00042-1**

**PLEASE SERVE THE FOLLOWING DEFENDANTS AT THE FOLLOWING  
ADDRESSES:**

**Estate of Diane D. Hutzel  
c/o Charles Hutzel, Personal Representative  
482 Amesbury Drive  
Columbus, OH 43230**

**Estate of Diane D. Hutzel  
2407 17th St S  
Sheboygan, WI 53081**

**City of Sheboygan Department of City Development  
807 Center Ave  
Sheboygan, WI, 53081**

**THANK YOU**

FILED  
04-14-2026

Item 12.

Sheboygan County  
Clerk of Circuit Court  
2026CV000270  
Honorable George A  
Limbeck  
Branch 5

STATE OF WISCONSIN

CIRCUIT COURT

SHEBOYGAN COUNTY

U.S. Bank National Association  
2800 Tamarack Rd.  
Owensboro, KY 42301

Plaintiff

vs.

Case Number:

FORECLOSURE CASE CODE -  
30404

**COMPLAINT**

Estate of Diane D. Hutzel  
c/o Charles Hutzel, Personal Representative  
482 Amesbury Drive  
Columbus, OH 43230

Unknown Tenants  
2407 17th Street S  
Sheboygan, WI 53081

City of Sheboygan Department of City Development  
807 Center Ave  
Sheboygan, WI, 53081

Defendants

**COUNT 1 – FORECLOSURE OF MORTGAGE**

THE STATE OF WISCONSIN TO EACH DEFENDANT NAMED ABOVE:

NOW COMES the Plaintiff, U.S. BANK NATIONAL ASSOCIATION, by and through its attorneys, Randall S. Miller & Associates, LLC, as and for a Complaint against the Defendants, pleads as follows:

1. The Plaintiff is the current holder of a certain note and mortgage on real estate located in Sheboygan County, Wisconsin. A true copy of the note is attached as **Exhibit A** and is incorporated by reference. A true copy of the mortgage is attached hereto as **Exhibit B** and is incorporated by reference.
2. The Defendant Mortgagor, Diane D. Hutzel, is deceased having passed away on January 22, 2025, as evidenced by Probate Case 2025IN000103 opened August 26, 2025. Charles Hutzel was appointed the Personal Representative of the Estate.
3. The mortgaged real estate is owned of record by Estate of Diane Klawa Hutzel and Joan Klawa Popp, as Tenants in Common. Joan Klawa Popp is deceased having passed away on December 26, 2022.

- 4. On or about December 12, 2016, the Mortgagors executed and delivered to U.S. Bank National Association, a Note in writing dated that date and thereby promised to pay the principal balance of \$25,000.00 plus interest payable in accordance with the terms and provisions of said note. Plaintiff is the current holder of said note.
- 5. That to secure the indebtedness, the Mortgagors duly executed a mortgage to U.S. Bank National Association, which mortgage was dated on December 12, 2016, and recorded in the Office of the Register of Deeds for Sheboygan County on January 3, 2017, as Document No. 2032882.
- 6. That this foreclosure action brought pursuant to Chapter 846 of the Wisconsin Statutes, involves real property located in Sheboygan County, Wisconsin and legally described as follows:

**LOT FIFTEEN (15), BLOCK TWELVE (12), SOUTH SHEBOYGAN SUBDIVISION IN THE CITY OF SHEBOYGAN, ACCORDING TO THE RECORDED PLAT THEREOF.**

**SUBJECT TO ALL EASEMENTS, COVENANTS, CONDITIONS, RESERVATIONS, LEASES AND RESTRICTIONS OF RECORD, ALL LEGAL HIGHWAYS, ALL RIGHTS OF WAY, ALL ZONING, BUILDING AND OTHER LAWS, ORDINANCES AND REGULATIONS, ALL RIGHTS OF TENANTS IN POSSESSION, AND ALL REAL ESTATE TAXES AND ASSESSMENTS NOT YET DUE AND PAYABLE.**

**BEING THE SAME PROPERTY CONVEYED BY DEED RECORDED IN DOCUMENT NO. 1759526, OF THE SHEBOYGAN COUNTY, WISCONSIN RECORDS**

Commonly known as: 2407 17th Street S, Sheboygan, WI 53081  
 TAX ID: 59281 426360

- 7. The Mortgagor defaulted under the terms and conditions of the Note by failing to pay the monthly payments as they became due and the Plaintiff has declared the total amount immediately due and payable as provided in the Note and Mortgage. The following amounts are currently due, and the mortgage payments are due for March 11, 2025:

Principal Balance:	\$14,531.43
Interest Due:	\$ 1,284.93
Late Charges:	\$ 261.00
Escrow Advances:	\$ 14.19
Flat/Other Penalty Fee:	\$ .01
Recoverable Balance:	<u>\$ 510.00</u>
TOTAL:	\$16,601.56

8. The amount due continues to vary from day to day due to additional late charges, fees, costs and interest. Interest is accruing at the rate of 7.80000% per annum. The daily per diem is \$2.81.
9. That by reason of the aforesaid default on the part of the defendants, a notice of acceleration was given to defendants in compliance with the terms of the mortgage and note herein.
10. The plaintiff has declared the indebtedness immediately due and payable by reason of the default in the payments and has directed that foreclosure proceedings be initiated.
11. The mortgaged premises is a parcel of land with 20 acres or less; with a one to four family residence thereon which is the homestead of the defendant(s) and cannot be sold in parcels without injury to the interests of the parties.
12. The Plaintiff has elected to proceed with foreclosure pursuant to Section 846.101 of the Wisconsin Statutes, with the foreclosure and sale to be held after the expiration of three (3) months from the date the Judgment is entered, unless the Property is determined abandoned under Section 846.102. **Plaintiff waives any deficiency judgment.**
13. Names of other persons who are joined as defendants and whose interest in or lien on the mortgaged real estate is sought to be terminated and alleged to be subordinate and inferior to the mortgage of the Plaintiff:

WHEREFORE, Plaintiff demands as follows:

1. For the foreclosure and sale of the Property in accordance with Section 846.101 of the Wisconsin Statutes with the foreclosure and sale to be held after the expiration of three (3) months from the date the Judgment is entered, unless the Property is determined abandoned under Section 846.102;
2. That the amount due to the plaintiff in principal and interest, late charges, taxes, insurance, costs, and attorney's fees be determined;
3. That the Judgment provides that all rights, title and interest that the defendant(s) and all persons claiming under them be barred from all rights in said premises, except the right to redeem before the sale as provided by law;
4. That the Defendants, Occupants, and all persons claiming under them, be enjoined from committing waste or doing any act that may impair the value of the mortgaged premises during the pendency of the action;
5. That the plaintiff may take all necessary steps to secure and winterize the subject property in the event it is abandoned by the defendants and becomes unoccupied during the redemption period or until such time as this matter is concluded;

6. That plaintiff has such other and further relief as may be just and equitable.

### **COUNT II – DECLATORY JUDGMENT**

NOW COMES the Plaintiff, U.S. BANK NATIONAL ASSOCIATION, by and through its attorneys, Randall S. Miller & Associates, LLC, as and for a Complaint against the Defendants, pleads as follows:

1. The Plaintiff is the current holder of a certain note and mortgage on real estate located in Sheboygan County, Wisconsin. A true copy of the note is attached as **Exhibit A** and is incorporated by reference. A true copy of the mortgage is attached hereto as **Exhibit B** and is incorporated by reference.
2. On or about December 12, 2016, the Mortgagors executed and delivered to U.S. Bank National Association, a Note in writing dated that date and thereby promised to pay the principal balance of \$25,000.00 plus interest payable in accordance with the terms and provisions of said note. Plaintiff is the current holder of said note.
3. That to secure the indebtedness, the Mortgagors duly executed a mortgage to U.S. Bank National Association, which mortgage was dated on December 12, 2016, and recorded in the Office of the Register of Deeds for Sheboygan County on January 3, 2017, as Document No. 2032882.
4. That this foreclosure action brought pursuant to Chapter 846 of the Wisconsin Statutes, involves real property located in Sheboygan County, Wisconsin and legally described as follows:

**LOT FIFTEEN (15), BLOCK TWELVE (12), SOUTH SHEBOYGAN  
SUBDIVISION IN THE CITY OF SHEBOYGAN, ACCORDING TO THE  
RECORDED PLAT THEREOF.**

**SUBJECT TO ALL EASEMENTS, COVENANTS, CONDITIONS,  
RESERVATIONS, LEASES AND RESTRICTIONS OF RECORD, ALL LEGAL  
HIGHWAYS, ALL RIGHTS OF WAY, ALL ZONING, BUILDING AND OTHER  
LAWS, ORDINANCES AND REGULATIONS, ALL RIGHTS OF TENANTS IN  
POSSESSION, AND ALL REAL ESTATE TAXES AND ASSESSMENTS NOT YET  
DUE AND PAYABLE.**

**BEING THE SAME PROPERTY CONVEYED BY DEED RECORDED IN  
DOCUMENT NO. 1759526, OF THE SHEBOYGAN COUNTY, WISCONSIN  
RECORDS**

Commonly known as: 2407 17th Street S, Sheboygan, WI 53081  
TAX ID: 59281 426360

5. That on or about September 19, 2016, the Mortgagors duly executed a mortgage to City of Sheboygan Department of City Development, which mortgage was dated September 19, 2016, and recorded in the Office of Register of Deeds for Sheboygan County on September 29, 2016, as Document No. 2027956.
6. Upon information and belief, the prior mortgage was paid or resolved at the closing, or prior to the closing on Plaintiff's subject mortgage, but a satisfaction of mortgage was never recorded. This belief is founded upon the fact that such a mortgage would have been paid off at the closing on Plaintiff's mortgage (which is described in paragraph 3 above). In the alternative, it was the intention of this mortgage, to be subordinated to Plaintiff's first mortgage. In the second alternative, Defendant's mortgage is equitably subordinated to Plaintiff's mortgage.

WHEREFORE, Plaintiff demands as follows:

1. The Court enter a finding that the mortgage dated September 19, 2016, and recorded in the Office of Register of Deeds for Sheboygan County on September 29, 2016, as Document No. 2027956, entered between the Mortgagors and City of Sheboygan Department of City Development be void and held for naught and bound to the terms of a foreclosure judgment in favor of Plaintiff.
2. That plaintiff has such other and further relief as may be just and equitable.

Dated this 7th day of April 2026.

Randall S. Miller & Associates, LLC  
Attorneys for Plaintiff

Electronically Signed By:

/s/ Cord J. Harris  
Cord J. Harris  
State Bar No. 1096301

Randall S. Miller & Associates, LLC  
342 N. Water St., Suite 613  
Milwaukee, WI 53202  
P: (414) 937-5992 F: (414) 921-5628  
Email: wisconsin@rsmalaw.com  
Our Case Number: 26WI00042-1

DIANE D HUTZEL  2407 17TH ST S SHEBOYGAN, WI 53081-6105  <b>Borrower's Name and Address</b> <small>"You" or "your" means each borrower above, jointly and severally.</small>		U.S. Bank National Association    <b>Lender's Name</b> <small>"We", "us", or "our" means the lender named above.</small>	
Account # _____ Date <u>12/12/2016</u> Line of Credit \$ <u>25,000.00</u>	Draw Period <u>10 years</u> Repayment Period <u>20 years</u>	Maturity Date <u>12/11/2046</u> Billing Cycle: <u>monthly</u> Payment Date <u>11th</u> of every <u>month</u>	

**U.S. BANK HOME EQUITY LINE OF CREDIT AGREEMENT**

**GENERALLY:** This is an agreement about your home equity line of credit (your "Account"). Many of the terms we use in this agreement have special meanings. The term "Loan Account Balance" means the sum of the unpaid principal of loans made under this plan plus unpaid but earned finance charges. "Transaction Account" means a deposit account you carry with U.S. Bank National Association "Line of Credit" means the maximum amount of principal we will ordinarily allow you to owe us under this plan at any time.

In addition, we will use the following terms for this home equity plan: "Draw Period" is the time during the plan that you may request advances and will make payments on your loan account balance. The "Repayment Period" is the time during the plan that you must repay your loan account balance but cannot get further advances. Except where otherwise indicated, the disclosures contained in this agreement apply to both the draw and repayment periods.

If any term of this agreement violates any law or for some other reason is not enforceable, that term will not be part of this agreement.

**TAX DEDUCTIBILITY:** We make home equity "HOME EQUITY LINE OF CREDIT" loans where the line of credit ceiling can be (when combined with other liens) up to 100% of the value of the property. We want to make sure you are aware that interest may not be deductible to the extent (for that portion of your indebtedness) that the residence does not adequately secure the loan. This is true when (and to the extent) total liens on the property exceed its fair market value. You should consult a tax advisor regarding the deductibility of interest and charges under this home equity plan.

**REQUESTING A LOAN:** You request a loan under this plan whenever you:

- ◆ Write a check using one of the special checks you have for that purpose.
- ◆ Use the VISA® credit card we supply you to make purchases or receive cash loan advances.

However, we will not ordinarily grant any request for a loan which would cause the unpaid principal of your loan account balance to be greater than the Line of Credit listed in this agreement. We may, at our option, grant such a request without obligating ourselves to do so in the future.

**TRANSACTION LIMITATIONS:** There are a few "indirect" limitations on the transactions you can make to this account. These are not limitations on this account, but limitations that are part of an access method. For example, if you attach this account to your transaction account (overdraft protection) and if you have an ATM card or debit card that can access that transaction account, then the electronic funds transfer limitations that are part of your ATM or debit card are "indirect" limits on the number and dollar amount of your access to this account per day by those methods. These are not really limits on the amount or number of advances you can get from this account, but are limits inherent in ATM and debit card transactions.

**U.S. Bank Overdraft Protection:** This section is part of the Agreements only if you have specifically requested and have obtained an Overdraft Protection Plan by linking this Account with a designated U.S. Bank personal checking account ("Checking Account"). An "Overdraft Protection Advance" is an advance of funds to your designated checking account from this Account that will help cover overdrafts on your checking account. Any Overdraft Protection Advance will post and be charged interest as an advance from this Account (an "Advance"). Please refer to the U.S. Bank Deposit Account Agreement (entitled, "Your Deposit Account Agreement") for full Overdraft Protection Plan terms and the Consumer Pricing Information Brochure for fees that apply for Overdraft Protection Advances. We may cancel overdraft protection privileges under this Account, even if this Account remains open for other purposes.

**FIXED RATE OPTION:** At any time during the Draw Period you may convert the interest rate and repayment schedule, for up to the amount of the then outstanding credit line balance, not including any previously locked principal balance (a "Fixed Rate Option"), subject to the following conditions:

- ◆ The Fixed Rate Option period will be for a term that you select, with a maximum term of (a) 20 years or (b) the then remaining term of the Draw Period and Repayment Period, whichever is less.
- ◆ The term cannot be less than 12 months.
- ◆ The minimum amount is \$2,000.
- ◆ You can have no more than three Fixed Rate Options in effect at any one time. The fee for each will be \$50.
- ◆ The unpaid principal balance is part of your maximum credit limit, and a principal portion of each payment amount will replenish your credit limit as of the date a payment is posted.
- ◆ You cannot add an amount to a Fixed Rate Option after it is established; each is a separate event.

**Rate.** The fixed interest rate is published from time to time by U.S. Bank. Call us to find out what our current rates are for Fixed Rate Options.

**Payment.** You may have two choices of payment for Fixed Rate Options:

A) Interest-Only payment amounts where each Fixed Rate Option will have its own payment amount equal to the amount of the accrued finance charges outstanding on the last day of the billing cycle. This option is not available for all borrowers. The term is at the discretion of the bank and may be less than 20 years. Under this payment choice the outstanding principal balance of the Fixed Rate Option will not be reduced and the entire principal balance will revert back to the variable portion of the line at the end of the Fixed Rate Option term or end of the Draw Period, whichever is sooner, and be subject to terms and conditions listed in this agreement.

B) Fixed payment amounts where each Fixed Rate Option will have its own payment amount, determined by applying the appropriate interest rate to the amount of the Fixed Rate Option for its term and producing equal monthly payments of principal and interest for the entire Fixed Rate Option term.

**Minimum Payment.** Your minimum payment each month will be determined by adding the scheduled Fixed Rate Option payment(s) to the minimum payment amount determined under the "HOW YOU REPAY YOUR LOAN" section of this agreement with respect to the revolving portion of your outstanding balance. You may repay the amount in whole or in part, but any prepayment will not excuse any later scheduled Fixed Rate Option payment until it is paid in full.

**Method.** You can establish a Fixed Rate Option by contacting us. A full disclosure of all terms will be provided to you at the time the Fixed Rate Option is established.

**HOW FINANCE CHARGES ARE COMPUTED:** To calculate the actual daily balance, we take the loan account balance at the beginning of the day and subtract any accrued but unpaid finance charges. Next, we add all new loans posted to the account that day and subtract the portion of any payments or credits received that day which apply to the repayment of the loans.

The average daily balance is determined by taking the sum of all the actual daily balances divided by the number of days in the billing cycle.

Finance charges will begin to accrue immediately when a loan is advanced. To calculate the finance charge for a billing cycle, we apply the daily periodic rate of finance charge to the average daily balance of the loan account times the number of days in the billing cycle.

If the daily periodic rate varies during the billing cycle, the finance charge will be calculated by applying each daily periodic rate of finance charge to the average daily balance of the loan account times the number of days the rate was in effect. The sum of these products is the finance charge.

**INITIAL RATE:** The initial daily periodic rate of **FINANCE CHARGE** is 0.0041 % which corresponds to an **ANNUAL PERCENTAGE RATE** of 1.5000 %. The annual percentage rate includes interest and not other costs.

**Disclosures:** The disclosures of initial daily periodic rate of **FINANCE CHARGE** and **ANNUAL PERCENTAGE RATE** in the previous paragraph, and in the next paragraph (if it is checked and completed) are based on rates and conditions as of 12/12/2016.

The **INITIAL RATE** above will remain fixed until 06/12/2017. Beginning on that day, the daily rate and the corresponding annual percentage rate will be the sum of the index and margin, and can change as provided below in the paragraph titled **VARIABLE RATE**. After that day the rates will be subject to further adjustments and limitations, and produce the effects described below.

This initial rate represents a discount from the rate that will apply. If this discount were not in effect, then the daily periodic rate of **FINANCE CHARGE** would have been 0.01041 %, which would correspond to an **ANNUAL PERCENTAGE RATE** of 3.8000 %.

**VARIABLE RATE:** The annual percentage rate applicable to your home equity line of credit is variable and may increase or decrease based on changes in the highest prime rate as published in the Wall Street Journal for corporate loans at large U.S. money center commercial banks (the "Base Rate"). The annual percentage rate is calculated by using the Base Rate set off by a variable (a "Margin") that is added to or subtracted from the Base Rate to arrive at your annual percentage rate.

The Margin for your home equity line of credit will be 0.3% ABOVE the Base Rate. If the Base Rate increases (after any fixed initial rate period if applicable), the annual percentage rate will increase effective on the day the Base Rate changes. An increase in the Base Rate and an increase in the rate caused by the loss of a preferential rate (such as that made to a customer who has a qualifying U.S. Bank Checking Package, as described in this agreement, that reduces the Margin) will result in an increase in the finance charge and may have the effect of increasing your minimum monthly payment amount (depending on the payment option you chose and the amount of the increase). A decrease in the Base Rate will have the opposite effect on your required minimum monthly payment. The annual percentage rate will not increase more often than once a day.

The annual percentage rate referred to in this section is the annual rate which corresponds to the periodic rate applied to the balance as described in the **INITIAL RATE** section. This corresponding **ANNUAL PERCENTAGE RATE** will never exceed 18% or the highest allowable rate for this type of agreement as determined by applicable state or federal law.

The **ANNUAL PERCENTAGE RATE** will never decrease below 2.5500 %.

**TERMS:** If checked, the terms provided in this agreement reflect a higher rate of interest or finance charges than the lowest available for this loan product. The higher rates and/or charges are due to information contained in your consumer credit report we obtained from the credit bureau listed below. You may obtain a free copy of this report by contacting the bureau directly.

payment date during the Draw Period, you agree to make a Payment, which will be the option selected below, unless the interest accrued on the last day of the billing cycle is greater than your designated Minimum Payment, then you will be billed (or have automatically withdrawn) the larger amount. All payments due under this note will have the same due date. The Minimum Payment is:

- (a)  the accrued finance charges on the last day of the billing cycle. This option is not available for all borrowers.
- (b)  1% of your Account's principal outstanding balance on the last day of the billing cycle, or \$50.00, or the accrued finance charges, whichever is greater.
- (c)  2% of your Account's principal outstanding balance on the last day of the billing cycle, or \$50.00, or the accrued finance charges, whichever is greater.

**PRINCIPAL REDUCTION:** Under option (a) above, during the Draw Period the Minimum Payment on the revolving portion of the loan will not reduce the principal outstanding on your line. Under both options (b) and (c), during the Draw Period the Minimum Payment may not fully repay the principal that is outstanding on your line.

**HOW YOU REPAY YOUR LOANS - REPAYMENT PERIOD:** In addition to the payment due under your Fixed Rate Option, if any, on or before each payment date during the repayment period, you agree to make a Minimum Payment to reduce your debt. The Minimum Payment amount is the greater of \$50.00, or the amount of the accrued finance charges plus 0.41667% of the principal loan balance on the last day of the Draw Period.

**ADDITIONAL REPAYMENT TERMS:** If your Loan Account Balance on a payment date is less than the Minimum Payment amount, you must pay only the Loan Account Balance.

You can pay off all or part of what you owe at any time. However, so long as you owe any amount you must continue to make your periodic Minimum Payment.

The amounts you pay will be applied first to any finance charges that are due, then to escrow, then to principal, and finally to any other charges that you owe. The escrow funds shall be held in an account with U.S. Bank or any other federally insured depository institution. If the Minimum Payment amount is not met, the payment will be applied equally to any principal owed on the locked Loan(s) created under the FIXED RATE OPTION and to the Line of Credit.

**FINAL PAYMENT:** At the end of the Repayment Period listed in this agreement, you must pay the amount of any remaining Loan Account Balance outstanding. The Minimum Payments may not be sufficient to fully repay the principal that is outstanding on your line. If they are not, you will be required to pay the entire outstanding balance in a single balloon payment.

We are not obligated to refinance your loan at that time, but will consider your request to do so. If you refinance this account at maturity, you may have to pay some or all of the closing costs normally associated with a new loan even if you obtain financing from us.

**SECURITY:** We have secured your obligations under this plan by taking a security interest (by way of a separate security agreement, mortgage or other instrument) in the following property, described by item or type:

2407 17TH ST S  
SHEBOYGAN, WI 53081

Collateral securing other loans you may have with us may also secure this loan.

Item 12.

Property insurance is required. You are not required to purchase property insurance from us or any of our affiliated insurance agencies; insurance may be purchased from any agent of your choosing that is reasonably acceptable to us, and your choice of insurance provider will not affect our credit decision or any credit terms in any way.

CHARGES OTHER THAN YOUR PERIODIC FINANCE CHARGES ("OTHER CHARGES"): You agree to pay the following additional charges.

- Annual Fee: A non-refundable annual fee of \$50.00. We waive the annual fee for the first year of a plan and we charge the fee to the Account on the first anniversary of the plan and each year thereafter. The annual fee will not be assessed during the Repayment Period.
Early Closure Fee: An early closure fee of 1% of the credit limit (with a maximum of \$500) will be assessed if you prepay in full and close this Line of Credit within 3 years from today's date.
Cash Advance Fee: 2% of each cash advance using a VISA Gold Card issued on this Account. The minimum fee for each advance is \$1.50. The maximum is \$10.00.
Late Charge: If any payment is not made within 5 days after its due date, you agree to pay a late payment fee of \$29.00.
Stop Payment: If you issue a stop payment order on any check written against the Account, you will pay us a fee of \$25.00.
Returned Payment: If you pay us with a check or an ACH payment which is returned to us unpaid by the payor, you agree to pay us a returned check fee of \$25.00.
Overline Fee: If you borrow an amount against the Account in excess of your Line of Credit, you agree to pay us an overline fee of \$25.00. This fee will apply each day we pay an Advance and you are over your credit line at the end of that day.
Returned Advance Request: If we return any checks that would, if paid, cause you to exceed your Line of Credit, you agree to pay us a returned advance request fee of \$25.00 per check.

AUTOMATIC WITHDRAWAL: You authorize us to automatically withdraw your payment from your Transaction Account on each payment date. If your Loan Account Balance is less than the Minimum Payment amount, we will withdraw only the amount necessary to reduce your Loan Account Balance to zero. If you choose automatic withdrawals, and there is not enough money in your Transaction Account to cover the Minimum Payment, the automatic withdrawals may end. They may also end if the account is closed, or if you cancel the automatic payments.

You [X] do [ ] do not want Automatic Withdrawal.

Account number for automatic payment:

6800521

E-signed by DIANE D HUTZEL on 12/12/2016 at 2:07 PM Central Standard Time

[Signature]

DIANE D HUTZEL Date

Date

GENERAL FEES:

Table with 2 columns: Fee Name and Amount. Rows include Points, Origination Fee, Appraisal, Official Fees, Title Insurance, Title Search, Flood Zone Search, Broker Fee, Document Preparation Fee, Title Service Fee, and several blank rows.

PREFERRED RATE FOR U.S. BANK CHECKING ACCOUNTS AND CHECKING PACKAGES:

A preferred interest rate is available for having one of the following account relationships:

- a consumer U.S. Bank Checking account
a consumer U.S. Bank Silver, Gold, or Platinum Checking Package

RATE INCREASE FOR CLOSING OR CHANGING A U.S. BANK CHECKING ACCOUNT OR CHECKING PACKAGE:

The preferred interest rate on this account will change as described below if any of the following situations occur during the life of the loan:

- If your consumer U.S. Bank Checking account closes, your interest rate will increase by 0.25%.
If your qualifying consumer Checking Package relationship closes, your interest rate will increase by 0.50%.
If your qualifying consumer Checking Package relationship changes to a Checking account relationship, your interest rate will increase by 0.25%.

E-signed by DIANE D HUTZEL on 12/12/2016 at 2:07 PM Central Standard Time

[Signature]

DIANE D HUTZEL Date

Date

By signing above you acknowledge that you have read, understand and accept the terms of preferred rate pricing and any rate increases imposed if your U.S. Bank Checking Package and/or Checking account closes or changes.

ASSUMPTION: Someone buying your house cannot assume the remainder of the mortgage on the original terms.

THE FOLLOWING SECTIONS APPLY IF THE LINE OF CREDIT AMOUNT IS \$25,000 OR LESS.

DEFAULT: You will be in default on this agreement if any of the following occurs:

- (1) You fail to make a full payment when due on two or more occasions within any 12 month period;
(2) Your action or inaction adversely affects the collateral or our rights in the collateral.
(3) You become an Executive Officer of ours or a related company.

DEFAULT CHARGES: If you default, you agree to pay our statutory costs and attorneys' fees as specifically authorized by Wis. Stat. § 422.413 which we incur in the disposition of the property, and any other such charges we incur as specifically authorized by Wis. Stat. Chs. 421 to 427. This provision also shall apply if you file a petition or any other claim for relief under any bankruptcy rule or law of the United States, or if such petition or other claim for relief is filed against you by another.

RIGHT TO CURE: Our right to exercise our remedies, as provided below, are subject to your limited rights to cure a default and to receive notice of such rights. We will provide the notice when required, which will explain your rights.

**THE FOLLOWING SECTIONS APPLY IF THE LINE OF CREDIT AMOUNT IS OVER \$25,000:**

**DEFAULT:** You will be in default on this agreement if any of the following occurs:

- (1) You engage in fraud or material misrepresentation, by your actions or failure to act, in connection with any phase of this home equity line of credit;
- (2) You fail to make a full payment when due on two or more occasions within any 12 month period;
- (3) Your action or inaction adversely affects the collateral or our rights in the collateral.
- (4) You become an Executive Officer of ours or a related company.

**DEFAULT CHARGES:** You also agree to pay all our costs of collection, including our reasonable attorneys' fees if we hire an attorney to collect this note who is not our salaried employee, in the event of your default.

**CHANGING THE TERMS OF THIS AGREEMENT:** Generally, we may not change the terms of this agreement. However, we may change the terms in the following circumstances:

- ◆ If this is a variable rate plan, we may change the index and Margin if the original index described in this agreement becomes unavailable. Any new index will have a historical movement similar to the original, and, together with a new Margin, will produce a similar interest rate.
- ◆ We may make changes that you have agreed to in writing.
- ◆ We may make changes that unequivocally benefit you.

If we are required to send notice of a change in terms, we will send the notice to your address listed in this agreement. (You should inform us of any change in address.)

**COLLATERAL PROTECTION INSURANCE:** Unless you provide us with evidence of the insurance coverage required by your agreement with us, we may purchase insurance at your expense to protect our interests in the collateral. This insurance may, but need not, protect your interests. The coverage that we purchase may not pay any claim that you make or any claim that is made against you in connection with the collateral. You may later cancel any insurance purchased by us, but only after providing us with evidence that you have obtained insurance as required by our agreement. If we purchase insurance for the collateral, you will be responsible for the costs of that insurance, including interest and any other charges we may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to your total outstanding balance of obligation. The costs of the insurance may be more than the cost of insurance you may be able to obtain on your own.

**CASH ADVANCES:** Cash advances may be obtained with your VISA® from an automated teller machine (ATM) that bears a U.S. Bank, PLUS® System, Interlink® or VISA® logo. ATM transactions for your card are limited to \$1,000.00 per day. Cash advances are also limited by your credit limit. Each ATM has a minimum withdrawal amount. Cash advances from a teller must be at least \$50.00. See the "EXPANDED ACCOUNT ACCESS" section about other cash advances.

**LIMITS ON LIABILITY FOR VISA® CARD:** Unless you have been grossly negligent or engaged in fraud, you will not be liable for any unauthorized transactions using your lost or stolen card.

**REMEDIES:** The exercise of our remedies is subject to (a) any cure, reinstatement and redemption rights you may have; and (b) any notice of such rights to which you are entitled, as provided by state law. We will provide these rights, and notice of them, as required.

We may terminate your Account, require you to pay the entire outstanding balance in one payment and charge you fees related to the collection of the amount owing, if you are in default in any manner described above. In that instance, we may take other action short of termination, such as charging you a fee if you fail to maintain required property insurance and we purchase insurance.

In the event that we terminate your Account, we will send you notice of our decision at the address listed on the front of this agreement. (You should inform us of any change in your address.)

Even if we choose not to use one of our remedies when you default, we do not forfeit our right to do so if you default again. If we do not use a remedy when you default, we can still consider your actions as a default in the future.

**SUSPENSION OF CREDIT AND REDUCTION OF CREDIT LIMIT**

temporarily prohibit you from obtaining additional extensions of credit, or reduce your credit limit if:

- (1) The value of the dwelling securing this home equity Line of Credit declines significantly below its appraised value for purposes of this line;
- (2) We reasonably believe you will not be able to meet the repayment requirements due to a material change in your financial circumstances;
- (3) You are in default of a material obligation of this agreement, which shall include, but is not limited to, your ongoing obligation to supply us with information we feel we need to assess your financial condition;
- (4) A governmental action prevents us from imposing the annual percentage rate provided for in this agreement;
- (5) The action of a governmental body adversely affects our security interest to the extent that the value of the security interest is less than 120% of the home equity line;
- (6) The annual percentage rate corresponding to the periodic rate reaches the maximum rate allowed under this plan (if provided for in this agreement);
- (7) A regulatory agency has notified us that continued Advances would constitute an unsafe business practice;
- (8) Your home equity line of credit is in second lien position and you are currently past due on your primary mortgage (mortgage that is in first lien position); or
- (9) After a payment has been made, we reserve the right to withhold available Advances in the amount of the principal portion of the payment up to 7 business days from the date we receive the payment. Any credit available before the payment is received will continue to be available for Advances during this time.

In the event that we suspend your right to additional Advances or reduce your credit line, we will send you notice of our decision at the address listed in this agreement. (You should inform us of any change in your address.) If we have based our decision to suspend or reduce your credit privileges on an assessment of your financial condition or performance under this plan, and you believe that your situation has changed, you must request that we re-evaluate your situation, and reinstate your credit privileges.

**JOINT ACCOUNTS:** If this is a joint Account, each of you will be jointly and severally liable for all amounts due on the Account. Upon request by either party to the Account or upon receipt of inconsistent instructions, we may, at our option and without notice to the other party, follow the instructions of either party, honor any check, refuse to pay any check, or refuse any other request with respect to the Account.

**CREDIT INFORMATION:** You agree to supply us with whatever information we reasonably feel we need to decide whether to continue this plan. We agree to make requests for this information without undue frequency, and to give you reasonable time in which to supply the information.

You authorize us to make any credit inquiries we feel are necessary. You also authorize the persons or agencies to whom we make these inquiries to supply us with the information we request.

**YOUR BILLING RIGHTS  
KEEP THIS NOTICE FOR FUTURE USE**

This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

*Notify Us In Case of Errors or Questions About Your Bill*

If you think your bill is wrong, or if you need more information about a transaction on your bill, write us at the address listed on your bill. Write to us as soon as possible. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following information:

- ◆ Your name and Account number.
- ◆ The dollar amount of the suspected error.
- ◆ Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about.

If you have authorized us to pay your bill automatically from your savings, checking or other account, you can stop the payment on any amount you think is wrong. To stop the payment your letter must reach us three business days before the automatic payment is scheduled to occur.

Your Rights and Our Responsibilities After We Receive Your Written Notice

We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the bill was correct.

After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including finance charges, and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question.

If we find that we made a mistake on your bill, you will not have to pay any finance charges related to any questioned amount. If we didn't make a mistake, you may have to pay finance charges, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due.

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill. And, we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is.

If we don't follow these rules, we can't collect the first \$50 of the questioned amount, even if your bill was correct.

Special Rule for Credit Card Purchases: If you have a problem with the quality of property or services that you purchased with a credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. There are two limitations on this right:

- (a) You must have made the purchase in your home state or, if not within your home state, within 100 miles of your current mailing address; and
(b) The purchase price must have been more than \$50.

These limitations do not apply if we own or operate the merchant, or if we mailed you the advertisement for the property or services.

EXPANDED ACCOUNT ACCESS

This is to advise you that, with U.S. Bank National Association and its affiliates:

- Any card or PIN issued to or selected by you under this agreement will access multiple checking, savings, Line of Credit and credit card account(s) in your name at U.S. Bank or any of its affiliates; and

Your Account under this agreement may be accessed by any card(s) or PIN(s) that you have selected or that has been issued to you or may in the future be selected by you or issued to you by U.S. Bank or any of its affiliates.

"Access" means use of a card or account number and PIN to conduct a transaction or obtain information at ATMs or via telephone, personal computer banking, or any other available method. There are no additional fees or charges for multiple account access. The fees and terms disclosed for each account apply. You understand that at U.S. Bank ATMs this multiple account access may be available for up to five checking, five savings, and five Line of Credit or credit card accounts. At other ATMs and with other methods of access, other limitations may apply.

You can, if you wish, change this access and restrict the accounts that may be accessed by your card code or pin number.

CONSUMER REPORT DISPUTES

If you believe we have inaccurately reported information on your credit history to a Consumer Reporting Agency (CRA), you may submit a dispute by calling 844.624.8230 or by writing to U.S. Bank Attn: CRA Management, P.O. Box 3447, Oshkosh, WI 54903-3447. In order for us to assist you with your dispute, you must provide: your name, address and phone number; the account number; the specific information you are disputing; the explanation of why it is incorrect; and any supporting documentation (e.g., affidavit of identity theft), if applicable.

CELLULAR PHONE CONTACT POLICY

By providing us with a telephone number for a cellular phone or other wireless device, including a number that you later convert to a cellular number, you are expressly consenting to receiving communications - including but not limited to prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system - from us and our affiliates and agents at that number. This express consent applies to each such telephone number that you provide to us now or in the future and permits such calls for non-marketing purposes. Calls and messages may incur access fees from your cellular provider.

This agreement is a "transferable record" as defined in applicable law relating to electronic transactions. Therefore, the holder of this agreement may, on behalf of the maker of this agreement, create a microfilm or optical disk or other electronic image of this agreement that is an authoritative copy as defined in such law. The holder of this agreement may store the authoritative copy of this agreement in its electronic form and then destroy the paper original as part of the holder's normal business practices. The holder, on its own behalf, may control and transfer such authoritative copy as permitted by such law.

SIGNATURES: By signing below, you understand we are a national banking association located in Ohio and the interest rate and related charges are pursuant to the law of Ohio and federal law. The law of the state where you are located and of the state where the property is located may apply to other issues. In addition, you agree to the terms on all pages of this agreement and you promise to pay any amounts you owe under this agreement. You also state that you received a completed copy of the agreement on today's date.

E-signed by DIANE D HUTZEL on 12/12/2016 at 2:07 PM Central Standard Time

[Handwritten signature]

DIANE D HUTZEL Date

Date

FOR WISCONSIN RESIDENTS ONLY

[ ] Marital purpose. If checked, the obligation evidenced by this note and any agreement securing this note is incurred in the interest of my marriage or family.

[ ] Management and Control. If checked, I can act alone to assign, create a security interest in, mortgage, or otherwise encumber any property securing this note.

Date

Date

U.S. Bank Customer Confidential

EXHIBIT B

Item 12.

Prepared By: Southwest Financial Services, Ltd. 537 E Pete Rose Way, STE 300 Cincinnati, OH 45202 Jeff Berkley

2032882 SHEBOYGAN COUNTY, WI RECORDED ON 01/03/2017 11:17 AM ELLEN R. SCHLEICHER REGISTER OF DEEDS RECORDING FEE: 30.00 EXEMPTION # Cashier ID: 9 PAGES: 7

Return To (name and address): Indecomm Global Services 1260 Energy Lane Saint Paul, MN 55108

Parcel Number: PARCEL: 59281 426360

MORTGAGE

(With Future Advance Clause)

- Construction Mortgage. This is a Construction Mortgage which secures an obligation incurred for the construction of an improvement on the Property, which may include the Property's acquisition cost. This obligation provides for future advances made for the completion of the contemplated improvement on the mortgaged Property.

State of Wisconsin Space Above This Line For Recording Data

- 1. DATE AND PARTIES. The date of this Mortgage (Security Instrument) is 12/12/2016. The parties and their addresses are as follows:

MORTGAGOR: DIANE KLAWA HUTZEL, UNMARRIED AND JOAN KLAWA POPP, UNMARRIED

LENDER: U.S. Bank National Association, a national banking association organized under the laws of the United States 425 Walnut Street Cincinnati, OH 45202

- 2. CONVEYANCE. For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debt (defined below) and Mortgagor's performance under this Security Instrument, Mortgagor grants, bargains, conveys and mortgages to Lender the following described property: See attached Exhibit "A"

The property is located in SHEBOYGAN COUNTY at 2407.17TH ST S, SHEBOYGAN Wisconsin 53081

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all water and riparian rights, ditches, and water stock and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above (all referred to as "Property").

3. **MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by this Security Instrument at any one time shall not exceed \$ 25,000.00..... This limitation of amount does not include interest and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security.
4. **SECURED DEBT AND FUTURE ADVANCES.** The term "Secured Debt" is defined as follows:
- A. Debt incurred under the terms of all promissory note(s), contract(s), guaranty(ies) or other evidence of debt described below and all their extensions, renewals, modifications or substitutions. *(You must specifically identify the debt(s) secured and you should include the final maturity date of such debt(s).)*  
 Borrower(s): DIANE HUTZEL  
 Principal/Maximum Line Amount: 25,000.00  
 Maturity Date: 12/11/2046  
 Note Date: 12/12/2016
- B. All future advances from Lender to Mortgagor or other future obligations of Mortgagor to Lender under any promissory note, contract, guaranty, or other evidence of debt executed by Mortgagor in favor of Lender after this Security Instrument whether or not this Security Instrument is specifically referenced, and whether or not the purpose of the future advances or future obligations is related to the purpose of the Secured Debt. If more than one person signs this Security Instrument, each Mortgagor agrees that this Security Instrument will secure all future advances and future obligations that are given to or incurred by any one or more Mortgagor, or any one or more Mortgagor and others. All future advances and other future obligations are secured by this Security Instrument even though all or part may not yet be advanced. All future advances and other future obligations are secured as if made on the date of this Security Instrument. Nothing in this Security Instrument shall constitute a commitment to make additional or future loans or advances in any amount. Any such commitment must be agreed to in a separate writing.
- C. All other obligations Mortgagor owes to Lender, which may later arise, to the extent not prohibited by law, including, but not limited to, liabilities for overdrafts relating to any deposit account agreement between Mortgagor and Lender.
- D. All additional sums advanced and expenses incurred by Lender for insuring, preserving or otherwise protecting the Property and its value and any other sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

In the event that Lender fails to provide any required notice of the right of rescission, Lender waives any subsequent security interest in Mortgagor's principal dwelling that is created by this Security Instrument.

5. **MORTGAGE COVENANTS.** Mortgagor agrees that the covenants in this section are material obligations under the Secured Debt and this Security Instrument. If Mortgagor breaches any covenant in this section, Lender may refuse to make additional extensions of credit and reduce the credit limit. By not exercising either remedy on Mortgagor's breach, Lender does not waive Lender's right to later consider the event a breach if it happens again.
- Payments.** Mortgagor agrees that all payments under the Secured Debt will be paid when due and in accordance with the terms of the Secured Debt and this Security Instrument.
- Prior Security Interests.** With regard to any other mortgage, deed of trust, security agreement or other lien document that created a prior security interest or encumbrance on the Property, Mortgagor agrees to make all payments when due and to perform or comply with all covenants. Mortgagor also agrees not to allow any modification or extension of, nor to request any future advances under any note or agreement secured by the lien document without Lender's prior written approval.
- Claims Against Title.** Mortgagor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due. Lender may require Mortgagor to provide to Lender copies of all notices that such amounts are due and the receipts evidencing Mortgagor's payment. Mortgagor will defend title to the Property against any claims that would impair the lien of this Security Instrument. Mortgagor agrees to assign to Lender, as requested by Lender, any rights, claims or defenses Mortgagor may have against parties who supply labor or materials to maintain or improve the Property.
- Property Condition, Alterations and Inspection.** Mortgagor will keep the Property in good condition and make all repairs that are reasonably necessary. Mortgagor shall not commit or allow any waste, impairment, or deterioration of the Property. Mortgagor agrees that the nature of the occupancy and use will not substantially change without Lender's prior written consent. Mortgagor will not permit any change in any license, restrictive covenant or easement without Lender's prior written consent. Mortgagor will notify Lender of all demands, proceedings, claims and actions against Mortgagor, and of any loss or damage to the Property.
- Lender or Lender's agents may, at Lender's option, enter the Property at any reasonable time for the purpose of inspecting the Property. Lender shall give Mortgagor notice at the time of or before an inspection specifying a reasonable purpose for the inspection. Any inspection of the Property shall be entirely for Lender's benefit and Mortgagor will in no way rely on Lender's inspection.
- Authority to Perform.** If Mortgagor fails to perform the covenants and agreements contained in this Security Instrument regarding preserving or insuring the Property, then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's right in the Property, and after sending Mortgagor written notice and allowing Mortgagor a reasonable opportunity for performance, when legally required. Notice is not required for an agricultural transaction where the collateral is perishable and threatens to decline speedily in value.

(page 2 of 6)

If there is a legal proceeding that may significantly affect Lender's right in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), the Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property, after sending Mortgagor a written notice of the right to cure and waiting 15 days, if applicable.

Lender's actions under this section may include paying any sums secured by a lien that has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this covenant, Lender does not have to do so, nor does it preclude Lender from exercising any other of Lender's rights under the law or this Security Instrument.

Any amount paid by Lender to protect Lender's security interest, in accordance with the terms of this Security Instrument, shall be secured by this Security Instrument. These sums will be due on demand and will accrue interest at the highest rate in effect from time to time on the Secured Debt from the date of payment until paid in full.

**Leaseholds; Condominiums; Planned Unit Developments.** Mortgagor agrees to comply with the provisions of any lease if this Security Instrument is on a leasehold. If the Property includes a unit in a condominium, time share estate or a planned unit development, Mortgagor will perform all of Mortgagor's duties under the covenants, by-laws, or regulations of the condominium, time share estate or planned unit development.

**Condemnation.** Mortgagor will give Lender prompt notice of any pending or threatened action, by private or public entities to purchase or take any or all of the Property through condemnation, eminent domain, or any other means. Mortgagor authorizes Lender to intervene in Mortgagor's name in any of the above described actions or claims. Mortgagor assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds shall be considered payments and will be applied as provided in this Security Instrument. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.

**Insurance.** Mortgagor shall keep Property insured against loss by fire, flood, theft and other hazards and risks reasonably associated with the Property due to its type and location. This insurance shall be maintained in the amounts and for the periods that Lender requires. What Lender requires pursuant to the preceding two sentences can change during the term of the secured debt(s). The insurance carrier providing the insurance shall be chosen by Mortgagor subject to Lender's approval, which shall not be unreasonably withheld. If Mortgagor fails to maintain the coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property according to the terms of this Security Instrument, after sending Mortgagor written notice and allowing Mortgagor a reasonable opportunity for performance, when legally required. Notice is not required for an agricultural transaction where the collateral is perishable and threatens to decline speedily in value.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard "mortgage clause" and, where applicable, "loss payee clause." Mortgagor shall immediately notify Lender of cancellation or termination of the insurance. Lender shall have the right to hold the policies and renewals. If Lender requires, Mortgagor shall immediately give to Lender all receipts of paid premiums and renewal notices. Upon loss, Mortgagor shall give immediate notice to the insurance carrier and Lender. Lender may make proof of loss if not made immediately by Mortgagor.

Unless otherwise agreed in writing, all insurance proceeds shall be applied to the restoration or repair of the Property or to the Secured Debt, whether or not then due, at Lender's option. Any application of proceeds to principal shall not extend or postpone the due date of the scheduled payment nor change the amount of any payment. Any excess will be paid to the Mortgagor. If the Property is acquired by Lender, Mortgagor's right to any insurance policies and proceeds resulting from damage to the Property before the acquisition shall pass to Lender to the extent of the Secured Debt immediately before the acquisition.

**Financial Reports and Additional Documents.** Mortgagor will provide to Lender upon request, any financial statement or information Lender may deem reasonably necessary. Mortgagor agrees to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Mortgagor's obligations under this Security Instrument and Lender's lien status on the Property.

6. **WARRANTY OF TITLE.** Mortgagor warrants that Mortgagor is or will be lawfully seized of the estate conveyed by this Security Instrument and has the right to grant, bargain, convey, sell and mortgage the Property. Mortgagor also warrants that the Property is unencumbered, except for encumbrances of record.
7. **DUE ON SALE.** Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, a transfer or sale of all or any part of the Property. This right is subject to the restrictions imposed by federal law (12 C.F.R. 591), as applicable.  
If Lender exercises this option, Lender shall give Mortgagor notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Mortgagor must pay all sums secured by this Security Instrument. If Mortgagor fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice of demand on Mortgagor.

8. **DEFAULT.** Mortgagor will be in default if any of the following occur:  
**Payments.** Any Consumer Borrower on the Secured Debt fails to make a payment when due on 2 occasions within any 12-month period.

**Property.** Any Consumer Borrower or Mortgagor on the Secured Debt fails to observe any other covenant and this failure materially impairs the Property's condition or value or materially impairs the Lender's right in the Property. This includes, but is not limited to, the following: (a) Mortgagor fails to maintain required insurance on the Property; (b) Mortgagor transfers the Property; (c) Mortgagor commits waste or otherwise destructively uses or fails to maintain the Property such that the action or inaction adversely affects Lender's security; (d) Mortgagor fails to pay taxes on the Property or otherwise fails to act and thereby causes a lien to be filed against the Property that is senior to the lien of this Security Instrument; (e) a sole Mortgagor dies; (f) if more than one Mortgagor, any Mortgagor dies and Lender's security is adversely affected; (g) the Property is taken through eminent domain; (h) a judgment is filed against Mortgagor and subjects Mortgagor and the Property to action that adversely affects Lender's interest; or (i) a prior lienholder forecloses on the Property and as a result, Lender's interest is adversely affected.  
**Executive Officers.** Any Borrower is an executive officer of Lender or an affiliate and Mortgagor becomes indebted to Lender or another lender in an aggregate amount greater than the amount permitted under federal laws and regulations.

9. **NOTICE OF DEFAULT AND RIGHT TO CURE.** Where required by law, Lender will send Mortgagor written notice of default and right to cure. The notice shall specify (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 15 days from the date the notice is mailed to Mortgagor, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and the sale of the Property. The notice shall further inform Mortgagor of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of a default or any other defense of Mortgagor to acceleration and sale. The acceptance by Lender of any sum in payment or partial payment on the Secured Debt after the balance is due or is accelerated or after foreclosure proceedings are filed shall not constitute a waiver of Lender's right to require complete cure of any existing default. By not exercising any remedy on Mortgagor's default, Lender does not waive Lender's right to later consider the event a default if it continues or happens again.
10. **ACCELERATION.** If the breach is not cured on or before the date specified in the notice of default, Lender, at Lender's option, may declare all of the sums secured by this Security Instrument to be immediately due and payable without further demand and may invoke the power of sale and other remedies permitted by applicable law.
11. **ATTORNEYS' FEES.** If Mortgagor breaches any covenant in this Security Instrument, Mortgagor agrees to pay all statutory attorneys' fees and statutory default charges incurred in the disposition of the Property and other charges specifically authorized by either the Wisconsin Consumer Act under Wis. Stat. Chs. 421 to 427, when applicable, or by Wis. Stat., ch. 428, applicable to certain first lien mortgages or equivalent security interests. If neither of these statutes applies, Mortgagor agrees to pay all costs and expenses incurred by Lender in collecting, enforcing or protecting Lender's rights and remedies under this Security Instrument. This amount may include, but is not limited to, attorneys' fees, court costs, and other legal expenses. To the extent permitted by the United States Bankruptcy Code, Mortgagor agrees to pay the reasonable attorneys' fees Lender incurs to collect the Secured Debt as awarded by any court exercising jurisdiction under the Bankruptcy Code. This Security Instrument shall remain in effect until released. Mortgagor agrees to pay for any recordation costs of such release.
12. **POWER OF SALE.** If Lender invokes the power of sale, Lender shall give notice of sale in the manner prescribed by applicable law to Mortgagor and to the other persons prescribed by applicable law. Lender shall publish the notice of sale and the Property shall be sold in the manner prescribed by applicable law. Lender or Lender's designee may purchase the Property at any sale. The proceeds of the sale shall be applied in the following order: (a) to all statutory collection expenses as described in section 17 above; (b) to all sums secured by this Security Instrument; and (c) the excess, if any, to the clerk of the Circuit Court of the County in which the sale is held.
13. **MORTGAGOR'S RIGHT TO REINSTATE.** The Mortgagor may redeem the Property at any time before the sale by paying the following: (a) the amount of the judgment, with interest and statutory collection expenses as described in section 17 above; (b) any statutory collection expenses incurred after the judgment; and (c) any taxes paid by the Lender after the judgment, with interest from the date of payment. The rate of interest paid will be the same rate of interest as found in the Secured Debt.
14. **FORECLOSURE WITHOUT DEFICIENCY.** If this Property is a 1-4 family residence that is owner-occupied at the beginning of a foreclosure action, a farm, a church or a tax-exempt nonprofit charitable organization, then Mortgagor agrees to the provisions of Wis. Stat. § 846.101, as amended, permitting Lender to waive its right to a judgment for a deficiency on real estate of 20 acres or less, and to hold a sale of the Property six months after the foreclosure judgment is entered. If this Property is not a 1-4 family residence that is owner-occupied at the beginning of a foreclosure action, a farm, a church or a tax-exempt nonprofit charitable organization, then Mortgagor agrees to the provisions of Wis. Stat. § 846.103, as amended, permitting Lender to waive its right to a judgment for a deficiency, and to hold a sale of the Property three months after a foreclosure judgment is entered. Regardless of terms to the contrary, if Mortgagor abandons the Property, then the sale of the Property shall be after two months from the date a foreclosure judgment is entered.
15. **ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES.** As used in this section, (1) Environmental Law means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U.S.C. 9601 et seq.), and all other federal and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) Hazardous Substance means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substances," "hazardous waste," "hazardous substance," or "regulated substance" under any Environmental Law. Mortgagor represents, warrants and agrees that:
- A. Except as previously disclosed and acknowledged in writing to Lender, no Hazardous Substance is or will be located, stored or released on or in the Property. This restriction does not apply to small quantities of Hazardous Substances that are generally recognized to be appropriate for the normal use and maintenance of the Property.
  - B. Except as previously disclosed and acknowledged in writing to Lender, Mortgagor and every tenant have been, are, and shall remain in full compliance with any applicable Environmental Law.
  - C. Mortgagor shall immediately notify Lender if a release or threatened release of a Hazardous Substance occurs on, under or about the Property or there is a violation of any Environmental Law concerning the Property. In such an event, Mortgagor shall take all necessary remedial action in accordance with any Environmental Law.
  - D. Mortgagor shall immediately notify Lender in writing as soon as Mortgagor has reason to believe there is any pending or threatened investigation, claim, or proceeding relating to the release or threatened release of any Hazardous Substance or the violation of any Environmental Law.
16. **ESCROW FOR TAXES AND INSURANCE.** Unless otherwise provided in a separate agreement, Mortgagor will not be required to pay to Lender funds for taxes and insurance in escrow.

(page 4 of 6)

- 17. **JOINT AND INDIVIDUAL LIABILITY; CO-SIGNERS; SUCCESSORS AND ASSIGNS BOUND.** All duties under this Security Instrument are joint and individual. If Mortgagor signs this Security Instrument but does not sign an evidence of debt, Mortgagor does so only to mortgage Mortgagor's interest in the Property to secure payment of the Secured Debt and Mortgagor does not agree to be personally liable on the Secured Debt. If this Security Instrument secures a guaranty between Lender and Mortgagor, Mortgagor agrees to waive any rights that may prevent Lender from bringing any action or claim against Mortgagor or any party indebted under the obligation. These rights may include, but are not limited to, any anti-deficiency or one-action laws. The duties and benefits of this Security Instrument shall bind and benefit the successors and assigns of Mortgagor and Lender.
- 18. **SEVERABILITY; INTERPRETATION.** This Security Instrument is complete and fully integrated. This Security Instrument may not be amended or modified by oral agreement. Any section in this Security Instrument, attachments, or any agreement related to the Secured Debt that conflicts with applicable law will not be effective, unless that law expressly or impliedly permits the variations by written agreement. If any section of this Security Instrument cannot be enforced according to its terms, that section will be severed from the remaining provisions to the extent not prohibited by the Wisconsin Consumer Act and will not affect the enforceability of the remainder of this Security Instrument. Whenever used, the singular shall include the plural and the plural the singular. The captions and headings of the sections of this Security Instrument are for convenience only and are not to be used to interpret or define the terms of this Security Instrument. Time is of the essence in this Security Instrument.
- 19. **NOTICE.** Any statutorily required notice may be given by delivering it or by mailing it by first class mail to the appropriate party's address on page 1 of this Security Instrument, or to the last address furnished to Lender by Mortgagor. Such a notice may be sent to only one address if all parties reside at that address and the notice is addressed to each party or, if required by Wis. Banking Rule 80.37, any party who resides at a different address shall be sent a separate notice.
- 20. **WAIVERS.** Except to the extent prohibited by law, Mortgagor waives all appraisal and homestead exemption rights relating to the Property.
- 21. **MORTGAGOR'S COPY.** Mortgagor shall be furnished an exact copy of the Note and of this Security Instrument at the time of execution.
- 22. **LINE OF CREDIT.** The Secured Debt includes a revolving line of credit. Although the Secured Debt may be reduced to a zero balance, this Security Instrument will remain in effect until released.
- 23. **APPLICABLE LAW.** This Security Instrument is governed by the laws as agreed to in the Secured Debt, except to the extent required by the laws of the jurisdiction where the Property is located, and applicable federal laws and regulations.
- 24. **RIDERS.** The covenants and agreements of each of the riders checked below are incorporated into and supplement and amend the terms of this Security Instrument.  
 [Check all applicable boxes]  
 Assignment of Leases and Rents     Other
- 25.  **ADDITIONAL TERMS.**

**FOR WISCONSIN RESIDENTS ONLY:**

The Secured Debt is incurred in the interest of the undersigned Mortgagors' marriages or families.

*Diane Hutzel* 12-12-16 [Seal]  
(Signature) DIANE KLAWA HUTZEL (Date)

*Joan K. Popp* 12-12-16 [Seal]  
(Signature) JOAN KLAWA POPP (Date)

**SIGNATURES:** By signing below, Mortgagor agrees to the terms and covenants contained in this Security Instrument. Mortgagor also acknowledges receipt of a copy of this Security Instrument on the date stated on page 1.

*Diane Hutzel* [Seal]  
(Signature) DIANE KLAWA HUTZEL

*Joan K. Popp* 12-12-16 [Seal]  
(Signature) JOAN KLAWA POPP

Loan Originator Organization ID: 402761

Originator ID: 000000690478

Loan Originator Organization:  
U.S. Bank National Association

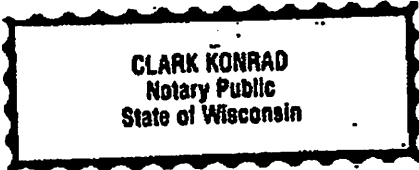
Originator Name: VASUDEVAN KRISHNAN

**ACKNOWLEDGMENT:**

STATE OF Wisconsin, COUNTY OF Sheboygan } ss.  
(Individual) This instrument was acknowledged before me this 12-12-2016 day of December 2016  
by DIANE KLAWA HUTZEL, UNMARRIED AND JOAN KLAWA POPP, UNMARRIED

My commission expires: 5-24-2020  
(Seal)

*Clark Konrad*  
(Notary Public)  
Clark Konrad



**EXHIBIT "A" LEGAL DESCRIPTION**

Page: 1 of 1

Account # [REDACTED]  
Order Date : 10/12/2016  
Reference : [REDACTED]  
Name : **DIANE HUTZEL**  
Deed Ref [REDACTED]

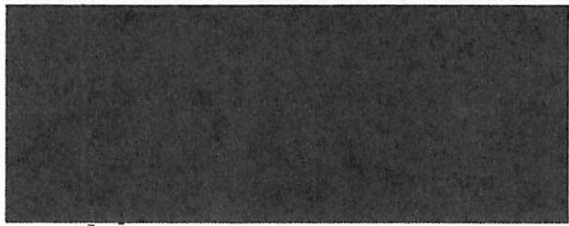
Index #:  
Registered Land:  
Parcel #: 59281 426360

---

**THE FOLLOWING DESCRIBED REAL ESTATE, TOGETHER WITH THE RENTS, PROFITS, FIXTURES AND OTHER APPURTENANT INTERESTS, IN SHEBOYGAN COUNTY, STATE OF WISCONSIN:  
LOT FIFTEEN (15), BLOCK TWELVE (12), SOUTH SHEBOYGAN SUBDIVISION IN THE CITY OF SHEBOYGAN, ACCORDING TO THE RECORDED PLAT THEREOF.**

**SUBJECT TO ALL EASEMENTS, COVENANTS, CONDITIONS, RESERVATIONS, LEASES AND RESTRICTIONS OF RECORD, ALL LEGAL HIGHWAYS, ALL RIGHTS OF WAY, ALL ZONING, BUILDING AND OTHER LAWS, ORDINANCES AND REGULATIONS, ALL RIGHTS OF TENANTS IN POSSESSION, AND ALL REAL ESTATE TAXES AND ASSESSMENTS NOT YET DUE AND PAYABLE.**

**BEING THE SAME PROPERTY CONVEYED BY DEED RECORDED IN DOCUMENT NO. 1759526, OF THE SHEBOYGAN COUNTY, WISCONSIN RECORDS.**



**CITY OF SHEBOYGAN  
RESOLUTION 3-26-27**

**BY ALDERPERSONS BOORSE AND HEIDEMANN.**

**MAY 11, 2026.**

A RESOLUTION authorizing the creation of a temporary Designated Outdoor Refreshment Area during the 2026 8<sup>th</sup> Streatery event series.

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

WHEREAS, the City desires to support local business and nonprofits during the 2026 8<sup>th</sup> Streatery event series by creating a temporary Designated Outdoor Refreshment Area (“DORA”) encompassing portions of 8<sup>th</sup> Street between Center Avenue and the intersection of South 8<sup>th</sup> Street and South 9<sup>th</sup> Street.

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

- The DORA boundaries shall be as set forth in the attached Exhibit titled “8th Streatery Event Map.”
- The carrying and consumption of alcoholic beverages within the Temporary 8<sup>th</sup> Streatery DORA District (“District”) shall be limited to the following dates and times:

June 9 <sup>th</sup>	5:00 p.m. - 9:00 p.m.
June 16 <sup>th</sup>	5:00 p.m. - 9:00 p.m.
June 23 <sup>rd</sup>	5:00 p.m. - 9:00 p.m.
June 30 <sup>th</sup>	5:00 p.m. - 9:00 p.m.
July 7 <sup>th</sup>	5:00 p.m. - 9:00 p.m.
July 14 <sup>th</sup>	5:00 p.m. - 9:00 p.m.
July 21 <sup>st</sup>	5:00 p.m. - 9:00 p.m.
July 28 <sup>th</sup>	5:00 p.m. - 9:00 p.m.
August 4 <sup>th</sup>	5:00 p.m. - 9:00 p.m.
August 11 <sup>th</sup>	5:00 p.m. - 9:00 p.m.

- The carrying and consumption of alcoholic beverages within the District is limited to the alcohol service area, sidewalks, and other portions of the right-of-way not open to vehicular traffic including crosswalks or other pedestrian crossing areas while persons are lawfully crossing the street.
- The carrying and consumption of alcoholic beverages shall not be permitted in parking lots or premises held out to the public for use of motor vehicles, nor on any private property without permission of the owner or occupant.
- The exception shall not permit the possession or consumption of any intoxicating liquor or fermented malt beverages in violation of the provisions of state statutes or other municipal codes, including, but not limited to the possession or consumption of alcoholic beverages on a licensed premises which were not purchased at that premises, possession or consumption of alcoholic beverages on premises without a license that are open to the public, possession or consumption by underage persons or any other violation.
- All alcoholic beverages sold by individual servings for removal from a licensed premise for consumption within the District shall be served in unbreakable, transparent or semi-transparent containers, except that beverages may be served in their original packaging if such packaging is plastic or aluminum. Beverage containers shall bear a sticker or other identifier indicating that the beverage was purchased by a District-participating entity. Beverages sold or possessed in glass containers shall not be permitted to be opened or consumed within the District.
- Only alcohol served within the District is permitted to be carried within the District. No carry-ins will be allowed.
- The City shall retain the right to suspend or terminate the District at any time when, in the judgment of the Police Chief, Mayor, or City Administrator, such action is necessary in the interest of public safety or to address issues and concerns that may arise in relation to the District, including but not limited to non-compliance of businesses/patrons with the conditions of this resolution, trash or debris or disorderly conduct associated with the District.
- The 8<sup>th</sup> Streatery organizers shall clearly mark the District boundaries in accordance with any direction given by City staff or law enforcement.

- Common Council approval of this resolution is contingent upon a timely submission of a complete contingency plan and approval of the same by the Police Chief, Fire Chief, and City Administrator. The contingency plan shall include, but is not limited to, the following plans and provisions: crowd control plans, how event staff are to enforce the DORA boundaries, how alcohol servers will be trained, how alcohol servers will be checking for IDs, and how alcohol servers will be checking for over intoxication.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

\_\_\_\_\_.

Presiding Officer

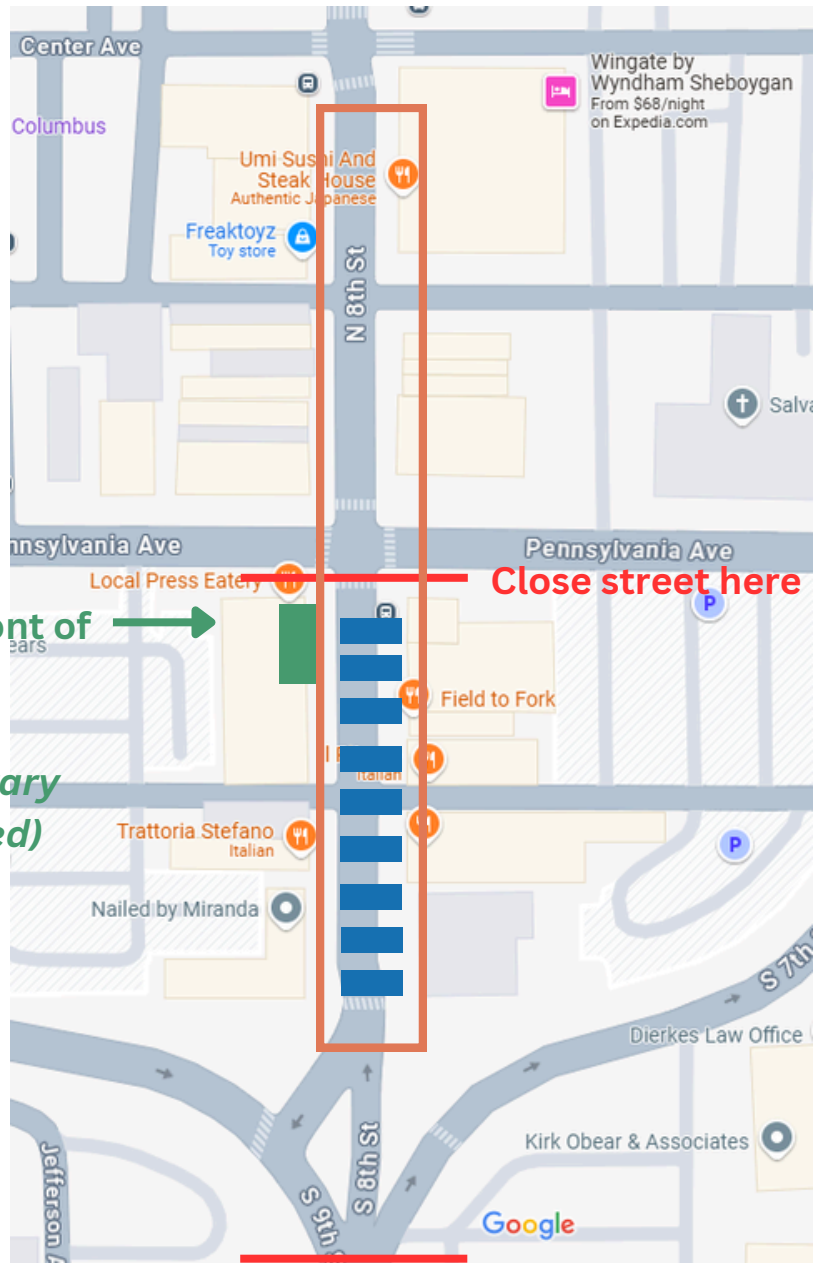
Attest

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

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

# 8th Streatory Event Map

Item 13.



**Band to set up in front of  
Local Press Eatery**  
*(no stage or temporary  
structure will be used)*

**Street closure just after the  
intersection of 8th Street and  
Pennsylvania Avenue to where 7th,  
8th, and 9th Streets merge.**

**DORA Area**

Alcohol will only be served at establishments that currently hold liquor licenses, there will be no temporary locations selling alcohol

- Trattoria Stefano
- Il Ritrovov
- Local Press Eatery
- Legend Larry's
- GM's
- Sly's Midtown Saloon & Grill
- Umi Sushi & Steakhouse

**Blue Rectangles = picnic tables**  
20 picnic tables will be set up in the street by us

- Garbage & recycling cans will be provided and placed outside of Local Press Eatery
- Restrooms & sanitation facilities will be available at businesses serving alcohol
- Parking will be street parking on Pennsylvania Avenue and nearby street and surface lots

CITY OF SHEBOYGAN  
RESOLUTION 4-26-27

BY ALDERPERSONS MITCHELL AND PERRELLA.

MAY 11, 2026.

A RESOLUTION adopting the City of Sheboygan Social Media Policy.

RESOLVED: That the Common Council hereby adopts the City of Sheboygan Social Media Policy, 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



## CITY OF SHEBOYGAN SOCIAL MEDIA POLICY

1. **PURPOSE.** The City of Sheboygan recognizes that social media can be a useful platform for community engagement, communication, and information sharing. This policy is intended to provide guidance and regulation to City staff and Public Officials who use social media on behalf of the City, and to the public who engages with the City through social media. This policy governs the use, administration, management, monitoring, and retention of Social Media and Social Media Content, consistent with state, federal, and local laws, regulations and in line with City goals.

The guidelines and restrictions within this Policy should not be construed in a manner that unlawfully interferes with any applicable employee rights provided under state or federal law, or individual constitutional rights under state or federal law.

- 2: **SCOPE.** This policy applies to:
- A. All City Officers and Authorized Users of Municipal Social Media Accounts.
  - B. All Municipal Social Media Accounts created or used on behalf of the City.
  - C. External Users who engage with Municipal Social Media Accounts.
  - D. Employee's Personal Usage of social media on Municipal Social Media Accounts or social media use that is otherwise unprotected by state or federal law.
3. **DEFINITIONS.** Terms used but not defined by this policy should be construed with ordinary use and meaning. The defined terms used within this policy are:
- A. **Authorized User(s):** The City employee(s) given the authority and authorization to manage Municipal Social Media Accounts. All City Officers are also Authorized Users.
  - B. **Candidate Sites:** a website, social media account, or other electronic public content that promotes an individual that is currently running for a political office or position.
  - C. **Corporate Commercial Site(s):** a commercial entity's official online presence which acts either as a digital storefront, advertisement, or mechanism for customer engagement and business growth.
  - D. **External Users:** Individuals or commercial entities who engage with Municipal Social Media Accounts that are not City Officers or Authorized Users.
  - E. **Limited Public Forum:** A Municipal Social Media Account or specific post or publication within or onto a Municipal Social Media Account that is restricted to specific or particularized subject matter or content.
  - F. **Link or Linking:** the act of associating or connecting two or more social media accounts. This may include but is not limited to "liking", "sharing", "retweeting", "@mentions," or directly posting or including a secondary source to a social media site or account.
  - G. **Malware:** Software that is capable of or used to damage, disable, or otherwise infiltrate electronic systems or communication devices.
  - H. **Municipal Social Media Accounts:** Any social media accounts that have been authorized, curated, and used by a City Officer or Authorized User for the purpose of engagement, communication, and information sharing with the community on behalf of the City and the Mead Public Library.



## CITY OF SHEBOYGAN SOCIAL MEDIA POLICY

- I. **Personal Identification Information:** Those identifiers referred to within Wis. Stat. § 43.201(1)(a) and (b). This does not include information shared about the specific user that publishes content to a Municipal Social Media Account. For example, this definition excludes information shared by an external user who posts their own address to a Municipal Social Media Account related to a complaint, comment, or concern.
- J. **Personal Use/Usage:** Use of social media that is strictly used for individual or personal use unrelated official City initiatives or business.
- K. **Publish:** includes creating, sharing, posting, reposting, or otherwise the dissemination of information or content on a social media platform or account.
- L. **City Content:** Any messages, materials, documents, media, information, or similar uses of social media that is published or otherwise made public and relates to an official function, position, or policy of the City, Authorized User, or City Officer.
- M. **City Officers:** Elected or appointed public officials capable of making and enforcing City policy.

### 4. OWNERSHIP OF MUNICIPAL SOCIAL MEDIA ACCOUNTS.

- A. All Municipal Social Media Accounts, regardless of the employee or official who creates or otherwise manages the account in whole or in part, are owned by and belong solely to the City. The City does not own, manage, or regulate content on social media accounts or profiles created by employees exclusively for an employee's own personal use.
- B. All Municipal Social Media Accounts must be approved pursuant to this policy. The City Officer or Authorized User in charge of managing the account is the custodian of the records created through the use of the Municipal Social Media Account and is responsible for maintaining those records and producing those records pursuant to a lawful records request. The City may assist in record retention or production for any Municipal Social Media Accounts made and operated in compliance with this policy.

### 5. GENERAL PRACTICES AND PROCEDURES FOR MUNICIPAL SOCIAL MEDIA ACCOUNTS.

- A. All Municipal Social Media Accounts shall be operated in accordance with applicable state, federal, and local laws, regulations, and policies, including all information technology security policies, public record laws, and applicable record retention laws.
- B. Authorized Users shall not combine Personal Usage of social media with Municipal Social Media Accounts. Combining Personal Usage of social media with Municipal Social Media Accounts may result in liability, employment issues, and other consequences both to the individual employee and the City.
- C. Categories of Municipal Social Media Accounts.
  - i. Nonpublic forum: Municipal Social Media Accounts used to inform the public without engaging in two-way communication shall have comments and other external user actions deactivated. Such accounts shall post in a conspicuous location, the following statement, "This account is used for informational purposes. For those who wish to express views with the City, please contact your elected representative (link to alder page)."
  - ii. Public forum: Municipal Social Media Accounts used to engage with the public shall post in a conspicuous location, the following statement, "The City of Sheboygan (Mead Public Library) does



## CITY OF SHEBOYGAN SOCIAL MEDIA POLICY

not endorse and is not responsible for content placed by others that may be offensive, hurtful, in poor taste, or disagreeable. The City reserves the right to hide content placed by others that includes:

1. Spam, advertising, or links that promote a business, service, or product;
2. Content that promotes, directs, or perpetuates illegal activity including but not limited to threats of violence and unlawful activity.
3. Content that is defamatory, according to law;
4. Content containing obscenity that is not protected by law. “Obscenity” refers to sexually explicit content having no reasonable value in arts, literature, etc., as distinguished from language that is offensive, vulgar, distasteful, etc. An example of material considered “obscene” is child pornography.
5. Direct threats;
6. Malware, viruses, security threats to the City network, or flooding;
7. Infringements of copyrights or trademarks.

This is not an exhaustive list. Content moderation will be addressed on a case-by-case basis in conformity with the law.”

### D. Creating a Municipal Social Media Account:

- i. Any new Citywide Municipal Social Media Account must be approved by the City Administrator or designee. Any new Municipal Social Media Account specific to a department must be approved by the Department Head or designee. Such approval shall be in writing and shall identify the account’s scope/purpose, its Authorized Users, and whether the account will operate as a nonpublic forum or public forum. Each account shall have at least two Authorized Users.
- ii. Any new Municipal Social Media Account shall have at least two Authorized Users with access to manage content on the account. This does not include department heads or those otherwise designated by the City Administrator to manage or maintain City communications or social media.
- iii. Any Municipal Social Media Account or Authorized User must comply with the provisions of this policy. Each Authorized User must review this policy and sign off on this policy on a yearly basis.

### E. Form and Format of Municipal Social Media Page.

All Municipal Social Media Accounts are required to:

- ii. Identify that the Account is an official City/department Account. If the Municipal Social Media Account is managed as the official page for a City Officer, the account or page must identify that it is the official page of that City Officer.
- iii. Prominently display in a conspicuous place a hyperlink to the City website and a separate hyperlink to this policy on the City website.
- iv. Clearly state that the Account is maintained by the City and that its use and content is governed by this Social Media Policy.

### F. Linking Municipal Social Media Accounts



## CITY OF SHEBOYGAN SOCIAL MEDIA POLICY

- i. Municipal Social Media Accounts and Authorized Users shall not ‘friend’, ‘like’, ‘follow’, or otherwise connect with:
  - 1. Candidate Sites or pages advocating a position on a City or other political ballot issue. During election, re-election, or a political campaign where a sitting City Officer’s page acts as a Candidate Site, the other Municipal Social Media Accounts should not promote one candidate or ballot issue above other candidates or ballot issues.
  - 2. Corporate Commercial Websites that promote companies or subsidiaries whose business is derived from the sale or manufacture of tobacco products, alcoholic beverages, or sexual/adult-oriented products.
  - 3. Religious or political organizations.
  - 4. Individual Personal Social Media Accounts.
- ii. Municipal Social Media Accounts may “‘friend’, ‘like’, ‘follow’,” or otherwise connect with:
  - 1. Other Municipal Social Media Accounts.
  - 2. Corporate Commercial Websites not prohibited by 5(C)i.2).
  - 3. Entities that have been identified by the Municipality as having programs or offerings which compliment a City or department program and which are not operated for commercial purposes.

### G. Terminating a Municipal Social Media Account.

- i. Prior to terminating any City Social Media Account, the Authorized Users and/or City Officer must notify the City Administrator, for citywide accounts, or their department head, or designees of their intent to terminate the account.
- ii. Prior to termination of a Municipal Social Media Account, any records created or otherwise existing as part of the Municipal Social Media Account must be memorialized in conformity with Wisconsin Public Records laws.

## 6. SPECIAL CONSIDERATIONS FOR MUNICIPAL OFFICER USE OF SOCIAL MEDIA.

- A. Municipal Officers hold unique positions in the operation of the City government. By virtue of their position and authority, Municipal Officers have the potential to generate records anytime the Municipal Officer creates content or otherwise posts or publishes content related to a City function or related to the authority of the Municipal Officer. Municipal Officers are strongly encouraged to use proper discretion and compliance with this policy and all related policies involving community engagement.
- B. Municipal Officers are the record custodians for their content posted and shall adhere to all local, state, and federal laws.
- C. Municipal Officers may make political statements or statements related to ballot issues on their own Municipal Social Media Account managed by that Municipal Officer, but should be aware that those statements and records may generate interest and issues for the municipality, including but not limited to substantial records requests, lawsuits, damages, etc.
- D. Municipal Officers may not post or publish political or ballot content to any other Municipal Social Media Account.



## CITY OF SHEBOYGAN SOCIAL MEDIA POLICY

- E. Municipal Officers should refrain from posting or publishing content on other Municipal Officer Social Media Accounts.

### 7. GENERAL REQUIREMENTS ON AUTHORIZED USERS.

All Authorized Users of Municipal Social Media Accounts shall:

- A. Provide account information, including username, password, and any other access credentials to the City Administrator (for Citywide accounts) or to their department head, or their designees.
- B. Provide full and updated records of active Authorized Users having access to and authority to regulate content on the Municipal Social Media Account(s).
- C. Ensure that any content published, posted, or hyperlinked-to in any capacity by an Authorized User to a Municipal Social Media Account is related to and in furtherance of the City's missions, services, goals, or objectives of the City.
- D. Maintain the Municipal Social Media Account in conformity with this policy.
- E. Monitor Municipal Social Media Accounts on a regular basis during the Authorized User's normal working hours excluding City Holidays.
- F. Notify the IT Director immediately of any security threats, risks, or unauthorized uses of their Municipal Social Media Account.
- G. Maintain and produce records in compliance with Wisconsin Public Records law.
- H. Provide a signed and dated copy of this policy acknowledging they have read and are aware of this policy and their obligations as an Authorized User.
- I. If the Authorized User or City Officer terminates, is removed from, or is no longer employed/representative of the City, said user shall immediately cease all involvement and/or use of Municipal Social Media Accounts. Failure to cease activity or surrender control of a Municipal Social Media Account upon expiration of the City Officer or Authorized User's position will result in penalties or other legal recourse.
- J. Upon change or termination of an Authorized User or Municipal Official, the Department Head/ City Administrator or designee shall change any password for a Municipal Social Media Account to assure account security.
- K. Authorized Users shall not use their position or Municipal Social Media Account for personal gain.

### 8. CONTENT MODERATION BY AUTHORIZED USERS.

- A. Regulations on Content published on Municipal Social Media Pages by an Authorized User:
  - i. All content that is published, posted, or hyperlinked-to in any capacity by an Authorized User to a Municipal Social Media Account must be related to a mission, service, goal, or objective of the municipality, department, officer, board, commission, committee, or authority of the municipality.
  - ii. Except for Municipal Social Media Accounts administered by public safety or public health departments, Municipal Social Media Accounts should refrain from posting any original content related to public safety or public health without approval from the City Administrator. Reposting or



## CITY OF SHEBOYGAN SOCIAL MEDIA POLICY

republishing previously approved content related to public safety or public health that has already been posted or published on other Municipal Social Media Accounts is acceptable.

- iii. Authorized Users of Municipal Social Media Accounts shall not publish prohibited content, including but not limited to:
  - 1. Content that violates a person's rights under federal, state, or local laws such as personally identifiable information and personal financial information;
  - 2. Content that is abusive, discriminatory, inflammatory, or sexually explicit;
  - 3. Information that could compromise an ongoing investigation or the safety and security of City operations, its employees, or members of the public;
  - 4. Content posted for personal use;
  - 5. Content that is not properly authorized by this policy or a supervisor.
- i. Denying an External User access to a Municipal Social Media Account
  - 1. Authorized Users may hide or remove individual posts that violate this Policy.
  - 2. The City reserves the right to ban/block an External User's access to Municipal Social Media Accounts for repeated violations of this Policy.
  - 3. Prior to banning or blocking an External User, the Authorized User shall obtain City Administrator authorization. A ban/block may be permanent or temporary, full or partial. Any External User that is denied access to a Municipal Social Media Account may appeal the ban to Licensing, Hearing, and Public Safety Committee by submitting an appeal in writing to the City Clerk's Office within thirty (30) days of the ban.

**9. CONTENT POSTED BY EXTERNAL USERS.** The City is not responsible for content published or posted by External Users onto Municipal Social Media Accounts. To the extent allowed by law, the City will attempt to moderate illegal or unprotected content such as that identified in section 5.C.ii. External Users of Municipal Social Media Accounts are prohibited from publishing content on a Municipal Social Media Account that is in violation of this policy such as that identified in section 5.C.ii. Content published by External Users may be subject to disclosure or retention subject to Wisconsin Public Records and Record Retention laws or discovery obligations. Any content published on a Municipal Social Media Account becomes public information, subject to the terms of this policy, and the External User should have no expectation of privacy or confidentiality with respect to the published content.

### 10. EMPLOYEE PERSONAL USE OF SOCIAL MEDIA.

- A. This policy is not intended to limit or restrict Employees to speak as private citizens on matters related to a public concern provided that the post or content does not create a security risk or disruption to the City.
- B. Employee Personal Use of Social Media may not be protected when it creates security or safety risks, becomes amplified to the extent it creates disruption to official municipal business, or relates to private concerns or matters.
- C. Employees may be held responsible for their personal social media use to the extent allowed by law.



## CITY OF SHEBOYGAN SOCIAL MEDIA POLICY

### 11. LEGAL REQUIREMENTS.

- A. Content published on Municipal Social Media Accounts is subject to Wisconsin Public Records Law.
- B. Authorized Users are responsible for maintaining records of the Municipal Social Media Account(s) that they manage and responding to lawful records requests.
- C. City Officers understand that discussions with other City Officers on social media may be subject to records requests AND may constitute a meeting pursuant to Wis. Stat. § 19.82. As such, City Officers are discouraged from communicating with other City Officers through social media.
- D. City Officers understand that even a private social media account may transition to a Municipal Social Media Account if the City Officer engages in official actions, duties, or authority conferred to the Officer by virtue of their position.

CITY OF SHEBOYGAN  
RESOLUTION 5-26-27

BY ALDERPERSONS BOORSE AND HEIDEMANN.

MAY 11, 2026.

A RESOLUTION establishing an updated bond schedule to reflect increased municipal court fees.

WHEREAS, Assembly Bill 443, increasing municipal court fees, was signed into law on March 20, 2026; and

WHEREAS, pursuant to Wis. Stat. § 800.037, Sheboygan Area Municipal Court Judge Samuel Melei has reviewed and approved the attached proposed bond schedule reflecting the changes to applied municipal court fees; and

NOW, THEREFORE, BE IT RESOLVED: That the attached bond schedule is hereby adopted, replacing all prior bond schedules.

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

SHEBOYGAN AREA MUNICIPAL COURT  
BOND SCHEDULE – CITY OF SHEBOYGAN

NOTE: For ongoing violations, the deposit amount is daily. Some violations carry non-monetary penalties and/or non-forfeiture fees, costs, and restitution not accounted for in this bond schedule. Costs are not added for children 13 years of age and younger pursuant to Wis. Stat. § 938.37.

SMC	Violation Description	Bond Amount	Total
4-1	Procure or Provide Alcohol to Intoxicated Person - Wis. Stat. §125.07(2)(a)1.		
	1 <sup>st</sup> Offense Within 30 Months (\$0-\$500)	\$100.00	<del>\$187.00</del>
	<b>\$197.00</b>		
	2 <sup>nd</sup> Offense Within 30 Months (\$0-\$500)	\$200.00	<del>\$313.00</del>
	<b>\$323.00</b>		
	3 <sup>rd</sup> and Subsequent Offense Within 30 Months (\$0-\$1,000)	\$500.00	<del>\$691.00</del>
	<b>\$701.00</b>		
4-1	Licensee Sell Alcohol to Intoxicated Person - Wis. Stat. §125.07(2)(a)2.		
	1 <sup>st</sup> Offense Within 30 Months (\$0-\$500)	\$100.00	<del>\$187.00</del>
	<b>\$197.00</b>		
	2 <sup>nd</sup> Offense Within 30 Months (\$0-\$500)	\$200.00	<del>\$313.00</del>
	<b>\$323.00</b>		
	3 <sup>rd</sup> and Subsequent Offense Within 30 Months (\$0-\$500)	\$500.00	<del>\$691.00</del>
	<b>\$701.00</b>		
4-1	Knowingly Permit Underage Alcohol Consumption – Wis. Stat. §125.07(1)(a)3.		
	1 <sup>st</sup> Offense Within 30 Months (\$0-\$500)	\$100.00	<del>\$187.00</del>
	<b>\$197.00</b>		
	2 <sup>nd</sup> Offense Within 30 Months (\$0-\$500)	\$200.00	<del>\$313.00</del>
	<b>\$323.00</b>		
	3 <sup>rd</sup> Offense Within 30 Months (\$0-\$1,000)	\$500.00	<del>\$691.00</del>
	<b>\$701.00</b>		
	4 <sup>th</sup> Offense Within 30 Months (\$0-\$10,000)	\$1,000.00	<del>\$1,321.00</del>
	<b>\$1,331.00</b>		
4-1	Encourage/ Contribute to Underage Alcohol Violation – Wis. Stat. §125.07(1)(a)4.		
	1 <sup>st</sup> Offense Within 30 Months (\$0-\$500)	\$100.00	<del>\$187.00</del>
	<b>\$197.00</b>		
	2 <sup>nd</sup> Offense Within 30 Months (\$0-\$500)	\$200.00	<del>\$313.00</del>
	<b>\$323.00</b>		
	3 <sup>rd</sup> Offense Within 30 Months (\$0-\$1,000)	\$500.00	<del>\$691.00</del>
	<b>\$701.00</b>		
	4 <sup>th</sup> Offense Within 30 Months (\$0-\$10,000)	\$1,000.00	<del>\$1,321.00</del>
	<b>\$1,331.00</b>		
4-1	Allow Minor on Premises – Wis. Stat. §125.07(3) (\$0-\$500)	\$100.00	<del>\$187.00</del>
	<b>\$197.00</b>		
4-1	Underage Procure/ Attempt to Procure – Wis. Stat. §125.07(4)(a)1.		
	1 <sup>st</sup> Offense (\$250-\$500)	\$250.00	<del>\$376.00</del>
	<b>\$386.00</b>		
	2 <sup>nd</sup> Offense Within 12 Months (\$300-\$500)	\$300.00	<del>\$439.00</del>
	<b>\$449.00</b>		
	3 <sup>rd</sup> Offense Within 12 Months (\$500-\$750)	\$500.00	<del>\$691.00</del>
	<b>\$701.00</b>		

SHEBOYGAN AREA MUNICIPAL COURT  
 BOND SCHEDULE – CITY OF SHEBOYGAN

NOTE: For ongoing violations, the deposit amount is daily. Some violations carry non-monetary penalties and/or non-forfeiture fees, costs, and restitution not accounted for in this bond schedule. Costs are not added for children 13 years of age and younger pursuant to Wis. Stat. § 938.37.

	4 <sup>th</sup> Offense Within 12 Months (\$750-\$1,000)	\$750.00	<del>\$1,006.00</del>
	<b>\$1,016.00</b>		
4-1	Underage Possession/ Consumption on Premises – Wis. Stat. §125.07(4)(a)2.		
	1 <sup>st</sup> Offense (\$250-\$500)	\$250.00	<del>\$376.00</del>
	<b>\$386.00</b>		
	2 <sup>nd</sup> Offense Within 12 Months (\$300-\$500)	\$300.00	<del>\$439.00</del>
	<b>\$449.00</b>		
	3 <sup>rd</sup> Offense Within 12 Months (\$500-\$750)	\$500.00	<del>\$691.00</del>
	<b>\$701.00</b>		
	4 <sup>th</sup> Offense Within 12 Months (\$750-\$1,000)	\$750.00	<del>\$1,006.00</del>
	<b>\$1,016.00</b>		
4-1	Underage on Premises (Issued to Underage) – Wis. Stat. §125.07(4)(a)3.		
	1 <sup>st</sup> Offense (\$250-\$500)	\$250.00	<del>\$376.00</del>
	<b>\$386.00</b>		
	2 <sup>nd</sup> Offense Within 12 Months (\$300-\$500)	\$300.00	<del>\$439.00</del>
	<b>\$449.00</b>		
	3 <sup>rd</sup> Offense Within 12 Months (\$500-\$750)	\$500.00	<del>\$691.00</del>
	<b>\$701.00</b>		
	4 <sup>th</sup> Offense Within 12 Months (\$750-\$1,000)	\$750.00	<del>\$1,006.00</del>
	<b>\$1,016.00</b>		
4-1	Underage Misrepresent Age to Obtain Alcohol – Wis. Stat. §125.07(4)(a)4.		
	1 <sup>st</sup> Offense (\$250-\$500)	\$250.00	<del>\$376.00</del>
	<b>\$386.00</b>		
	2 <sup>nd</sup> Offense Within 12 Months (\$300-\$500)	\$300.00	<del>\$439.00</del>
	<b>\$449.00</b>		
	3 <sup>rd</sup> Offense Within 12 Months (\$500-\$750)	\$500.00	<del>\$691.00</del>
	<b>\$701.00</b>		
	4 <sup>th</sup> Offense Within 12 Months (\$750-\$1,000)	\$750.00	<del>\$1,006.00</del>
	<b>\$1,016.00</b>		
<b>SMC</b>	<b><u>Violation Description</u></b>	<b><u>Bond Amount</u></b>	<b><u>Total</u></b>
4-1	Underage Misrepresent Age/False ID to Obtain Alcohol (Under 17 years old) – Wis. Stat. §938.344 (If 14 or younger, no costs) (\$100-\$500)		
	1 <sup>st</sup> Offense (\$100-\$500)	\$250.00	<del>\$376.00</del>
	<b>\$386.00</b>		
	2 <sup>nd</sup> Offense Within 12 Months (\$300-\$500)	\$300.00	<del>\$439.00</del>
	<b>\$449.00</b>		
	3 <sup>rd</sup> & Subsequent Offense Within 12 Months (\$500-\$750)	\$500.00	<del>\$691.00</del>
	<b>\$701.00</b>		
4-1	Underage Misrepresent Age/False ID to Obtain Alcohol (17-20 years old) – Wis. Stat. §125.085(3)(b) (\$300-\$1,250)		
	1 <sup>st</sup> Offense Within 12 Months (\$300-\$500)	\$300.00	<del>\$439.00</del>
	<b>\$449.00</b>		

SHEBOYGAN AREA MUNICIPAL COURT  
BOND SCHEDULE – CITY OF SHEBOYGAN

NOTE: For ongoing violations, the deposit amount is daily. Some violations carry non-monetary penalties and/or non-forfeiture fees, costs, and restitution not accounted for in this bond schedule. Costs are not added for children 13 years of age and younger pursuant to Wis. Stat. § 938.37.

	2 <sup>nd</sup> Offense Within 12 Months (\$300-\$500)	\$500.00	<del>\$691.00</del>
<b>\$701.00</b>			
	3 <sup>rd</sup> Offense Within 12 Months (\$500)	\$750.00	<del>\$1006.00</del>
<b>\$1,016.00</b>			
4-1	Underage Possession/ Consumption of Alcohol (17-20 years old) – Wis. Stat. §125.07(4)(b)		
	1 <sup>st</sup> Offense Within 12 Months (\$100-\$200)	\$100.00	<del>\$187.00</del>
<b>\$197.00</b>			
	2 <sup>nd</sup> Offense Within 12 Months (\$200-\$300)	\$200.00	<del>\$313.00</del>
<b>\$323.00</b>			
	3 <sup>rd</sup> Offense Within 12 Months (\$300-\$500)	\$300.00	<del>\$439.00</del>
<b>\$449.00</b>			
	4 <sup>th</sup> Offense Within 12 Months (\$500-\$1,000)	\$500.00	<del>\$691.00</del>
<b>\$701.00</b>			
4-1	Underage Possession/ Consumption of Alcohol (Under 17 years old) – Wis. Stat. §938.344(2) <i>(If 14 or younger, no costs)</i>		
	1 <sup>st</sup> Offense Within 12 Months (\$0-\$50)	\$ 30.00	<del>\$98.80</del>
<b>\$108.80</b>			
	2 <sup>nd</sup> Offense Within 12 Months (\$0-\$100)	\$100.00	<del>\$187.00</del>
<b>\$197.00</b>			
	3 <sup>rd</sup> Offense Within 12 Months (\$0-\$500)	\$500.00	<del>\$691.00</del>
<b>\$701.00</b>			
4-1	“Class A” Premises Sell Liquor Between 9pm-6am - Wis. Stat. §125.68(4)(b)	\$100.00	<del>\$187.00</del>
<b>\$197.00</b>			
4-1	Procure or Provide Alcohol to Underage Person - Wis. Stat. §125.07(1)(a)1.		
	1 <sup>st</sup> Offense Within 30 Months (\$0-\$500)	\$100.00	<del>\$187.00</del>
<b>\$197.00</b>			
	2 <sup>nd</sup> Offense Within 30 Months (\$0-\$500)	\$200.00	<del>\$313.00</del>
<b>\$323.00</b>			
	3 <sup>rd</sup> Offense Within 30 Months (\$0-\$1,000)	\$500.00	<del>\$691.00</del>
<b>\$701.00</b>			
	4 <sup>th</sup> Offense Within 30 Months (\$0-\$10,000)	\$1,000.00	<del>\$1,321.00</del>
<b>\$1,331.00</b>			
4-1	Licensee Sell Alcohol to Underage Person – Wis. Stat. §125.07(1)(a)2.		
	1 <sup>st</sup> Offense Within 30 Months (\$0-\$500)	\$100.00	<del>\$187.00</del>
<b>\$197.00</b>			
	2 <sup>nd</sup> Offense Within 30 Months (\$0-\$500)	\$200.00	<del>\$313.00</del>
<b>\$323.00</b>			
	3 <sup>rd</sup> Offense Within 30 Months (\$0-\$1,000)	\$500.00	<del>\$691.00</del>
<b>\$701.00</b>			
	4 <sup>th</sup> Offense Within 30 Months (\$0-\$10,000)	\$1,000.00	<del>\$1,321.00</del>
<b>\$1,331.00</b>			
4-1	Adult Permit or Fail to Prevent Underage Alcohol Consumption - Wis. Stat. §125.07(1)(a)3.		

SHEBOYGAN AREA MUNICIPAL COURT  
 BOND SCHEDULE – CITY OF SHEBOYGAN

NOTE: For ongoing violations, the deposit amount is daily. Some violations carry non-monetary penalties and/or non-forfeiture fees, costs, and restitution not accounted for in this bond schedule. Costs are not added for children 13 years of age and younger pursuant to Wis. Stat. § 938.37.

	1 <sup>st</sup> Offense Within 30 Months (\$0-\$500)	\$100.00	<del>\$187.00</del>
	<b>\$197.00</b>		
	2 <sup>nd</sup> Offense Within 30 Months (\$0-\$500)	\$200.00	<del>\$313.00</del>
	<b>\$323.00</b>		
	3 <sup>rd</sup> Offense Within 30 Months (\$0-\$1,000)	\$500.00	<del>\$691.00</del>
	<b>\$701.00</b>		
	4 <sup>th</sup> Offense Within 30 Months (\$0-\$10,000)	\$1,000.00	<del>\$1,321.00</del>
	<b>\$1,331.00</b>		
4-1	Class B Premises/ Tavern Open After Hours- Wis. Stat. §125.32(3)(a)	\$100.00	<del>\$187.00</del>
	<b>\$197.00</b>		
4-1	Class B Premises Sell Beer for Carry Out Midnight-6AM - Wis. Stat. §125.32(3)(am)	\$100.00	<del>\$187.00</del>
	<b>\$197.00</b>		
4-1	Class A Premises Sell Malt Beverages Between Midnight – 6AM - Wis. Stat. §125.32(3)(b)	\$100.00	<del>\$187.00</del>
	<b>\$197.00</b>		
4-1	Licensed Premises Fail to Purchase Beer from Wholesaler - Wis. Stat. §125.33(9)(a)	\$100.00	<del>\$187.00</del>
	<b>\$197.00</b>		
<u>SMC</u>	<u>Violation Description</u>	<u>Bond Amount</u>	<u>Total</u>
4-1	Licensed Premises Fail to Purchase Liquor From Wholesaler - Wis. Stat. §125.69(6)(b)	\$100.00	<del>\$187.00</del>
	<b>\$197.00</b>		
4-1	Unlicensed Person Selling Alcohol- Wis. Stat. §125.66(1) (\$250-\$10,000)	\$350.00	<del>\$502.00</del>
	<b>\$512.00</b>		
4-1	Licensed Premises Open Without Agent/ Licensee Present - Wis. Stat. 125.68(2) (\$250-\$1000)	\$250.00	<del>\$376.00</del>
	<b>\$386.00</b>		
4-1	Closing Hours Violation Class “A” Retailer- Wis. Stat. §125.68(4)(b) (\$50-\$500)	\$100.00	<del>\$187.00</del>
	<b>\$197.00</b>		
4-1	Closing Hours Violation “Class B” & “Class C” Retailers- Wis. Stat. §125.68(4)(c) (\$50-\$500)	\$100.00	<del>\$187.00</del>
	<b>\$197.00</b>		
4-2	Give Away Meals on Licensed Premises	\$ 75.00	<del>\$155.50</del>
	<b>\$165.50</b>		
4-39(a)	Music License; Restrictions (\$50-\$500)	\$ 75.00	<del>\$155.50</del>
	<b>\$165.50</b>		
4-40(a)	Nude or Nearly Nude Dancing (\$50-\$500)	\$ 75.00	<del>\$155.50</del>
	<b>\$165.50</b>		
4-79(a)	Beverages Not Authorized for Sale on Premises	\$ 75.00	<del>\$155.50</del>
	<b>\$165.50</b>		

SHEBOYGAN AREA MUNICIPAL COURT  
BOND SCHEDULE – CITY OF SHEBOYGAN

NOTE: For ongoing violations, the deposit amount is daily. Some violations carry non-monetary penalties and/or non-forfeiture fees, costs, and restitution not accounted for in this bond schedule. Costs are not added for children 13 years of age and younger pursuant to Wis. Stat. § 938.37.

6-21	Pool Table/ Bowling Alley Without License	(\$1-\$25)	\$ 25.00	<del>\$92.50</del>
			<b>\$102.50</b>	
6-57	Unsanitary Dancehall (\$1-\$25)		\$ 25.00	<del>\$92.50</del>
			<b>\$102.50</b>	
6-58	Improper Conduct in Dancehall (\$1-\$25)		\$ 25.00	<del>\$92.50</del>
			<b>\$102.50</b>	
6-59	Minor at Public Dancehall After 10pm (\$50-\$500)		\$ 25.00	<del>\$92.50</del>
			<b>\$102.50</b>	
6-60	Dancehall Closing Hours (\$1-\$25)		\$ 25.00	<del>\$92.50</del>
			<b>\$102.50</b>	
6-79	Operating Dancehall without License (\$1-\$25)		\$ 25.00	<del>\$92.50</del>
			<b>\$102.50</b>	
6-85	Amusement License Display Violation (\$1-\$25)		\$ 25.00	<del>\$92.50</del>
			<b>\$102.50</b>	
6-116	Operating Amusement Without Bond/Insurance (\$50-\$500)		\$100.00	<del>\$187.00</del>
			<b>\$197.00</b>	
6-118	Parade Without Permit (\$50-\$500)		\$200.00	<del>\$313.00</del>
			<b>\$323.00</b>	
6-119(a)	Carnival, Circus, Menagerie Without Permit (\$50-\$500)		\$200.00	<del>\$313.00</del>
			<b>\$323.00</b>	
6-145	Unlicensed Theater (\$50-\$500)		\$100.00	<del>\$187.00</del>
			<b>\$197.00</b>	
6-169(c)	Permit Persons Under 18 at Non-Alcoholic Club After Curfew (\$50-\$1000)		\$100.00	<del>\$187.00</del>
			<b>\$197.00</b>	
6-169(d)	Violate Closing Hours at Non-Alcoholic Dance Club (\$50-\$1000)		\$100.00	<del>\$187.00</del>
			<b>\$197.00</b>	
6-169(e)	Unsanitary Dance Hall (\$50-\$1000)		\$100.00	<del>\$187.00</del>
			<b>\$197.00</b>	
6-169(f)	Possess/ Consume/ Sell Alcohol at Non-Alcoholic Dance Hall (\$50-\$1000)		\$100.00	<del>\$187.00</del>
			<b>\$197.00</b>	
6-192	Operate Dance Club Without License (\$50-\$1000)		\$100.00	<del>\$187.00</del>
			<b>\$197.00</b>	
6-214	Amusement Device Without License (\$50-\$500)		\$ 50.00	<del>\$124.00</del>
			<b>\$134.00</b>	

SHEBOYGAN AREA MUNICIPAL COURT  
BOND SCHEDULE – CITY OF SHEBOYGAN

NOTE: For ongoing violations, the deposit amount is daily. Some violations carry non-monetary penalties and/or non-forfeiture fees, costs, and restitution not accounted for in this bond schedule. Costs are not added for children 13 years of age and younger pursuant to Wis. Stat. § 938.37.

8-1	Adopt Wis. Stat. Ch. 951 Crimes Against Animals	\$100.00	<del>\$187.00</del>
	<b>\$197.00</b>		
8-1	Neglect/ Abandon Animal – Wis. Stat. §951.15 (\$25-\$100)	\$100.00	<del>\$187.00</del>
	<b>\$197.00</b>		
<b>SMC</b>	<b><u>Violation Description</u></b>	<b><u>Bond Amount</u></b>	<b><u>Total</u></b>
8-1	Fail to Provide Animal With Food And/ Or Water – Wis. Stat. §951.13(1) (\$25-\$100)	\$100.00	<del>\$187.00</del>
	<b>\$197.00</b>		
8-1	Fail to Provide Animal With Adequate, Sanitary Shelter – Wis. Stat. §951.14(4) (\$25-\$100)	\$100.00	<del>\$187.00</del>
	<b>\$197.00</b>		
8-1	Treat Animal in Cruel Manner – Wis. Stat. §951.02 (\$25-\$100)	\$100.00	<del>\$187.00</del>
	<b>\$197.00</b>		
8-1	Remove Dog or Cat Without Owner’s Consent – Wis. Stat. §951.03 (\$25-\$100)	\$100.00	<del>\$187.00</del>
	<b>\$197.00</b>		
8-1	Instigate or Promote Fights Between Animals – Wis. Stat. §951.08(1) (\$25-\$100)	\$100.00	<del>\$187.00</del>
	<b>\$197.00</b>		
8-1	Harass Animal Used by Police or Fire Dept. – Wis. Stat. §951.095(1) (\$25-\$100)	\$100.00	<del>\$187.00</del>
	<b>\$197.00</b>		
8-1	Harass Service Dog After Notice – Wis. Stat. §951.097(1)(b)2. (\$25-\$100)	\$100.00	<del>\$187.00</del>
	<b>\$197.00</b>		
8-5	Animals at Large (\$100-\$2500)		
	1 <sup>st</sup> offense within 5 years (\$100-\$250)	\$150.00	<del>\$250.00</del>
	<b>\$260.00</b>		
	2 <sup>nd</sup> offense within 5 years (\$250-\$1000)	\$300.00	<del>\$439.00</del>
	<b>\$449.00</b>		
	3 <sup>rd</sup> offense within 5 years (\$500-\$2500)	\$500.00	<del>\$691.00</del>
	<b>\$701.00</b>		
8-7	Shooting Birds (\$50-\$100)	\$100.00	<del>\$187.00</del>
	<b>\$197.00</b>		
8-8	Sale, Giving Away Live Animal Prizes (\$25-\$100)	\$ 50.00	<del>\$124.00</del>
	<b>\$134.00</b>		
8-9(a)	Keeping of Swine and Cattle (\$25-\$100)	\$ 50.00	<del>\$124.00</del>
	<b>\$134.00</b>		
8-10	Fail to Clean up Animal Feces (\$25-\$100)	\$ 50.00	<del>\$124.00</del>
	<b>\$134.00</b>		

SHEBOYGAN AREA MUNICIPAL COURT  
BOND SCHEDULE – CITY OF SHEBOYGAN

NOTE: For ongoing violations, the deposit amount is daily. Some violations carry non-monetary penalties and/or non-forfeiture fees, costs, and restitution not accounted for in this bond schedule. Costs are not added for children 13 years of age and younger pursuant to Wis. Stat. § 938.37.

8-11	Sanitary Standards for Keeping Pets (\$25-\$100)	\$ 50.00	<del>\$124.00</del>
	<u>\$134.00</u>		
8-12	Rabies Vaccination Required (\$50-\$100)	\$100.00	<del>\$187.00</del>
	<u>\$197.00</u>		
8-13	Collar and Tags Must be Worn (\$25-\$100)	\$ 50.00	<del>\$124.00</del>
	<u>\$134.00</u>		
8-14(a)	Feeding of Deer Prohibited (\$25-\$100)	\$ 50.00	<del>\$124.00</del>
	<u>\$134.00</u>		
8-15(a)	Keep Fowl in Unsanitary Condition/ Close Proximity to Dwelling (\$25-\$100)	\$ 50.00	<del>\$124.00</del>
	<u>\$134.00</u>		
8-16(a)	Pet in City Park, Beach, Grounds, Where Prohibited (\$25-\$100)	\$ 50.00	<del>\$124.00</del>
	<u>\$134.00</u>		
8-16(e)	Failure to Remove Pet Feces from Park (\$125)	\$125.00	<del>\$218.50</del>
	<u>\$228.50</u>		
8-17	Feeding Seagulls (\$25-\$100)	\$ 50.00	<del>\$124.00</del>
	<u>\$134.00</u>		
8-18(b)	Possess More Than 3 Animals W/Out Fancier's Permit (\$25-\$100)	\$ 50.00	<del>\$124.00</del>
	<u>\$134.00</u>		
8-40	Unrestrained Dog or Cat (\$25-\$100)	\$ 50.00	<del>\$124.00</del>
	<u>\$134.00</u>		
8-41	Dogs/Cats Restricted on Private Property (\$25-\$100)	\$ 50.00	<del>\$124.00</del>
	<u>\$134.00</u>		
8-43	Unlicensed Dog or Cat (\$25-\$100)	\$ 50.00	<del>\$124.00</del>
	<u>\$134.00</u>		
<u>SMC</u>	<u>Violation Description</u>	<u>Bond Amount</u>	<u>Total</u>
8-44(b)	Fail to Vaccinate Dog > 4 mos; Cat > 1 year (\$25-\$100)	\$ 50.00	<del>\$124.00</del>
	<u>\$134.00</u>		
8-74	Harbor/Keep or Bring Vicious Dog Into City (\$250-\$1000)	\$400.00	<del>\$565.00</del>
	<u>\$575.00</u>		
8-75	Sell/Give Away/ Transfer Dangerous/Vicious Dog (\$100-\$500)	\$200.00	<del>\$313.00</del>
	<u>\$323.00</u>		
8-76	Notification Requirements for Dangerous Dog (\$100-\$500)	\$200.00	<del>\$313.00</del>
	<u>\$323.00</u>		

SHEBOYGAN AREA MUNICIPAL COURT  
BOND SCHEDULE – CITY OF SHEBOYGAN

NOTE: For ongoing violations, the deposit amount is daily. Some violations carry non-monetary penalties and/or non-forfeiture fees, costs, and restitution not accounted for in this bond schedule. Costs are not added for children 13 years of age and younger pursuant to Wis. Stat. § 938.37.

8-81 Requirements for Keeping Dangerous Dog (\$100-\$500) <u>\$323.00</u>	\$200.00	<del>\$313.00</del>
8-82 Restraint/Confinement of Dangerous Dog (\$100-\$500) <u>\$323.00</u>	\$200.00	<del>\$313.00</del>
10-23 Conformity to Federal Rules (\$1.00-\$100) <u>\$197.00</u>	\$100.00	<del>\$187.00</del>
10-25 Pilot's License Required (\$1.00-\$100) <u>\$197.00</u>	\$100.00	<del>\$187.00</del>
10-26 Aircraft License Required (\$1.00-\$100) <u>\$197.00</u>	\$100.00	<del>\$187.00</del>
10-27 Low-Flying Aircraft Prohibited (\$1.00-\$100) <u>\$197.00</u>	\$100.00	<del>\$187.00</del>
10-28 Acrobatic Flying Prohibited (\$1.00-\$100) <u>\$197.00</u>	\$100.00	<del>\$187.00</del>
10-29 Dropping Objects Prohibited (\$1.00-\$100) <u>\$197.00</u>	\$100.00	<del>\$187.00</del>
12 Chapter 12 Violations Not Otherwise Listed (\$150-\$750) <u>\$701.00</u>	\$500.00	<del>\$691.00</del>
Article 12-III Electrical Code Violations (\$150-\$750) <u>\$701.00</u>	\$500.00	<del>\$691.00</del>
Article 12-IV Fence Code Violations (\$150-\$750) <u>\$701.00</u>	\$500.00	<del>\$691.00</del>
Article 12-V HVAC Code Violations (\$150-\$750) <u>\$701.00</u>	\$500.00	<del>\$691.00</del>
Article 12-VI Drainage Code Violations (\$150-\$750) <u>\$701.00</u>	\$500.00	<del>\$691.00</del>
Article 12-VII Property Maintenance Code Violations (\$150-\$750) <u>\$701.00</u>	\$500.00	<del>\$691.00</del>
Article 12-VIII Plumbing Code Violations (\$150-\$750) <u>\$701.00</u>	\$500.00	<del>\$691.00</del>
Article 12-IX Swimming Pool Code Violations (\$150-\$750) <u>\$701.00</u>	\$500.00	<del>\$691.00</del>
12-34(a) Demolition Without Permit (\$150-\$750) <u>\$701.00</u>	\$500.00	<del>\$691.00</del>

SHEBOYGAN AREA MUNICIPAL COURT  
BOND SCHEDULE – CITY OF SHEBOYGAN

NOTE: For ongoing violations, the deposit amount is daily. Some violations carry non-monetary penalties and/or non-forfeiture fees, costs, and restitution not accounted for in this bond schedule. Costs are not added for children 13 years of age and younger pursuant to Wis. Stat. § 938.37.

12-36(a) Use of Building Without Occupancy Permit (\$150-\$750) <u>\$701.00</u>	\$500.00	<del>\$691.00</del>
12-40(c) Failure to Register Vacant Building (\$150-\$750) <u>\$701.00</u>	\$500.00	<del>\$691.00</del>
12-105 Contractor Fraud (\$150-\$750) <u>\$701.00</u>	\$500.00	<del>\$691.00</del>
12-124(a) Failure to Have Contractor's/Carpenter License (\$150-\$750) <u>\$701.00</u>	\$500.00	<del>\$691.00</del>
12-453(b) Violate Property Maintenance Code or Order (\$150-\$750) <u>\$701.00</u>	\$500.00	<del>\$691.00</del>
<u>SMC</u> <u>Violation Description</u>	<u>Bond Amount</u>	<u>Total</u>
12-453(c) Re-let Dwelling After Written Notice Prohibiting (\$1000) <u>\$1,331.00</u>	\$1000.00	<del>\$1321.00</del>
12-453(d) Deface/Remove Placard Condemning Dwelling (\$1000) <u>\$1,331.00</u>	\$1000.00	<del>\$1321.00</del>
12-453(e) Maintaining/ Using/ Occupying Commercial Building w/ Boarded Windows (\$150-\$750) <u>\$701.00</u>	\$500.00	<del>\$691.00</del>
12-455 Property Exteriors Violation (\$150-\$750) <u>\$701.00</u>	\$500.00	<del>\$691.00</del>
14    Article 14-II Massage Establishment Violations (\$50-\$200) <u>\$197.00</u>	\$100.00	<del>\$187.00</del>
14    Article 14-III Sidewalk Café Violations (\$100-\$500) <u>\$197.00</u>	\$100.00	<del>\$187.00</del>
14    Article 14-VI Transient Merchant Violations (\$10-\$1000) <u>\$386.00</u>	\$250.00	<del>\$376.00</del>
14    Article 14-VII Mobile Food Vendor Violations (\$100-\$1000) <u>\$386.00</u>	\$250.00	<del>\$376.00</del>
20    Chapter 20 Violations Not Otherwise Listed (\$50-\$500) <u>\$197.00</u>	\$100.00	<del>\$187.00</del>
20-4(a) Violate Non-Parking Emergency Rule (\$0-\$100) <u>\$134.00</u>	\$ 50.00	<del>\$124.00</del>
20-4(b) Violate Emergency Parking Rule (No Costs Added) (\$50)	\$ 50.00	-

SHEBOYGAN AREA MUNICIPAL COURT  
 BOND SCHEDULE – CITY OF SHEBOYGAN

NOTE: For ongoing violations, the deposit amount is daily. Some violations carry non-monetary penalties and/or non-forfeiture fees, costs, and restitution not accounted for in this bond schedule. Costs are not added for children 13 years of age and younger pursuant to Wis. Stat. § 938.37.

20	Division 20-III-3 Other Alarm Systems Violations (\$50-\$500)	\$100.00	<del>\$187.00</del>
	<b>\$197.00</b>		
22	Division 22-II-1 (Construction Site Erosion Control) Violations Not Otherwise Listed (\$50-\$500)	\$100.00	<del>\$187.00</del>
	<b>\$197.00</b>		
22	Article 22-III-1 (Post-Construction Stormwater Management) Violations Not Otherwise Listed (50-\$1000)	\$150.00	<del>\$250.00</del>
	<b>\$260.00</b>		
24	Violations of Chapter 24 Not Otherwise Listed (\$100-\$200)	\$100.00	<del>\$187.00</del>
	<b>\$197.00</b>		
24-1(b)	Fail to Follow Fire Department Orders (\$100-\$200)	\$150.00	<del>\$250.00</del>
	<b>\$260.00</b>		
24-33	Fail to Remedy Hazardous Condition (\$100-\$200)	\$150.00	<del>\$250.00</del>
	<b>\$260.00</b>		
24-36	Fail to Assist at Fire		
	1 <sup>st</sup> Offense (\$200-\$500)	\$300.00	<del>\$439.00</del>
	<b>\$449.00</b>		
	2 <sup>nd</sup> Offense (\$300-\$500)	\$400.00	<del>\$565.00</del>
	<b>\$575.00</b>		
24-37	False Alarm/ Tampering With Alarm		
	1 <sup>st</sup> Offense (\$200-\$500)	\$300.00	<del>\$439.00</del>
	<b>\$449.00</b>		
	2 <sup>nd</sup> Offense (\$300-\$500)	\$500.00	<del>\$691.00</del>
	<b>\$701.00</b>		
24-38(a)	Combustible Waste in a Building (\$100-\$200)	\$150.00	<del>\$250.00</del>
	<b>\$260.00</b>		
24-38(b)	Combustible Waste on a Property (\$100-\$200)	\$150.00	<del>\$250.00</del>
	<b>\$260.00</b>		
24-39	Sparks From Chimney (\$100-\$200)	\$150.00	<del>\$250.00</del>
	<b>\$260.00</b>		
24-40	Noncombustible Container for Ashes (\$100-\$200)	\$150.00	<del>\$250.00</del>
	<b>\$260.00</b>		
SMC	<u>Violation Description</u>	<u>Bond Amount</u>	<u>Total</u>
24-41	Christmas Tree Violation (\$100-\$200)	\$150.00	<del>\$250.00</del>
	<b>\$260.00</b>		
24	Division 24-II-3 Egress Obstruction Violations (\$100-\$200)	\$150.00	<del>\$250.00</del>
	<b>\$260.00</b>		

SHEBOYGAN AREA MUNICIPAL COURT  
BOND SCHEDULE – CITY OF SHEBOYGAN

NOTE: For ongoing violations, the deposit amount is daily. Some violations carry non-monetary penalties and/or non-forfeiture fees, costs, and restitution not accounted for in this bond schedule. Costs are not added for children 13 years of age and younger pursuant to Wis. Stat. § 938.37.

24	Division 24-II-5 Open Burning Violations (\$100-\$200)	\$150.00	<del>\$250.00</del>
	<b>\$260.00</b>		
24	Division 24-II-6 Torch/ Metal Cutting Device Violations (\$100-\$200)	\$150.00	<del>\$250.00</del>
	<b>\$260.00</b>		
24	Division 24-II-11 Smoke Detector Violations (\$200-\$500)	\$250.00	<del>\$376.00</del>
	<b>\$386.00</b>		
24-284	Violations Related Flammable & Combustible Liquids in Tank Vehicles		
	1 <sup>st</sup> Offense (\$100-\$200)	\$150.00	<del>\$250.00</del>
	<b>\$260.00</b>		
	2 <sup>nd</sup> Offense (\$200-\$500)	\$350.00	<del>\$502.00</del>
	<b>\$512.00</b>		
24-286	Improper Storage of Flammable/ Combustible Materials		
	1st Offense (\$100-\$200)	\$150.00	<del>\$250.00</del>
	<b>\$260.00</b>		
	2nd Offense (\$200-\$500)	\$350.00	<del>\$502.00</del>
	<b>\$512.00</b>		
24-338(a)	Fireworks Violation (\$100-\$1000)	\$250.00	<del>\$376.00</del>
	<b>\$386.00</b>		
24-339(c)	Model Rockets Violation (\$100-\$1000)	\$250.00	<del>\$376.00</del>
	<b>\$386.00</b>		
26-19	Negligent Use of Smoking Materials (\$100-\$500)	\$300.00	<del>\$439.00</del>
	<b>\$449.00</b>		
26-20	Improper Place for Smoking Violations	\$200.00	<del>\$313.00</del>
	<b>\$323.00</b>		
26-22(a)	Smoking Near Combustible Materials (\$100-\$200)	\$150.00	<del>\$250.00</del>
	<b>\$260.00</b>		
32	Chapter 32 Libraries Violations (\$25-\$500)	\$ 25.00	<del>\$ 92.50</del>
	<b>\$102.50</b>		
36-3	Permit Public Nuisance		
	1 <sup>st</sup> Offense (\$10-\$50)	\$50.00	<del>\$124.00</del>
	<b>\$134.00</b>		
	2 <sup>nd</sup> Offense Within a Year (\$50-\$200)	\$150.00	<del>\$250.00</del>
	<b>\$260.00</b>		
	3 <sup>rd</sup> Offense Within a Year (\$200-\$500)	\$250.00	<del>\$376.00</del>
	<b>\$386.00</b>		
36-8(a)(1)	Nuisance- Street Pollution, Unwholesome Matter		
	1 <sup>st</sup> Offense (\$10-\$50)	\$50.00	<del>\$124.00</del>
	<b>\$134.00</b>		

SHEBOYGAN AREA MUNICIPAL COURT  
 BOND SCHEDULE – CITY OF SHEBOYGAN

NOTE: For ongoing violations, the deposit amount is daily. Some violations carry non-monetary penalties and/or non-forfeiture fees, costs, and restitution not accounted for in this bond schedule. Costs are not added for children 13 years of age and younger pursuant to Wis. Stat. § 938.37.

	2 <sup>nd</sup> Offense Within a Year (\$50-\$200)	\$150.00	<del>\$250.00</del>
<b>\$260.00</b>			
	3 <sup>rd</sup> Offense Within a Year (\$200-\$500)	\$250.00	<del>\$376.00</del>
<b>\$386.00</b>			
36-8(b) Nuisance- Smoke and Fume Emission			
	1 <sup>st</sup> Offense (\$10-\$50)	\$50.00	<del>\$124.00</del>
<b>\$134.00</b>			
	2 <sup>nd</sup> Offense Within a Year (\$50-\$200)	\$150.00	<del>\$250.00</del>
<b>\$260.00</b>			
	3 <sup>rd</sup> Offense Within a Year (\$200-\$500)	\$250.00	<del>\$376.00</del>
<b>\$386.00</b>			
36-8(c) Nuisance- Improper Material Storage			
	1 <sup>st</sup> Offense (\$10-\$50)	\$50.00	<del>\$124.00</del>
<b>\$134.00</b>			
	2 <sup>nd</sup> Offense Within a Year (\$50-\$200)	\$150.00	<del>\$250.00</del>
<b>\$260.00</b>			
	3 <sup>rd</sup> Offense Within a Year (\$200-\$500)	\$250.00	<del>\$376.00</del>
<b>\$386.00</b>			
<u>SMC</u>	<u>Violation Description</u>	<u>Bond Amount</u>	<u>Total</u>
36-8(d) Nuisance- Property Exteriors			
	1 <sup>st</sup> Offense (\$10-\$50)	\$50.00	<del>\$124.00</del>
<b>\$134.00</b>			
	2 <sup>nd</sup> Offense Within a Year (\$50-\$200)	\$150.00	<del>\$250.00</del>
<b>\$260.00</b>			
	3 <sup>rd</sup> Offense Within a Year (\$200-\$500)	\$250.00	<del>\$376.00</del>
<b>\$386.00</b>			
36-8(e) Nuisance- Graffiti			
	1 <sup>st</sup> Offense (\$10-\$50)	\$50.00	<del>\$124.00</del>
<b>\$134.00</b>			
	2 <sup>nd</sup> Offense Within a Year (\$50-\$200)	\$150.00	<del>\$250.00</del>
<b>\$260.00</b>			
	3 <sup>rd</sup> Offense Within a Year (\$200-\$500)	\$250.00	<del>\$376.00</del>
<b>\$386.00</b>			
36-8(f) Nuisance- Noxious Weeds			
	1 <sup>st</sup> Offense (\$10-\$50)	\$50.00	<del>\$124.00</del>
<b>\$134.00</b>			
	2 <sup>nd</sup> Offense Within a Year (\$50-\$200)	\$150.00	<del>\$250.00</del>
<b>\$260.00</b>			
	3 <sup>rd</sup> Offense Within a Year (\$200-\$500)	\$250.00	<del>\$376.00</del>
<b>\$386.00</b>			
36-8(g) Nuisance- Diseased or Dangerous Trees			

SHEBOYGAN AREA MUNICIPAL COURT  
BOND SCHEDULE – CITY OF SHEBOYGAN

NOTE: For ongoing violations, the deposit amount is daily. Some violations carry non-monetary penalties and/or non-forfeiture fees, costs, and restitution not accounted for in this bond schedule. Costs are not added for children 13 years of age and younger pursuant to Wis. Stat. § 938.37.

<p>1<sup>st</sup> Offense (\$10-\$50) <b>\$134.00</b></p>	<p>1<sup>st</sup> Offense (\$10-\$50)</p>	<p>\$50.00</p>	<p><del>\$124.00</del></p>
<p>2<sup>nd</sup> Offense Within a Year (\$50-\$200) <b>\$260.00</b></p>	<p>2<sup>nd</sup> Offense Within a Year (\$50-\$200)</p>	<p>\$150.00</p>	<p><del>\$250.00</del></p>
<p>3<sup>rd</sup> Offense Within a Year (\$200-\$500) <b>\$386.00</b></p>	<p>3<sup>rd</sup> Offense Within a Year (\$200-\$500)</p>	<p>\$250.00</p>	<p><del>\$376.00</del></p>
36-8(h) Nuisance- Unreasonable Noise			
<p>1<sup>st</sup> Offense (\$10-\$50) <b>\$134.00</b></p>	<p>1<sup>st</sup> Offense (\$10-\$50)</p>	<p>\$50.00</p>	<p><del>\$124.00</del></p>
<p>2<sup>nd</sup> Offense Within a Year (\$50-\$200) <b>\$260.00</b></p>	<p>2<sup>nd</sup> Offense Within a Year (\$50-\$200)</p>	<p>\$150.00</p>	<p><del>\$250.00</del></p>
<p>3<sup>rd</sup> Offense Within a Year (\$200-\$500) <b>\$386.00</b></p>	<p>3<sup>rd</sup> Offense Within a Year (\$200-\$500)</p>	<p>\$250.00</p>	<p><del>\$376.00</del></p>
36-128(a) Failure to Abate Nuisance			
<p>1<sup>st</sup> Offense (\$10-\$50) <b>\$134.00</b></p>	<p>1<sup>st</sup> Offense (\$10-\$50)</p>	<p>\$50.00</p>	<p><del>\$124.00</del></p>
<p>2<sup>nd</sup> Offense Within a Year (\$50-\$200) <b>\$260.00</b></p>	<p>2<sup>nd</sup> Offense Within a Year (\$50-\$200)</p>	<p>\$150.00</p>	<p><del>\$250.00</del></p>
<p>3<sup>rd</sup> Offense Within a Year (\$200-\$500) <b>\$386.00</b></p>	<p>3<sup>rd</sup> Offense Within a Year (\$200-\$500)</p>	<p>\$250.00</p>	<p><del>\$376.00</del></p>
36-128(b) Failure to Appear for Nuisance Abatement Hearing			
<p>1<sup>st</sup> Offense (\$10-\$50) <b>\$134.00</b></p>	<p>1<sup>st</sup> Offense (\$10-\$50)</p>	<p>\$50.00</p>	<p><del>\$124.00</del></p>
<p>2<sup>nd</sup> Offense Within a Year (\$50-\$200) <b>\$260.00</b></p>	<p>2<sup>nd</sup> Offense Within a Year (\$50-\$200)</p>	<p>\$150.00</p>	<p><del>\$250.00</del></p>
<p>3<sup>rd</sup> Offense Within a Year (\$200-\$500) <b>\$386.00</b></p>	<p>3<sup>rd</sup> Offense Within a Year (\$200-\$500)</p>	<p>\$250.00</p>	<p><del>\$376.00</del></p>
36-128(c) Failure to Observe Abatement Plan			
<p>1<sup>st</sup> Offense (\$10-\$50) <b>\$134.00</b></p>	<p>1<sup>st</sup> Offense (\$10-\$50)</p>	<p>\$50.00</p>	<p><del>\$124.00</del></p>
<p>2<sup>nd</sup> Offense Within a Year (\$50-\$200) <b>\$260.00</b></p>	<p>2<sup>nd</sup> Offense Within a Year (\$50-\$200)</p>	<p>\$150.00</p>	<p><del>\$250.00</del></p>
<p>3<sup>rd</sup> Offense Within a Year (\$200-\$500) <b>\$386.00</b></p>	<p>3<sup>rd</sup> Offense Within a Year (\$200-\$500)</p>	<p>\$250.00</p>	<p><del>\$376.00</del></p>
36-163 Failure to Comply with Chronic Nuisance Abatement Plan			
<p>1<sup>st</sup> Offense (\$10-\$50) <b>\$134.00</b></p>	<p>1<sup>st</sup> Offense (\$10-\$50)</p>	<p>\$50.00</p>	<p><del>\$124.00</del></p>
<p>2<sup>nd</sup> Offense Within a Year (\$50-\$200) <b>\$260.00</b></p>	<p>2<sup>nd</sup> Offense Within a Year (\$50-\$200)</p>	<p>\$150.00</p>	<p><del>\$250.00</del></p>
<p>3<sup>rd</sup> Offense Within a Year (\$200-\$500) <b>\$386.00</b></p>	<p>3<sup>rd</sup> Offense Within a Year (\$200-\$500)</p>	<p>\$250.00</p>	<p><del>\$376.00</del></p>
<p>38-1 All State Forfeitures and Misdemeanors (\$50-\$500) <b>\$260.00</b></p>	<p>38-1 All State Forfeitures and Misdemeanors (\$50-\$500)</p>	<p>\$150.00</p>	<p><del>\$250.00</del></p>

SHEBOYGAN AREA MUNICIPAL COURT  
BOND SCHEDULE – CITY OF SHEBOYGAN

NOTE: For ongoing violations, the deposit amount is daily. Some violations carry non-monetary penalties and/or non-forfeiture fees, costs, and restitution not accounted for in this bond schedule. Costs are not added for children 13 years of age and younger pursuant to Wis. Stat. § 938.37.

<i>State Bond Book Violations Not Otherwise Listed Herein</i>		<i>See State Bond Book</i>	
38-2	Party to a Violation – Wis. Stat. §939.05(1)	No additional amount	
<u>SMC</u>	<u>Violation Description</u>	<u>Bond Amount</u>	<u>Total</u>
38-58(a)	Public Indecency (\$100-\$500) <b>\$386.00</b>	\$250.00	<del>\$376.00</del>
38-59(a)	Open Container/ Public Intoxication (\$100-\$500) <b>\$260.00</b> <i>Under age 18 Use Underage Possession</i>	\$150.00	<del>\$250.00</del>
38-60(a)	Possess Alcohol on School Grounds – Wis. Stat. §125.09(2) (\$0-\$200)		
	Age 17- Adult 1 <sup>st</sup> Offense <b>\$197.00</b>	\$100.00	<del>\$187.00</del>
	Age 17-Adult 2 <sup>nd</sup> Offense <b>\$323.00</b>	\$200.00	<del>\$313.00</del>
	Age 15-16 (use underage possession)		
38-80	Gambling (\$75-\$500) <b>\$386.00</b>	\$250.00	<del>\$376.00</del>
38-81	Permit Commercial Gambling (\$100-\$750) <b>\$701.00</b>	\$500.00	<del>\$691.00</del>
38-108(a)	Possess Marijuana (\$50-\$500) <b>\$386.00</b>	\$250.00	<del>\$376.00</del>
38-109	Sell/Distribute Isobutyl Nitrite (\$100-\$200) <b>\$260.00</b>	\$150.00	<del>\$250.00</del>
38-134(a)	Possess Drug Paraphernalia (\$50-\$500) <b>\$386.00</b>	\$250.00	<del>\$376.00</del>
38-134(b)	Sale of Drug Paraphernalia (\$250-\$1000) <b>\$386.00</b>	\$250.00	<del>\$376.00</del>
38-134(c)	Sale/ Gift of Drug Paraphernalia to Minor (\$250-\$1000) <b>\$386.00</b>	\$250.00	<del>\$376.00</del>
38-154(a)	Unlawful Damage to Property (\$25-\$250) <b>\$197.00</b>	\$100.00	<del>\$187.00</del>
38-154(b)	Graffiti (\$25-\$250) <b>\$197.00</b>	\$100.00	<del>\$187.00</del>
38-154(c)	Special Circumstances of Damage to Property (\$0-\$500) <b>\$386.00</b>	\$250.00	<del>\$376.00</del>

SHEBOYGAN AREA MUNICIPAL COURT  
 BOND SCHEDULE – CITY OF SHEBOYGAN

NOTE: For ongoing violations, the deposit amount is daily. Some violations carry non-monetary penalties and/or non-forfeiture fees, costs, and restitution not accounted for in this bond schedule. Costs are not added for children 13 years of age and younger pursuant to Wis. Stat. § 938.37.

38-155 Paint Public Property Without Permit (\$25-\$100) <b>\$197.00</b>	\$100.00	<del>\$187.00</del>
38-156 Trespass (\$75-\$500) <b>\$260.00</b>	\$150.00	<del>\$250.00</del>
38-157(a) Vehicle Trespass to Lakefront Property at High & Wilson (\$50-\$250) <b>\$197.00</b>	\$100.00	<del>\$187.00</del>
38-157(b) Vehicle Trespass to Bus Transfer Station (\$50-\$250) <b>\$197.00</b>	\$100.00	<del>\$187.00</del>
38-183(b) Retail Theft/ Retail Fraud		
<u>1<sup>st</sup> Offense</u>		
Value of Items <\$10.00 <b>\$134.00</b>	\$ 50.00	<del>\$124.00</del>
Value of Items \$10.01 - \$25.00 <b>\$197.00</b>	\$100.00	<del>\$187.00</del>
Value of Items \$25.01 - \$50.00 <b>\$323.00</b>	\$200.00	<del>\$313.00</del>
Value of Items >\$50.00 <b>\$449.00</b>	\$300.00	<del>\$439.00</del>
<u>2<sup>nd</sup> Offense within 5 years</u>		
Value of Items <\$10.00 <b>\$260.00</b>	\$150.00	<del>\$250.00</del>
Value of Items \$10.01 - \$25.00 <b>\$323.00</b>	\$200.00	<del>\$313.00</del>
Value of Items \$25.01 - \$50.00 <b>\$449.00</b>	\$300.00	<del>\$439.00</del>
Value of Items >\$50.00 <b>\$575.00</b>	\$400.00	<del>\$565.00</del>
<u>SMC</u> <u>Violation Description</u>	<u>Bond Amount</u>	<u>Total</u>
38-184(a) Defrauding Public Transportation (\$50-\$500) <b>\$134.00</b>	\$ 50.00	<del>\$124.00</del>
38-207 Disorderly Conduct Standard (\$75-\$500) <b>\$260.00</b>	\$150.00	<del>\$250.00</del>
Aggravated (\$75-\$500) <b>\$386.00</b>	\$250.00	<del>\$376.00</del>
<i>If domestic violence, add \$100 Domestic Abuse Assessment to total Bond Amount per Wis. Stat.</i>		
38-208(a) Misconduct on Public Grounds (\$25-\$100) <b>\$134.00</b>	\$ 50.00	<del>\$124.00</del>
38-208(b) Loiter on School Grounds (Adult) (\$25-\$100) <b>\$197.00</b>	\$100.00	<del>\$187.00</del>

SHEBOYGAN AREA MUNICIPAL COURT  
BOND SCHEDULE – CITY OF SHEBOYGAN

NOTE: For ongoing violations, the deposit amount is daily. Some violations carry non-monetary penalties and/or non-forfeiture fees, costs, and restitution not accounted for in this bond schedule. Costs are not added for children 13 years of age and younger pursuant to Wis. Stat. § 938.37.

38-208(c) Loiter on School Grounds (Juvenile) (\$25-\$100) <u>\$197.00</u>	\$100.00	<del>\$187.00</del>
38-209 Annoying Sprinkling (\$40-\$500) <u>\$197.00</u>	\$100.00	<del>\$187.00</del>
38-227(b) Misuse of 9-1-1 1 <sup>st</sup> Offense (\$75-\$500) <u>\$260.00</u>	\$150.00	<del>\$250.00</del>
2 <sup>nd</sup> Offense Within 5 Years (\$150-\$750) <u>\$386.00</u>	\$250.00	<del>\$376.00</del>
3 <sup>rd</sup> Offense Within 5 Years (\$250-\$1000) <u>\$701.00</u>	\$500.00	<del>\$691.00</del>
4 <sup>th</sup> Offense Within 5 Years (\$500-\$2500) <u>\$1,331.00</u>	\$1000.00	<del>\$1321.00</del>
38-228(b)1. Seize/ Exercise Control of Bus (\$50-\$500) <u>\$701.00</u>	\$500.00	<del>\$691.00</del>
38-228(b)2. Intimidate/ Threaten Bus Co. Employee (\$50-\$500) <u>\$323.00</u>	\$200.00	<del>\$313.00</del>
38-228(b)3. Dangerous Weapon on Bus (\$50-\$500) <u>\$323.00</u>	\$200.00	<del>\$313.00</del>
38-228(b)4. Discharge Weapon on Bus (\$50-\$500) <u>\$323.00</u>	\$200.00	<del>\$313.00</del>
38-228(c)1. Disorderly Conduct on Bus (\$50-\$500) <u>\$197.00</u>	\$100.00	<del>\$187.00</del>
38-228(c)2. Consume Alcohol on Bus (\$50-\$500) <u>\$197.00</u>	\$100.00	<del>\$187.00</del>
38-228(c)3. Fail to Obey Bus Driver (\$50-\$500) <u>\$197.00</u>	\$100.00	<del>\$187.00</del>
38-228(d)1. Smoke on Bus (\$50-\$500) <u>\$449.00</u>	\$300.00	<del>\$439.00</del>
38-228(d)2. Eat/Drink on Bus (\$50-\$500) <u>\$197.00</u>	\$100.00	<del>\$187.00</del>
38-228(d)3. Spit on Bus (\$50-\$500) <u>\$197.00</u>	\$100.00	<del>\$187.00</del>
38-228(d)4. Litter on Bus (\$50-\$500) <u>\$197.00</u>	\$100.00	<del>\$187.00</del>

SHEBOYGAN AREA MUNICIPAL COURT  
BOND SCHEDULE – CITY OF SHEBOYGAN

NOTE: For ongoing violations, the deposit amount is daily. Some violations carry non-monetary penalties and/or non-forfeiture fees, costs, and restitution not accounted for in this bond schedule. Costs are not added for children 13 years of age and younger pursuant to Wis. Stat. § 938.37.

38-228(d)5. Play Music on Bus (\$50-\$500)	\$100.00	<del>\$187.00</del>
<u>\$197.00</u>		
38-228(d)6. Carry Dangerous Item on Bus (\$50-\$500)	\$100.00	<del>\$187.00</del>
<u>\$197.00</u>		
38-228(d)7. Refuse to Pay Bus Fare (\$50-\$500)	\$100.00	<del>\$187.00</del>
<u>\$197.00</u>		
38-229(a) Abandon Refrigerator/ Freezer (\$50-\$250)	\$150.00	<del>\$250.00</del>
<u>\$260.00</u>		
<u>SMC</u> <u>Violation Description</u>	<u>Bond Amount</u>	<u>Total</u>
38-229(b) Permit Unsafe Refrigerator/Freezer (\$50-\$250)	\$150.00	<del>\$250.00</del>
<u>\$260.00</u>		
38-252(b) Unlawful Discharge of Weapon (\$75-\$500)	\$150.00	<del>\$250.00</del>
<u>\$260.00</u>		
38-252(c) Carry Dangerous Weapon (\$75-\$500)	\$150.00	<del>\$250.00</del>
<u>\$260.00</u>		
38-285 Unlawful Sheltering of Minor(s) (\$25-\$200)	\$150.00	<del>\$250.00</del>
<u>\$260.00</u>		
38-308(b) Truancy		
1 <sup>st</sup> Offense Within a School Year (\$0-\$50)	\$ 50.00	<del>\$124.00</del>
<u>\$134.00</u>		
2 <sup>nd</sup> Offense Within a School Year (\$0-\$100)	\$100.00	<del>\$187.00</del>
<u>\$197.00</u>		
3 <sup>rd</sup> & Subsequent Offense Within a School Year (\$0-\$500)	\$200.00	<del>\$313.00</del>
<u>\$323.00</u>		
38-308(c) Habitual Truancy (\$0-\$500)	\$250.00	<del>\$376.00</del>
<u>\$386.00</u>		
38-309 Contributing to Truancy (\$75-\$500)	\$250.00	<del>\$376.00</del>
<u>\$386.00</u>		
38-337(b) Underage Tobacco (\$-\$50)	\$ 50.00	<del>\$124.00</del>
<u>\$134.00</u>		
38-338(b)1. Retail Sale of Tobacco to Underage Person		
1 <sup>st</sup> Offense (\$0-\$500)	\$100.00	<del>\$187.00</del>
<u>\$197.00</u>		
2 <sup>nd</sup> Offense (\$200-\$500)	\$300.00	<del>\$439.00</del>
<u>\$449.00</u>		
38-338(b)2. Gift of Tobacco Where Underage Present (\$0-\$25)	\$ 25.00	<del>\$ 92.50</del>
<u>\$102.50</u>		

SHEBOYGAN AREA MUNICIPAL COURT  
 BOND SCHEDULE – CITY OF SHEBOYGAN

NOTE: For ongoing violations, the deposit amount is daily. Some violations carry non-monetary penalties and/or non-forfeiture fees, costs, and restitution not accounted for in this bond schedule. Costs are not added for children 13 years of age and younger pursuant to Wis. Stat. § 938.37.

38-338(b)4-5 Tobacco Vending Machine Violation		
1 <sup>st</sup> Offense (\$0-\$500)	\$100.00	<del>\$187.00</del>
<b>\$197.00</b>		
2 <sup>nd</sup> Offense Within Year (\$200-\$500)	\$300.00	<del>\$439.00</del>
<b>\$449.00</b>		
38-338(b)6. Sale Without Tobacco Stamp		
1 <sup>st</sup> Offense (\$0-\$500)	\$100.00	<del>\$187.00</del>
<b>\$197.00</b>		
2 <sup>nd</sup> Offense Within Year (\$200-\$500)	\$300.00	<del>\$439.00</del>
<b>\$449.00</b>		
38-339(b) Use of Tobacco on School grounds		
1 <sup>st</sup> Offense (\$100-\$200)	\$100.00	<del>\$187.00</del>
<b>\$197.00</b>		
2 <sup>nd</sup> Offense Within Year (\$200-\$1000)	\$200.00	<del>\$313.00</del>
<b>\$323.00</b>		
38-367 Curfew (\$10-\$25)	\$ 25.00	<del>\$ 25.00</del>
<b>\$35.00</b>		
38-368(a) Parent Permit Curfew Violation (\$50-\$200)	\$100.00	<del>\$187.00</del>
<b>\$197.00</b>		
38-397(a) Sex Offender Residency Location (\$1-\$500)	\$200.00	<del>\$313.00</del>
<b>\$323.00</b>		
38-397(b) Sex Offender Prohibited Activity (\$1-\$500)	\$200.00	<del>\$313.00</del>
<b>\$323.00</b>		
40-44(b) In Park After Hours (\$25-\$100)	\$100.00	<del>\$187.00</del>
<b>\$197.00</b>		
40-46(b) Operate Vehicle Off Roadway in Park (\$25-\$100)	\$100.00	<del>\$187.00</del>
<b>\$197.00</b>		
40-46(c) Violate 15 mph Speed Limit in Park (\$25-\$100)	\$ 50.00	<del>\$124.00</del>
<b>\$134.00</b>		
<b>SMC</b>	<b><u>Violation Description</u></b>	<b><u>Bond Amount</u></b> <b><u>Total</u></b>
40-46(d) Vehicle in Jaycee Park (\$25-\$100)	\$ 50.00	<del>\$124.00</del>
<b>\$134.00</b>		
40-47 Protection of Wildlife (25-\$100)	\$ 50.00	<del>\$124.00</del>
<b>\$134.00</b>		
40-49(a) Malicious Mischief (\$25-\$100)	\$ 50.00	<del>\$124.00</del>
<b>\$134.00</b>		

SHEBOYGAN AREA MUNICIPAL COURT  
BOND SCHEDULE – CITY OF SHEBOYGAN

NOTE: For ongoing violations, the deposit amount is daily. Some violations carry non-monetary penalties and/or non-forfeiture fees, costs, and restitution not accounted for in this bond schedule. Costs are not added for children 13 years of age and younger pursuant to Wis. Stat. § 938.37.

40-49(b) Improper Use of Park Equipment (\$25-\$100) <u>\$134.00</u>	\$ 50.00	<del>\$124.00</del>
40-50 Loitering Near Park Toilet (\$25-\$100) <u>\$134.00</u>	\$ 50.00	<del>\$124.00</del>
40-51 Disorderly Conduct in Park (\$25-\$100) <u>\$197.00</u>	\$100.00	<del>\$187.00</del>
40-52 Affixing Posters in Park (\$25-\$100) <u>\$134.00</u>	\$ 50.00	<del>\$124.00</del>
40-53 Vending in Park Without Permit (\$25-\$100) <u>\$134.00</u>	\$ 50.00	<del>\$124.00</del>
40-54 Carry Bottled Beverage/ Alcohol Into Wildwood (\$25-\$100) <u>\$134.00</u>	\$ 50.00	<del>\$124.00</del>
40-55(a) Alcohol in Park (\$25-\$100) <u>\$134.00</u>	\$ 50.00	<del>\$124.00</del>
40-55(b) Alcohol on Beach (\$25-\$100) <u>\$134.00</u>	\$ 50.00	<del>\$124.00</del>
40-55(g) Alcohol in Park After Hours (\$25-\$100) <u>\$197.00</u>	\$100.00	<del>\$187.00</del>
40-56 Alcohol Container Violation (\$25-\$100) <u>\$110.00</u>	\$ 50.00	<del>\$100.00</del>
40-57 Archery in Park (\$25-\$100) <u>\$134.00</u>	\$ 50.00	<del>\$124.00</del>
40-58 Golf in Park (\$25-\$100) <u>\$134.00</u>	\$ 50.00	<del>\$124.00</del>
40-60 Unlawful Fire in Park (\$25-\$100) <u>\$134.00</u>	\$ 50.00	<del>\$124.00</del>
40-61 Camping in Park (\$25-\$100) <u>\$134.00</u>	\$ 50.00	<del>\$124.00</del>
40-62 Excavations at Beach on Independence Day (\$25-\$100) <u>\$134.00</u>	\$ 50.00	<del>\$124.00</del>
40-63(b) Trespass in Park (\$25-\$100) <u>\$134.00</u>	\$ 50.00	<del>\$124.00</del>

SHEBOYGAN AREA MUNICIPAL COURT  
BOND SCHEDULE – CITY OF SHEBOYGAN

NOTE: For ongoing violations, the deposit amount is daily. Some violations carry non-monetary penalties and/or non-forfeiture fees, costs, and restitution not accounted for in this bond schedule. Costs are not added for children 13 years of age and younger pursuant to Wis. Stat. § 938.37.

40-64	Wade/Swim in Water Feature (\$25-\$100)	\$ 50.00	<del>\$124.00</del>
	<b>\$134.00</b>		
40	Any violation of Chapter 40 not listed above (\$25-\$100)	\$ 50.00	<del>\$124.00</del>
	<b>\$134.00</b>		
42	Article 42-III Pawnbrokers Violations		
	1 <sup>st</sup> Offense Within a Year (\$50-\$1000)	\$100.00	<del>\$187.00</del>
	<b>\$197.00</b>		
	2 <sup>nd</sup> Offense Within a Year (\$500-\$2000)	\$600.00	<del>\$817.00</del>
	<b>\$827.00</b>		
42-21	Improper Use of Building for Commercial Salvage/Recycling (\$50-\$100)	\$100.00	<del>\$187.00</del>
	<b>\$197.00</b>		
42-22	Improper Enclosure for Commercial Salvage/Recycling (\$50-\$100)	\$1000.00	<del>\$187.00</del>
	<b>\$197.00</b>		
42-23	Fail to Provide Information to Police - Commercial Salvage Operations (50-\$100)	\$100.00	<del>\$187.00</del>
	<b>\$197.00</b>		
SMC	<u>Violation Description</u>	<u>Bond Amount</u>	<u>Total</u>
42-50	Unlicensed Commercial Salvage Operations (\$50-\$100)	\$100.00	<del>\$187.00</del>
	<b>\$197.00</b>		
42-58	Fail to Display Commercial Salvage License (\$50-\$100)	\$100.00	<del>\$187.00</del>
	<b>\$197.00</b>		
42-59	Unlawful Change of Commercial Salvage Operation Location (\$50-\$100)	\$100.00	<del>\$187.00</del>
	<b>\$197.00</b>		
44-1(b)	Destroying Lawful Posters (\$50-\$500)	\$ 75.00	<del>\$155.50</del>
	<b>\$165.50</b>		
44-23	Illegal Sign (\$50-\$500)	\$100.00	<del>\$187.00</del>
	<b>\$197.00</b>		
44-58	Erect Sign Without Permit (\$50-\$500)	\$100.00	<del>\$187.00</del>
	<b>\$197.00</b>		
44-60(c)	Sign Extending Into Right of Way (\$10-\$100)	\$ 50.00	<del>\$124.00</del>
	<b>\$134.00</b>		
44-79(a)	Erect Awning, Canopy, Marquee Extending Into Right of Way Without Permit (\$10-\$100)	\$100.00	<del>\$187.00</del>
	<b>\$197.00</b>		
44-80	Violate Construction Standards for Awnings, Canopies, Marquee (\$10-\$100)	\$100.00	<del>\$187.00</del>
	<b>\$197.00</b>		

SHEBOYGAN AREA MUNICIPAL COURT  
BOND SCHEDULE – CITY OF SHEBOYGAN

NOTE: For ongoing violations, the deposit amount is daily. Some violations carry non-monetary penalties and/or non-forfeiture fees, costs, and restitution not accounted for in this bond schedule. Costs are not added for children 13 years of age and younger pursuant to Wis. Stat. § 938.37.

44=81(b) Failure to Remove Awning, Canopy, Marquee Extending Into Right of Way Upon Request (\$10-\$100)	\$100.00	<del>\$187.00</del>
<b>\$197.00</b>		
44-108 Improperly Distribute Handbills (\$50-\$500)	\$ 75.00	<del>\$155.50</del>
<b>\$165.50</b>		
44-109 Distribute Handbills Where Prohibited (\$50-\$500)	\$ 75.00	<del>\$155.50</del>
<b>\$165.50</b>		
46-3 Burning, Burying or Leaving Refuse In Open Prohibited 1 <sup>st</sup> Offense (\$50-\$250)	\$100.00	<del>\$187.00</del>
<b>\$197.00</b>		
2 <sup>nd</sup> Offense Within a Year (\$100-\$500)	\$200.00	<del>\$313.00</del>
<b>\$323.00</b>		
3 <sup>rd</sup> Offense Within a Year (\$250-\$2000)	\$500.00	<del>\$691.00</del>
<b>\$701.00</b>		
46-4 Nuisance Composting 1 <sup>st</sup> Offense (\$50-\$250)	\$100.00	<del>\$187.00</del>
<b>\$197.00</b>		
2 <sup>nd</sup> Offense Within a Year (\$100-\$500)	\$200.00	<del>\$313.00</del>
<b>\$323.00</b>		
3 <sup>rd</sup> Offense Within a Year (\$250-\$2000)	\$500.00	<del>\$691.00</del>
<b>\$701.00</b>		
46-5 Littering 1 <sup>st</sup> Offense (\$50-\$250)	\$100.00	<del>\$187.00</del>
<b>\$197.00</b>		
2 <sup>nd</sup> Offense Within a Year (\$100-\$500)	\$200.00	<del>\$313.00</del>
<b>\$323.00</b>		
3 <sup>rd</sup> Offense Within a Year (\$250-\$2000)	\$500.00	<del>\$691.00</del>
<b>\$701.00</b>		
46-6(a) Failure to Control Litter on Commercial Property 1 <sup>st</sup> Offense (\$50-\$250)	\$100.00	<del>\$187.00</del>
<b>\$197.00</b>		
2 <sup>nd</sup> Offense Within a Year (\$100-\$500)	\$200.00	<del>\$313.00</del>
<b>\$323.00</b>		
3 <sup>rd</sup> Offense Within a Year (\$250-\$2000)	\$500.00	<del>\$691.00</del>
<b>\$701.00</b>		
46-6(b) Failure of Commercial Property Owner to Provide Trash Receptacles 1 <sup>st</sup> Offense (\$50-\$250)	\$100.00	<del>\$187.00</del>
<b>\$197.00</b>		
2 <sup>nd</sup> Offense Within a Year (\$100-\$500)	\$200.00	<del>\$313.00</del>
<b>\$323.00</b>		
3 <sup>rd</sup> Offense Within a Year (\$250-\$2000)	\$500.00	<del>\$691.00</del>
<b>\$701.00</b>		

SHEBOYGAN AREA MUNICIPAL COURT  
BOND SCHEDULE – CITY OF SHEBOYGAN

NOTE: For ongoing violations, the deposit amount is daily. Some violations carry non-monetary penalties and/or non-forfeiture fees, costs, and restitution not accounted for in this bond schedule. Costs are not added for children 13 years of age and younger pursuant to Wis. Stat. § 938.37.

SMC	Violation Description	Bond Amount	Total
46-7	Littering by Customer at Commercial Property		
	1 <sup>st</sup> Offense (\$50-\$250)	\$100.00	<del>\$187.00</del>
	<b>\$197.00</b>		
	2 <sup>nd</sup> Offense Within a Year (\$100-\$500)	\$200.00	<del>\$313.00</del>
	<b>\$323.00</b>		
	3 <sup>rd</sup> Offense Within a Year (\$250-\$2000)	\$500.00	<del>\$691.00</del>
	<b>\$701.00</b>		
46-8	Non-compliance by Commercial Hauler		
	1 <sup>st</sup> Offense (\$50-\$250)	\$100.00	<del>\$187.00</del>
	<b>\$197.00</b>		
	2 <sup>nd</sup> Offense Within a Year (\$100-\$500)	\$200.00	<del>\$313.00</del>
	<b>\$323.00</b>		
46-9	Commercial Hauler Recordkeeping Violation		
	1 <sup>st</sup> Offense (\$40-\$250)	\$100.00	<del>\$187.00</del>
	<b>\$197.00</b>		
	2 <sup>nd</sup> Offense Within a Year (\$100-\$500)	\$200.00	<del>\$313.00</del>
	<b>\$323.00</b>		
46-10	Illegal Dumping		
	1 <sup>st</sup> Offense (\$50-\$250)	\$100.00	<del>\$187.00</del>
	<b>\$197.00</b>		
	2 <sup>nd</sup> Offense Within a Year (\$100-\$500)	\$200.00	<del>\$313.00</del>
	<b>\$323.00</b>		
	3 <sup>rd</sup> Offense Within a Year (\$250-\$2000)	\$500.00	<del>\$691.00</del>
	<b>\$701.00</b>		
46-11	Scavenging		
	1 <sup>st</sup> Offense (\$50-\$250)	\$100.00	<del>\$187.00</del>
	<b>\$197.00</b>		
	2 <sup>nd</sup> Offense Within a Year (\$100-\$500)	\$200.00	<del>\$313.00</del>
	<b>\$323.00</b>		
	3 <sup>rd</sup> Offense Within a Year (\$250-\$2000)	\$500.00	<del>\$691.00</del>
	<b>\$701.00</b>		
46-43	Improper Garbage Storage Container		
	1 <sup>st</sup> Offense (\$50-\$250)	\$150.00	<del>\$250.00</del>
	<b>\$260.00</b>		
	2 <sup>nd</sup> Offense Within a Year (\$100-\$500)	\$300.00	<del>\$439.00</del>
	<b>\$449.00</b>		
46-44	Improper Curbside Garbage/Recyclables Container		
	1 <sup>st</sup> Offense (\$50-\$250)	\$150.00	<del>\$250.00</del>
	<b>\$260.00</b>		
	2 <sup>nd</sup> Offense Within a Year (\$100-\$500)	\$300.00	<del>\$439.00</del>
	<b>\$449.00</b>		

SHEBOYGAN AREA MUNICIPAL COURT  
 BOND SCHEDULE – CITY OF SHEBOYGAN

NOTE: For ongoing violations, the deposit amount is daily. Some violations carry non-monetary penalties and/or non-forfeiture fees, costs, and restitution not accounted for in this bond schedule. Costs are not added for children 13 years of age and younger pursuant to Wis. Stat. § 938.37.

46-45(a) Premature Placement of Refuse/ Recyclables at Curbside		
1 <sup>st</sup> Offense (\$50-\$250)	\$150.00	<del>\$250.00</del>
<b>\$260.00</b>		
2 <sup>nd</sup> Offense Within a Year (\$100-\$500)	\$300.00	<del>\$439.00</del>
<b>\$449.00</b>		
46-47 Improper Use of Resident Dropoff Site		
1 <sup>st</sup> Offense (\$50-\$250)	\$150.00	<del>\$250.00</del>
<b>\$260.00</b>		
2 <sup>nd</sup> Offense Within a Year (\$100-\$500)	\$300.00	<del>\$439.00</del>
<b>\$449.00</b>		
3 <sup>rd</sup> Offense Within a Year (\$250-\$2000)	\$500.00	<del>\$691.00</del>
<b>\$701.00</b>		
46-50 Violation of Commercial Refuse/Recyclable Storage Requirements		
1 <sup>st</sup> Offense (\$50-\$250)	\$100.00	<del>\$187.00</del>
<b>\$197.00</b>		
2 <sup>nd</sup> Offense Within a Year (\$100-\$500)	\$200.00	<del>\$313.00</del>
<b>\$323.00</b>		
3 <sup>rd</sup> Offense Within a Year (\$250-\$2000)	\$500.00	<del>\$691.00</del>
<b>\$701.00</b>		
46-51 Improper Incineration		
1 <sup>st</sup> Offense (\$50-\$250)	\$100.00	<del>\$187.00</del>
<b>\$197.00</b>		
2 <sup>nd</sup> Offense Within a Year (\$100-\$500)	\$200.00	<del>\$313.00</del>
<b>\$323.00</b>		
3 <sup>rd</sup> Offense Within a Year (\$250-\$2000)	\$500.00	<del>\$691.00</del>
<b>\$701.00</b>		
<b>SMC</b>	<u>Violation Description</u>	<u>Bond Amount</u> <u>Total</u>
46-52 Improper Disposal of Commercial/ Industrial Refuse		
1 <sup>st</sup> Offense (\$50-\$250)	\$100.00	<del>\$187.00</del>
<b>\$197.00</b>		
2 <sup>nd</sup> Offense Within a Year (\$100-\$500)	\$200.00	<del>\$313.00</del>
<b>\$323.00</b>		
3 <sup>rd</sup> Offense Within a Year (\$250-\$2000)	\$500.00	<del>\$691.00</del>
<b>\$701.00</b>		
46-83 Improper Separation of Curbside Recycling		
1 <sup>st</sup> Offense (\$50-\$250)	\$100.00	<del>\$187.00</del>
<b>\$197.00</b>		
2 <sup>nd</sup> Offense Within a Year (\$100-\$500)	\$200.00	<del>\$313.00</del>
<b>\$323.00</b>		
46-85 Improper Care of Recycling		
1 <sup>st</sup> Offense (\$50-\$250)	\$100.00	<del>\$187.00</del>
<b>\$197.00</b>		

SHEBOYGAN AREA MUNICIPAL COURT  
BOND SCHEDULE – CITY OF SHEBOYGAN

NOTE: For ongoing violations, the deposit amount is daily. Some violations carry non-monetary penalties and/or non-forfeiture fees, costs, and restitution not accounted for in this bond schedule. Costs are not added for children 13 years of age and younger pursuant to Wis. Stat. § 938.37.

2 <sup>nd</sup> Offense Within a Year (\$100-\$500)	\$200.00	<del>\$313.00</del>
<b>\$323.00</b>		
3 <sup>rd</sup> Offense Within a Year (\$250-\$2000)	\$500.00	<del>\$691.00</del>
<b>\$701.00</b>		
46-86 Improper Management of Batteries, Appliances, Waste Oil, and Yard Waste		
1 <sup>st</sup> Offense (\$50-\$250)	\$100.00	<del>\$187.00</del>
<b>\$197.00</b>		
2 <sup>nd</sup> Offense Within a Year (\$100-\$500)	\$200.00	<del>\$313.00</del>
<b>\$323.00</b>		
3 <sup>rd</sup> Offense Within a Year (\$250-\$2000)	\$500.00	<del>\$691.00</del>
<b>\$701.00</b>		
46-87 Failure to Separate Refuse from Recyclables at Residential Property		
1 <sup>st</sup> Offense (\$50-\$250)	\$100.00	<del>\$187.00</del>
<b>\$197.00</b>		
2 <sup>nd</sup> Offense Within a Year (\$100-\$500)	\$200.00	<del>\$313.00</del>
<b>\$323.00</b>		
3 <sup>rd</sup> Offense Within a Year (\$250-\$2000)	\$500.00	<del>\$691.00</del>
<b>\$701.00</b>		
46-88 Improper Care of Recyclables at Multifamily Property		
1 <sup>st</sup> Offense (\$50-\$250)	\$100.00	<del>\$187.00</del>
<b>\$197.00</b>		
2 <sup>nd</sup> Offense Within a Year (\$100-\$500)	\$200.00	<del>\$313.00</del>
<b>\$323.00</b>		
3 <sup>rd</sup> Offense Within a Year (\$250-\$2000)	\$500.00	<del>\$691.00</del>
<b>\$701.00</b>		
46-89 Improper Care of Recyclables at Nonresidential Property		
1 <sup>st</sup> Offense (\$50-\$250)	\$100.00	<del>\$187.00</del>
<b>\$197.00</b>		
2 <sup>nd</sup> Offense Within a Year (\$100-\$500)	\$200.00	<del>\$313.00</del>
<b>\$323.00</b>		
3 <sup>rd</sup> Offense Within a Year (\$250-\$2000)	\$500.00	<del>\$691.00</del>
<b>\$701.00</b>		
46-90 Failure to Recycle		
1 <sup>st</sup> Offense (\$50-\$250)	\$100.00	<del>\$187.00</del>
<b>\$197.00</b>		
2 <sup>nd</sup> Offense Within a Year (\$100-\$500)	\$200.00	<del>\$313.00</del>
<b>\$323.00</b>		
3 <sup>rd</sup> Offense Within a Year (\$250-\$2000)	\$500.00	<del>\$691.00</del>
<b>\$701.00</b>		
48-3 Damaging Sidewalk or Street (\$25-\$250)	\$100.00	<del>\$187.00</del>
<b>\$197.00</b>		
48-5 Depositing Debris, Refuse, or Snow in Right of Way (\$25-\$250)	\$100.00	<del>\$187.00</del>
<b>\$197.00</b>		

SHEBOYGAN AREA MUNICIPAL COURT  
BOND SCHEDULE – CITY OF SHEBOYGAN

NOTE: For ongoing violations, the deposit amount is daily. Some violations carry non-monetary penalties and/or non-forfeiture fees, costs, and restitution not accounted for in this bond schedule. Costs are not added for children 13 years of age and younger pursuant to Wis. Stat. § 938.37.

48-33	Violation of Construction Procedures for New Streets (\$50-\$500)	\$100.00	<del>\$187.00</del>
	<b>\$197.00</b>		
48-35	Hindrance of Construction or Repair (\$10-\$100)	\$ 50.00	<del>\$124.00</del>
	<b>\$134.00</b>		
48-36	Removing Barriers or Lights from Construction Area (\$50-\$500)	\$200.00	<del>\$313.00</del>
	<b>\$323.00</b>		
48-67	Altering Grade (\$25-\$250)	\$100.00	<del>\$187.00</del>
	<b>\$197.00</b>		
<u>SMC</u>	<u>Violation Description</u>	<u>Bond Amount</u>	<u>Total</u>
48-68	Removal of Grading Material (\$25-\$250)	\$100.00	<del>\$187.00</del>
	<b>\$197.00</b>		
48-95	Encroach of Public Street Without a Permit (\$10-\$100)	\$ 50.00	<del>\$124.00</del>
	<b>\$134.00</b>		
48-96	Encroachment Without Permit (\$10-\$100)	\$ 50.00	<del>\$124.00</del>
	<b>\$134.00</b>		
48-99	Failure to Remove Materials After Permitted Encroachment Period (\$25-\$250)	\$100.00	<del>\$187.00</del>
	<b>\$197.00</b>		
48-100	Obstructing Gutters (\$25-\$250)	\$ 50.00	<del>\$124.00</del>
	<b>\$134.00</b>		
48-101	No Reflectors on Dumpsters (\$10-\$100)	\$ 50.00	<del>\$124.00</del>
	<b>\$134.00</b>		
48-159	Obstructing Sidewalk (\$10-\$100)	\$ 50.00	<del>\$124.00</del>
	<b>\$134.00</b>		
48-215(b)	Excavating in Right of Way Without Permit (\$25-\$250)	\$100.00	<del>\$187.00</del>
	<b>\$197.00</b>		
48-222	Excavation Materials Improperly Deposited (\$10-\$100)	\$ 50.00	<del>\$124.00</del>
	<b>\$134.00</b>		
48-223	Lights Required During Obstructions (\$25-\$250)	\$100.00	<del>\$187.00</del>
	<b>\$197.00</b>		
48-224(b)	Failure to/ Improper Restoration of Surface (\$25-\$250)	\$100.00	<del>\$187.00</del>
	<b>\$197.00</b>		
48-225	Failure to Restore Right of Way Appurtenances (\$25-\$250)	\$100.00	<del>\$187.00</del>
	<b>\$197.00</b>		

SHEBOYGAN AREA MUNICIPAL COURT  
 BOND SCHEDULE – CITY OF SHEBOYGAN

NOTE: For ongoing violations, the deposit amount is daily. Some violations carry non-monetary penalties and/or non-forfeiture fees, costs, and restitution not accounted for in this bond schedule. Costs are not added for children 13 years of age and younger pursuant to Wis. Stat. § 938.37.

48-247	Water from Eaves Onto Sidewalk/Street (\$25-\$250)	\$100.00	<del>\$187.00</del>
	<b>\$197.00</b>		
48-248	Failure to Remove Snow from Sidewalk (\$25-\$250)	\$100.00	<del>\$187.00</del>
	<b>\$197.00</b>		
48-306	House Numbering Violation (\$50-\$200)	\$100.00	<del>\$187.00</del>
	<b>\$197.00</b>		
50	Article 50 Violations Except 50-38 (\$100- \$500)	\$150.00	<del>\$250.00</del>
	<b>\$260.00</b>		
50-38	Failure to Pay Room Tax (15% - 25% of tax) Costs	Use 15% of Tax as Forfeiture and Calculate	
52-1	All Traffic Violations with Corresponding State Statute	See Uniform Traffic Deposit Schedule	
52-5	Operating Outside Designated Area (\$50-\$500)	\$100.00	<del>\$187.00</del>
	<b>\$197.00</b>		
52-6	Tire Squealing (\$30-\$50)	\$ 50.00	<del>\$124.00</del>
	<b>\$134.00</b>		
52-7	Drive on Sidewalk (\$30-\$50)	\$ 40.00	<del>\$111.40</del>
	<b>\$121.40</b>		
52-8	Violate Posted Load Weight Limit (\$25-\$100)	\$ 50.00	<del>\$124.00</del>
	<b>\$134.00</b>		
52.9	Fail to Reduce Speed in Standing Water		
	1 <sup>st</sup> Offense (\$40-\$300)	\$100.00	<del>\$187.00</del>
	<b>\$197.00</b>		
	2 <sup>nd</sup> Offense Within a Year (\$80-\$600)	\$200.00	<del>\$313.00</del>
	<b>\$323.00</b>		
	In Construction Zone (\$80-\$600)	\$200.00	<del>\$313.00</del>
	<b>\$323.00</b>		
	2 <sup>nd</sup> Offense Within Construction Zone (\$160-\$1200)	\$400.00	<del>\$565.00</del>
	<b>\$575.00</b>		
<b>SMC</b>	<b><u>Violation Description</u></b>	<b><u>Bond Amount</u></b>	<b><u>Total</u></b>
52-110(a)	Interfere with Parking Monitor (\$50-\$500)	\$100.00	<del>\$187.00</del>
	<b>\$197.00</b>		
52.114	Converting Vehicle to Office, Mercantile, Residential, Storage Use (\$50-\$500)	\$100.00	<del>\$187.00</del>
	<b>\$197.00</b>		

SHEBOYGAN AREA MUNICIPAL COURT  
BOND SCHEDULE – CITY OF SHEBOYGAN

NOTE: For ongoing violations, the deposit amount is daily. Some violations carry non-monetary penalties and/or non-forfeiture fees, costs, and restitution not accounted for in this bond schedule. Costs are not added for children 13 years of age and younger pursuant to Wis. Stat. § 938.37.

52-143 Deposit Slug in Parking Meter (\$50-\$500) <b>\$197.00</b>	\$100.00	<del>\$187.00</del>
52-144 Damage/ Tamper with Parking Meter (\$50-\$500) <b>\$197.00</b>	\$100.00	<del>\$187.00</del>
52-178(a) False Representation as Resident for Parking Permit Purposes (\$50-\$500) <b>\$323.00</b>	\$200.00	<del>\$313.00</del>
52-178(c) Copy, Reproduce, Sell Perking Permit (\$50-\$500) <b>\$323.00</b>	\$200.00	<del>\$313.00</del>
52-264(a) Abandoned Vehicle (\$-\$500) <b>\$323.00</b>	\$200.00	<del>\$313.00</del>
52-294 Truck Route Violation 1 <sup>st</sup> Offense (\$50-\$100) <b>\$197.00</b>	\$100.00	<del>\$187.00</del>
2 <sup>nd</sup> Offense Within a Year (\$100-\$200) <b>\$260.00</b>	\$150.00	<del>\$250.00</del>
52-296 Improper Deviation from Truck Route 1 <sup>st</sup> Offense (\$50-\$100) <b>\$197.00</b>	\$100.00	<del>\$187.00</del>
2 <sup>nd</sup> Offense Within a Year (\$100-\$200) <b>\$260.00</b>	\$150.00	<del>\$250.00</del>
52-328 Operate Snowmobile Between 10 pm and 7 am (\$20) <b>\$96.20</b>	\$ 20.00	<del>\$ 86.20</del>
52-329 Unattended Snowmobile (\$10) <b>\$83.60</b>	\$ 10.00	<del>\$ 73.60</del>
52-330 Operate Snowmobile on Sidewalk (\$20) <b>\$96.20</b>	\$ 20.00	<del>\$ 86.20</del>
52-331 Operate Snowmobile on Sheboygan River (\$20) <b>\$96.20</b>	\$ 20.00	<del>\$ 86.20</del>
52-332 Operate Snowmobile in Park (\$20) <b>\$96.20</b>	\$ 20.00	<del>\$ 86.20</del>
52-333 Operate Snowmobile on Private Property (\$20) <b>\$96.20</b>	\$ 20.00	<del>\$ 86.20</del>
52-334 Operate Snowmobile on Public School Grounds (\$20) <b>\$96.20</b>	\$ 20.00	<del>\$ 86.20</del>
52 All Other Snowmobile Violations	See State Bond Book	
52-377 Bicycle on North or South Pier (\$50-\$500) <b>\$197.00</b>	\$100.00	<del>\$187.00</del>

SHEBOYGAN AREA MUNICIPAL COURT  
BOND SCHEDULE – CITY OF SHEBOYGAN

NOTE: For ongoing violations, the deposit amount is daily. Some violations carry non-monetary penalties and/or non-forfeiture fees, costs, and restitution not accounted for in this bond schedule. Costs are not added for children 13 years of age and younger pursuant to Wis. Stat. § 938.37.

52-378 Improper Operation During Public Event (\$50-\$500) <u>\$197.00</u>	\$100.00	<del>\$187.00</del>
52-472 Improper Use of Electric Scooter (\$0-\$25) <u>\$73.00</u>	\$ 25.00	<del>\$63.00**</del>
52-473 Improper Parking of Electric Scooter (\$0-\$25) <u>\$73.00</u>	\$ 25.00	<del>\$63.00**</del>
52-474 Electric Scooter Rental License Noncompliance (\$50-\$500) <u>\$197.00</u>	\$100.00	<del>\$187.00</del>
52-507 Minor Trespass on Railroad Car (\$0-\$25) <u>\$102.50</u>	\$ 25.00	<del>\$ 92.50</del>
52-540 Parade Leader Encouraging Disobedience (\$50-\$500) <u>\$197.00</u>	\$100.00	<del>\$187.00</del>
52-559(a) Participate/ Lead Parade Without Permit (\$50-\$500) <u>\$197.00</u>	\$100.00	<del>\$187.00</del>
52 Division 52-VIII-1 Skateboard/ Play Vehicle Violations (\$25-\$100) <u>\$102.50</u>	\$ 25.00	<del>\$ 92.50</del>
52 Division 52-VIII-2 Bicycle Violations (\$25) <u>\$102.50</u>	\$ 25.00	<del>\$ 92.50</del>
54-2 Connection to Sewer System Beyond City Limits (\$50-\$500) <u>\$197.00</u>	\$100.00	<del>\$187.00</del>
54-3 Unapproved Utility Installation (\$25-\$50) <u>\$134.00</u>	\$ 50.00	<del>\$124.00</del>
54-4 Connecting Sewer/ Water Without Permit (\$50-\$500) <u>\$197.00</u>	\$100.00	<del>\$187.00</del>
54-53 Operate Natural/ Mixed Gas Franchise Without Application (\$25-\$50) <u>\$134.00</u>	\$ 50.00	<del>\$124.00</del>
54-132(a) Private Well Abandonment Violation (\$150-\$750) <u>\$260.00</u>	\$150.00	<del>\$250.00</del>
54-133 Connection to Public Waterworks Required (\$150-\$750) <u>\$260.00</u>	\$150.00	<del>\$250.00</del>
54-134(b) Cross-Connection Control (\$150-\$750) <u>\$260.00</u>	\$150.00	<del>\$250.00</del>

SHEBOYGAN AREA MUNICIPAL COURT  
 BOND SCHEDULE – CITY OF SHEBOYGAN

NOTE: For ongoing violations, the deposit amount is daily. Some violations carry non-monetary penalties and/or non-forfeiture fees, costs, and restitution not accounted for in this bond schedule. Costs are not added for children 13 years of age and younger pursuant to Wis. Stat. § 938.37.

54-139 Tampering With Fire Hydrant (\$50-\$500) <u>\$197.00</u>	\$100.00	<del>\$187.00</del>
54-140 Water Conservation Violation (\$5-\$100) <u>\$197.00</u>	\$100.00	<del>\$187.00</del>
54-141 Service to Unincorporated Areas (\$5-\$100) <u>\$197.00</u>	\$100.00	<del>\$187.00</del>
54-176 Water Services & Private Water Mains (\$150-\$750) <u>\$260.00</u>	\$150.00	<del>\$250.00</del>
54-177(b) Identification of Lead & Galvanized Service Lines (\$0-\$25) <u>\$102.50</u>	\$ 25.00	<del>\$ 92.50</del>
54-237 Excavating Around Sewer Without Permit (\$50-\$500) <u>\$197.00</u>	\$100.00	<del>\$187.00</del>
54-239 Surface Water Drain/ Connection Violation (\$150-\$750) <u>\$260.00</u>	\$150.00	<del>\$250.00</del>
54-241(b) Backflow Preventer Required (\$150-\$750) <u>\$260.00</u>	\$150.00	<del>\$250.00</del>
54-268 Unlawful Connection to Building Sewer (\$10-\$100) <u>\$134.00</u>	\$ 50.00	<del>\$124.00</del>
54-337 Waterless Toilet Violation (\$50-\$500) <u>\$197.00</u>	\$100.00	<del>\$187.00</del>
54-487 Industrial Dilution in Lieu of Treatment (\$50-\$500) <u>\$197.00</u>	\$100.00	<del>\$187.00</del>
54-498 Providing False Information Relating to Industrial Wastewater (\$50-\$500) <u>\$197.00</u>	\$100.00	<del>\$187.00</del>
54-520 Significant User Discharging Without Permit (\$50-\$500) <u>\$197.00</u>	\$100.00	<del>\$187.00</del>
54-600 Discharge Other Than Stormwater Into Storm Sewer (\$50-\$1000) <u>\$701.00</u>	\$500.00	<del>\$691.00</del>
54-602 Illegal Connection to Storm Drainage System (\$50-\$1000) <u>\$701.00</u>	\$500.00	<del>\$691.00</del>
56-24 Injury to Tree or Shrub (\$25-\$200) <u>\$134.00</u>	\$ 50.00	<del>\$124.00</del>
<u>SMC</u> <u>Violation Description</u>	<u>Bond Amount</u>	<u>Total</u>
56-56 Interference With City Forester (\$25-\$200) <u>\$134.00</u>	\$ 50.00	<del>\$124.00</del>

SHEBOYGAN AREA MUNICIPAL COURT  
BOND SCHEDULE – CITY OF SHEBOYGAN

NOTE: For ongoing violations, the deposit amount is daily. Some violations carry non-monetary penalties and/or non-forfeiture fees, costs, and restitution not accounted for in this bond schedule. Costs are not added for children 13 years of age and younger pursuant to Wis. Stat. § 938.37.

56-109 Tree Planting Regulations (\$25-\$200) <u>\$134.00</u>	\$ 50.00	<del>\$124.00</del>
56-110 Tree Trimming Regulations (\$25-\$200) <u>\$134.00</u>	\$ 50.00	<del>\$124.00</del>
56-111 Permit Tree to Obstruct View or Intersection (\$25-\$200) <u>\$134.00</u>	\$ 50.00	<del>\$124.00</del>
58-21(a) Operate Vehicle-for-Hire-Business Without License (\$50-\$500) <u>\$197.00</u>	\$100.00	<del>\$187.00</del>
58-21(b) Operate Vehicle for Hire Without License (\$50-\$500) <u>\$197.00</u>	\$100.00	<del>\$187.00</del>
58-21(c) Operate Taxi Without License (\$50-\$500) <u>\$197.00</u>	\$100.00	<del>\$187.00</del>
58-24(b)2. Drive Uninspected Taxi (\$50-\$500) <u>\$197.00</u>	\$100.00	<del>\$187.00</del>
58-24(b)3. Failure to Maintain/ Make Available Taxi Inspection Records (\$50-\$500) <u>\$197.00</u>	\$100.00	<del>\$187.00</del>
60-5 Refuse and Obstructions in Waterways (\$50-\$500) <u>\$386.00</u>	\$250.00	<del>\$376.00</del>
60-6 Improper Watercraft Encumbrance (\$50-\$500) <u>\$386.00</u>	\$250.00	<del>\$376.00</del>
60-7 Unlawful Swimming (\$25-\$100) <u>\$134.00</u>	\$ 50.00	<del>\$124.00</del>
60-8 Unlawful Swimming in Quarry (\$25-\$100) <u>\$197.00</u>	\$100.00	<del>\$187.00</del>
60-9 Remove Ice From Rivers/ Lakes (\$50-\$500) <u>\$197.00</u>	\$100.00	<del>\$187.00</del>
60-10(a) Remove Sand/Gravel from Lake Michigan Shore (\$25-\$100) <u>\$134.00</u>	\$ 50.00	<del>\$124.00</del>
60-11(b) Snag/ Foul Fish From Boardwalk (\$50-\$500) <u>\$197.00</u>	\$100.00	<del>\$187.00</del>
60-11(c) Scale/ Gut/ Clean Fish From Boardwalk (\$50-\$500) <u>\$134.00</u>	\$ 50.00	<del>\$124.00</del>

SHEBOYGAN AREA MUNICIPAL COURT  
BOND SCHEDULE – CITY OF SHEBOYGAN

NOTE: For ongoing violations, the deposit amount is daily. Some violations carry non-monetary penalties and/or non-forfeiture fees, costs, and restitution not accounted for in this bond schedule. Costs are not added for children 13 years of age and younger pursuant to Wis. Stat. § 938.37.

60-12 Skateboarding, Roller Blading, Roller Skating on Boardwalk (\$25-\$100) <b>\$134.00</b>	\$ 50.00	<del>\$124.00</del>
60-45 Violate Order/ Direction of Harbor Master (\$50-\$500) <b>\$386.00</b>	\$250.00	<del>\$376.00</del>
60-67 Boat ID Number Violation (\$50-\$500) <b>\$386.00</b>	\$250.00	<del>\$376.00</del>
60-68 Boat Speed Limit Violation (\$50-\$500) <b>\$386.00</b>	\$250.00	<del>\$376.00</del>
60-69 Negligent Operation of a Boat (\$50-\$500) <b>\$386.00</b>	\$250.00	<del>\$376.00</del>
60-70 Improper Anchoring (\$50-\$500) <b>\$386.00</b>	\$250.00	<del>\$376.00</del>
60-71 Unlawful Passing Through Bridges (\$50-\$500) <b>\$386.00</b>	\$250.00	<del>\$376.00</del>
60-72 Unlawful Boat at Beach (\$25-\$100) <b>\$134.00</b>	\$ 50.00	<del>\$124.00</del>
60-73 Operating Watercraft at Quarry (\$25-\$100) <b>\$134.00</b>	\$ 50.00	<del>\$124.00</del>
SMC Violation Description	Bond Amount	Total
60-74 Damage to Waterway Infrastructure (\$0-\$300) <b>\$197.00</b>	\$100.00	<del>\$187.00</del>
60-75 Failure to Render Aid After Boating Accident (\$0-\$300) <b>\$197.00</b>	\$100.00	<del>\$187.00</del>
60-95 Boat Lighting Violation (\$50-\$500) <b>\$386.00</b>	\$250.00	<del>\$376.00</del>
60-96 Boat Muffler Violation (\$50-\$500) <b>\$386.00</b>	\$250.00	<del>\$376.00</del>
60-98 Boat Life Preserver Violation (\$50-\$500) <b>\$386.00</b>	\$250.00	<del>\$376.00</del>
60-99 Boat Fire Extinguisher Violation (\$50-\$500) <b>\$386.00</b>	\$250.00	<del>\$376.00</del>
60-131(a) Boat Launch Violation (\$0-\$25) <b>\$102.50</b>	\$ 25.00	<del>\$ 92.50</del>
60-131(b) Boat Parking Violation 0-5 Days (\$0-\$25) <b>\$102.50</b>	\$ 25.00	<del>\$ 92.50</del>

SHEBOYGAN AREA MUNICIPAL COURT  
 BOND SCHEDULE – CITY OF SHEBOYGAN

NOTE: For ongoing violations, the deposit amount is daily. Some violations carry non-monetary penalties and/or non-forfeiture fees, costs, and restitution not accounted for in this bond schedule. Costs are not added for children 13 years of age and younger pursuant to Wis. Stat. § 938.37.

6+ Days (\$50-\$100)	\$ 50.00	<del>\$124.00</del>
<b>\$134.00</b>		
60 All Violations of Chapter 60 Not Listed Above (\$50-\$500)	\$100.00	<del>\$187.00</del>
<b>\$197.00</b>		
<u>Wis. Stat. Violation Description</u>	<u>Bond Amount</u>	<u>Total</u>
125.33(9) Failure to Purchase Beer From Wholesaler (\$50-\$500)	\$150.00	<del>\$250.00</del>
<b>\$260.00</b>		
125.69(6) Fail to Purchase Liquor From Wholesaler (\$50-\$500)	\$150.00	<del>\$250.00</del>
<b>\$260.00</b>		
125 Any violation of Wis. Stat. Ch. 125 Not Expressly Provided Herein (\$50-\$500)	\$100.00	<del>\$187.00</del>
<b>\$197.00</b>		
167.32(2) Body Passing (\$50)	\$ 50.00	<del>\$124.00</del>
<b>\$134.00</b>		
167.32(4) Alcohol Consumption at Sports Facility (\$50)	\$ 50.00	<del>\$124.00</del>
<b>\$134.00</b>		
346.53(6) Parked Where/When Prohibited by Sign \$25)	\$ 25.00	<del>\$63.00*</del>
<b>\$73.00</b>		
346.505 Handicapped Parking Violation (20-\$200)	\$75.00	<del>\$155.50*</del>
<b>\$165.50</b>		
941.2965(2) Carry/ Display Facsimile Firearm (\$50-\$500)	\$100.00	<del>\$187.00</del>
<b>\$197.00</b>		
943.21(1m) Defraud Restaurant/ Hotel/ Gas Station (\$50-\$500)	\$175.00	<del>\$281.50</del>
<b>\$291.50</b>		
943.43 Theft of Cable (\$50-\$500)	\$150.00	<del>\$250.00</del>
<b>\$260.00</b>		
943.55 Removal of Shopping Cart (\$0-\$500)	\$ 50.00	<del>\$124.00</del>
<b>\$134.00</b>		
946.41 Obstructing/ Resisting an Officer (\$50-\$500)	\$150.00	<del>\$250.00</del>
<b>\$260.00</b>		
947.012 Unlawful Use of Telephone (\$50-\$500)		
1 <sup>st</sup> Offense	\$100.00	<del>\$187.00</del>
<b>\$197.00</b>		
2 <sup>nd</sup> Offense Within a Year	\$200.00	<del>\$313.00</del>
<b>\$323.00</b>		

SHEBOYGAN AREA MUNICIPAL COURT  
 BOND SCHEDULE – CITY OF SHEBOYGAN

NOTE: For ongoing violations, the deposit amount is daily. Some violations carry non-monetary penalties and/or non-forfeiture fees, costs, and restitution not accounted for in this bond schedule. Costs are not added for children 13 years of age and younger pursuant to Wis. Stat. § 938.37.

3 <sup>rd</sup> Offense Within a Year <b>\$701.00</b>	\$500.00	<del>\$691.00</del>
947.013 Harass/Intimidate (\$50-\$500) <b>\$323.00</b>	\$200.00	<del>\$313.00</del>
<u>Parking Violation Description</u>	<u>Bond Amount</u>	<u>Total</u>
20-4(b) Snow Emergency Parking Violation (\$50) <b>\$98.00</b>	\$50.00	<del>\$88.00*</del>
52-7(b) Parked or Standing Vehicle Encumbering Free Passage (\$0-\$25) <b>\$73.00</b>	\$25.00	<del>\$63.00*</del>
52-109 24-Hour Parking Violation (\$25) <b>\$73.00</b>	\$25.00	<del>*63.00*</del>
52-111 Improper Parking in Alley (\$25) <b>\$73.00</b>	\$25.00	<del>\$63.00*</del>
52-113 Parked Between Curb and Sidewalk (\$25) <b>\$73.00</b>	\$25.00	<del>\$63.00*</del>
52-118(b) Large Vehicle Parking Violation (\$25) <b>\$73.00</b>	\$25.00	<del>\$63.00*</del>
52-119(b) Overnight Parking of Trailer (\$25) <b>\$73.00</b>	\$25.00	<del>\$63.00*</del>
52-142(e) Not Parked in Metered Space (\$25) <b>\$73.00</b>	\$25.00	<del>\$63.00*</del>
52-141 Overtime at Meter 1 <sup>st</sup> , 2 <sup>nd</sup> , and 3 <sup>rd</sup> Offense in One Year (\$10) <b>\$58.00</b>	\$10.00	<del>\$48.00*</del>
4 <sup>th</sup> , 5 <sup>th</sup> , and 6 <sup>th</sup> Offense in One Year (\$15) <b>\$63.00</b>	\$15.00	<del>\$53.00*</del>
7 <sup>th</sup> Offense or More in One Year (\$25) <b>\$73.00</b>	\$25.00	<del>\$63.00*</del>
52-235(a) Winter Parking Violation (\$25) <b>\$73.00</b>	\$25.00	<del>\$63.00*</del>

\* Certain costs not imposed on parking tickets. Costs shall only be imposed should the defendant request trial.

SHEBOYGAN AREA MUNICIPAL COURT  
BOND SCHEDULE – CITY OF SHEBOYGAN

NOTE: For ongoing violations, the deposit amount is daily. Some violations carry non-monetary penalties and/or non-forfeiture fees, costs, and restitution not accounted for in this bond schedule. Costs are not added for children 13 years of age and younger pursuant to Wis. Stat. § 938.37.

\*\* No court costs or witness fees assessed unless violator desires to appear at a court hearing on the violation.

**CITY OF SHEBOYGAN  
RESOLUTION 7-26-27**

**BY ALDERPERSONS DEKKER AND KELLY.**

**MAY 11, 2026.**

A RESOLUTION authorizing executing a one-year lease with David J. Schleicher for agricultural property in the City of Sheboygan.

WHEREAS, the City owns approximately 43 acres of land described as 6400 Moenning Road, Town of Wilson, located between South Business Drive and Moenning Road; and

WHEREAS, David J. Schleicher farmed this property under its prior ownership via agricultural land lease and wishes to continue doing so in 2026; and

WHEREAS, such farming operations are not expected to interfere with the City’s intended use of the property in 2026; and

WHEREAS, the parties desire to allow David J. Schleicher to continue planting, farming, growing and harvesting crops as described in said lease.

NOW, THEREFORE, BE IT RESOLVED: That the Mayor and City Clerk are hereby authorized to execute the attached lease with David J. Schleicher for the 2026 agricultural use of approximately 43 acres of land owned by the City of Sheboygan.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

\_\_\_\_\_.

Presiding Officer

Attest

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

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

## AGRICULTURAL LEASE

**THIS AGRICULTURAL LEASE** (the “**Lease**”) is made as of January 1, 2026 (the “**Effective Date**”), by and between the **CITY OF SHEBOYGAN, WISCONSIN** (“**Landlord**”) and **DAVID J. SCHLEICHER**, an individual (“**Tenant**”).

### RECITALS

- A. Landlord is the fee owner of the approximately 43.21 acres of real property located in the City of Sheboygan, Wisconsin and shown on Exhibit A attached to this Lease and incorporated herein by reference (the “**Premises**”), subject to covenants, restrictions, reservations, liens, encumbrances, conditions, encroachments, easements and other matters of title that affect the Premises (“**Permitted Encumbrances**”);
- B. Tenant desires to lease the Premises for the sole purpose of planting, farming, growing and harvesting winter wheat, soybeans, tillable radishes, oats, corn and clover crops and on the terms and conditions set forth in this Lease.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant each hereby agrees as follows:

#### 1. GRANT OF LEASE; LEASE TERM; AND TENANT’S ACCEPTANCE OF CONDITION OF PREMISES.

1.1 Grant of Lease. In consideration of rents, terms, covenants and agreements to be performed and observed by Tenant, as hereinafter set forth, Landlord leases to Tenant, and Tenant rents from Landlord the Premises subject to this Lease and the Permitted Encumbrances.

1.2 Term. The term of this Lease shall be for three hundred sixty-five calendar days, unless terminated earlier as expressly provided herein (the “**Term**”). The Term shall commence on the Effective Date (the “**Commencement Date**”) and end on December 31, 2026.

Regardless of the fact that the Term of this Lease is for one calendar year only, Tenant has requested an opportunity to extend the Term of this Lease. Landlord has not agreed to extend the Term beyond December 31, 2026 but Landlord may do so by executing an amendment to the Lease that is signed by both Landlord and Tenant. In the event that Tenant desires to extend the Term of this Lease for another calendar year, Tenant shall provide prior written notice of such desire by September 30 of the current Term, and on or before October 15 of the current Term, Landlord may inform Tenant in writing of Landlord’s determination on Tenant’s request for an extension to the Term. For the avoidance of any doubt and notwithstanding any provision herein to the contrary, if Landlord does not provide Landlord’s determination in writing to Tenant on or before October 15, 2026, Landlord is deemed to have rejected the request by Tenant for an extension of the Term.

1.3 “AS IS” Condition. The Tenant has inspected the Premises and accepts the Premises “AS IS,” “WHERE IS” and “WITH ALL FAULTS” in its current condition without any express, implied or any other representations or warranties as to the condition of the Premises by Landlord. Landlord expressly disclaims any warranties or representations regarding the Premises

and any and all conditions or entitlements related to the Premises and, further, makes no warranties or representations regarding the suitability of the Premises for Tenant's use. Tenant warrants and represents that Tenant had adequate time and opportunity to conduct all due diligence Tenant deems necessary on the Premises and that Tenant is relying solely upon Tenant's own judgment in proceeding to enter into this Lease on the Premises.

## 2. RENT.

2.1 Rent. Tenant shall pay to Landlord the sum of Four Thousand Nine Hundred Sixty-Nine and 15/100 Dollars (\$4,969.15) as rent for use of the Premises during the Term pursuant to the provisions of this Lease (the "**Rent**"). Rent is determined by multiplying the acreage of the Premises (43.21 acres) by One Hundred Fifteen Dollars (\$115.00). Rent shall be paid without demand therefor and without abatement, deduction, or set-off. Rent shall be due and payable in full by Tenant to Landlord on January 8, 2026.

2.2 Tenant's Obligation to Pay Taxes and all Operating Costs. During the Term, Tenant shall pay all operating expenses of whatever nature that relate to the Premises including, but not limited to, Taxes (as defined below), insurance premiums, operating charges, maintenance charges, input costs, fuel costs and any and all other charges, costs and expenses which arise on the Premises or may be contemplated under any provisions of this Lease during the Term.

2.3 Lien Rights. All Rent due and to become due and all other obligations of Tenant to Landlord under this Lease shall as a result of the recording of this Lease (or a memorandum of this Lease), be a first lien on the Premises and all improvements on the Premises, and all other liens shall be subordinate to the lien of this Lease, except as otherwise required by applicable law or permitted by Landlord in writing.

2.4 Place of Payment. All sums payable to Landlord under the terms of this Lease shall be paid to or upon the order of Landlord at the Landlord's address set forth in this Lease or as otherwise designated in writing by Landlord. Landlord may change its address by notice to Tenant of such change pursuant to the terms of this Lease.

2.5 Past Due Rent. If Tenant fails to timely pay Rent or any other charge due under this Lease, such failure to timely pay shall be a Default (as defined below) under this Lease and the unpaid amount shall, at Landlord's option and without waiving any other right of Landlord, bear interest from the due date to the date of payment at a rate of twelve percent (12%) per annum.

## 3. USE.

3.1 Permitted Use. The Premises shall be used solely for of planting, farming, growing and harvesting winter wheat, soybeans, tillable radishes, oats, corn and clover crops. Neither Tenant nor any successor or assign of Tenant shall use or permit the Premises to be used in any manner other than the manner expressly permitted by this Lease.

3.2 Prohibited Uses. **NEITHER TENANT NOR ANY SUCCESSOR OR ASSIGN OF TENANT SHALL PERMIT THE PREMISES OR ANY IMPROVEMENT ON THE PREMISES TO BE SUBJECT TO ANY LIEN, LEASE, CONTRACT OR**

**AGREEMENT OF ANY KIND (WHETHER WRITTEN OR ORAL) WITHOUT THE PRIOR WRITTEN CONSENT OF LANDLORD. NOTWITHSTANDING ANYTHING CONTAINED IN THIS LEASE TO THE CONTRARY, NEITHER TENANT NOR ANY SUCCESSOR OR ASSIGN OF TENANT SHALL USE OR PERMIT THE PREMISES OR ANY IMPROVEMENT THEREON TO BE USED IN ANY MANNER WHICH IS CONTRARY TO ANY APPLICABLE STATUTE, RULE, ORDER, ORDINANCE, REQUIREMENT OR REGULATION, CAUSE INJURY OR DAMAGE TO THE PREMISES, CAUSE THE VALUE OR USEFULNESS OF ALL OR ANY PART OF THE PREMISES TO DIMINISH (OTHER THAN NORMAL WEAR AND TEAR), CONSTITUTE A PUBLIC OR PRIVATE NUISANCE OR WASTE, OR RENDER THE INSURANCE ON THE PREMISES VOID OR THE INSURANCE RISK MORE HAZARDOUS OR CREATE ANY DEFENSE TO PAYMENT. TENANT AND ALL SUCCESSORS AND ASSIGNS OF TENANT EACH AGREES THAT IT WILL PROMPTLY, UPON DISCOVERY OF ANY SUCH PROHIBITED USE, TAKE ALL NECESSARY STEPS TO COMPEL THE DISCONTINUANCE OF SUCH PROHIBITED USE.**

3.3 No Adverse Possession. Tenant shall not use, suffer or permit all or any portion of the Premises to be used in such manner as might reasonably tend to impair Landlord's title to all or any portion of the Premises, or in such manner as might reasonably make possible a claim of adverse possession or of implied dedication of all or any portion of the Premises.

#### 4. TAXES.

4.1 Taxes. "Taxes" shall mean real estate taxes, assessments (general or special), sewer rents, rates and charges, transit taxes, taxes based upon leases or the receipt of rent, and any other federal, state or local governmental charge, general, special, ordinary or extraordinary which may now or subsequently be levied, assessed or imposed against all or any portion of the Premises, any interest in the Premises, or any improvements thereon. At its sole cost and expense, Tenant shall pay all Taxes. Notwithstanding anything contained in the foregoing definition to the contrary:

- (a) If at any time the method of taxation then prevailing shall be altered so that all or any part of any new or additional tax, assessment, levy, imposition or charge shall be imposed upon Landlord in place or partly in place of any Taxes or contemplated increase in such Taxes, or in addition to Taxes, and shall be measured by or be based in whole or in part upon the Premises, the rents or other income from the Premises or any leases of all or any part of the Premises, then all or any part of such new taxes, assessments, levies, impositions or charges, shall be included in Taxes levied, assessed or imposed against the Premises and are obligations to be paid by Tenant under this Lease. Tenant shall advance to Landlord, prior to the due date of any such Taxes an amount equal to any Taxes Landlord may be required to pay under this Section 4.1(a).
- (b) Notwithstanding the year for which any such taxes or assessments are levied, in the case of special taxes or assessments which may be payable in

installments, the amount of each installment, plus any interest, payable during any such year shall be considered Taxes assessed and levied for that year. Except as provided in the preceding sentence, all references to Taxes assessed, levied, confirmed or imposed during a particular year shall be deemed to refer to Taxes levied, assessed or otherwise payable during such year without regard to when such Taxes are imposed.

4.2 Payment. At its sole cost and expense, Tenant shall pay directly, before any fine, penalty, interest or cost is incurred, all Taxes which are assessed, levied, confirmed, imposed or which become a lien upon the Premises with respect to any period of time within the Term.

4.3 Contest. Tenant shall have the right at its own expense to contest the amount or validity, in whole or in part, of any Taxes by appropriate proceedings diligently conducted in good faith provided that, prior to contesting the Taxes, the Tenant either (i) pays the tax in full or (ii) deposits 100% of the amount of the Taxes, an irrevocable letter of credit in that amount or a bond in that amount with the Landlord. In connection with any such contest, Tenant shall reimburse Landlord for all attorneys' fees and other costs incurred by Landlord on demand and shall pay when due the Taxes, if any, as finally determined in such proceedings which Tenant had not previously paid, and all costs, fees, including attorneys' fees, interest, penalties, fines and other liabilities relating thereto.

## 5. INSURANCE.

5.1 Fire and Casualty. Tenant shall continuously maintain in full force and effect during the Term of this Lease a policy or policies of insurance insuring the Premises and all improvements thereon to their Full Replacement Cost (as hereafter defined) against loss or damage by fire, casualty and extended perils and other perils with replacement cost and agreed amounts endorsements, and such other endorsements as may be reasonably required by the Landlord or, if applicable, Tenant's mortgagee, including, but not limited to, an endorsement to provide coverage against acts of terrorism. For the purposes of this Lease, "**Full Replacement Cost**" shall be interpreted to mean the cost of repairing the Premises and/or replacing (to the extent possible) such improvements impacted by such fire, casualty or other peril to like kind and quality as such improvements were prior to such fire, casualty or other peril and, in addition, a reasonable amount for architectural, engineering, legal, administrative and supervisory fees connected with the restoration or replacement of the Premises and such improvements as a result of such fire, casualty or other peril.

5.2 Liability. During the Term, Tenant shall continuously maintain in full force and effect the following additional insurance coverages:

- (a) Commercial general liability against any loss, liability or damage on, about or relating to all or any portion of the Premises and all improvements thereon, with limits of not less than \$1,000,000 each occurrence for bodily injury and property damage and \$1,000,000 combined single limit coverage for bodily injury or property damage claims, claims involving contractual liability, and claims for consequential damages arising out of or in connection with Tenant's operations in and maintenance and use of the

Premises and improvements thereon. Such limits may be increased from time to time as reasonably determined by the Landlord to amounts consistent with prevailing industry standards. Tenant shall carry excess umbrella insurance over the commercial general liability policy with limits of not less than \$1,000,000.

- (b) Appropriate insurance on all personal property on the Premises and all improvements thereon.
- (c) Workman's compensation insurance in amounts required by applicable law.

This property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for an architect's, contractor's, engineer's and/or construction manager's services and expenses required as a result of such insured loss.

5.3 Policies. All fire and casualty policies of insurance required by this Lease shall provide that the proceeds shall be payable to Tenant and any mortgagee, as their interests may appear. The Landlord shall be named as an additional insured, on a primary and non-contributory basis, on the liability and property policies. All policies of insurance shall be written by a company or companies reasonably satisfactory to Landlord and licensed in the State of Wisconsin, and with a general policyholder's rating of not less than A and a financial rating of not less than XI in the most current available Best's insurance reports, and on a form acceptable to Landlord. Certificates of insurance reasonably acceptable to Landlord (or a copy of the policy if requested by Landlord) shall be delivered to Landlord endorsed "Premium Paid" by the company or agent issuing the same or accompanied by other evidence satisfactory to Landlord that the premiums have been paid as of the Effective Date; and prior to expiration of such policy, certificates of insurance, plus evidence of premium payment, shall be delivered to Landlord not less than twenty (20) days prior to the expiration of the then current policy term. Each policy shall not be cancelled or coverage decreased without at least thirty (30) days prior written notice to the Landlord given by the Tenant.

5.4 Blanket Policies. Nothing in this Section 5 shall prevent Tenant from taking out insurance of the kind and in the amount provided for under the preceding paragraphs of this Section 5 under a blanket insurance policy or policies which may cover other properties owned or operated by Tenant as well as the Premises; provided, however, that any such policy of blanket insurance of the kind provided for shall (a) specify the amounts exclusively allocated to the Premises and all improvements on the Premises or Tenant shall furnish Landlord and any mortgagee with a written statement from the insurers under such policies specifying the amounts of the total insurance exclusively allocated to the Premises and all improvements thereon, and (b) not contain any clause which would result in the insured being required to carry any insurance with respect to the property covered in an amount not less than any specific percentage of the Full Replacement Cost of such property in order to prevent the named insured from becoming a co-insurer of any loss with the insurer under such policy; and further provided, however, that such

policies of blanket insurance shall, as respects the Premises and all improvements thereon, contain the various provisions required of such an insurance policy by the provisions of this Section 5.

5.5 Tenant's Indemnification. Tenant agrees to indemnify and save Landlord harmless against and from any and all third party claims, damages, losses, liabilities and expenses (including, without limitation, reasonable attorneys' fees), arising out of Tenant's use of the Premises or from any breach or default on the part of Tenant in the performance of any covenant or agreement to be performed pursuant to the terms of this Lease, or from any act or negligence of Tenant, its agents, contractors, servants, employees, sublessees, concessionaires or licensees in or about the Premises; but excluding any claims, damages, losses, liabilities or expenses to the extent caused by the willful misconduct of Landlord or Landlord's employees, agents, contractors or invitees. In case any action or proceeding is brought against Landlord by reason of any claim covered by Tenant's indemnity, Tenant, upon notice from Landlord, shall defend such action or proceeding that is brought against Landlord by reason of any such claim. Tenant, upon notice from Landlord, covenants to defend such action or proceeding at no cost or expense to Landlord. Landlord reserves its rights as an additional insured on the insurance policies, if any, to approve counsel selected by the insurance company. If the claim is in excess of the insurance limits, Tenant will engage counsel to defend Landlord on the excess claim who is reasonably acceptable to the Landlord.

## 6. UTILITIES.

6.1 Utility Service. Tenant shall directly pay, when due, all charges of every nature, kind or description for utilities furnished to the Premises or any improvement thereon or otherwise chargeable against the Premises or such improvements during the Term, including all charges for water, sewage, heat, gas, light, garbage, electricity, telephone, digital subscriber line, or other public or private utility services. Landlord shall not be liable for the provision of any such services or any interruption or discontinuation of any such services nor shall such interruption or discontinuation constitute grounds for constructive eviction.

6.2 Deposits. In the event that any charge, deposit or fee is required to furnish any utility to the Premises as a condition precedent to furnishing or continuing to furnish such utility, such charge, deposit or fee shall be deemed to be a utility charge payable directly by Tenant.

## 7. REPAIRS.

7.1 Good Order and Repair. At its sole cost and expense throughout the Term, Tenant shall (a) take good care of the Premises and all improvements thereon; (b) keep the same in good order and condition (ordinary wear and tear and casualty damages not covered by insurance excepted); and (c) make and perform all maintenance and all repairs of every nature, kind and description in and to the Premises and all improvements thereon as may be necessary or advisable to keep the Premises and such improvements in good working condition. When used in this Lease, "repairs" shall include all necessary replacements, renewals, alterations, additions and betterments. All repairs made by Tenant shall be at least equal in quality to the condition of the Premises and the improvements thereon as of the Commencement Date and shall be made in a good and workmanlike manner in accordance with all applicable laws, ordinances and regulations.

7.2 Exterior Maintenance. At all times during the Term, Tenant shall take good care of, repair and maintain all driveways, pathways, roadways, sidewalks, curbs, parking areas, loading areas, landscaped areas, entrances and passageways in good order and repair and shall promptly remove all accumulated snow, ice and debris from any and all driveways, pathways, roadways, sidewalks, curbs, parking areas, loading areas, entrances and passageways, and keep all portions of the Premises, including appurtenant areas, in a clean, natural and orderly condition.

7.3 No Landlord Responsibility. Landlord shall not be required to furnish any services or facilities or to make any repairs, replacements or alterations whatsoever in, about or to the Premises or any improvements thereon.

8. COMPLIANCE WITH LAWS. Tenant shall at its sole cost and expense promptly comply or cause compliance with or remove or cure or repair any violation of any and all encroachments, any present and future laws, ordinances, orders, rules, regulations and requirements of all federal, state, municipal and other governmental bodies having jurisdiction over the Premises and the appropriate departments, commissions, boards and their officers; and the orders, rules and regulations of the Board of Fire Underwriters where the Premises is situated; or any other body now or subsequently constituted exercising lawful or valid authority over the Premises.

9. CONSTRUCTION LIENS AND OTHER LIENS. Tenant shall not suffer or permit any construction lien or other lien to be filed against all or any portion of the Premises, by reason of work, labor, services, equipment or materials supplied or claimed to have been supplied to the Premises, or any portion of the Premises. If any such construction lien or other lien shall at any time be filed against all or any portion of the Premises, Tenant shall cause the same to be discharged of record within thirty (30) days after notice thereof. If Tenant shall fail to discharge such construction lien or liens or other lien within such period it shall be deemed a Default and then, in addition to any other right or remedy of Landlord, Landlord may, but shall not be obligated to, discharge the same by paying to the claimant the amount claimed to be due or by procuring the discharge of such lien as to the Premises by deposit of a cash sum or a bond or other security, or in such other manner as is now or may in the future be provided by present or future law for the discharge of such lien as a lien against the Premises. Any amount paid by Landlord, or the value of any deposit so made by Landlord, together with all costs, fees and expenses (including reasonable attorneys' fees), and interest at the rate of three percent (3%) above the prime rate as published from time to time by the Wall Street Journal or publication of a similar nature if the Wall Street Journal stops publishing per annum (the "**Default Interest Rate**"), shall be repaid by Tenant to Landlord on demand. Tenant shall indemnify and defend Landlord and its agents and employees and save Landlord, its agents and employees and all or any portion of the Premises, harmless from all losses, costs, damages, expenses, liabilities, suits, penalties, claims, demands and obligations, including, without limitation, attorneys' fees, resulting from the assertion, filing, foreclosure or other legal proceedings with respect to any such mechanic's lien or other lien placed on the Premises or against the Tenant.

10. **TENANT'S REPRESENTATIONS, WARRANTIES AND COVENANTS.**

The Tenant hereby represents, warrants and covenants that:

- (a) Tenant is a resident of the State of Wisconsin, has the power and all necessary licenses, permits and franchises to own its assets and properties and to carry on its business, and is in good standing in the State of Wisconsin and all other jurisdictions in which failure to do so would have a material adverse effect on Tenant's business or financial condition;
- (b) Tenant has full authority to execute and perform this Lease and has obtained all necessary authorizations to enter into, execute, perform and deliver this Lease;
- (c) the execution, delivery, and performance of Tenant's respective obligations pursuant to this Lease will not violate or conflict with any other agreement to which Tenant is a party or is bound or any law applicable to Tenant or the Premises;
- (d) this Lease constitutes legal, valid, and binding obligations of Tenant enforceable against Tenant in accordance with their respective terms;
- (e) Tenant will promptly furnish to the Landlord, during the term of this Lease, written notice of any litigation affecting Tenant and any claims or disputes which involve a material risk of litigation against Tenant;
- (f) Tenant will provide to the Landlord, promptly upon the Landlord's request, any information or evidence deemed necessary by the Landlord related to performance of Tenant under this Lease to enable the Landlord to timely and accurately complete any accounting or reporting requirements applicable to the Landlord related to the transactions under this Lease; and
- (j) no litigation, claim, investigation, administrative proceeding or similar action (including those for unpaid taxes) against Tenant is pending or threatened, and no other event has occurred which may materially adversely affect Tenant's financial condition or properties, other than litigation, claims, or other events, if any, that have been disclosed to and acknowledged by the Landlord in writing.

11. **DEFAULTS OF TENANT.**

11.1 Events of Default. The occurrence of any one or more of the following events shall constitute a "**Default**" under this Lease:

- (a) If default shall be made in the due and punctual payment of any amount to be paid by Tenant under this Lease, when and as the same shall become due and payable and such default shall continue for a period of thirty (30) calendar days (except with regard to the payment of Rent which shall

continue for a period of five (5) calendar days) after written notice given by Landlord to Tenant;

- (b) If default shall be made by Tenant in keeping, observing or performing any of the terms contained in this Lease, other than matters of an emergency nature and other than those referred to in paragraph (a) of this Section 11.1, and such default shall continue for a period of thirty (30) calendar days after written notice given by Landlord to Tenant or such longer period if such cure cannot reasonably be completed by Tenant or Lender in a diligent, continuous and commercially acceptable manner in such thirty (30) calendar day period provided that such cure longer period shall not exceed ninety (90) calendar days from the date of notice.
- (c) If any representation made by Tenant in this Lease is determined at any time to be materially inaccurate or misleading.
- (d) If (i) Tenant shall make an assignment for the benefit of creditors; (ii) a voluntary petition is filed by Tenant under any law having for its purpose the adjudication of Tenant a bankrupt, or an involuntary petition in bankruptcy is filed against Tenant which is not dismissed within sixty (60) days; (iii) a receiver be appointed for the property of Tenant where possession is not restored to Tenant within thirty (30) days; or (iv) any department of the State of Wisconsin or the federal government, or any officer of such department duly authorized, shall take possession of the farming business or any material property of Tenant unless (in the case of a petition filed against Tenant) the same is dismissed within sixty (60) days.

11.2 Remedies. If a Default in not timely cured, to the extent any cure is permitted hereunder, Landlord shall have the rights and remedies set forth below, which shall be distinct, separate and cumulative and shall not operate to exclude or deprive Landlord of any other right or remedy allowed it at law or in equity or elsewhere in this Lease:

- (a) Landlord may terminate this Lease and the Premises and all improvements thereon shall revert back to the Landlord;
- (b) Landlord may terminate Tenant's rights with regard to the Premises without terminating this Lease by giving written notice to Tenant that all of Tenant's rights to the Premises (including, without limitation, the right of possession) shall end on the date stated in such notice, whereupon Tenant's rights with regard to the Premises shall cease on the date stated in such notice; and
- (c) Landlord may enforce the provisions of this Lease and may enforce and protect the rights of Landlord under this Lease by a suit or suits in equity or at law for the specific performance of any covenant or agreement in this Lease, and for the enforcement of any other appropriate legal or equitable remedy, including, without limitation, injunctive relief and for recovery of all monies due or to become due from Tenant under any of the provisions

of this Lease. Landlord shall, to the extent required by law, mitigate Tenant's damages.

11.3 Surrender of Possession. If Landlord exercises either of the remedies provided for in Sections 11.2(a) and 11.2(b) above, Tenant shall surrender possession of and vacate the Premises and all improvements thereon and deliver possession of the Premises and such improvements back to Landlord in accordance with such provisions.

11.4 Additional Rights and Remedies. Notwithstanding anything to the contrary contained in this Lease, in addition to the remedies set forth herein, Landlord may pursue any other remedy now or hereafter available under the laws or judicial decisions of the State of Wisconsin.

11.5 Termination of Lease. In the event of the termination of this Lease by Landlord, Landlord shall be entitled to recover from Tenant all sums payable by Tenant, or for which Tenant is liable or in respect of which Tenant has agreed to indemnify Landlord under any of the provisions of this Lease, which may be then owing and unpaid, and all costs and expenses, including, without limitation, court costs and reasonable attorneys' fees incurred by Landlord in the enforcement of its rights and remedies under this Lease. Notwithstanding the foregoing, all damages shall be subject to the Landlord's obligation to mitigate.

11.6 Personal Property. All property removed from the Premises by Landlord pursuant to any provisions of this Lease or by law may be handled, removed or stored by Landlord at the cost and expense of Tenant. Tenant shall pay Landlord for all reasonable expenses incurred by Landlord in such removal and for storage charges for such property as long as the same shall be in Landlord's possession or under Landlord's control. All such property not removed from the Premises or retaken from storage by Tenant after the end of the Term and in accordance with applicable state statute, however terminated, shall, at Landlord's option, be conclusively deemed to have been abandoned. Landlord shall have a lien on all such property located on the Premises to secure the Tenant's obligations hereunder.

11.7 Costs. Tenant shall pay all reasonable costs, charges and expenses, including, without limitation, court costs and reasonable attorneys' fees of Landlord in enforcing the obligations of the Tenant under this Lease.

## 12. LANDLORD'S RIGHT TO CURE DEFAULT.

12.1 Right to Cure. If Tenant shall at any time fail to (a) pay any Taxes in accordance with the provisions of this Lease; (b) obtain, pay for, maintain and deliver any of the copies of insurance policies or certificates of insurance provided for in this Lease; (c) make any repair required under the Lease; (d) make any other payment or perform any other act on its part to be made or performed under the Lease, then Landlord, after thirty (30) calendar days prior written notice to Tenant (or without notice in case of emergency or in the case of insurance) or such longer period if such cure cannot reasonably be completed by Tenant in a diligent, continuous, and commercially acceptable manner in such thirty (30) calendar day period provided that such cure longer period shall not exceed one hundred twenty (120) calendar days from the date of notice, and without waiving or releasing Tenant from any obligation of Tenant contained in this Lease or any Default created by Tenant related thereto, may, but shall be under no obligation to, (i) obtain,

pay for and maintain any of the insurance policies provided for in this Lease; (ii) make any repair; or (iii) make any other payment or perform any other act on Tenant's part to be paid or performed as provided in this Lease, and Landlord may enter upon the Premises for any such purpose and take all such action in the Premises or on the Premises as may be reasonably necessary. Nothing contained in this Lease shall be deemed as a waiver or release of Tenant from any obligation of Tenant or any Default under this Lease.

12.2 Reimbursement. All sums so paid by Landlord pursuant to Section 12.1 above and all costs and expenses, including reasonable attorneys' fees, incurred by Landlord in connection with the performance of any such payment, together with interest at the Default Interest Rate from the respective dates of Landlord's making of each payment of such cost and expense, shall be paid by Tenant to Landlord within two (2) calendar days on written demand.

### 13. DESTRUCTION AND RESTORATION.

13.1 Restoration/Termination. Subject to Section 13.3, in the event the Premises or any improvements thereon shall be damaged or destroyed by fire or otherwise, Tenant shall promptly complete all Restoration (as defined below) of the Premises and such improvements (to the extent possible) as soon as reasonably possible to at least the condition that the Premise and all such improvements were in immediately prior to such damage or destruction with such changes or alterations (made in conformity with this Lease) as may be reasonably acceptable to Landlord and required by law. Tenant shall promptly give Landlord written notice of such damage or destruction upon any such occurrence and specify in such notice, in reasonable detail, the extent of such damage or destruction and the timeline for completion of such Restoration. For the purposes of this Lease, "**Restoration**" shall mean the restoration, repairs, replacements, rebuilding, changes and alterations, including the cost of temporary repairs for the protection of all or any portion of the Premises and improvements thereon. The Restoration shall be carried on and completed in accordance with the provisions and conditions of this Lease. To the extent Landlord receives any insurance proceeds for the reconstruction of the Premises and improvements, it shall pay over to Tenant in accordance with Section 13.2 below the net insurance proceeds (after deduction of all costs, expenses and fees related to recovery of the insurance proceeds) received by Landlord in such event for the Restoration. If the total of the net amount of the insurance proceeds (after deduction of all costs, expenses and fees related to recovery of the insurance proceeds) recovered by Tenant and the net insurance proceeds to be paid by Landlord to Tenant hereunder is insufficient to complete the Restoration (as determined by Tenant obtaining a contractor's guaranteed maximum price for the costs of Restoration and Landlord confirming its acceptance of the plan of Restoration) and there is a shortfall, Tenant shall deposit with a title insurance escrow agent the amount of the shortfall necessary to complete the Restoration less the amount of insurance proceeds available therefore.

13.2 Insurance Proceeds. All insurance monies recovered by Tenant or Landlord on account of any damage or destruction, plus the amount of any funds deposited by Tenant with Landlord subject to Section 13.1 above (including, without limitation, Landlord's offsets from insurance proceeds), shall be applied by Tenant to the payment of the costs of the Restoration. Tenant shall enter into an escrow agreement with a title company, who shall issue down-dated title report to the Landlord with each disbursement to pay for the design and construction of the Restoration with a final down-dated endorsement when the Restoration is substantially complete.

13.3 Early Termination. If the Premises shall be destroyed or damaged (through no intentional act of Tenant) and if Restoration cannot in the reasonable judgment of Landlord or Tenant be completed within ninety (90) calendar days after the date of such damage or destruction, or if Tenant is unable to escrow sufficient funds to pay for the Restoration, then either Landlord or Tenant shall have the option, within ninety (90) calendar days after the casualty, to terminate this Lease by notice, in writing, addressed to the other specifying such election. Upon giving of such notice, the insurance proceeds relating to such casualty shall be applied by Tenant first to raze and remove, within sixty (60) calendar days after such notice, any remaining improvements and restore the Premises to the condition the Premises were in prior to such casualty. All remaining insurance proceeds thereafter shall then be retained by Tenant. This Lease shall cease and come to an end on a date to be specified in such notice, which date shall not be more than sixty (60) days after the date of delivery of such notice. The Tenant shall pay to Landlord all charges payable by Tenant under this Lease, apportioned to the date of such termination. Notwithstanding the foregoing, if the Premises shall be destroyed or damaged during the last three months of the Term and if Restoration cannot in the reasonable judgment of Landlord or Tenant be completed within six (6) calendar months after the date of such damage or destruction, then either party shall have the option, within thirty (30) days after the casualty, to terminate this Lease by notice, in writing, addressed to the other party, specifying such election. Upon giving of such notice, all insurance proceeds relating to such casualty shall be applied by Tenant first to raze and remove, within sixty (60) calendar days after such notice, any remaining improvements and restore the Premises to the condition the Premises were in prior to such casualty. All remaining insurance proceeds shall be retained by the Tenant. The Lease shall cease and come to an end on a date to be specified in such notice, which date shall not be more than sixty (60) days after the date of delivery of such notice. Tenant shall pay to Landlord all charges payable by Tenant under this Lease, apportioned to the date of such termination.

#### 14. CONDEMNATION.

14.1 Taking all or a Material Portion of the Premises. For the purposes of this Section 14, a “**Material Portion of the Premises**” means a partial taking of the Premises that the Tenant reasonably determines to materially interfere with its remaining operations. If the entire Premises or a Material Portion of the Premises shall be taken during the Term as the result of the exercise of the power of eminent domain or conveyed under threat of such power (referred to below as the “**Proceedings**”), this Lease and all right, title and interest of Tenant under this Lease shall terminate on the earlier of taking of possession by the condemning authority or the date of vesting of title pursuant to such Proceedings. Landlord shall be entitled to and shall receive the total award made in such Proceedings attributable to the fee title in the land taken and Tenant shall be entitled to and shall receive the total award made in such proceedings attributable to the improvements, and for the cost of realigning, relocating or removing its personal property or for relocation expenses, and that does not reduce the amount payable to Landlord for the value of the fee taken.

14.2 Taking a Non-Material Portion of the Premises. For the purposes of this Section 14, a “**Non-Material Portion of the Premises**” means a partial taking of the Premises that the Tenant reasonably determines does not materially interfere with its remaining operations. If, during the Term, a Non-Material Portion of the Premises is taken, this Lease shall, upon the earlier of taking of possession by the condemning authority or vesting of title in the Proceedings,

terminate as to the parts so taken but remain valid and binding on all other parts not taken. Tenant and Landlord shall each be entitled to the award as provided in Section 14.1 above. Tenant covenants and agrees, at Tenant's sole cost and expense (subject to reimbursement to the extent provided below), to promptly complete Restoration of that portion of the Premises not so taken for the use of Tenant. Landlord and Tenant agree in connection with such Restoration to apply the net amount of any award (after deduction of all costs and expenses, including reasonable attorneys' fees) to the Restoration in the same manner and to the same extent as provided for the Restoration of a casualty in Section 13.1 above.

## 15. ASSIGNMENT AND SUBLETTING.

15.1 Landlord Consent Required. Tenant shall not, without the prior written consent of Landlord, which consent may be withheld, conditioned or delayed in Landlord's sole discretion and for any reason, (a) assign, transfer, mortgage, or encumber this Lease or any interest under it; or (b) allow to exist or occur any transfer of this Lease or Tenant's interest in this Lease by operation of law. In no event shall this Lease be assigned or assignable by voluntary or involuntary bankruptcy proceedings or otherwise, and in no event shall this Lease or any rights or privileges under this Lease be an asset of Tenant under any bankruptcy, insolvency or reorganization proceedings, except as provided by law. Any such assignment shall be a Default under this Lease. Without limiting the generality of the foregoing, this Lease may not be assigned, transferred mortgaged or encumbered to any partner or joint venture.

15.2 No Release of Tenant. No assignment by Tenant and no consent by Landlord to any assignment shall operate to relieve Tenant from any covenant or obligation under this Lease or be deemed to be a consent to or relieve Tenant from obtaining Landlord's consent to any subsequent assignment by Tenant or anyone claiming by, through or under Tenant. Tenant shall pay all of Landlord's reasonable costs, charges and expenses, including, without limitation, Landlord's reasonable attorneys' fees incurred in connection with any assignment, subletting, use, occupancy, transfer or encumbrance made or requested by Tenant.

15.3 Assumption. If Tenant shall assign this Lease (as permitted in this Lease), the assignee shall expressly assume all of the obligations of Tenant under this Lease in a written instrument reasonably satisfactory to Landlord which shall be furnished to Landlord not later than fifteen (15) calendar days prior to the effective date of such assignment, together with a certified copy of an appropriate resolution authorizing such assumption.

15.4 Subletting Prohibition. No subletting of the Premises or any improvements thereon shall be permitted at any time without the prior written consent of Landlord which may be withheld, conditioned or delayed for any reason.

## 16. HAZARDOUS AND TOXIC MATERIALS.

16.1 Definitions. For purposes of this Section 16, "**hazardous or toxic material**" shall be defined to include, without limitation, (a) asbestos or any material composed of or containing asbestos in any form and in any type, (b) polychlorinated biphenyl compounds ("**PCB**") or any material composed of or containing PCB, or (c) any hazardous, toxic or dangerous waste, substance, material, smoke, gas or particulate matter, as from time to time defined by or for

purposes of the Comprehensive Environmental Response, Compensation and Liability Act, as amended, and any law commonly referred to, as of the date of this Lease, as “Superfund” or “Superlien,” or any successor to such laws, or any other federal, state or local environmental, health or safety statute, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability or standards concerning or in connection with hazardous, toxic or dangerous wastes, substances, material, smoke, gas or particulate matters as now or subsequently in effect (each an “**Environmental Law**” and, collectively, the “**Environmental Laws**”), or any common law theory based on nuisance or strict liability.

16.2 No Violations. Neither Tenant nor any of the Tenant Responsible Parties (as defined below) shall conduct or authorize the generation, transportation, storage, installation, treatment or disposal at or on the Premises, of any hazardous or toxic material in violation of any Environmental Law, and any such action by Tenant or any of the Tenant Responsible Parties shall constitute a Default.

16.3 No Liens. Tenant and the Tenant Responsible Parties shall keep the Premises free of any lien imposed pursuant to any Environmental Laws.

16.4 Payment of Costs. Tenant and the Tenant Responsible Parties shall timely pay when due any and all costs of removal of any hazardous or toxic material located on the Premises (whether stored on, disposed in or otherwise).

16.5 Compliance with Laws. If Tenant or any of the Tenant Responsible Parties generates, transports, stores, treats or disposes of any hazardous or toxic material at or on the Premises:

- (a) Tenant shall, at its own cost and expense, comply with all Environmental Laws relating to clean-up or such hazardous or toxic materials and the restoration of the Premises and all improvements thereon;
- (b) Landlord and Tenant shall promptly provide the other with copies of all communications, permits or agreements with any governmental authority or agency (federal, state or local) or any private entity relating in any way to the presence, release, threat of release, placement on or in the Premises, or the generation, transportation, storage, treatment, or disposal at the Premises, of any hazardous or toxic material;
- (c) Landlord and Landlord’s agents and employees shall have the right (upon giving Tenant any notice required by this Lease) to enter the Premises and/or conduct appropriate tests for the purpose of ascertaining that Tenant and each of the Tenant Responsible Parties complies with all applicable laws, rules or permits relating in any way to the presence of hazardous or toxic materials on the Premises; and
- (d) In the event Tenant or any of the Tenant Responsible Parties uses, stores, originates hazardous or toxic materials on, in or at the Premises, then upon written request by Landlord, Tenant shall provide Landlord the results of appropriate tests of air, water and soil to demonstrate that Tenant and each

of the Tenant Responsible Parties complies with the applicable Environmental Laws and all other applicable laws, rules or permits relating in any way to the presence of hazardous or toxic materials on the Premises.

16.6 Tenant's Duties. If the presence, release, threat of release, placement on or in the Premises, or the generation, transportation, storage, treatment, or disposal at the Premises of any hazardous or toxic material caused by Tenant, its employees, guests, agents, or contractors or any tenant of any condominium unit on the Premises or such tenant's, guests, agents or contractors (collectively, the "**Tenant Responsible Parties**"): (a) gives rise to liability (including, but not limited to, a response action, remedial action, or removal action) under any Environmental Laws or any common law theory based on nuisance or strict liability; (b) causes a significant public health effect; or (c) pollutes or threatens to pollute the environment, Tenant shall promptly take any and all remedial and removal action necessary to clean up the Premises and mitigate exposure to liability arising from the hazardous or toxic material, whether or not required by law.

16.7 Environmental Indemnities by Tenant and Landlord.

- (a) Tenant agrees to indemnify, defend and hold harmless Landlord, Landlord's employees and service providers and any managing agents and leasing agents of the Premises, and all of their respective agents, partners, officers, directors and employees and all mortgagees (collectively, the "**Landlord Indemnitees**") from and against any and all debts, liens, claims, causes of action, administrative orders or notices, costs, personal injuries, losses, damages, liabilities, demands, lost profits, consequential damages, interest, fines, penalties or expenses, including attorneys' fees and expenses, consultants' fees and expenses, court costs and all other out-of-pocket expenses, suffered or incurred by each of the Landlord Indemnitees resulting, directly or indirectly, from hazardous or toxic material brought onto the Premises by Tenant or by anyone for whom Tenant is liable (including, without limitation, the Tenant Responsible Parties) or for the migration of such hazardous or toxic material off the Premises during the Term of this Lease, except to the extent directly caused by the acts of Landlord or Landlord's agents or employees.
- (b) Landlord agrees to indemnify, defend and hold harmless Tenant, its managers, shareholders, partners, trustees, employees and members and their respective agents, partners, officers, directors and employees and all mortgagees and all Tenant Responsible Parties (collectively, the "**Tenant Indemnitees**") from and against any and all debts, liens, claims, causes of action, administrative orders or notices, costs, personal injuries, losses, damages, liabilities, demands, lost profits, consequential damages, interest, fines, penalties or expenses, including attorneys' fees and expenses, consultants' fees and expenses, court costs and all other out-of-pocket expenses, suffered or incurred by the Tenant Indemnitees resulting, directly or indirectly, from the hazardous or toxic material existing on the Premises as of the Effective Date, from hazardous or toxic material brought onto the Premises by the Landlord or for the migration of such hazardous or toxic

material off the Premises during the Term of this Lease unless caused by or directly related to the acts or omissions of Tenant or any Tenant Responsible Parties. Landlord's obligations under this Section 16.7(b) shall survive the expiration or termination of this Lease.

16.8 Costs. Tenant agrees to indemnify, defend and hold harmless the Landlord Indemnitees from and against any and all damages, costs, losses, expenses (including, but not limited to, actual attorneys' fees and engineering fees) arising from or attributable to any breach by Tenant or any Tenant Responsible Parties of any of Tenants warranties, representations or covenants in this Section 16.

16.9 Survival. All of Tenant's obligations under this Section 16 shall survive the expiration or termination of this Lease.

17. **RESERVATION OF RIGHTS**. Landlord hereby reserves unto itself the right to grant easements to utility providers on any portion of the Premises for the purpose of the installation and maintenance of water, sewer, electric, telecommunications, and all other utilities for any purpose.

18. **OWNERSHIP OF IMPROVEMENTS ON EXPIRATION DATE OR TERMINATION OF LEASE**.

18.1 Subject to the terms hereof, Tenant shall be the owner of the improvements made on the Premises by Tenant during the Term of this Lease.

18.2 Upon the expiration of the Term or termination of this Lease and subject to applicable law, the Premises and all improvements on the Premises shall become the sole property of Landlord free and clear of any and all liens and encumbrances and Tenant shall surrender its interest in the Premises to Landlord, except that all movable trade fixtures and other personal property not affixed to the Premises shall be and remain the property of Tenant. Tenant agrees to execute and deliver to Landlord any reasonable documents requested by Landlord to confirm Landlord's ownership of the improvements on the Premises and to surrender its interest in the Premises and such improvements on the Premises to Landlord.

19. **MISCELLANEOUS PROVISIONS**.

19.1 Inspection. Provided that Landlord has given Tenant reasonable prior notice (twenty-four (24) hours being deemed reasonable, except in case of emergency which then any shorter time period is deemed reasonable), Tenant agrees to permit Landlord and its authorized representatives to enter upon the Premises for the purpose of inspecting the same and to cause Tenant to make any necessary repairs to comply with any laws, ordinances, rules, regulations or requirements of any public body or the Board of Fire Underwriters, or any similar body, or otherwise pursuant to this Lease. Landlord will endeavor to exercise this right to reasonably avoid disruption to Tenant's operations on the Premises.

19.2 Notices. Any notice given under this Lease shall be deemed effective when: (a) personally delivered in writing; (b) a commercially recognized overnight delivery service provides confirmation of delivery; or (c) the third calendar day after notice is deposited with the

United States Postal Service (postage prepaid, certified with return receipt requested) and addressed as follows:

If to Landlord:

City of Sheboygan  
Attention: City Attorney  
828 Center Avenue, Suite 210  
Sheboygan, WI 53081

With copy to:

Brion T. Winters, Esq.  
von Briesen & Roper, s.c.  
411 E. Wisconsin Ave., Suite 1000  
Milwaukee, WI 53202

If to Tenant:

David J. Schleicher  
6435 County Road A  
Sheboygan Falls, WI 53085

19.3 Quiet Enjoyment. Landlord covenants and agrees that Tenant, upon paying the Rent, observing and keeping the covenants, agreements and conditions of this Lease on its part to be kept, observed and performed and no Default existing under this Lease, shall lawfully and quietly hold, occupy and enjoy the Premises (subject to the provisions of this Lease) during the Term without hindrance or molestation by Landlord or by any person or persons claiming under Landlord.

19.4 Accord and Satisfaction. No payment received by Landlord of a lesser amount than the Rent or other costs, charges, fees or other amounts due hereunder shall be deemed to be other than on account of the earliest stipulated rent or other charges nor shall any statement on a check or any letter accompanying a payment of rent or other charges be deemed an accord and satisfaction. Landlord may accept payment without prejudice to Landlord's right to recover the balance of Rent or other charges or pursue any remedy in this Lease.

19.5 Partial Invalidity, Governing Law. If any covenant, condition, provision, term or agreement of this Lease shall, to any extent, be held invalid or unenforceable, the remaining covenants, conditions, provisions, terms and agreements of this Lease or the application of such covenant, condition, provision, term or agreement to persons or circumstances other than to which it is held invalid or unenforceable, shall not be affected, but each covenant, condition, provision, term or agreement of this Lease shall be valid and in force to the fullest extent permitted by law. This Lease shall be construed and be enforceable in accordance with the internal laws of the State of Wisconsin without application of conflicts of law.

19.6 Successors. The covenants and agreements contained in this Lease shall bind and inure to the benefit of Landlord, its representatives, successors and assigns, and Tenant and its representatives, permitted successors and assigns.

19.7 Captions. The caption of each article of this Lease is for convenience and reference only, and in no way defines, limits or describes the scope or intent of such article or of this Lease.

19.8 No Joint Venture. This Lease does not create the relationship of principal and agent, or of partnership, joint venture, or of any association or relationship between Landlord and Tenant, the sole relationship between Landlord and Tenant being that of landlord and tenant under this Lease.

19.9 Entire Agreement. This Lease contains the entire agreement between the parties and supersedes all prior and contemporaneous representations, covenants, warranties and agreements, if any, made by the Landlord. This Lease shall not be modified or amended in any manner except by an instrument in writing executed by the then current parties to this Lease.

19.10 No Surrender. No surrender by Tenant to Landlord of this Lease or of all or any portion of the Premises, or any interest in the Premises, prior to the expiration of the Term shall be valid or effective unless agreed to and accepted in writing by Landlord and any lender with a lien on Tenant's interests in this Lease or any portion of the Premises, and no act or omission by Landlord or any representative or agent of Landlord, other than such a written acceptance by Landlord and such Tenant lender, as set forth above, shall constitute an acceptance of any such surrender.

19.11 Time. Time is of the essence of this Lease, and all provisions in this Lease relating to this Lease shall be strictly construed.

19.12 Exculpatory Provision. In case of default under this Lease by Landlord, Tenant shall provide Landlord notice of such default and permit Landlord to cure such default within ninety (90) calendar days of the date of such notice. Tenant shall look solely to the interests of Landlord in the Premises and the rents derived from the Premises; and Landlord shall not have any personal liability to pay any indebtedness accruing under this Lease or to perform any covenant, either express or implied, in this Lease contained; and that no personal liability or personal responsibility of any sort is assumed by, nor shall at any time be asserted or enforceable against, Landlord or any of Landlord's officers, agents or employees on account of this Lease or on account of any representation, warranty, covenant, undertaking or agreement of Landlord contained in this Lease, either express or implied, all such personal liability, if any, being expressly waived and released by Tenant and by all persons claiming by, through or under Tenant.

19.13 Immunity. Nothing contained in this Lease constitutes a waiver of any immunity available to the Landlord under applicable law.

19.14 Execution. The submission of this Lease for examination does not constitute an offer to lease, or a reservation of, or option for, the Premises and this Lease becomes effective and binding only upon the execution and delivery hereof by both Landlord and Tenant. Tenant confirms that Landlord has made no representations or promises with respect to the Premises or the making or entry into of this Lease except as are expressly set forth herein, and agrees that no claim or liability shall be asserted by Tenant against Landlord for, and Landlord shall not be liable by reason of, breach of any representations, or promises not expressly stated in this Lease.

19.15 Recording of a Memorandum of this Lease Permitted. On the Commencement Date, Landlord and Tenant, upon the request of either party, shall execute a

Memorandum of Lease in a form approved for recording by the laws of the State of Wisconsin. Either party, at its cost, shall be entitled to record the Memorandum of Lease in the Office of the Register of Deeds for Sheboygan County, Wisconsin.

19.16 Force Majeure. If any party is delayed or prevented from timely performing any act required under this Lease by reason of extraordinary and uncommon matters beyond the reasonable control of the party obligated to perform, including (but not limited to) fire, earthquake, war, terrorist act, pandemic, epidemic, flood, riot, strike, lockout, supply shortages, freight embargo, power outages, extreme weather or other similar causes or acts of God, such act shall be excused for the period of such delay, and the time for the performance of any such act shall be extended for a period equivalent to such delay; provided, however, that the time for performance shall not be extended by more than ninety (90) calendar days unless agreed to in writing by the parties hereto.

19.17 Counterparts. This Lease may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any of the parties hereto may execute this Lease by signing any such counterpart.

19.18 Email and Facsimile Signatures. Signatures received by email or facsimile submission or by DocuSign or any other electronic signature platform shall be deemed to be original signatures.

[Signature page follows]

IN WITNESS WHEREOF, the parties have executed this Lease as of the Effective Date.

**LANDLORD:**

**CITY OF SHEBOYGAN, WISCONSIN**

By: \_\_\_\_\_  
Name: Ryan Sorenson, City Mayor

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

STATE OF WISCONSIN    )  
  )I  
SHEBOYGAN COUNTY    )

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 2026, the above named Ryan Sorenson and Meredith DeBruin, the City Mayor and City Clerk of the City of Sheboygan, respectively, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
Notary Public, Wisconsin  
My commission \_\_\_\_\_

TENANT:

\_\_\_\_\_  
David J. Schleicher, an individual

STATE OF WISCONSIN    )  
  )  
\_\_\_\_\_ COUNTY    )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2026, the above named David J. Schleicher, to me known to be the person who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
Notary Public, Wisconsin  
My commission \_\_\_\_\_

**EXHIBIT A – PREMISES**



Sheboygan County, Wisconsin

Shares: 100% David Schleicher,  
Entire Tract: NI  
All: Corn-YEL-GR, Soybeans-COM-GR,  
Wheat-SRW-GR, Alfalfa-FG, Oats-SPR-GR  
\*\*Unless otherwise labeled



- Cropland
- PLSS
- Non-Cropland
- Tract Boundary
- Wetland Determination Identifiers**
- Restricted Use
- Limited Restrictions
- Exempt from Conservation
- Compliance Provisions

RECEIVED

JUN 20 2025

SHEBOYGAN CO FSA

2025 Program Year  
Map Created March 03, 2025

Farm 14960  
Tract 32193

Tract Cropland Total: 43.21 acres

United States Department of Agriculture (USDA) Farm Service Agency (FSA) maps are for FSA Program administration only. This map does not represent a legal survey or reflect actual ownership; rather it depicts the information provided directly from the producer and/or National Agricultural Imagery Program (NAIP) imagery. The producer accepts the data 'as is' and assumes all risks associated with its use. USDA-FSA assumes no responsibility for actual or consequential damage incurred as a result of any user's reliance on this data outside FSA Programs. Wetland identifiers do not represent the size, shape, or specific determination of the area. Refer to your original determination (CPA-026 and attached maps) for exact boundaries and determinations or contact USDA Natural Resources Conservation Service (NRCS).

**CITY OF SHEBOYGAN  
RESOLUTION 18-26-27**

**BY ALDERPERSONS DEKKER AND KELLY.**

**MAY 11, 2026.**

A RESOLUTION approving a Purchase Agreement with Traffic and Parking Control Co, LLC for Twenty (20) McCain Flex TS2 Type 2 EPAC D Traffic Signal Controllers.

WHEREAS, the City of Sheboygan has requested quotes from local vendors for the purchase and installation of twenty traffic signal controllers to replace existing controllers; and

WHEREAS, the lowest quote received was from Traffic and Parking Control Co, LLC for \$73,200.00; and

WHEREAS, the City's Purchasing Agent has reviewed the quotes and determined that the low quote meets project specifications and standards; and

WHEREAS, the City of Sheboygan's Department of Public Works is making improvements to the City's traffic signal system by replacing existing problematic traffic signal controllers with updated controllers that will provide increased reliability, reduced annual repair costs and increased capabilities that will be compatible with existing radio equipment; and

WHEREAS, pursuant to Res. No. 486-93-94, a Declaration of Intent to reimburse expenditures related to this project has been completed.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are hereby authorized to enter into the attached purchasing agreement with Traffic and Parking Control Co. LLC for supplying said traffic signal controllers.

BE IT FURTHER RESOLVED: That the Finance Director is hereby authorized and directed to draw funds from Acct. No. 400300-659100 (Capital Projects Fund - Public Works - Other Equipment), upon the agreement being fully executed by all parties, to pay for the equipment pursuant to the agreement.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

\_\_\_\_\_.

Presiding Officer

Attest

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

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



Safe travels:

Traffic and Parking Control Co., LLC  
5100 West Brown Deer Rd  
Brown Deer, WI 53223  
United States of America  
Phone No.:800-236-0112  
E-Mail: Tapcosales@tapconet.com

SALES QUOTE Item 17.

**SALES QUOTE DATE**

3/11/2026

**SALES QUOTE NUMBER**

Q26004182

**CUSTOMER NO.**

C331

Page: 1

**BILL TO**

City of Sheboygan  
CityAcctsPay@sheboyganwi.gov  
828 Center Ave  
Finance Dept  
Sheboygan, WI 53081-4442  
United States of America

**SHIP TO**

City of Sheboygan  
Department of Public Works  
Sheboygan, WI 53081-4442  
United States of America

Ext. Document No.	SHIP VIA	TERMS	SALESPERSON	VALID UNTIL
MCCAIN 1	BEST RATE Free Shipping	Net 30 DAYS	Rick Kline	5/27/2026

Item/Description	U/M	Quantity	Unit Price	Total Price
150958 McCain Flex TS2 Type 2 EPAC D	Each	20	3,660.00	73,200.00

<b>Subtotal:</b>	<b>73200.00</b>
Invoice Discount:	0.00
Total Sales Tax:	0.00
<b>Total:</b>	<b>73,200.00</b>

All prices are listed in US Dollar (USD)  
For terms and conditions, please visit <https://www.tapconet.com/terms-conditions>

CITY OF SHEBOYGAN  
RESOLUTION 15-26-27

BY ALDERPERSONS MITCHELL AND PERRELLA.

MAY 11, 2026.

A RESOLUTION adopting the City of Sheboygan Travel Expense Policy.

RESOLVED: That the attached policy is hereby adopted. Any previous adopted policy or parts thereof in conflict with the provisions of this policy is repealed to the extent of such conflict.

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 Travel Expense Policy

### Purpose

The City of Sheboygan allows staff to travel on City expense when such travel benefits the City, when it is pre-approved by the appropriate individual, and when it is within the Council-allocated budget. The purpose of this policy is to establish clear guidelines regarding staff travel, including day trips, overnight bus trips, and flying trips, during which staff represent the City of Sheboygan.

This policy is not expected to cover every possible situation. It will be the City Administrator's responsibility, in consultation with the Finance Director and City Attorney, to interpret and apply this policy. The term "employee" is interchangeable with the term "staff."

The City does not distinguish between general travel and travel for training purposes for reimbursement purposes.

### Authorization

Travel is authorized by department heads based on funds allocated by the Common Council through the budget process. For travel related to the Mayor's International Committee, travel is authorized by the Mayor based on funds received by the Mayor's International Committee and deposited into a Special Revenue Fund.

### Reimbursement

Those traveling on the City's behalf are expected to exercise good judgment and fiscal responsibility when incurring travel costs. Necessary and reasonable expenses related to approved travel shall be subject to reimbursement pursuant to this Policy. Reimbursement requests shall be made via the City's Travel Expense Form, provided by the Finance Department. Such form may be updated periodically. Reimbursement requests shall be completed and submitted to the approving individual within thirty calendar days from the date employee/volunteer returns to the City of Sheboygan. Receipts shall be provided whenever possible. Cash advances will not be granted unless pre-approved by the approving individual, the Comptroller, and the City Administrator. When using a City-issued credit card for approved expenses, the employee shall not be entitled to personal reimbursement. However, when a City-issued credit card is used for unapproved expenses, the employee shall reimburse the City within ten business days after the expense was incurred. Regardless whether a City-issued credit card is used for travel-related expenses, the employee shall submit a travel expense form on a form provided by the Finance Department.

### Reimbursable Expenses

Vehicle Travel Expenses. When a department has City-owned vehicle(s) available for employee use, the employee is encouraged to use such vehicle for City-related business travel. The employee should obtain their supervisor's permission prior to using the City-owned vehicle. If the City-owned vehicle is not available or not well-suited for the employee's needs, the employee should obtain their supervisor's permission to use a personal vehicle for City-related business travel if they intend to request mileage reimbursement. When traveling by personal vehicle, reimbursement for mileage shall be at the standard rate per mile allowed by the Internal Revenue Service based upon actual mileage as measured by an online navigation system such as Google Maps or MapQuest, except that when an employee uses a personal vehicle by choice despite a City-owned vehicle being available and suitable, the mileage reimbursement rate shall be the standard GSA rate for personal vehicles when government vehicle are available. Necessary parking and toll expenses will also be reimbursed in full. When travel by air (coach class) is less expensive than vehicular travel and where vehicular travel requires six or more hours of driving time, reimbursement will be based upon the cost of air fare.

### Vehicle Policies

Adopted (date)

When operating a personal vehicle, the employee's automobile insurance will be primary and such expense is not reimbursable. Employees are expected to maintain adequate insurance coverage for their personal vehicles consistent with Wisconsin law. When traveling by City vehicle for City business, the City's automobile insurance shall be primary and the employee shall not be entitled to mileage reimbursement. City-owned vehicles shall not be used for personal business unless de minimis in nature.

The employee is responsible for following all traffic laws and regulations when operating a vehicle, whether personal or City-owned, for business purposes. Employees are expected to maintain absolute sobriety when operating City-owned vehicles. Traffic citations, parking tickets, vehicle maintenance, etc., are not reimbursable. Employees may not use personal electronic devices such as cell phones, while driving a City-owned vehicle unless such use is via hands-free device.

Passengers may be allowed within a City-owned vehicle subject to supervisor approval and upon completion of a ride-along waiver. Minor children are not allowed as passenger in a City-owned vehicle unless accompanied by a parent or legal guardian.

Rental vehicle expenses may be reimbursed when reasonable and necessary to support the purpose of the travel. Employees traveling to the same conference are encouraged to share rental vehicles, when practicable. Employees should accept auto physical damage and auto liability insurance from the rental company. Such insurance is a reimbursable expense.

Air Travel Expenses. Air fare expenses will be reimbursed in full at the coach class rate. Airport parking expenses are reimbursable when such expense is supported by a receipt. Flight reservations should be made as early as practicable to take advantage of rate discounts. Up to one carry on and one checked bag shall be reimbursed in full, unless additional expenses are pre-approved by the department head. Waiting time, such as at airport security or check-in, is compensable when occurring during normal work hours.

Taxis/ Ride-Share/ Public Transportation Expenses. When traveling by public transportation, taxi, or ride-share is less expensive or more practical than traveling by air or vehicle, such expenses will be reimbursed in full. Efforts should be made to utilize the most cost-effective ticket for the trip. For instance, where a trip includes rail travel over several days and a discounted rate applies to multi-day tickets, multi-day tickets should be purchased instead of multiple, single-ride tickets. Employees are expected to exercise fiscally prudent judgment when choosing a taxi or ride-share over public transportation. Tips are reimbursable up to 20% of the fare.

Meals. Employees are encouraged to use their City-issued credit card for meal purchases. For meals purchased without a City-issued credit card, reimbursements will be made at the standard meal allowance, as established by the United States Government Services Administration Rates applicable to the location(s). Using the standard meal allowance requires records to prove the time, place, and business purpose of the travel. Meals outside of approved travel days or times will not be reimbursed. Reimbursement for meals is allowed on trips that do not necessitate an overnight stay pursuant to the following conditions and only if reasonable travel time is required:

Breakfast: Employee leaves their home before 7:00 a.m.

Lunch: Employee leaves their workplace before 10:30 a.m. and returns after 2:00 p.m.

Dinner: Employee arrives back at home or the workplace after 6:00 p.m.

Federal Internal Revenue Service regulations require employees to report, as income, certain meal expenses reimbursed by the employer for trips not involving an overnight stay. Alcohol beverage expenses are not reimbursable.

Lodging. The City will reimburse employees for overnight accommodations when travel extends beyond a single day and when the employee is traveling beyond 50 miles from the workplace. Department heads may allow deviations to this policy when the start or end time of an employee's training or travel purpose discourages safe travel. All overnight stays must be pre-approved by the employee's department head. When available, employees should take advantage of discounts for government entities or through conference booking. The City will not reimburse for sales tax, except when the lodging jurisdiction legally imposes sales tax on such travel, so employees are strongly encouraged to present proof to the lodging place that such purpose should qualify for tax exemption. Employees will not be required to share a lodging room with another employee but may choose to do so if the employee(s) prefer. In cases where shared lodging rooms is necessary for budgetary purposes or facility availability, such expectation will be clearly communicated prior to registration and employees will have the option whether to participate. Reimbursement will be limited to the single room rate. If employees share a room, the reimbursement rate may be divided equally but not in excess of the maximum permitted for each employee had each stayed in a single room.

#### Miscellaneous Expenses.

Internet. Reasonable charges for internet access for business use are acceptable.

Gratuities. Meal tips are included in the meal allowance.

Personal Expenses and Travel. In some cases, an employee may extend a trip beyond the business purpose or may commingle business with personal during travel. Such behavior is not discouraged as long as it is preapproved by the department head. All personal expenses incurred are the employee's responsibility.

Personal Travel Companions. Employees may be accompanied by a companion while on official City business. A travel companion's expenses are not reimbursable and any costs incurred jointly will be reimbursed at the individual or single rate. Employees may not travel by City-owned vehicle when travel companions accompany the employee on a particular trip.

#### Visas, Identification, Vaccinations and Insurance

Visas, passports or real IDs may be required in connection with a trip. Employees are responsible for ensuring these documents are timely available for each trip. Visas, passports, and real ID expenses may be reimbursed from the department's budget upon pre-approval if the travel is required by the employee's work. When vaccinations are recommended, such expenses may be reimbursed from the department's budget upon pre-approval. Employees may undertake vaccinations at personal expense if City reimbursement is not approved. Employees are responsible for obtaining and paying for travel medical and/or trip insurance needs that arise during travel.

Non-Employee/ Volunteer Travel. Non-employees invited to travel for the City may be entitled to reimbursement subject to the written, pre-approved reimbursement policy applicable to the travel. The traveler should provide original receipts for all expenses incurred and is expected to follow the policies applicable to employees while traveling for business. The same reimbursement limits apply to non-employee expenses. Non-employees invited to travel for the City will be required to complete the Volunteer Application and Waiver, and consent to a criminal background check prior to being authorized to participate in the travel.

Travel Pay. Employees who are subject to the hourly provisions of the Fair Labor Standards Act (“FLSA”) may be eligible for pay while in travel status. For a determination of whether an employee is eligible for such travel pay, please contact the City Attorney’s Office directly. Professional, executive, and administrative employees who have been determined to be exempt from the FLSA are not eligible for travel pay outside of normally scheduled days and hours.

FLSA-eligible employees are eligible for travel pay as follows:

- Travel time to the primary work location or to an alternate local training/work site is not paid time. This is personal commute time. Paid time begins at the established start time/location for that day.
- Travel outside of the area for a single day is paid as work time for the duration of the travel from home/the office to the destination, for the duration of the event triggering such travel, and for the duration of the travel from the destination to the office, or, if reporting directly home after the event, from the destination to home. When employees carpool, each employee is eligible for travel pay as if the employee is driving.
- Travel outside of the area with an overnight stay may be considered work time when the travel is for business purposes for the City’s benefit. For example, when an employee has traveled outside of the area for a multi-day conference, the employee is eligible for travel pay during normal work hours regardless of the day of the week, and also when engaged in work activities regardless whether during or outside of normal work hours. For example, an employee regularly scheduled to work on Mondays and Tuesdays from 8:00 a.m. to 4:30 p.m. who attends a conference in Illinois on Monday and Tuesday where the conference itself runs from 9:00 a.m. to 6:00 p.m. is eligible for travel pay for travel from home to the conference and from the conference to home during normal work hours and for the entire conference attendance time of 9:00 a.m. to 6:00 p.m. Upon arrival, time spent commuting between the hotel, restaurant or lodging, and the conference worksite is a normal commute and not paid time.
- Travel time in passenger status outside of normal working hours is not considered work time unless the employee is engaged in work activities during such travel. When employees carpool, each employee is eligible for travel pay as if the employee is driving.

**CITY OF SHEBOYGAN  
RESOLUTION 11-26-27**

**BY ALDERPERSONS BOORSE AND HEIDEMANN.**

**MAY 11, 2026.**

A RESOLUTION authorizing the Purchasing Agent to issue purchase orders for a Battalion Chief Vehicle for the City of Sheboygan Fire Department.

WHEREAS, the Sheboygan Fire Department owns and operates two vehicles reserved for the use of the Battalion Chiefs in the course of their duties with the older of the two being a 2014 model pickup truck with cap; and

WHEREAS, funding for the purchase of a replacement vehicle was included in the budget for 2026 and the Fire Department has determined that the replacement vehicle should be a large SUV instead of a pickup truck; and

WHEREAS, state law and the City's Procurement Policy allows the City to join with other units of government in cooperative purchasing plans when the best interest of the City would be served; and

WHEREAS, the State of Wisconsin has a number of cooperative purchasing agreements, which municipalities may use to take advantage of competitive, pre-negotiated prices; and

WHEREAS, having reviewed the State of Wisconsin's cooperative purchasing agreements for the purchase of vehicles, City staff believes, and the Council agrees that this is the best procurement method for this purchase; and

WHEREAS, the Fire Department has indicated a need for some additional upgrades to the new vehicle including additional emergency lighting, vinyl graphics, a radio control console etc. and has obtained a quote for same from a provider of these goods and services; and

WHEREAS, once the vehicle has been received and made ready for service, it is the intention of the Fire Department to retain the current vehicle in its fleet.

NOW, THEREFORE, BE IT RESOLVED: That the Purchasing Agent is authorized to issue a Purchase Order to Ewald Chevrolet of Oconomowoc, Wisconsin, in the amount of \$55,746.50, including license and title fees, and Pomasl Fire Equipment of Antigo, for the provision and installation of emergency lighting, vinyl graphics, and other equipment necessary to the Fire Department, in the amount of \$23,720.00, for a total cost of \$79,466.50, for the purchase of the vehicle and related equipment.

BE IT FURTHER RESOLVED: That the Council understands that these Purchase Orders will be subject to the terms and conditions set forth in the State of Wisconsin's cooperative purchase agreement (Contract Number 505ENT-M25-VEHICLES-00), a copy of which is available at [vendornet.wi.gov](http://vendornet.wi.gov).

BE IT FURTHER RESOLVED: That the appropriate City Officials are hereby authorized to draw funds in the amount of \$79,466.50, which includes license and title fees, from the 2026 Capital Project Fund – Public Safety Vehicles Account No. 400200-651100 for the purchase of the vehicle, equipment, and the associated license and title fees.

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

1918 Neva Road, PO Box 267  
Antigo, WI 54409  
800.686.6886 or 715.623.7454  
fax: 715.627.7504



dan@pomasl.com  
kevin@pomasl.com  
www.pomasl.com

Item 19.

April 23, 2026

Sheboygan Fire Department  
1326 N. 25<sup>th</sup> Street  
Sheboygan, WI 53081

### Proposal for 2026 Chevy Tahoe Upfit

We are proud to present our **Proposal** to upfit a 2026 Chevy Tahoe per the verbiage below.

---

#### **Chassis:**

City of Sheboygan FD will supply Current year Chevy Tahoe PPV with the specifications that were provided with Pomasl Fire Equipment.

#### **Graphics:**

Graphics are not included in the final price.

#### **Emergency Lighting and Siren:**

- (1) Whelen model C399, Whelen Core System with **DVI** and **Dimming**
- (1) Whelen model CCTL7, Control Head
- (1) Whelen model C399\*\*, OBDII Can Port for the chassis
- (2) Whelen model SA315U, 100-watt siren speaker
  - (2) Whelen SAK70, universal mounting bracket for the siren speaker behind the front grille
- (1) Whelen 54" Liberty II DUO WECANX LED light bar, smoked lenses – 360-degree light bar
  - Red/white LED modules to front
  - (2) LED white take-down lights to front
  - White LED modules to sides as Alley Lights
  - Red/Green LED corner modules.
  - Red/amber LED rear modules
  - Center Opticom Strobe mounted in the light bar.
    - Mounting bracket for Tahoe chassis
- (12) Whelen model TSS0 T-Series LED warning lights with smoked lenses
  - (2) driver side – red/white over each fender
  - (2) passenger side – red/white over each fender
  - (2) rear bumper – red/amber/white
  - (2) rear inside hatch – red/Amber

Prompt, Courteous Service since 1939



1918 Neva Road, PO Box 267  
Antigo, WI 54409  
800.686.6886 or 715.623.7454  
fax: 715.627.7504



dan@pomasl.com  
kevin@pomasl.com  
www.pomasl.com

Item 19.

- (4) front grille – red/white
- (2) Whelen Outer Edge Rear Pillar
  - Includes (3) lights on each side.
  - Color to be red/Amber.
  
- Wiring, connectors, Blue Sea fuse blocks, fuses, etc. for installation
- Labor for installing all the above and programing the lighting pattern and functions per your request.

**Other Items to be Installed.**

- Havis model C-VSX-1800-TAH-PM-1 cab console to be supplied and installed between the front seats. The following will be included:
  - Faceplate for the Whelen CCTL7 control head
  - (3) Faceplates for the customer mobile radios
  
- Install Customer supplied Radios

**Warranties:**

The following warranties shall apply:

- Whelen Warning Lights - 10-year warranty
- Havis has a Limited Lifetime Warranty
- 1-year warranty for installation workmanship and quality

**\$ 23,720.00 Total** for above Chassis is upfitted with above items.

---

---

**Payment Terms:**

A 20% down payment will be required at the time of order. Once a signed purchase agreement is signed, an invoice will be sent for 20% of the proposal price will be sent.

The balance will be due to the final delivery.

---

---

**Lead Time:**

Prompt, Courteous Service since 1939



1918 Neva Road, PO Box 267  
Antigo, WI 54409  
800.686.6886 or 715.623.7454  
fax: 715.627.7504



dan@pomasl.com  
kevin@pomasl.com  
www.pomasl.com

Item 19.

Once we start the project, we anticipate needing 14 to 18 working days to complete the installation not including graphics.

---

If you have any questions or concerns, please do not hesitate to reach out to me anytime day or evening on my cell phone at 715-216-2357 or anytime via [rlynch@pomasl.com](mailto:rlynch@pomasl.com).

Sincerely,  
Ryan Lynch

Ryan Lynch  
Pomasl Fire Equipment, Inc.

Prompt, Courteous Service since 1939





**Ewald Automotive Group**

Scott Kussow | 262-567-5555 | skfleet@ewaldauto.com

Item 19.

# Sheboygan Fire Dept

**Prepared For: Bernard Rammer**

(920) 459-3469

bernard.rammer@sheboyganwi.gov

Vehicle: [Fleet] 2026 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial





# Ewald Automotive Group

Scott Kussow | 262-567-5555 | skfleet@ewaldauto.com

Item 19.

Vehicle: [Fleet] 2026 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (✔ Complete)

## Quote Worksheet

	<b>MSRP</b>
Base Price	\$57,500.00
Dest Charge	\$2,795.00
Total Options	\$1,486.50
<b>Subtotal</b>	<b>\$61,781.50</b>
<b>Subtotal Pre-Tax Adjustments</b>	<b>\$0.00</b>
Less Customer Discount	(\$6,035.00)
<b>Subtotal Discount</b>	<b>(\$6,035.00)</b>
Trade-In	\$0.00
<b>Subtotal Trade-In</b>	<b>\$0.00</b>
<b>Taxable Price</b>	<b>\$55,746.50</b>
Sales Tax	\$0.00
<b>Subtotal Taxes</b>	<b>\$0.00</b>
<b>Subtotal Post-Tax Adjustments</b>	<b>\$0.00</b>
<b>Total Sales Price</b>	<b>\$55,746.50</b>

### Comments:

2026 Chevrolet Tahoe PPV 4wd revised again to your specs as detailed. Registration fees are included. Delivery cannot be anticipated due to current market conditions.

FINAL ORDER DATE 5/29/26, OR SOONER!

\_\_\_\_\_  
Dealer Signature / Date

\_\_\_\_\_  
Customer Signature / Date

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 28306. Data Updated: Apr 22, 2026 1:53:00 AM UTC.



Vehicle: [Fleet] 2026 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial ( Complete )

## Standard Equipment

### Mechanical

Engine, 5.3L EcoTec3 V8 with Dynamic Fuel Management, Direct Injection and Variable Valve Timing, includes aluminum block construction (355 hp [265 kW] @ 5600 rpm, 383 lb-ft of torque [518 Nm] @ 4100 rpm) (STD)

Transmission, 10-speed automatic electronically controlled with overdrive, includes Traction Select System including tow/haul (STD)

Rear axle, 3.23 ratio

Suspension, Premium Smooth Ride (STD)

GVWR, 7600 lbs. (3447 kg) (4WD models only.) (STD)

Keyless start, push button

Automatic Stop/Start (Not available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)

Engine control, stop/start system disable button, non-latching

Engine air filtration monitor

Fuel, gasoline, E15

Transfer case, active, single-speed, electronic Autotrac does not include neutral. Cannot be dinghy towed

Differential, mechanical limited-slip

4-wheel drive

Air filter, heavy-duty

Cooling, external engine oil cooler, heavy-duty air-to-oil integral to driver side of radiator

Cooling, auxiliary transmission oil cooler, heavy-duty air-to-oil

Battery, 730 cold-cranking amps with 80 amp hour rating (Not available with (9C1) Police Package or (5W4) Special Service Package.)

Alternator, 220 amps (Not available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)

Trailer equipment includes trailering hitch platform, 7-wire harness with independent fused trailering circuits mated to a 7-way connector and 2" trailering receiver

Trailer sway control (Not available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)

Hitch Guidance

Suspension, front coil-over-shock with stabilizer bar (Not available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)

Suspension, rear multi-link with coil springs (Not available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)

Steering, power

Brakes, 4-wheel antilock, 4-wheel disc with DURALIFE rotors (Not available with (9C1) Police Vehicle.)

Exhaust, single system, single-outlet

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 28306. Data Updated: Apr 22, 2026 1:53:00 AM UTC.



Vehicle: [Fleet] 2026 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial ( Complete )

## Mechanical

Mechanical Jack with tools

## Exterior

Wheels, 18" x 8.5" (45.7 cm x 21.6 cm) Bright Silver painted aluminum (STD)

Tires, 265/65R18SL all-season, blackwall (Standard with (RCV) 18" Bright Silver painted aluminum wheels only.) (STD)

Wheel, full-size spare, 17" (43.2 cm) steel (Not available with (9C1) Police Vehicle.)

Tire, spare P265/70R17 all-season, blackwall (Not available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)

Tire carrier, lockable outside spare, winch-type mounted under frame at rear

Active aero shutters, upper (Not available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)

Fascia, front (Not available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)

Luggage rack side rails, roof-mounted, Black, standard (Available with (5W4) Special Services Vehicle.)

Assist steps, Black

IntelliBeam, automatic high beam on/off (Deleted when (9C1) Police Vehicle is ordered.)

Headlamps, LED

Tail lamps, LED

Mirrors, outside heated power-adjustable, manual-folding, body-color

Mirror caps, body-color

Glass, deep-tinted (all windows, except light-tinted glass on windshield and driver- and front passenger-side glass)

Glass, acoustic, laminated

Glass, windshield shade band

Windshield, solar absorbing

Wipers, front intermittent, Rainsense

Wiper, rear intermittent with washer

Door handles, body-color

Liftgate, rear manual

## Entertainment

Audio system, 17.7" diagonal advanced color LCD display with Google built-in compatibility (select service plan required, terms and limitations apply), including navigation capability, connected apps, personalized profiles for each driver's settings, Natural Voice Recognition and Phone Integration (STD)

Audio system feature, 6-speaker system

Bluetooth for phone personal cell phone connectivity to vehicle audio system

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 28306. Data Updated: Apr 22, 2026 1:53:00 AM UTC.



Vehicle: [Fleet] 2026 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (✔ Complete)

## Entertainment

- 5G Wi-Fi Hotspot capable (Requires (UE1) OnStar. Terms and limitations apply. See onstar.com or dealer for details.)
- Wi-Fi Hotspot capable (Requires (UE1) OnStar. Terms and limitations apply. See onstar.com or dealer for details.)
- SiriusXM, delete
- Wireless Apple CarPlay/Wireless Android Auto

## Interior

- Seats, front 40/20/40 split-bench (STD)
- Seat trim, cloth
- Seat adjuster, driver 8-way power
- Seat adjuster, front passenger 6-way power
- Seat adjuster, driver 2-way power lumbar
- Seat adjuster, front passenger 2-way power lumbar
- Seats, second row 60/40 split-folding bench, manual
- Seats, third row 60/40 split-folding bench, manual (Not available with (9C1) Police Package or (5W4) Special Service Package.)
- Floor covering, Black rubberized vinyl (Deleted when (B30) floor covering is ordered.)
- Electronic Precision Shift
- Steering column lock, electrical
- Steering column, manual tilt and telescopic
- Steering wheel, vinyl
- Steering wheel controls, mounted audio, Driver Information Center, Adaptive Cruise Control, Forward Collision Alert following gap button and heated steering wheel (when equipped)
- Driver Information Center, 11" diagonal multi-color digital display
- Door locks, power programmable with lockout protection. Auto Lockout is disabled on driver door.
- Keyless Open includes extended range Remote Keyless Entry
- Window, power with driver Express-Up/Down
- Window, power with front passenger Express-Up/Down
- Windows, power with rear Express-Down
- Adaptive Cruise Control (Not available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)
- Universal Vehicle Module
- Theft-deterrent system, electrical, unauthorized entry

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 28306. Data Updated: Apr 22, 2026 1:53:00 AM UTC.



Vehicle: [Fleet] 2026 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial ( Complete )

## Interior

USB ports, 2 type-A and C, charge and data, located on front console

USB ports, 2 type-C, charge-only, located in third row

Air conditioning, tri-zone automatic climate control with individual climate settings for driver, right front passenger and rear seat occupants

Air conditioning, rear

Defogger, rear-window electric

Power outlets, 2, 120-volt, located on the rear of the center console and rear cargo area (NOTE: When ordered with (9C1) Police Package or (5W4) Special Service Package, the location of the outlets will change from the rear of the center console to the rear of the center seat.)

Mirror, inside rearview manual day/night

Visors, driver and front passenger illuminated vanity mirrors, sliding

Assist handles, overhead, driver and front passenger, located in headliner

Assist handles, front passenger A-pillar and second row outboard B-pillar

Lighting, interior with dome light, driver- and passenger-side door switch with delayed entry feature, cargo lights, door handle or Remote Keyless Entry-activated illuminated entry and map lights in front and second seat positions

Cargo management system (Not available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)

Chevrolet Connected Access capable (Subject to terms. See onstar.com or dealer for details.) (Not available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)

## Safety-Mechanical

Front Pedestrian and Bicyclist Braking (Deleted when (9C1) Police Vehicle is ordered.)

Intersection Automatic Emergency Braking intersection alert, braking (Deleted when (9C1) Police Vehicle is ordered.)

Enhanced Automatic Emergency Braking (Not available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)

Reverse Automatic Braking (Not available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)

StabiliTrak, stability control system with brake assist, includes traction control

## Safety-Interior

Airbags, Frontal airbags for driver and front outboard passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for all rows in outboard seating positions (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

Front outboard Passenger Sensing System for frontal outboard passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

Hill Start Assist (Not available with (9C1) Police Vehicle or (5W4) Special Services Vehicle.)

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 28306. Data Updated: Apr 22, 2026 1:53:00 AM UTC.



Vehicle: [Fleet] 2026 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (✔ Complete)

## Safety-Interior

OnStar Services capable (On 4WD model, deleted when (UDA) OnStar deactivated is ordered. See onstar.com for details and limitations. Services vary by model. Service plan required.)

Enhanced Automatic Parking Assist (Not available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)

HD Surround Vision

Rear Camera Washer

Rear Cross Traffic Braking (Deleted when (9C1) Police Vehicle is ordered.)

Rear Pedestrian Alert

Side Bicyclist Alert (Deleted when (9C1) Police Vehicle is ordered.)

Forward Collision Alert (Deleted when (9C1) Police Vehicle is ordered.)

Safety Alert Seat (Not available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)

Rear Seat Reminder

Buckle to Drive prevents vehicle from being shifted out of Park until driver seat belt is fastened; times out after 20 seconds and encourages seat belt use, can be turned on and off in Settings or Teen Driver menu (Defaulted off. Feature can be turned on in the infotainment menu.)

Door locks, rear child security, manual

LATCH system (Lower Anchors and Tethers for CHildren), for child restraint seats lower anchors and top tethers located in all second-row seating positions, top tethers located in third row seating positions

Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver

Tire Pressure Monitoring System auto learn, includes Tire Fill Alert (does not apply to spare tire)

Warning tones headlamp on, driver and right-front passenger seat belt unfasten and turn signal on

OnStar Basics (OnStar Fleet Basics for Fleet) Drive confidently with core OnStar services including remote commands, built-in voice assistance, real-time traffic and navigation, and Automatic Crash Response to help if you're in need. (Requires (UE1) OnStar. OnStar Basics includes remote commands, Navigation, Voice Assistance, and Automatic Crash Response, for eligible vehicles with compatible software. OnStar Basics is standard for 8 years; OnStar plan, working electrical system, cell reception and GPS signal required. OnStar links to emergency services. Service coverage varies with conditions and location. Service availability, features and functionality vary by device and software version. See onstar.com for details and limitations.)

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 28306. Data Updated: Apr 22, 2026 1:53:00 AM UTC.



Vehicle: [Fleet] 2026 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (✔ Complete)

**WARRANTY**

Warranty Note: <<< Preliminary 2026 Warranty >>>  
Basic Years: 3  
Basic Miles/km: 36,000  
Drivetrain Years: 5  
Drivetrain Miles/km: 60,000  
Drivetrain Note: 3.0L & 6.0L Duramax® Turbo-Diesel engines, and certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles  
Corrosion Years (Rust-Through): 6  
Corrosion Years: 3  
Corrosion Miles/km (Rust-Through): 100,000  
Corrosion Miles/km: 36,000  
Roadside Assistance Years: 5  
Roadside Assistance Miles/km: 60,000  
Roadside Assistance Note: 3.0L & 6.0L Duramax® Turbo-Diesel engines, and certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles  
Maintenance Note: First Visit: 12 Months/12,000 Miles

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 28306. Data Updated: Apr 22, 2026 1:53:00 AM UTC.



# Ewald Automotive Group

Scott Kussow | 262-567-5555 | skfleet@ewaldauto.com

Item 19.

Vehicle: [Fleet] 2026 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial ( Complete )

## Selected Model and Options

MODEL		
CODE	MODEL	MSRP
CK10706	2026 Chevrolet Tahoe 4WD 4dr Commercial	\$57,500.00

COLORS	
CODE	DESCRIPTION
01U	Special Paint

SUSPENSION PKG		
CODE	DESCRIPTION	MSRP
Z56	Suspension Package, heavy-duty, police-rated. Full independent suspension with monotube dampers, linear coil springs, 35mm solid front stabilizer bar and 32mm hollow rear stabilizer bar (Included and only available with (9C1) Police Vehicle.)	Inc.

EMISSIONS		
CODE	DESCRIPTION	MSRP
FE9	Emissions, Federal requirements	\$0.00

ENGINE		
CODE	DESCRIPTION	MSRP
L84	Engine, 5.3L EcoTec3 V8 with Dynamic Fuel Management, Direct Injection and Variable Valve Timing, includes aluminum block construction (355 hp [265 kW] @ 5600 rpm, 383 lb-ft of torque [518 Nm] @ 4100 rpm) (STD)	\$0.00

TRANSMISSION		
CODE	DESCRIPTION	MSRP
MHU	Transmission, 10-speed automatic electronically controlled with overdrive, includes Traction Select System including tow/haul (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	Inc.

GVWR		
CODE	DESCRIPTION	MSRP
C6G	GVWR, 7600 lbs. (3447 kg) (4WD models only.) (STD)	\$0.00

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 28306. Data Updated: Apr 22, 2026 1:53:00 AM UTC.



# Ewald Automotive Group

Scott Kussow | 262-567-5555 | skfleet@ewaldauto.com

Item 19.

Vehicle: [Fleet] 2026 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial ( Complete )

## AXLE

CODE	DESCRIPTION	MSRP
GU5	Rear axle, 3.23 ratio	\$0.00

## PREFERRED EQUIPMENT GROUP

CODE	DESCRIPTION	MSRP
1FL	Commercial Preferred Equipment Group includes standard equipment	\$0.00

## WHEEL TYPE

CODE	DESCRIPTION	MSRP
NZV	Wheels, 20" x 9" (50.8 cm x 22.9 cm) machined aluminum with Charcoal pockets (Includes (XCI) 275/60R20SL all-season, blackwall tires unless (QAE) 275/60R20SL all-terrain, blackwall tires are ordered.)	\$350.00

## TIRES

CODE	DESCRIPTION	MSRP
XCS	Tires, 275/55R20SL all-season, blackwall, Firestone Firehawk Pursuit (Included and only available with (9C1) Police Vehicle.)	Inc.

## SEAT TYPE

CODE	DESCRIPTION	MSRP
AZ3	Seats, front 40/20/40 split-bench (STD)	\$0.00

## SEAT TRIM

CODE	DESCRIPTION	MSRP
H1T	Jet Black, Cloth seat trim (Requires (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	\$0.00

## RADIO

CODE	DESCRIPTION	MSRP
URW	Audio system, 17.7" diagonal advanced color LCD display with Google built-in compatibility (select service plan required, terms and limitations apply), including navigation capability, connected apps, personalized profiles for each driver's settings, Natural Voice Recognition and Phone Integration (STD)	\$0.00

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 28306. Data Updated: Apr 22, 2026 1:53:00 AM UTC.



# Ewald Automotive Group

Scott Kussow | 262-567-5555 | skfleet@ewaldauto.com

Item 19.

Vehicle: [Fleet] 2026 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial ( Complete )

## ADDITIONAL EQUIPMENT - PACKAGE

CODE	DESCRIPTION	MSRP
9C1	Identifier for Police Package Vehicle includes, (K47) heavy-duty air filter, (KX4) 250 amp high output alternator, (K6K) 760 cold-cranking amps auxiliary battery, electrical power & vehicle signals for customer connection located at the center front floor. Auxiliary battery circuit for customer connection located in the rear cargo area, (Z56) heavy-duty, police-rated suspension, (XCS) 275/55R20SL all-season tires, (RAV) 275/55R20 all-season spare tire, Police brakes, (RC1) front skid plate, (PXT) 20" steel wheels, Certified speedometer, SEO (5J3) Surveillance Mode interior lighting calibration, SEO (UT7) blunt cut cargo area and blunt cut console area ground wires, (V53) delete luggage rack side rails, deletes side doors and liftgate nameplate badging, and (ATD) third row seat delete) (Also includes (NP0) active single-speed transfer case.) *Upon selection of this option the base price will change*	\$0.00
AMF	Remote Keyless Entry Package includes 4 additional transmitters, NOTE: programming of remotes is at customer's expense. Programming remotes is not a warranty expense (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	Inc.

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 28306. Data Updated: Apr 22, 2026 1:53:00 AM UTC.



Vehicle: [Fleet] 2026 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial ( Complete )

### ADDITIONAL EQUIPMENT - MECHANICAL

CODE	DESCRIPTION	MSRP
5J9	Calibration, taillamp flasher, Red/White (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	Inc.
5LO	Calibration, taillamp flasher, Red/Red (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	Inc.
6J4	Wiring, horn and siren circuit (Requires (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	\$75.00
6J7	Flasher system, headlamp and taillamp, DRL compatible with control wire (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	Inc.
—	Capless Fuel Fill (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	Inc.
J55	Brake system, heavy duty with front Brembo calipers and 16" front rotors (Included and only available with (9C1) Police Package.)	Inc.
K3W	Battery, 900 cold-cranking amps with 95 amp hour rating (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	Inc.
K6K	Battery, auxiliary, 760 cold-cranking amps with 70 amp hour rating (packaged behind left rear cargo area panel) (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	Inc.
KX4	Alternator, 250 amps (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	Inc.
RC1	Skid plate, front (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	Inc.
T66	Wiring provision, for outside mirrors and cargo side mirrors (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	Inc.
UT7	Ground wires, blunt cut cargo area and blunt cut console area (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	Inc.
V03	Cooling system, extra capacity (Included and only available with (9C1) Police Vehicle.)	Inc.
V76	Recovery hooks, 2 front, frame-mounted, Black (Requires (9C1) Police Vehicle or (5W4) Special Service Vehicle. Required on all models going to Alaska, Guam, Hawaii, Puerto Rico and Virgin Islands. All Tahoe (9C1) and (5W4) vehicles include front fascia with recovery hook openings.)	Inc.
WX7	Wiring, auxiliary speaker. For upfitter connection to front door and windshield pillar speakers. (Requires (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	\$100.00

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 28306. Data Updated: Apr 22, 2026 1:53:00 AM UTC.



Vehicle: [Fleet] 2026 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial ( Complete )

### ADDITIONAL EQUIPMENT - EXTERIOR

CODE	DESCRIPTION	MSRP
01U	Special Paint	\$0.00
5T4	Special paint, Victory Red WA 9260 Victory Red painted parts will be front fascia, rear fascia, tailgate applique, liftgate handle and door handles. Black parts will be D-pillar applique, rear spoiler, mirrors, ultrasonic park assist sensors and OnStar antenna. (Requires SEO (TGK) special paint solid. Required with Victory Red special paint WA-9260.)	\$250.00
—	Exterior ornamentation delete (front & rear Chevrolet bowties will remain) (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	Inc.
RAV	Tire, spare 275/55R20 all-season, blackwall, Firestone Firehawk Pursuit (Included and only available with (9C1) Police Vehicle.)	Inc.
RNQ	Wheel, full-size spare, matching 20" (50.8 cm) steel wheel without center cap (Included and only available with (9C1) Police Vehicle.)	Inc.
TGK	Special Paint, one color Required with any special paint selection. Refer to individual special paint SEO codes for details on body colored non-sheet metal parts. (Requires (01U) Special Paint with any SEO paint selection. May require extra lead time and GM will require 5 orders before sending to the plant.)	\$0.00
V53	Luggage rack side rails, delete (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Package.)	Inc.
WUA	Fascia, front high-approach angle with recovery hook openings, but does not include hooks (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	Inc.

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 28306. Data Updated: Apr 22, 2026 1:53:00 AM UTC.



Vehicle: [Fleet] 2026 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial ( Complete )

### ADDITIONAL EQUIPMENT - INTERIOR

CODE	DESCRIPTION	MSRP
5J3	Calibration, Surveillance Mode interior lighting (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	Inc.
—	Instrumentation, analog with certified 140 mph speedometer, odometer with trip odometer, engine hour meter, fuel level, voltmeter, engine temperature, oil pressure and tachometer (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	Inc.
—	Power supply, 100-amp, auxiliary battery, rear electrical center (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	Inc.
—	Power supply, 120-amp, (4) 30-amp circuit, Primary battery, relay controlled, passenger compartment harness wiring (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	Inc.
—	Power supply, 50-amp, power supply, auxiliary battery, passenger compartment wiring harness (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	Inc.
—	Theft-deterrent system, vehicle, PASS-Key III (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	Inc.
ATD	Seat delete, third row passenger	Inc.
AX2	Key, unique (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	Inc.
B30	Floor covering, color-keyed carpeting in occupant area. When ordered with (9C1) Police Package or (5W4) Special Service Package, Horizontal surface of cargo area covered in black vinyl.	\$195.00
B58	Floor mats, color-keyed carpeted first and second row, removable (Requires and only available with (B30) color-keyed carpeting floor covering. Not available with any LPO floor mats or LPO floor liners.)	\$80.00
BCV	Lock control, driver side auto door lock disable (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	Inc.
BTV	Remote start (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	Inc.
K34	Cruise control, electronic with set and resume speed (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	Inc.
UN9	Radio Suppression Package, with ground straps (Requires (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	\$95.00
UUA	Display, automatic occupant sensing (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	Inc.
VZ2	Speedometer calibration (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	Inc.

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 28306. Data Updated: Apr 22, 2026 1:53:00 AM UTC.



# Ewald Automotive Group

Scott Kussow | 262-567-5555 | skfleet@ewaldauto.com

Item 19.

Vehicle: [Fleet] 2026 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial ( Complete )

### ADDITIONAL EQUIPMENT - SAFETY-INTERIOR

CODE	DESCRIPTION	MSRP
—	Active Hill Hold Assist (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	Inc.
—	Seat belts, 3-point, all seating positions (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	Inc.
UD7	Rear Parking Assist (Included and only available with (9C1) Police Vehicle and (5W4) Special Service Vehicle.)	Inc.

### ADDITIONAL EQUIPMENT - OTHER

CODE	DESCRIPTION	MSRP
—	Protected idle allows vehicle engine to remain idling and vehicle immobilized while FOB is outside vehicle (Included and only available (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	Inc.

### SHIP THRU CODES

CODE	DESCRIPTION	MSRP
VPV	Ship Thru, Produced in Arlington Assembly and shipped to Kerr Industries and onto Arlington Assembly (Included with SEO (6J8) White Left/White Right Whelen LED Lamp Package, SEO (6J9) Red Left/Red Right Whelen LED Lamp Package, SEO (6JE) Blue Left/Blue Right Whelen LED Lamp Package, SEO (6JG) Red Left/Blue Right Whelen LED Lamp Package, SEO (6C7) red and white front auxiliary dome lighting, SEO (6N6) door locks and handles, SEO (7X2) left- and right-hand spotlamps, SEO (7X3) left-hand spotlamp, SEO (T53) alternate flashing Red & Blue rear compartment lid warning lamps, SEO (UN9) Radio Suppression Package, SEO (6J3) grille lamps and siren speakers wiring, SEO (6J4) horn and siren circuit wiring and SEO (WX7) auxiliary speaker wiring.)	\$0.00

### CUSTOM EQUIPMENT

CODE	DESCRIPTION	MSRP
Delivery	Delivery from Oconomowoc to Sheboygan	\$116.00
Reg	Registration Fees (New Municipal Plates)	\$225.50
<b>Options Total</b>		<b>\$1,486.50</b>

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 28306. Data Updated: Apr 22, 2026 1:53:00 AM UTC.



# Ewald Automotive Group

Scott Kussow | 262-567-5555 | skfleet@ewaldauto.com

Item 19.

Vehicle: [Fleet] 2026 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (✔ Complete)

## Price Summary

PRICE SUMMARY		MSRP
Base Price		\$57,500.00
Total Options		\$1,486.50
Vehicle Subtotal		\$58,986.50
Destination Charge		\$2,795.00
<b>Grand Total</b>		<b>\$61,781.50</b>

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 28306. Data Updated: Apr 22, 2026 1:53:00 AM UTC.

CITY OF SHEBOYGAN  
RESOLUTION 17-26-27

BY ALDERPERSONS BOORSE AND HEIDEMANN.

MAY 11, 2026.

A RESOLUTION approving alcohol beverage/tobacco licenses.

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

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

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

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

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

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
3788	Sheboygan Hotel Group LLC (Americinn)	3664 S. Taylor Drive

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
3788	Sheboygan Hotel Group LLC (Americinn)	3664 S. Taylor Drive

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
3784	D’s Skipp’er Inn LLC (D’s Skipp’er Inn)	808 S. Broadway Avenue
3783	Harry’s Diner 2504 Inc. (Harry’s Diner)	2504 Calumet Drive

“CLASS B” LIQUOR LICENSE (June 30, 2027) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3784	D’s Skipp’er Inn LLC (D’s Skipp’er Inn)	808 S. Broadway Avenue
3783	Harry’s Diner 2504 Inc. (Harry’s Diner)	2504 Calumet Drive

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 16-26-27

BY ALDERPERSONS BOORSE AND HEIDEMANN.

MAY 11, 2026.

A RESOLUTION approving alcohol beverage/tobacco licenses.

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

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

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

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

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

CHANGE OF AGENT

Donna Beenen is replacing Melonie Kujawski-Pfeifer as agent effective immediately for Sheboygan Elks Lodge #229 located at 1943 Erie Avenue.

“CLASS A” LIQUOR LICENSE (June 30, 2027) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2765	PB32 Liquor Store Inc. (Jakes Liquor)	2019 S. Business Drive
3517	Union Asian Market LLC (Union Asian Market)	2022 S 17 <sup>th</sup> Street

2702	Oneguide Inc. (Tietz's Piggly Wiggly #331)	2905 N. 15 <sup>th</sup> Street
3214	Oneguide Inc. (Tietz's Piggly Wiggly #332)	3124 S. Business Drive
3132	Ultimate Mart LLC (Pick 'n Save #432)	1317 N. 25 <sup>th</sup> Street
3381	Meijer Stores Limited Partnership (Meijer #305)	924 N. Taylor Drive
2423	Wal-Mart Stores East LP (Walmart #1276)	3711 S. Taylor Drive

CLASS "A" BEER/"CLASS A" CIDER ONLY LICENSE (June 30, 2027) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2984	JAI Marketing LLC (Everest Enterprises)	1710 Indiana Avenue
3007	Ananda Marketing LLC (Tidy Store of Sheboygan)	810 N. 14 <sup>th</sup> Street
3490	Kasturi Marketing LLC (Union Avenue BP)	1208 Union Avenue
3586	BPB Convenience Stores LLC (J Mart 5)	1441 N. 26 <sup>th</sup> Street
3557	JAI Marketing LLC (J Mart 3)	2420 Calumet Drive
3243	Harbor Petroleum LLC (Harbor Petro)	905 Indiana Avenue
3668	Sheboygan Store LLC (Sheboygan Mobile)	3715 Washington Avenue
1193	Kwik Trip Inc. (Kwik Trip 361)	1618 Calumet Drive

1998	Kwik Trip Inc. (Kwik Trip #780)	2622 S. Business Drive
2920	Kwik Trip Inc. (Kwik Trip #873)	625 S. Taylor Drive
2763	Kwik Trip Inc. (Kwik Trip #897)	2033 North Avenue
2763	Kwik Trip Inc. (Kwik Trip #1138)	1526 Broadway Avenue

CLASS "A" BEER LICENSE (June 30, 2027) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3382	Meijer Stores Limited Partnership (Meijer Express #305)	902 N. Taylor Drive
2944	Lesley's Tax Service LLC (Lesley's Tax Service and Store)	1427 N. 8 <sup>th</sup> Street
2519	Adithi LLC (Northside Clark)	2709 N. 15 <sup>th</sup> Street
3476	Merarjot Investment LLC (Gill C-Store)	610 S. 14 <sup>th</sup> Street
1424	Walgreen Co. (Walgreens #06097)	3320 S. Business Drive
2088	Walgreen Co. (Walgreens #06570)	1029 N. 14 <sup>th</sup> Street
2601	Walgreen Co. (Walgreens #12020)	2702 Calumet Drive

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
2807	Sheboygan Columbus Institute (Knights of Columbus)	833 Center Avenue

3542	Cocina Mi Familia LLC (Cocina Mi Familia)	1423 Union Avenue
3444	SS North Star LLC (NorthStar)	3004 N. 8 <sup>th</sup> Street
3001	Ranieri LLC (Ranieri's Four of a Kind Bar & Grill)	811 Indiana Avenue
2030	Twelfth Parallel Inc. (Rewind)	1002 Michigan Avenue
1764	Mortimer's Pub LTD (Water Street Pub)	931 N. 12 <sup>th</sup> Street
2427	Urbane Hospitality LLC (Urbane)	1231 N. 8 <sup>th</sup> Street
1892	1909 Union Avenue Inc (The Northwestern House)	1909 Union Avenue
3583	Club Leon Bar and Grill LLC (Club Leon Bar and Grill)	933 Indiana Avenue
3186	Lehmann LLC (Suscha's Bar)	1054 Pennsylvania Avenue
3515	SACK Realty LLC (Dog House Pub)	2123 N. 15 <sup>th</sup> Street
3136	SACK Realty LLC (Franks Place)	3023 N. 15 <sup>th</sup> Street
3621	SACK Realty LLC (Pour Decisions)	1501 Union Avenue
3718	Seagull Tap LLC (4 <sup>th</sup> Street Tap)	520 N. 4 <sup>th</sup> Street
3709	Chiang Mai Garden LLC (Chiang Mai Garden)	823 Michigan Avenue
2020	Terry Lawrence (Terrys Tap)	1028 Lincoln Avenue

2762	Markevitch's Braveheart Pub LLC (Braveheart Pub)	2120 Calumet Drive
3333	Kohler Co. (Golf course development yet TBD)	Parcel Numbers: 59281328012, 59281328027, 59281328028, 59281328029, 59281328015, 59281328017, 59281328016, 59281328018
3559	Spices of the East LLC (The Spices Restaurant and Bar)	4604 S. Business Drive
3672	Spices of the East LLC (The Spices Restaurant and Bar Downtown)	1132 N. 8 <sup>th</sup> Street
2272	PJs Party Zone LLC (PJs Party Zone)	910 N. 18 <sup>th</sup> Street
3119	Sheboygan Entertainment LLC (Vibez Bar)	2513 S. 8 <sup>th</sup> Street
3373	Union Tap Bar LLC (Union Avenue Tap)	1401 Union Avenue
2100	Final Quest LLC (What's Up)	1635 Michigan Avenue
1799	James T Passmore (George Michaels)	513 N. 8 <sup>th</sup> Street
1360	Sly's Midtown Saloon LLC (Sly's Midtown Saloon & Grill)	508 N. 8 <sup>th</sup> Street
3677	LJGreasie Cook LLC (Al & Al's)	1502 S. 12 <sup>th</sup> Street
2563	PBROs LLC (Penn Avenue Pub)	827 Pennsylvania Avenue
3056	Gotta Getcha In Oasis LLC (House Divided)	840 Wilson Avenue

3730	Gotta Getcha In Oasis LLC (Shooters)	550 Wilson Avenue
3445	J&J Hotspot LLC (J&J Hotspot)	1823 N. 12 <sup>th</sup> Street
2085	Legend Larry's LLC (Legend Larry's)	733 Pennsylvania Avenue
3479	Stefano's Slo Food Market LLC (Stefano's Slo Food Market)	731 Pennsylvania Avenue
1926	Trattoria Stefano Inc. (Il Ritrovo)	515 S. 8 <sup>th</sup> Street
1412	Trattoria Stefano Inc. (Trattoria Stefano)	522 S. 8 <sup>th</sup> Street
3404	Sheboygan Scenic Bar LLC (Scenic Bar)	1635 Indiana Avenue
1936	Catering with Culinary Artists LLC (Black Pig Restaurant)	821 N. 8 <sup>th</sup> Street
3117	Harbor Lights Two LLC (Harbor Lights)	434 Pennsylvania Avenue
3745	Sheboygan Downtown Supperclub LLC (Downtown 925)	925 N. 8 <sup>th</sup> Street
2566	Joseph Brost (That Place on 8 <sup>th</sup> )	1432 S. 8 <sup>th</sup> Street
3271	Sheboygan Tavern Enterprises LLC (Limelight Pub)	1702 S. 17 <sup>th</sup> Street
3069	Time and a Half LLC (Time and a Half)	2518 N. 15 <sup>th</sup> Street
1089	Dave's Who's Inn Inc. (Dave's Who's Inn)	835 Indiana Avenue
2726	John Michael Kohler Arts Center Inc. (John Michael Kohler Arts Center)	608 New York Avenue

3434	John Michael Kohler Arts Center Inc. (The Art Preserve)	363 Lower Falls Road
3574	Acarber LLC (Turks & Timbers Bar & Grill)	1022 Michigan Avenue
2921	The Walkabout LLC (The Walkabout)	2401 Calumet Drive
3690	Lakeshore Bowling LLC (Lakeshore Bowling)	2519 S. Business Drive
2381	Coblyns LLC (Bourbon Street Pub & Grill)	1536 Indiana Avenue
2513	Coblyns LLC (Vreekes)	935 Michigan Avenue
3518	LushLounge Two LLC (LushLounge)	1133 Michigan Avenue
3150	Brew Hub LLC (Craft 30)	908 Michigan Avenue
1411	Tommy's Inc. (Tommy's)	2335 N. 15 <sup>th</sup> Street
1345	Sheboygan Outboard Club Inc. (Sheboygan Outboard Club)	732 N. Water Street
2805	Sheboygan Resort Operator LLC (Blue Harbor Resort and Conference Center)	725 Blue Harbor Drive
2207	The Silver Fern LLC (The Silver Fern)	2538 N. 15 <sup>th</sup> Street
3435	Nine-O-Two LLC (Nine-O-Two)	902 Indiana Avenue
3087	Santana's Place LLC (Santana's Place)	1019 Erie Avenue

3721	Bamboo Breeze LLC (Bamboo Breeze Bar and Lounge)	819 Michigan Avenue
3217	Viand Hospitality LLC (Parker John's BBQ & Pizza)	705 Riverfront Drive
1699	Erin Hutton (On the House)	1153 High Avenue
3418	Sheb Pro LLC (Fairfield Inn & Suites)	4117 S. Taylor Drive
1420	Sheboygan Memorial Post No. 9156 of The Veterans of Foreign Wars of the U.S. (VFW Post 9156)	552 S. Evans Street
3028	Harbor Winds Hotel LLC (Harbor Winds Hotel)	905 S. 8 <sup>th</sup> Street
3504	Screamers II LLC (Screamers II)	2201 N. 15 <sup>th</sup> Street
3160	BoMallies LLC (BoMallies)	2427 Calumet Drive
1267	Richard Lambrecht (Poor Richard's)	1105 Geele Avenue
3307	Umi Sushi & Steak House Inc. (Umi Sushi & Steak House)	519 N. 8 <sup>th</sup> Street
1288	Riverview Club Inc. (CLUB) (Riverview Club)	626 N. 15 <sup>th</sup> Street
3577	Golf 365 LLC (Golf 365)	2729 Indiana Avenue
3599	Uptown Slice LLC (Uptown Slice)	1116 Michigan Avenue
3750	Uptown Slice LLC (Uptown Slice Depot)	1217 N. 8 <sup>th</sup> Street

3159	Big Mikes Sports Bar & Grill LLC (Big Mikes Sports Bar & Grill)	911 Indiana Avenue
3478	Bar 9 LLC (Bar 9)	1034 Michigan Avenue
3679	Kue Yang LLC (Krazian Fuzian)	906 S. 15 <sup>th</sup> Street
3656	Themar Twinz LLC (Twinz Bar and Grill)	3015 N. 15 <sup>th</sup> Street
1337	Sheboygan Elks Lodge #299 Benevolent & Protective Order of Elks (Sheboygan Elks Lodge #299)	1943 Erie Avenue

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
3430	Half Tree Studio LLC (Board and Brush)	528 N. 8 <sup>th</sup> Street
2706	Faye's Pizza LLC (Faye's Pizza)	1821 Calumet Drive
3715	Sheboygan Lake Hospitality LLC (La Quinta Inn)	2932 Kohler Memorial Drive
3587	BPB Convenience Stores LLC (Monte's Grill & Bar)	1441 N. 26 <sup>th</sup> Street
3362	JAI Marketing LLC (Jays Food)	1710 Indiana Avenue
3531	Harbor Petroleum LLC (Harbor Grill & Bar)	905 Indiana Avenue
3449	Yang Chee LLC (Toys Restaurant)	1229 N. 8 <sup>th</sup> Street
3022	Paradigm LLC (Paradigm)	1202 N. 8 <sup>th</sup> Street

1328	Sheboygan Athletic Club Inc. (Sheboygan Athletic Club)	2338 New Jersey Avenue
3657	Fox Valley Athletics LLC (Fox Valley Athletics)	2213 New Jersey Avenue
1809	Riverfront Bait & Tackle Inc. (The Wharf)	733 Riverfront Drive
3412	Local Hospitality Group LLC (Local Press)	520 S. 8 <sup>th</sup> Street
2445	La Conquistadora LLC (La Conquistadora)	1218 Indiana Avenue
3693	Aneek Inc. (Executive Pub)	723 Center Avenue

“CLASS C” WINE LICENSE (June 30, 2027) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2706	Faye’s Pizza LLC (Faye’s Pizza)	1821 Calumet Drive
3587	BPB Convenience Stores LLC (Monte’s Grill & Bar)	1441 N. 26 <sup>th</sup> Street
3362	JAI Marketing LLC (Jays Food)	1710 Indiana Avenue
3022	Paradigm LLC (Paradigm)	1202 N. 8 <sup>th</sup> Street
3412	Local Hospitality Group LLC (Local Press)	520 S. 8 <sup>th</sup> Street
3693	Aneek Inc. (Executive Pub)	723 Center Avenue
3531	Harbor Petroleum LLC (Harbor Grill & Bar)	905 Indiana Avenue

TOBACCO (June 30, 2027) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2030	Twelfth Parallel Inc. (Rewind)	1002 Michigan Avenue
1764	Mortimer's Pub LTD (Water Street Pub)	931 N. 12 <sup>th</sup> Street
3712	Plymouth Retail LLC (Greenhouse)	501 N. 8 <sup>th</sup> Street
3186	Lehmann LLC (Suscha's Bar)	1054 Pennsylvania Avenue
2765	PB32 Liquor Store Inc. (Jakes Liquor)	2019 S. Business Drive
3007	Ananda Marketing LLC (Tidy Store of Sheboygan)	810 N. 14 <sup>th</sup> Street
3490	Kasturi Marketing LLC (Union Avenue BP)	1208 Union Avenue
3586	BPB Convenience Stores LLC (J Mart 5)	1441 N. 26 <sup>th</sup> Street
3557	JAI Marketing LLC (J Mart 3)	2420 Calumet Drive
3243	Harbor Petroleum LLC (Harbor Petro)	905 Indiana Avenue
2100	Final Quest LLC (What's Up)	1635 Michigan Avenue
1799	James T Passmore (George Michaels)	513 N. 8 <sup>th</sup> Street
3668	Sheboygan Store LLC (Sheboygan Mobile)	3715 Washington Avenue

2702	Oneguide Inc. (Tietz's Piggly Wiggly #331)	2905 N. 15 <sup>th</sup> Street
3214	Oneguide Inc. (Tietz's Piggly Wiggly #332)	3124 S. Business Drive
1193	Kwik Trip Inc. (Kwik Trip 361)	1618 Calumet Drive
1998	Kwik Trip Inc. (Kwik Trip #780)	2622 S. Business Drive
2920	Kwik Trip Inc. (Kwik Trip #873)	625 S. Taylor Drive
2763	Kwik Trip Inc. (Kwik Trip #897)	2033 North Avenue
2763	Kwik Trip Inc. (Kwik Trip #1138)	1526 Broadway Avenue
3132	Ultimate Mart LLC (Pick 'n Save #432)	1317 N. 25 <sup>th</sup> Street
3382	Meijer Stores Limited Partnership (Meijer Express #305)	902 N. Taylor Drive
2423	Wal-Mart Stores East LP (Walmart #1276)	3711 S. Taylor Drive
3574	Acarber LLC (Turks & Timbers Bar & Grill)	1022 Michigan Avenue
2921	The Walkabout LLC (The Walkabout)	2401 Calumet Drive
2513	Coblyns LLC (Vreekes)	935 Michigan Avenue
3387	Sheboygan Vapor LLC (Sheboygan Vapor)	3104 S. Business Drive
3043	National Group LLC (SR Tobacco Sheboygan)	2529 S. Business Drive

3656	Themar Twinz LLC (Twinz Bar and Grill)	3015 N. 15 <sup>th</sup> Street
2519	Adithi LLC (Northside Clark)	2709 N. 15 <sup>th</sup> Street
3476	Merarjot Investment LLC (Gill C-Store)	610 S. 14 <sup>th</sup> Street
1424	Walgreen Co. (Walgreens #06097)	3320 S. Business Drive
2088	Walgreen Co. (Walgreens #06570)	1029 N. 14 <sup>th</sup> Street
2601	Walgreen Co. (Walgreens #12020)	2702 Calumet Drive
2984	JAI Marketing LLC (Everest Enterprises)	1710 Indiana Avenue
3001	Ranieri LLC (Ranieri's Four of a Kind Bar & Grill)	811 Indiana Avenue

CHANGE OF PREMISES

<u>No.</u>	<u>Name</u>	<u>Address</u>
3404	Scenic Bar & Restaurant	One day event June 27, 2026. To include current premises and 30' x 60' area of the parking lot, the North part of the parking lot and the south part of the building.
1809	The Wharf	One day event July 15, 2026. To include current premises and parking lot from Duke of Devon to the Wharf and Boardwalk north of the Wharf to the south of Duke of Devon

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 9-26-27

BY ALDERPERSONS DEKKER AND KELLY.

May 11, 2026.

A RESOLUTION authorizing the purchase of three trucks from Enterprise Fleet Management and the signing of all required documents associated with the purchase.

WHEREAS, the City entered into a lease program with Enterprise Fleet Management in 2021, which encompassed pick-up truck purchases and replacements for Public Works and Building Inspection departments; and

WHEREAS, after several years in the program, the City has not recognized the financial or operational benefit that was anticipated from entering into the program; and

WHEREAS, leases for three trucks have expired allowing the City to purchase the trucks for the current reduced book value per the Enterprise contract; and

WHEREAS, the trucks are currently outfitted with City equipment and are being utilized by City staff daily; and

WHEREAS, staff believes it is in the City’s best interest to discontinue the lease program as leases come due and purchase the vehicles from Enterprise.

NOW, THEREFORE, BE IT RESOLVED: That the Finance Director is authorized to exercise the City’s purchase option on the Enterprise lease for \$62,159.55 via the following budget amendment:

<u>INCREASE:</u>	
Motor Vehicle Fund – Machinery/Equipment (Acct. No. 730399-651200)	\$62,160
Motor Vehicle Fund - Fund Equity Applied (Acct. No. 730-493000)	\$62,160

BE IT FURTHER RESOLVED: That the Finance Director is authorized to sign all associated documents with the purchase option for the three vehicles.

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 8-26-27**

**BY ALDERPERSONS DEKKER AND KELLY.**

**May 11, 2026.**

A RESOLUTION authorizing the appropriate City officials to enter into a contract with Buteyn-Peterson Construction Co., Inc. for the 2026 Streets Department Projects (ADA Curb Ramp Improvements).

WHEREAS, the City of Sheboygan has advertised for bids to construct the 2026 Streets Department Projects (ADA Curb Ramp Improvements) (the “Project”); and

WHEREAS, the lowest bid of the three (3) received was from Buteyn-Peterson Construction Co., Inc. for \$373,106.50; and

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

WHEREAS, pursuant to Res. No. 486-93-94, a Declaration of Intent to reimburse expenditures related to this project has been completed.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are hereby authorized to enter into the attached agreement with Buteyn-Peterson Construction Co., Inc. for the construction of the Project.

BE IT FURTHER RESOLVED: That the appropriate City officials are authorized to draw funds from Acct. No. 400300-641200 (Capital Projects Fund – Public Works – Street Improvements), upon the agreement being fully executed by all parties, to pay for the construction done pursuant to the agreement.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL


\_\_\_\_\_.

Presiding Officer

Attest

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

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

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Agreement		
		Section:	00 52 00		
		Bid Number:	C26-10	Page:	1 of 7

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

THIS AGREEMENT is by and between City of Sheboygan (“Owner”) and  
Buteyn-Peterson Construction Co., Inc. (“Contractor”).

Owner and Contractor hereby agree as follows:

**ARTICLE 1 – WORK**

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

**ARTICLE 2 – THE PROJECT**

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: 2026 Streets Department Projects (ADA Curb Ramp Improvements)

**ARTICLE 3 – ENGINEER**

3.01 The part of the Project that pertains to the Work has been designed by the City of Sheboygan.

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

**ARTICLE 4 – CONTRACT TIMES**

4.01 *Time of the Essence*

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

4.02 *Contract Times: Dates*

A. The Work will be substantially completed on or before August 14, 2026 and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the 14<sup>th</sup> day following substantial completion.

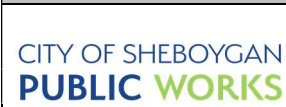
4.03 *Milestones*

A. Parts of the Work must be substantially completed on or before the following Milestone(s):

1. NA

4.04 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):



Engineering Division  
2026 New Jersey Ave  
Sheboygan, WI 53081

Document Title:	Agreement		
Section:	00 52 00		
Bid Number:	C26-10	Page:	2 of 7

1. Substantial Completion: Contractor shall pay Owner the amount identified in paragraph 19.01 of the Supplementary Conditions for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
  2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner the amount identified in paragraph 19.01 of the Supplementary Conditions for each day that expires after such time until the Work is completed and ready for final payment.
  3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.
  4. Milestones: Contractor shall pay Owner the amount identified in paragraph 19.01 of the Supplementary Conditions for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of each Milestone, until Milestone is achieved.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner’s sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.


4.05 *Special Damages*

- A. In addition to the amount provided for liquidated damages, Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor’s failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.
- C. Contractor shall pay Owner the amount identified in paragraph 20.01 of the Supplementary Conditions for damage to trees and tree roots caused by the Contractor’s actions or failure to act.

**ARTICLE 5 – CONTRACT PRICE**

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

- A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item) as stated in Contractor’s Bid, attached hereto as an exhibit.
- B. The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions,

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title: Agreement	
		Section: 00 52 00	
		Bid Number: C26-10	Page: 3 of 7

estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

## ARTICLE 6 – PAYMENT PROCEDURES

### 6.01 *Submittal and Processing of Payments*

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

### 6.02 *Progress Payments; Retainage*

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

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

- a. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
- b. 0 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

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

### 6.03 *Final Payment*

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


### 6.04 *Interest*

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

## ARTICLE 7 – CONTRACT DOCUMENTS

### 7.01 *Contents*

- A. The Contract Documents consist of the following:
1. This Agreement.

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Agreement		
		Section:	00 52 00		
		Bid Number:	C26-10	Page:	4 of 7

2. Bonds:
  - a. Performance bond (together with power of attorney).
  - b. Payment bond (together with power of attorney).
3. Specifications as listed in the table of contents of the project manual (copy of list attached and incorporated by reference).
4. Drawings as listed in the table of contents of the drawings (copy of list attached and incorporated by reference).
5. Addenda (not attached but incorporated by reference)
  - a. N/A
6. Exhibits to this Agreement (enumerated as follows):
  - a. Contractor's Bid consisting of **1 Page**.
7. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
  - a. Notice to Proceed,
  - b. Work Change Directives,
  - c. Change Orders,
  - d. Field Order,
  - e. Task Orders.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

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

### 8.01 *Contractor's Representations*

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
  1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
  2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
  4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the



Engineering Division  
2026 New Jersey Ave  
Sheboygan, WI 53081

Document Title:	Agreement		
Section:	00 52 00		
Bid Number:	C26-10	Page:	5 of 7

Supplementary Conditions, with respect to the Technical Data in such reports and drawings.

5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor’s safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

8.02 Contractor’s Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
  1. “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
  2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
  4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.


8.03 Standard General Conditions

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished

PROJECT MAN					
CITY OF SHEBOYGAN <b>PUBLIC WORKS</b>	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Agreement		
		Section:	00 52 00		
		Bid Number:	C26-10	Page:	6 of 7

said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or “track changes” (redline/strikeout), or in the Supplementary Conditions.

*(Continued on next page)*

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Agreement		
		Section:	00 52 00		
		Bid Number:	C26-10	Page:	7 of 7

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

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

OWNER:  
(Signatures authorized pursuant to Res. \_\_\_\_-25-26)

CONTRACTOR:

City of Sheboygan

\_\_\_\_\_

By: \_\_\_\_\_  
(signature)

By: \_\_\_\_\_  
(signature)

Name, Title:  
Ryan Sorenson, Mayor

Name, Title: \_\_\_\_\_ (printed)

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

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

Attest:

*(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)*

By: \_\_\_\_\_  
(signature)

Address for giving notices:

Name, Title:  
Meredith DeBruin, City Clerk

\_\_\_\_\_

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

\_\_\_\_\_

Address for giving notices:  
City of Sheboygan – Engineering Division  
2026 New Jersey Avenue  
Sheboygan, WI 53081

Approved by: \_\_\_\_\_  
(signature)

Name, Title: Evan Grossen, Deputy Finance Director/Comptroller


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

Approved as to form and Execution by: \_\_\_\_\_  
(signature)

Name, Title: Elizabeth Majerus, City Attorney


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



<b>PROJECT MAN</b>				
	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Table of Contents	
		Section:	00 01 10	
		Bid Number:	C26-10	Page:

**2026 Streets Department Projects  
(ADA Curb Ramp Improvements)**

SECTION	TITLE	Pages
<b>00 00 00</b>	<b>PROCUREMENT AND CONTRACTING REQUIREMENTS</b>	
	<b>Introductory Information</b>	
00 01 01	Cover	1
00 01 10	Table of Contents	2
	<b>Procurement Requirements</b>	
00 11 13	Advertisement for Bids	2
00 21 13	Instructions for Bidders	11
00 41 43	Bid Form	6
00 41 44	Unit Price Worksheet	1
00 41 44.1	Quest Unit Price Worksheet	1
00 42 13	Bid Bond	2
00 45 13	Bidder's Proof of Responsibility	4
00 45 20	Bidder's Proof of Responsibility and Non-Collusion Affidavit - Subcontractor	3
00 45 50	List of Subcontractors	1
	<b>Contracting Requirements</b>	
00 52 00	Agreement	7
00 55 00	Notice to Proceed	1
00 61 13	Performance Bond Form	3
00 61 14	Payment Bond Form	3
00 62 11	Submittal Cover	1
00 62 76	Application for Payment	2
00 63 13	Request for Information	1
00 63 63	Change Order Form	2
00 65 16	Certificate of Substantial Completion	1
00 65 18	Contractor's Affidavit of Compliance Certification and Release	1
00 65 19	Consent of Surety to Final Payment	1
00 72 00	Standard General Conditions of the Construction Contract – 2018	78
00 73 00	Supplementary Conditions	15
	<b>GENERAL REQUIREMENTS</b>	
01 11 00	Summary of Work	2
01 14 00	Work Restrictions	6
01 43 00	Quality Assurance	3
01 55 26	Traffic Control	2
01 57 19	Temporary Environmental Controls	2
01 71 23	Construction Staking	3
01 78 00	Closeout Requirements	2

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Table of Contents		
		Section:	00 01 10		
		Bid Number:	C26-10	Page:	2 of 2

SECTION	TITLE	Pages
01 78 19	Project Record Requirements	2
<b>31 00 00</b>	<b>EARTHWORK</b>	
31 25 00	Erosion Control and Site Maintenance	3
<b>32 00 00</b>	<b>EXTERIOR IMPROVEMENTS</b>	
32 10 00	Grading, Pavement, Curb and Gutter, and Sidewalk	5
<b>33 00 00</b>	<b>UTILITIES</b>	
33 05 09	Sewer Pipe	8
33 05 61	Concrete Manholes, Catch Basins and Inlets	8

## C26-10, 2026 Streets Department Projects

(ADA Curb Ramp Improvements)

Bid Opening: 04/23/2026 10:00 AM

Line Item	Item Code	Item Description	Unit	Quantity	Buteyn-Peterson	
					Unit Price	Extension
1	COS	Mobilization	LS	1	\$27,700.00	\$27,700.00
2	COS	Traffic Control	LS	1	\$7,500.00	\$7,500.00
3	COS	Inlet Protection	Each	55	\$60.00	\$3,300.00
4	COS	Removing Inlets	Each	8	\$300.00	\$2,400.00
5	COS	Abandoning Inlet Leads	LF	130	\$10.00	\$1,300.00
6	COS	Removing Inlet Leads	LF	50	\$20.00	\$1,000.00
7	COS	Sawcutting Concrete	LF	1470	\$3.50	\$5,145.00
8	COS	Milling Pavement 3-Inch	SY	15100	\$3.50	\$52,850.00
9	COS	Removing Sidewalk	SY	400	\$22.00	\$8,800.00
10	COS	Removing Pavement	SY	775	\$18.00	\$13,950.00
11	COS	Base Aggregate Dense 3/4-Inch	Tons	100	\$23.00	\$2,300.00
12	COS	Base Aggregate Dense 1 1/4-Inch	Tons	280	\$23.00	\$6,440.00
13	COS	Concrete Pavement 7-Inch	SY	275	\$88.70	\$24,392.50
14	COS	Concrete Base 7-Inch	SY	325	\$75.00	\$24,375.00
15	COS	Concrete Sidewalk 4-Inch	SF	3200	\$9.00	\$28,800.00
16	COS	Detectable Warning Fields	SF	196	\$35.00	\$6,860.00
17	COS	Detectable Warning Fields Radial	SF	45	\$56.00	\$2,520.00
18	COS	Concrete Curb and Gutter 24-Inch	LF	585	\$57.00	\$33,345.00
19	COS	Pedestrian Curb	LF	80	\$45.00	\$3,600.00
20	COS	Adjusting Sanitary Manholes Minor	Each	8	\$850.00	\$6,800.00
21	COS	Adjusting Sanitary Manholes Major	Each	1	\$2,000.00	\$2,000.00
22	COS	Sanitary Manhole Castings	Each	9	\$500.00	\$4,500.00
23	COS	Tuck Point Rings	Each	6	\$275.00	\$1,650.00
24	COS	Adjusting Storm Manholes Minor	Each	5	\$800.00	\$4,000.00
25	COS	Storm Manhole Castings	Each	6	\$650.00	\$3,900.00
26	COS	Adjusting Inlet Minor	Each	4	\$900.00	\$3,600.00
27	COS	Inlet Castings	Each	16	\$725.00	\$11,600.00
28	COS	Inlets Type N1	Each	12	\$3,000.00	\$36,000.00
29	COS	Storm Sewer Manhole 4-FT Diameter	Each	1	\$7,275.00	\$7,275.00
30	COS	PVC Storm Sewer 12-Inch	LF	337	\$92.00	\$31,004.00
31	COS	Topsoil	SY	140	\$20.00	\$2,800.00
32	COS	Hydro-Seed	SY	140	\$10.00	\$1,400.00
<b>Construction Total</b>					---	<b>\$373,106.50</b>

**CITY OF SHEBOYGAN  
RESOLUTION 10-26-27**

**BY ALDERPERSONS BOORSE AND HEIDEMANN.**

**MAY 11, 2026.**

A RESOLUTION authorizing the appropriate City officials to enter into an Amendment to the Professional Services Agreement entered into with Wendel Architecture, PC for construction management services relating to the public safety complex project.

WHEREAS, the City contracted with Wendel Architecture, PC to design & engineer new buildings for Fire Stations 2 and 3 and an expansion to the police department building (collectively referred to as the “public safety campus”) via Resolution 41-24-25 in July 2024; and

WHEREAS, Wendel Architecture, PC offers construction management services for projects of this scope and purpose and staff believes the City will benefit by engaging with Wendel for such services; and

WHEREAS, engaging with the Wendel Master Builder will provide a single point of contact during construction and will allow for competitive local subcontractor pricing with open book transparent cost control; and

WHEREAS, the 2026 budget included funds for the first phase of the public safety complex project sufficient to cover the proposed services; and

WHEREAS, pursuant to Res. No. 486-93-94, a Declaration of Intent to reimburse expenditures related to this project has been completed.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are authorized to execute documents necessary to engage Wendel Architecture, PC for construction management services on substantially similar form to the attached.

BE IT FURTHER RESOLVED: That the Finance Director is hereby authorized and directed to draw funds from Acct. No. 400200-631100 (Capital Fund - Public Safety - Buildings), upon the agreement being fully executed by all parties, to pay for the construction management services relating to the public safety complex project.

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

# DRAFT AIA® Document G802™ - 2017

## Amendment to the Professional Services Agreement

**PROJECT:** *(name and address)*  
Sheboygan Fire Station No 3

**AGREEMENT INFORMATION:**  
Date: 6/1/2024

**AMENDMENT INFORMATION:**  
Amendment Number: 02

Date: 4/1/2026

**OWNER:** *(name and address)*  
City of Sheboygan  
828 Center Avenue  
Sheboygan, WI 53081

**ARCHITECT:** *(name and address)*  
Wendel Architecture, PC  
204 E. Grand Avenue, Suite 200  
Eau Claire, WI 54701

The Owner and Architect amend the Agreement as follows:

### Construction Management as Advisor Scope of Services

#### ARTICLE 1 GENERAL

§ 1.1 A Construction Manager as Advisor (hereinafter “Construction Manager”) will be assigned to provide Construction Management services. Wendel Architecture, PC will sub-contract with our construction firm, Wendel Construction, Inc., to provide Construction Management services.

#### ARTICLE 2 CONSTRUCTION MANAGER’S RESPONSIBILITIES

§ 2.1 The Construction Manager shall provide the Construction Management services as set forth in this Amendment, for the following proposed project components:

- Fire Station No. 2
- Fire Station No. 3
- Dirty Classroom/Firing Range
- Police Expansion
- Fire Training Building.

§ 2.2 The Construction Manager's services shall be performed consistent with the skill and care ordinarily provided by Construction Managers practicing in the same or similar locality under the same or similar circumstances. The Construction Manager shall perform its services as expeditiously as is consistent with such skill and care and the orderly progress of the Project.

§ 2.3 Except with the Owner’s knowledge and consent, the Construction Manager shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Construction Manager’s judgment with respect to this Project.

§ 2.4 The Construction Manager shall consider and render all decisions and perform their duties in consultation with and in the best interests of the Owner at all times, consistent with the skill and care ordinarily provided by Construction Managers practicing in the same or similar locality under the same or similar circumstances.

#### ARTICLE 3 SCOPE OF CONSTRUCTION MANAGER’S BASIC SERVICES

##### § 3.1 Definition

Construction Manager Basic Services consist of those described in Sections 3.2 and 3.3 and include usual and customary construction coordination and scheduling, constructability review, cost estimating, and allocation of construction activities among the Multiple Prime Contractors.

##### § 3.2 Preconstruction Phase

§ 3.2.1 The Construction Manager shall review the program furnished by the Owner and any evaluation of the Owner's program provided by the Architect, to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the Owner and Architect.

§ 3.2.2 The Construction Manager shall expeditiously review design documents during their development and advise the Owner and Architect on proposed site use and improvements, selection of materials, and building systems and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect on constructability, alternative designs or materials, sequencing for phased construction, time requirements for procurement, and potential Value Engineering considerations for cost reductions (if requested).

§ 3.2.3 The Construction Manager shall prepare and periodically update the Master Project schedule for the Owner's review and acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities and highlight items that could affect the Project's timely completion.

§ 3.2.4 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall review the estimate of the Cost of the Work Prepared by the Architect at the approximately 30% and 60% complete Construction Document stages. The estimates shall include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in the estimates of the Cost of the Work. The Construction Manager shall advise the Owner and Architect if it appears that the Cost of the Work may exceed the Owner's budget and make recommendations for corrective action.

§ 3.2.5 The Construction Manager shall prepare a Master Project Budget based on the 30% and 60% Construction Document packages prepared by the Architect for the Owner's review and acceptance.

§ 3.2.6 The Construction Manager shall provide recommendations and information to the Owner and Architect regarding the assignment of responsibilities for temporary Project facilities and equipment, materials and services for common use of the Contractors. The Construction Manager shall verify that such requirements and assignment of responsibilities are included in the proposed Contract Documents.

§ 3.2.7 The Construction Manager shall provide recommendations and information to the Owner regarding the allocation of responsibilities for safety programs among the Contractors.

§ 3.2.8 The Construction Manager shall provide recommendations to the Owner on the division of the Project into approximately 10 to 12 Multiple Prime Contracts for the construction of various categories of Work, including the method to be used for bidding, selecting and awarding Contracts. If Multiple Prime Contracts are to be awarded, the Construction Manager shall review the Drawings and Specifications and make recommendations as required to provide that (1) the Work of the Contractors is coordinated, (2) all requirements for the Project are assigned to the appropriate Contract, (3) the likelihood of jurisdictional disputes is minimized, and (4) proper coordination is provided for phased construction.

§ 3.2.9 The Construction Manager shall assist the Owner in selecting, retaining and coordinating the professional services of 3<sup>rd</sup> party special inspections and testing laboratories required for the Project.

§ 3.2.10 The Construction Manager shall assist the Owner in obtaining information regarding applicable requirements for equal employment opportunity programs, and other programs as may be required by governmental and for quasi governmental authorities for inclusion in the Contract Documents.

§ 3.2.11 Following the Owner's approval of the Final Drawings and Specifications, the Construction Manager shall review the latest estimate of the Cost of the Work prepared by the Architect and update the Master Project Budget and Master Project Schedule for the Owner's review and approval.

§ 3.2.2 The Construction Manager shall develop bidders' interest in the Project, schedule an open house to allow local bidders to preview the project scope and schedule and establish bidding schedules. The Construction Manager, with the assistance of the Architect, shall publically issue bidding documents to bidders and conduct pre-bid conferences with prospective bidders. The Construction Manager shall issue the current Master Project schedule

with each set of bidding documents. The Construction Manager shall assist the Architect with regard to questions from bidders and with the issuance of addenda.

§ 3.2.13 The Construction Manager shall receive bids, de-scope/interview the lowest qualified bidder from each Multiple Prime Contract, prepare bid analyses and make recommendations to the Owner for the Owner's award of Contracts or rejection of bids.

### § 3.3 Construction Phase Administration of the Construction Contract

§ 3.3.1 The Construction Manager shall assist the Owner in preparing Construction Contracts direct with the Owner and advise the Owner on the acceptability of Subcontractors and material suppliers proposed by Multiple Prime Contractors.

§ 3.3.2 The Construction Manager shall assist the Owner in obtaining the building permits and utility service connections/upgrades, except for permits required to be obtained directly by the various Multiple Prime Contractors. The Construction Manager shall verify that the Owner has paid applicable fees and assessments. The Construction Manager shall assist the Owner and Architect in connection with the Owner's responsibility for filing documents required for the approvals of governmental authorities having jurisdiction over the Project.

§ 3.3.3 Subject to Section 4.2.2, the Construction Manager's responsibility to provide Construction Phase Services commences with the award of the initial Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment

§ 3.3.4 The Construction Manager shall provide a staffing plan to include the following maximum involvement:

- a) One Full-time (40 hours/week), Senior on-site representative who shall be in attendance at the Project site whenever the work is being performed.
- b) An Option to add a second Full-time (40 hours/week), Junior on-site representative who shall be in attendance at the Project site whenever the work is being performed and as approved by the Owner.
- c) One part-time (12 hours/week), Project Manager
- d) One part-time (6 hours/week), Project Administrative Assistant

§ 3.3.5 The Construction Manager shall provide on-site administration of the Contracts for Construction in cooperation with the Architect as set forth below and in AIA Document A201, General Conditions of the Contract for Construction - latest edition.

§ 3.3.6 The Construction Manager shall provide administrative, management and related services to coordinate scheduled activities and responsibilities of the Multiple Prime Contractors with each other and with those of the Construction Manager, the Owner and the Architect. The Construction Manager shall coordinate the activities of the Multiple Prime Contractors in accordance with the latest approved Master Project schedule and the Contract Documents.

§ 3.3.7 Utilizing the construction schedules provided by the Multiple Prime Contractors, the Construction Manager shall update and maintain the Master Project schedule, incorporating the activities of the Owner, Architect, and Multiple Prime Contractors on the Project, including activity sequences and durations, processing of Shop Drawings, Product Data and Samples, and delivery and procurement of products, including those with long-lead delivery schedules that must be ordered well in advance of construction. The Master Project schedule shall include the Owner's occupancy requirements showing portions of the Project having occupancy priority. The Construction Manager shall update and reissue the Master Project schedule as required to show current conditions. If an update indicates that the previously approved Master Project schedule may not be met, the Construction Manager shall facilitate Contractor recovery plans and recommend corrective action, if any, to the Owner and Architect.

§ 3.3.8 The Construction Manager shall schedule and conduct meetings on-site to discuss such matters as procedures, progress, coordination, and scheduling of the Work. The Construction Manager shall prepare and promptly distribute minutes to the Owner, Architect and Multiple Prime Contractors.

§ 3.3.9 Utilizing information from the Multiple Prime Contractors, the Construction Manager shall schedule and coordinate the sequence of construction and assignment of space in areas where the Multiple Prime Contractors are performing Work, in accordance with the Contract Documents and the latest approved Master Project schedule.

§ 3.3.10 The Construction Manager shall coordinate 3<sup>rd</sup> party tests and special inspections required by the Contract Documents or governmental authorities, and arrange for the delivery of test and special inspection reports to the Owner and Architect.

§ 3.3.11 The Construction Manager shall endeavor to obtain satisfactory performance from each of the Multiple Prime Contractors. The Construction Manager shall recommend courses of action to the Owner when requirements of a Contract are not being fulfilled.

§ 3.3.12 The Construction Manager shall update and maintain the Master Project Budget for cost control, including (1) the budget for the Cost of the Work as defined in Section 6.1, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs, using a fully-transparent, open-book format where all unused project funds are returned to the Owner at project completion.

§ 3.3.13 The Construction Manager shall maintain accounting records on authorized Work performed under unit costs, additional Work performed on the basis of actual costs of labor and materials, and other Work requiring accounting records.

§ 3.3.13.1 The Construction Manager shall develop and implement procedures for the review and processing of Applications for Payment by Multiple Prime Contractors for progress and final payments.

§ 3.3.13.2 Not more frequently than monthly, the Construction Manager shall review and certify the amounts due the respective Contractors as follows:

1. Where there is only one Contractor responsible for performing the Work, the Construction Manager shall, within seven days after the Construction Manager receives the Contractor's Application for Payment, review the Application, certify the amount the Construction Manager determines is due the Contractor, and forward the Contractor's Application and Certificate for Payment to the Architect.
2. Where there are Multiple Prime Contractors responsible for performing different portions of the Project, the Construction Manager shall, within seven days after the Construction Manager receives each Contractor's Application for Payment: (1) review the Applications and certify the amount the Construction Manager determines is due each Contractor, (2) prepare a Summary of Contractors' Applications for Payment by summarizing information from each Contractor's Application for Payment, (3) prepare a Project Application and Certificate for Payment, (4) certify the total amount the Construction Manager determines is due all Multiple Prime Contractors collectively, (5) forward the Summary of Contractors' Applications for Payment and Project Application and Certificate for Payment to the Architect and Owner.
3. The Owner and Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors. Except with the Owner's prior approval, payments to Subcontractors shall be subject to retention of not less than five percent (5%). The Construction Manager shall facilitate the execution of Multiple Prime Contracts with the Owner in accordance with those agreements.

§ 3.3.13.3 The Construction Manager's certification for payment shall constitute a representation to the Owner, based on the Construction Manager's evaluations of the Work and on the data comprising the Contractors' Applications for Payment, that, to the best of the Construction Manager's knowledge, information and belief, the Work has progressed to the point indicated and the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Construction Manager. The issuance of a Certificate for Payment shall further constitute a recommendation to the Architect and Owner that the Contractor be paid the amount certified.

§ 3.3.13.4 The certification of an Application for Payment or a Project Application for Payment by the Construction Manager shall not be a representation that the Construction Manager has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences for the Contractor's own Work, or procedures; (3) reviewed copies of requisitions received from

Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.3.14 The Construction Manager shall review the safety programs developed by each of the Multiple Prime Contractors solely and exclusively for purposes of coordinating the safety programs with those of the other Contractors and for making recommendations to the Owner for any safety programs not included in the Work of the Multiple Prime Contractors. The Construction Manager's responsibilities for coordination of safety programs shall not extend to direct control over or charge of the acts or omissions of the Contractor, Multiple Prime Contractors, Subcontractors, agents or employees of the Contractors or Multiple Prime Contractors or Subcontractors, or any other persons performing portions of the Work and not directly employed by the Construction Manager.

§ 3.3.15 The Construction Manager shall determine in general that the Work of each Contractor is being performed in accordance with the requirements of the Contract Documents and notify the Owner, Contractor and Architect of defects and deficiencies in the Work. The Construction Manager shall have the authority to reject Work that does not conform to the Contract Documents and shall notify the Architect about the rejection. The failure of the Construction Manager to reject Work shall not constitute the acceptance of the Work. The Construction Manager shall record any rejection of Work in its daily log and include information regarding the rejected Work in its progress reports to the Architect and Owner pursuant to Section 3.3.19.1. Upon written authorization from the Owner, the Construction Manager may require and make arrangements for additional inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed, and the Construction Manager shall give timely notice to the Architect of when and where the tests and inspections are to be made so that the Architect may be present for such procedures.

§3.3.16 The Construction Manager shall advise and consult with the Owner and Architect during the performance of its Construction Phase Services. The Construction Manager shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Construction Manager shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work of each of the Contractors, since these are solely the Contractor's rights and responsibilities under the Contract Documents. The Construction Manager shall not be responsible for a Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall be responsible for the Construction Manager's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or Multiple Prime Contractors, Subcontractors, or their agents or employees, or any other persons or any other persons or entities performing portions of the Work.

§3.3.17 The Construction Manager shall transmit to the Architect requests for interpretations and requests for information (RFI's) of the meaning and intent of the Drawings and Specifications with its written recommendation, and assist in the resolution of questions that may arise.

§3.3.16 The Construction Manager shall review requests for changes, assist in negotiating Contractors' proposals, submit recommendations to the Architect and Owner, and, if they are accepted, prepare Change Orders and Construction Change Directives that incorporate the Architect's modifications to the Contract Documents.

§3.3.18 The Construction Manager shall assist the Initial Decision Maker in the review, evaluation and documentation of Claims, subject to Section 4.2.1.10.

§3.3.19 The Construction Manager shall keep a daily log containing a record of weather, each Contractor's Work on the site, number of workers, identification of equipment, Work accomplished, problems encountered, and other similar relevant data as the Owner may require.

§3.3.19.1 The Construction Manager shall record the progress of the Project using our cloud-based Construction Management software, Procore. The Owner will be given access to the Procore site for this project and will be given an electronic file of the contents of the Procore site at project completion. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written monthly progress reports to the Owner and Architect, showing percentages of completion and other information identified below:

- .1 Work completed for the period;

- .2 Project Schedule status;
- .3 Submittal schedule and status report, including a summary of remaining and outstanding Submittals;
- .4 Request for information, Change Order, and Construction Change Directive status reports;
- .5 Access to tests and inspection reports;
- .6 Status report of nonconforming and rejected Work;
- .7 Access to daily logs;
- .8 Summary of all Multiple Prime Contractors' Applications for Payment;
- .9 Project Budget Status to date including the Multiple Prime Contractor Costs, Architect, Consultant and Construction Manager's compensation, Owner Costs and reimbursable expenses at the job site, if any;
- .10 Any other items as agreed to between the Construction Manager and the Owner.

§3.3.20 Utilizing the documents provided by the Contractor, the Construction Manager shall maintain a cloud-based contract management site using "Procore" where electronic files are kept for all project related Contracts, Drawings, Specifications, addenda, contract documents, Change Orders and other Modifications, in good order and marked currently to record all changes and selections made during construction, and in addition, approved Shop Drawings, Product Data, Samples and similar required submittals. The Construction Manager shall make all such documents available to the Architect and the Owner, and upon completion of the Project, shall deliver them to the Owner in electronic copy format.

§3.3.21 The Construction Manager shall arrange for the delivery, storage, protection and security of Owner-purchased materials, systems and equipment that are a part of the Project until such items are incorporated into the Work.

§3.3.22 With the Architect and the Owner's maintenance personnel, the Construction Manager shall observe the Contractor's or Multiple Prime Contractors' final testing, start-up and training of utility services, operational systems and equipment and observe any commissioning as the Contract Documents may require.

§3.3.23 When the Construction Manager considers each Contractor's Work or a designated portion thereof is substantially complete, the Construction Manager, with the assistance of the Architect, shall prepare a list of incomplete or unsatisfactory items (punch list) and a schedule for their completion. The Construction Manager shall assist the Architect in conducting inspections to determine whether the Work or designated portion thereof is substantially complete.

§3.3.24 When the Work or designated portion thereof is substantially complete, the Construction Manager shall prepare, and the Construction Manager and Architect shall execute, a Certificate of Substantial Completion. The Construction Manager shall submit the executed Certificate to the Owner and Multiple Prime Contractors. The Construction Manager shall coordinate the correction and completion of the Work. Following issuance of a Certificate of Substantial Completion of the Work or a designated portion thereof, the Construction Manager shall evaluate the completion of the Work of the Contractor or Multiple Prime Contractors and make recommendations to the Architect when Work is ready for final inspection. The Construction Manager shall assist the Architect in conducting final inspections.

§3.3.25 The Construction Manager shall forward to the Owner, with a copy to the Architect, the following information received from the Contractor or Multiple Prime Contractors: (1) certificates of insurance received from the Contractor or Multiple Prime Contractors; (2) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (3) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (4) any other documentation required of the Contractor under the Contract Documents, including warranties and similar submittals.

§3.3.26 The Construction Manager shall deliver all keys, manuals, record drawings and maintenance stocks to the Owner. The Construction Manager shall forward to the Architect a final Project Application for Payment and Project Certificate for Payment or final Application for Payment and final Certificate for Payment upon the Contractor's compliance with the requirements of the Contract Documents.

§3.3.27 Duties, responsibilities and limitations of authority of the Construction Manager as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Construction Manager, and Architect. Consent shall not be unreasonably withheld.

§3.3.28 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Construction Manager, as an additional service, shall conduct a meeting with the Owner to review the facility operations and performance.

#### ARTICLE 4 ADDITIONAL SERVICES

§4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Construction Manager shall provide the listed Additional Services only if specifically designated in the table below as the Construction Manager's responsibility and authorized in writing by the Owner as additional services, and the Owner shall compensate the Construction Manager.

Additional Services:	Responsibility: (Construction Manager, Owner or Not Provided)	Location of Service Description: (Section 4.2 below or in an exhibit attached to this document and identified below)
§4.1.1 Measured drawings	Not Provided	
§4.1.2 Tenant-related services	Not Provided	
§4.1.3 Commissioning (B211™-2007)	Not Provided	
§4.1.4 LEED® certification (B214™-2007)	Not Provided	
§4.1.5 Furniture, furnishings, and equipment design (B253™-2007)	Not Provided	
§4.1.6 Items not specifically identified in the Scope of Construction Manager's Basic Services	Not Provided	

§4.2 Additional Services may be provided after execution of this Agreement, without invalidating this Agreement. Except for services required due to the fault of the Construction Manager, any Additional Services provided in accordance with this Section 4 shall entitle the Construction Manager to compensation.

§4.2.1 Upon recognizing the need to perform the following Additional Services, the Construction Manager shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Construction Manager shall not proceed to provide the following services until the Construction Manager receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, scope, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws or regulations or official interpretations after the date of this Agreement;
- .3 Preparation of documentation for alternate bid or proposal requests proposed by the Owner;
- .4 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .5 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Construction Manager is party thereto;
- .6 Providing consultation concerning replacement of Work resulting from fire or other cause during construction and furnishing services required in connection with the replacement of such Work;
- .7 Assistance to the Initial Decision Maker, if other than the Architect; or
- .8 Service as the Initial Decision Maker.
- .9 Services required beyond the assumed Eighteen (18) month combined preconstruction and construction duration.
- .10 Services in evaluating Claims submitted by a Contractor or others in connection with the Work when the Architect is serving as the Initial Decision maker.
- .11 Services required in an emergency to coordinate the activities of a Contractor or Multiple Prime Contractors in the event of risk of personal injury or serious property damage.

§ 4.2.2 If the services covered by this Agreement have not been completed within Seventeen ( 17 ) months of the date of award of the initial Contract(s) for construction, through no fault of the Construction Manager, extension of the Construction Manager’s services beyond that time shall be compensated as Additional Services.

ARTICLE 5 NOT USED

ARTICLE 6 NOT USED

ARTICLE 7 COMPENSATION

§ 7.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Construction Manager’s invoice. Amounts unpaid “Thirty (30)” days after the invoice date shall bear interest at the prime rate plus one and one-half percent (1.5%) per month cumulative, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.

§ 7.2 If the Owner’s auditors report the Cost for the Work as substantiated by the Construction Manager’s final accounting to be less than claimed by the Construction Manager, the Construction Manager shall not be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Section 15.2 of A201-2007 unless the Owner specifically authorizes such action in writing. If such action has been authorized by the Owner, the Construction Manager may make a request for mediation within 30 days after the Construction Manager’s receipt of a copy of the Architect’s final Certificate for Payment.

ARTICLE 8 SCOPE OF THE AGREEMENT

§ 8.1 This Agreement may be amended only by written instrument and signed by the Owner and Construction Manager.

The Architect’s compensation and schedule shall be adjusted as follows:

Compensation Adjustment:

«« Construction Manager as Advisor Services:

Preconstruction Phase:	Fee	Fee Type
Included in the Construction Phase Services Below		
Construction Phase & General Conditions:	Fee	Fee Type
CM Fee	1.5 % of the Cost of the Work	Lump Sum
Option 1: CM Labor Rate (1 Sr. Site CM)	\$49,000.00	T & E Estimate (Monthly)
OR		
Option 2: CM Labor Rate (1 Sr. + 1 Jr. Site CM)	\$69,000.00	T & E Estimate (Monthly)
Monthly Reimbursable Expenses	\$6,000.00	T & E Estimate (Monthly)
Hourly Rates (At Cost):		
Senior On-Site Construction Manager	\$175/Hour	
Optional Junior On-Site Construction Manager	\$95/Hour	
Project Manager	\$200/Hour	
Administrative Assistant	\$90/Hour	

Fee Notes:  
 1) The professional scope and fees outlined in this Amendment are based on a total Cost of Work that is yet to be determined. Should the scope of the construction work change or the preconstruction and construction phase

maximum durations noted below be extended for any reason, an additional services request outlining the scope of additional professional services and associated fees will be prepared and submitted to the Owner for review and approval prior to the start of any such additional services.

2) Reimbursable expenses are not part of the fees noted above and include out-of-pocket expenses directly related to this project, such as travel costs, printing costs, postage, etc. and will be billed as such at cost.

3) Should the Construction Manager be required to perform additional services beyond those outlined above, we shall be compensated on an hourly or fixed sum basis for a mutually agreed scope of services.

4) Our fee and schedule proposal is valid for 45 days. If we do not receive a signed notice to proceed before that date, we respectfully reserve the right to re-evaluate our proposal.

5) Time and Expense (T&E) Estimated and Allowance budgets may require fee adjustments, up or down, depending on the actual level of effort required and/or requested. All unused fees will be returned to the Owner at project completion.

6) Once the Multiple Prime Construction Contractors have been bid, descope and selected for this project, the Constructon Manager and Owner will discuss the specific resource needs and administrative requirements for this project and will move forward with the implementation of either CM Labor Option 1 or Option 2, as agreed to with the Owner. As the project progresses, we will periodically re-evaluate the needs and requirements of this project with the Owner and adjust our CM Labor, as as agreed to with the Owner. »

Schedule Adjustment:

« Work on this project will begin within five (5) days of written notice to proceed and will be completed in the following approximate timeframes.

Preconstruction and Construction Phase 18 Months Maximum (including one month PreConstruction and one month Close-out)»

SIGNATURES:

ARCHITECT (Firm name)

OWNER (Firm name)

SIGNATURE

SIGNATURE

PRINTED NAME AND TITLE

PRINTED NAME AND TITLE

DATE

DATE

**CITY OF SHEBOYGAN  
RESOLUTION 12-26-27**

**BY ALDERPERSONS DEKKER AND KELLY.**

**MAY 11, 2026.**

A RESOLUTION to alter the at-grade crossing of Wildwood Avenue, a public street with the tracks of the Union Pacific Railroad.

WHEREAS, the City of Sheboygan proposes to alter the at-grade crossing of Wildwood Avenue, a public street with the tracks of the Union Pacific Railroad; and

WHEREAS, the alteration crossing is necessary to promote public safety and convenience and support local commerce as further identified in Exhibit A; and

WHEREAS, Section 195.29 Wisconsin Statutes authorizes the Office of the Commissioner of Railroads to determine whether the alteration of the crossing is necessary to promote public safety and convenience, to determine the necessary warning devices for the new crossing, and to apportion all costs for the crossing, including the costs of any automatic warning devices.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are authorized to take all necessary steps to petition the Office of the Commissioner of Railroads for an investigation and order to approve the alteration of the crossing, to determine the necessary warning devices, and to apportion the costs for the crossing of Wildwood Avenue with the tracks of the Union Pacific Railroad in the City of Sheboygan, Sheboygan County.

BE IT FURTHER RESOLVED: That the City of Sheboygan staff shall comply with Chapter 195, Wisconsin Statutes and RR 1.025, Wisconsin Administrative Code in the filing of the petition.

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



3220 Crocker Avenue, Sheboygan, WI 53081 | 920.803.0778 Tel | 920.803.0779 Fax

**March 26, 2026**

Kevin Jump, PE  
City Engineer  
City of Sheboygan | Department of Public Works | Engineering Division  
920-459-3367 |

Dear Sir,

I am writing to request that the Common Council approve a resolution petitioning for the alteration of an at-grade crossing described on the engineering drawings submitted to your office.

As you know, SACO AEI Polymers has purchased the old Nemschoff Building at 1012 South 22<sup>nd</sup> Street in Sheboygan and has invested multiple millions of dollars in building renovations, new production capability and new R&D laboratories. Our new production process will consume large quantities of specific polymer resins (in the form of plastic pellets). Without access to low-cost rail delivery of these raw materials, the process would likely not be economically viable. Short term higher costs of raw materials delivered by truck can be absorbed temporarily but it is not sustainable. Without rail access at the facility, SACO could lose significant investments already made in the new manufacturing capability and hiring would be negatively affected. Significant delays would also tarnish SACO's reputation as a reliable partner in the supply chains we service.

Thank you for your help in this matter. If you have any questions or comments, please contact either Steve Baumhardt or me. My contact information can be found at the bottom of my email. SACO AEI Polymers looks forward to continued success building our business within the City of Sheboygan.

*Ronald E. Smolenski*

Ronald E. Smolenski  
COO, SACO AEI Polymers, Inc.

**CITY OF SHEBOYGAN  
RESOLUTION 14-26-27**

**BY ALDERPERSONS MITCHELL AND PERRELLA.**

**MAY 11, 2026.**

A RESOLUTION authorizing the issuance and sale of up to \$2,971,943 water utility revenue bonds, series 2026, and providing for other details and covenants with respect thereto, and approval of related financial assistance agreement.

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

WHEREAS, pursuant to a resolution adopted by the Governing Body on April 3, 2013 (the "2013 Resolution") which 2013 Resolution supplemented a resolution adopted by the Governing Body on August 15, 2005 (the "General Resolution"), the Municipality has heretofore issued its Water Utility Revenue Bonds, Series 2013, dated May 1, 2013 (the "2013 Bonds"), which are payable from the income and revenues of the System; and

WHEREAS, pursuant to a resolution adopted by the Governing Body on April 20, 2015 (the "2015 Resolution"), the Municipality has heretofore issued its Water Utility Revenue Bonds, Series 2015, dated May 13, 2015 (the "2015 Bonds"), which are payable from the income and revenues of the System; and

WHEREAS, pursuant to a resolution adopted by the Governing Body on February 5, 2018 (the "2018 Resolution") which 2018 Resolution supplemented the General Resolution, the Municipality has heretofore issued its Water Utility Revenue Bonds, Series 2018, dated March 1, 2018 (the "2018 Bonds"), which are payable from the income and revenues of the System; and

WHEREAS, pursuant to a resolution adopted by the Governing Body on May 16, 2022 (the "2022 Resolution"), the Municipality has heretofore issued its Water Utility Revenue Bonds, Series 2022, dated June 22, 2022 (the "2022 Bonds"), which are payable from the income and revenues of the System; and

WHEREAS, the 2013 Bonds, the 2015 Bonds, the 2018 Bonds and the 2022 Bonds shall collectively be referred to as the "Prior Bonds"; and

WHEREAS, the General Resolution, the 2013 Resolution, the 2015 Resolution, the 2018 Resolution and the 2022 Resolution shall collectively be referred to as the "Prior Resolutions"; and

WHEREAS, certain improvements to the System are necessary to meet the needs of the Municipality and the residents thereof, consisting of the construction of a project (the "Project") assigned Safe Drinking Water Loan Program Project No. 4901-12 by the Department of Natural Resources, and as described in the Department of Natural Resources approval letter for the plans and specifications of the Project, or portions thereof, issued under Section 281.41, Wisconsin Statutes, assigned No. W-2024-0938 and dated February 19, 2025 by the DNR; and

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

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

WHEREAS, the Prior Resolutions permit the issuance of additional bonds on a parity with the Prior Bonds upon certain conditions, and those conditions have been met; and

WHEREAS, other than the Prior Bonds, no bonds or obligations payable from the revenues of the System are now outstanding.

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

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

- (a) "Act" means Section 66.0621, Wisconsin Statutes;
- (b) "Bond Registrar" means the Municipal Treasurer which shall act as Paying Agent for the Bonds;
- (c) "Bonds" means the \$2,971,943 Water Utility Revenue Bonds, Series 2026, of the Municipality dated their date of issuance, authorized to be issued by this Resolution;
- (d) "Bond Year" means the twelve-month period ending on each May 1;
- (e) "Current Expenses" means the reasonable and necessary costs of operating, maintaining, administering and repairing the System, including salaries, wages, costs of materials and supplies, insurance and audits, but shall exclude depreciation, debt service, tax equivalents and capital expenditures;
- (f) "Debt Service Fund" means the Water Utility Special Redemption Fund of the Municipality, which shall be the "special redemption fund" as such term is defined in the Act;

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

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

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

(j) "Gross Earnings" means the gross earnings of the System, including earnings of the System derived from water charges imposed by the Municipality, all payments to the Municipality under any service agreements between the Municipality and any contract users of the System, and any other monies received from any source including all rentals and fees, any tax incremental district revenues or other revenues of the Municipality appropriated by the Governing Body to the System pursuant to Section 9, and any special assessments levied and collected in connection with the Project;

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

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

(m) "Net Revenues" means the Gross Earnings of the System after deduction of Current Expenses;

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

(o) "Prior Bonds" means the 2013 Bonds, the 2015 Bonds, the 2018 Bonds and the 2022 Bonds, collectively;

(p) "Prior Resolutions" means the General Resolution, the 2013 Resolution, the 2015 Resolution, the 2018 Resolution and the 2022 Resolution, collectively;

(q) "Project" means the Project described in the preamble to this Resolution. All elements of the Project are to be owned and operated by the Municipality as part of the System as described in the preamble hereto;

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

(s) "System" means the entire water system of the Municipality specifically including that portion of the Project owned by the Municipality and including all property of every nature now or hereafter owned by the Municipality for the extraction, collection, treatment, storage and distribution of water, including all improvements and extensions thereto made by the Municipality while any of the Bonds and Parity Bonds remain outstanding, including all real and personal property of every nature comprising part of or used or useful in connection with such water system and including all appurtenances, contracts, leases, franchises, and other intangibles;

(t) "2013 Bonds" means the Municipality's Water Utility Revenue Bonds, Series 2013, dated May 1, 2013;

(u) "2013 Resolution" means a resolution adopted by the Governing Body on April 3, 2013 authorizing the issuance of the 2013 Bonds;

(v) "2015 Bonds" means the Municipality's Water Utility Revenue Bonds, Series 2015, dated May 13, 2015;

(w) "2015 Resolution" means a resolution adopted by the Governing Body on April 20, 2015 authorizing the issuance of the 2015 Bonds;

(x) "2018 Bonds" means the Municipality's Water Utility Revenue Bonds, Series 2018, dated March 1, 2018;

(y) "2018 Resolution" means a resolution adopted by the Governing Body on February 5, 2018 authorizing the issuance of the 2018 Bonds;

(z) "2022 Bonds" means the Municipality's Water Utility Revenue Bonds, Series 2022, dated June 22, 2022; and

(aa) "2022 Resolution" means a resolution adopted by the Governing Body on May 16, 2022 authorizing the issuance of the 2022 Bonds.

Section 2. Authorization of the Bonds and the Financial Assistance Agreement. For the purpose of paying the cost of the Project (including legal, fiscal, engineering and other expenses), there shall be borrowed on the credit of the income and revenue of the System up to the sum of \$2,971,943; and fully registered revenue bonds of the Municipality are authorized to be issued in evidence thereof and sold to the State of Wisconsin Safe Drinking Water Loan Program in accordance with the terms and conditions of the Financial Assistance Agreement, which is incorporated herein by this reference and the Mayor and City Clerk of the Municipality are hereby authorized, by and on behalf of the Municipality, to execute the Financial Assistance Agreement.

Section 3. Terms of the Bonds. The Bonds shall be designated "Water Utility Revenue Bonds, Series 2026" (the "Bonds"); shall be dated their date of issuance; shall be numbered one and upward; shall bear interest at the rate of 2.365% per annum; shall be issued in denominations of \$0.01 or any integral multiple thereof; and shall mature on the dates and in the amounts as set forth in Exhibit B of the Financial Assistance Agreement and in the Bond form attached hereto as Exhibit A as it is from time to time adjusted by the State of Wisconsin based upon the actual draws made by the Municipality. Interest on the Bonds shall be payable commencing on November 1, 2026 and semiannually thereafter on May 1 and November 1 of each year. The Bonds shall not be subject to redemption prior to maturity except as provided in the Financial Assistance Agreement.

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

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

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

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

Both the principal of and interest on the Bonds shall be payable in lawful money of the United States of America by the Bond Registrar. Payment of principal of the final

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

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

Section 6. Funds and Accounts. In accordance with the Act, for the purpose of the application and proper allocation of the revenues of the System, and to secure the payment of the principal of and interest on the Prior Bonds, the Bonds and Parity Bonds, certain funds of the System which were created or continued by the Prior Resolutions are hereby further continued and shall be used solely for the following respective purposes:

- (a) Water Utility Revenue Fund (the "Revenue Fund"), into which shall be deposited as received the Gross Earnings of the System, which money shall then be divided among the Operation and Maintenance Fund, the Debt Service Fund, the Depreciation Fund and the Surplus Fund in the amounts and in the manner set forth in Section 7 hereof and used for the purposes described below.
- (b) Water Utility Operation and Maintenance Fund (the "Operation and Maintenance Fund"), which shall be used for the payment of Current Expenses.
- (c) Water Utility Special Redemption Fund (the "Debt Service Fund"), which shall be divided into two separate accounts to be known as the "Interest and Principal Account" and "Reserve Account". The Interest and Principal Account shall be used for the payment of the principal of, premium, if any, and interest on the Prior Bonds, the Bonds and Parity Bonds as the same becomes due. The Reserve Account shall be used only for the purpose of paying the principal of or interest on the 2013 Bonds, the 2018 Bonds and any future Parity Bonds secured thereby at any time when there shall be insufficient money in the Interest and Principal Account. The 2015 Bonds, the 2022 Bonds and the Bonds are not secured by the Reserve Account and amounts on the deposit in the Reserve Account shall under no circumstances be used to pay principal or interest on the 2015 Bonds, the 2022 Bonds or the Bonds.

- (d) Water Utility Depreciation Fund (the "Depreciation Fund"), which shall be used primarily to make good any depreciation in the System, to repairs, replacements, new construction, extensions or additions to the System, and, any amount on deposit in the Depreciation Fund not required during the current Fiscal Year may be transferred to the Surplus Fund and used as provided in Section 6(e) hereof but which also may be used for the payment of principal of and interest on the Prior Bonds, Bonds and any Parity Bonds at any time when there shall be insufficient money in the Special Redemption Fund and to remedy any deficiency in the Special Redemption Fund; and
- (e) Water Utility Surplus Fund (the "Surplus Fund"), which shall first be used whenever necessary to pay principal of, premium, if any, or interest on the Prior Bonds, the Bonds and Parity Bonds when the Debt Service Fund shall be insufficient for such purpose, and thereafter shall be disbursed as follows: (i) at any time, to remedy any deficiency in any of the Funds provided in this Section 6 hereof; and (ii) money thereafter remaining in the Surplus Fund at the end of any Fiscal Year may be transferred to any of the funds or accounts continued or created herein or to reimburse the general fund of the Municipality for advances made by the Municipality to the System.

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

- (a) to the Operation and Maintenance Fund, in an amount equal to the estimated Current Expenses for such month and for the following month (after giving effect to available amounts in said Fund from prior deposits);
- (b) to the Debt Service Fund, for monthly transfer to the Interest and Principal Account thereof, an amount equal to one-sixth (1/6) of the next installment of interest coming due on the Prior Bonds, the Bonds and any Parity Bonds then outstanding and an amount equal to one-twelfth (1/12) of the installment of principal of the Prior Bonds, the Bonds and any Parity Bonds coming due during such Bond Year (after giving effect to available amounts in said Fund from accrued interest, any premium or any other source);
- (c) to the Debt Service Fund, for monthly transfer to the Reserve Account thereof, the amount (if any) required by the Prior Resolutions or future resolutions authorizing the issuance of Parity Bonds secured thereby;
- (d) to the Depreciation Fund, an amount determined from time to time by the Governing Body to provide a proper and adequate depreciation account for the System; any money on deposit in the Depreciation Fund, and not required during the current Fiscal Year for the purposes of said fund, may be transferred to the Surplus Fund; and,
- (e) to the Surplus Fund, any amount remaining in the Revenue Fund after the monthly transfers required above have been completed.

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

It is the express intent and determination of the Governing Body that the amounts transferred from the Revenue Fund and deposited in the Debt Service Fund shall be sufficient in any event to pay the interest on the Prior Bonds, the Bonds and any Parity Bonds as the same accrues and the principal thereof as the same matures, and to provide any amounts required to be paid monthly into the Reserve Account.

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

Section 9. Service to the Municipality. The reasonable cost and value of services rendered to the Municipality by the System by furnishing water services for public purposes shall be charged against the Municipality and shall be paid in quarterly installments as the service accrues, out of the current revenues of the Municipality collected or in the process of collection, exclusive of the revenues derived from the System; that is to say, out of the tax levy of the Municipality made by it to raise money to meet its necessary current expenses. The reasonable cost and value of such service to the Municipality in each year shall be equal to an amount which, together with other revenues of the System, will produce in each Fiscal Year Net Revenues equivalent to not less than the annual principal and interest requirements on the Prior Bonds, the Bonds, any Parity Bonds and any other obligations payable from the revenues of the System then outstanding, times the greater of (i) 110% or (ii) the highest debt service coverage ratio required with respect to any obligations payable from revenues of the System then outstanding. However, such payment out of the tax levy shall be subject to (a) approval of the Public Service Commission, or successors to its function, if applicable, (b) yearly appropriations therefor, and (c) applicable levy limitations, if any; and neither this Resolution nor such payment shall be construed as constituting an obligation of the Municipality to make any such appropriation over and above the reasonable cost and value

of the services rendered to the Municipality and its inhabitants or to make any subsequent payment over and above such reasonable cost and value.

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

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

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

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

(1) The Net Revenues of the System for the Fiscal Year immediately preceding the issuance of such additional bonds must have been in an amount at least equal to the maximum annual interest and principal requirements on all bonds outstanding payable from the revenues of the System, and on the bonds then to be issued, times the greater of (i) 1.10 or (ii) the highest debt service coverage ratio to be required with respect to the Additional Parity Bonds to be issued or any other obligations payable from the revenues of the System then outstanding. Should an increase in permanent rates and charges, including those made to the Municipality, be properly ordered and made effective during the Fiscal Year immediately prior to the issuance of such additional bonds or during that part of the Fiscal Year of issuance prior to such issuance, then Net Revenues for purposes of such computation shall include such additional revenues as a registered municipal advisor, an independent certified public accountant, consulting professional engineer or the Wisconsin Public Service Commission may calculate would have accrued during the prior Fiscal Year had the new rates been in effect during that entire immediately prior Fiscal Year.

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

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

(4) The proceeds of the additional bonds must be used only for the purpose of providing extensions or improvements to the System, or to refund obligations issued for such purpose.

Section 12. Sale of Bonds. The sale of the Bonds to the State of Wisconsin Safe Drinking Water Loan Program for the purchase price of up to \$2,971,943 and at par, is

ratified and confirmed; and the officers of the Municipality are authorized and directed to do any and all acts, including executing the Financial Assistance Agreement and the Bonds as hereinabove provided, necessary to conclude delivery of the Bonds to said purchaser, as soon after adoption of this Resolution as is convenient. The purchase price for the Bonds shall be paid upon requisition therefor as provided in the Financial Assistance Agreement, and the officers of the Municipality are authorized to prepare and submit to the State requisitions and disbursement requests in anticipation of the execution of the Financial Assistance Agreement and the issuance of the Bonds.

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

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

Section 15. Defeasance. When all Bonds have been discharged, all pledges, covenants and other rights granted to the owners thereof by this Resolution shall cease. The Municipality may discharge all Bonds due on any date by irrevocably depositing in escrow with a suitable bank or trust company a sum of cash and/or bonds or securities issued or guaranteed as to principal and interest of the U.S. Government, or of a commission, board or other instrumentality of the U.S. Government, maturing on the dates and bearing interest at the rates required to provide funds sufficient to pay when due the interest to accrue on each of said Bonds to its maturity or, at the Municipality's option, if said Bond is prepayable to any prior date upon which it may be called for redemption, and to pay and redeem the principal amount of each such Bond at maturity, or at the Municipality's option, if said Bond is prepayable, at its earliest redemption date, with the premium required for such redemption, if any, provided that notice of the redemption of all prepayable Bonds on such date has been duly given or provided for.

Section 16. Rebate Fund. Unless the Bonds are exempt from the rebate requirements of the Internal Revenue Code of 1986, as amended (the "Code"), the Municipality shall establish and maintain, so long as the Bonds and any Parity Bonds are outstanding, a separate account to be known as the "Rebate Fund." The sole purpose of the Rebate Fund is to provide for the payment of any rebate liability with respect to the Bonds under the relevant provisions of the Code and the Treasury Regulations promulgated thereunder (the "Regulations"). The Rebate Fund shall be maintained by the Municipality until all required rebate payments with respect to the Bonds have been made in accordance with the relevant provisions of the Code and the Regulations.

The Municipality hereby covenants and agrees that it shall pay to the United States from the Rebate Fund, at the times and in the amounts and manner required by the Code and the Regulations, the portion of the "rebate amount" (as defined in Section 1.148-3(b) of the Regulations) that is due as of each "computation date" (within the meaning of Section 1.148-3(e) of the Regulations). As of the date of this Resolution, the provisions of the Regulations specifying the required amounts of rebate installment payments and the time and manner of such payments are contained in Sections 1.148-3(f) and (g) of the Regulations, respectively. Amounts held in the Rebate Fund and the investment income therefrom are not pledged as security for the Bonds or any Parity Bonds and may only be used for the payment of any rebate liability with respect to the Bonds.

The Municipality may engage the services of accountants, attorneys or other consultants necessary to assist it in determining the rebate payments, if any, owed to the United States with respect to the Bonds. The Municipality shall maintain or cause to be maintained records of determinations of rebate liability with respect to the Bonds for each computation date until six (6) years after the retirement of the last of the Bonds. The Municipality shall make such records available to the State of Wisconsin upon reasonable request therefor.

Section 17. Resolution a Contract. The provisions of this Resolution shall constitute a contract between the Municipality and the owner or owners of the Bonds, and after issuance of any of the Bonds no change or alteration of any kind in the provisions of this Resolution may be made, except as provided in Section 14, until all of the Bonds have been paid in full as to both principal and interest. The owner or owners of any of the Bonds shall have the right in addition to all other rights, by mandamus or other suit or action in any court of competent jurisdiction, to enforce such owner's or owners' rights against the Municipality, the Governing Body thereof, and any and all officers and agents thereof including, but without limitation, the right to require the Municipality, its Governing Body and any other authorized body, to fix and collect rates and charges fully adequate to carry out all of the provisions and agreements contained in this Resolution.

Section 18. Continuing Disclosure. The officers of the Municipality are hereby authorized and directed, if requested by the State of Wisconsin, to provide to the State of Wisconsin Safe Drinking Water Loan Program and to such other persons or entities as directed by the State of Wisconsin such ongoing disclosure regarding the Municipality's financial condition and other matters, at such times and in such manner as the Safe Drinking Water Loan Program may require, in order that securities issued by the Municipality and the State of Wisconsin satisfy rules and regulations promulgated by the

Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended and as it may be amended from time to time, imposed on brokers and dealers of municipal securities before the brokers and dealers may buy, sell, or recommend the purchase of such securities.

Section 19. Conflicting Resolutions. All ordinances, resolutions (other than the Prior Resolutions), or orders, or parts thereof heretofore enacted, adopted or entered, in conflict with the provisions of this Resolution, are hereby repealed and this Resolution shall be in effect from and after its passage. In case of any conflict between this Resolution and the Prior Resolutions, the Prior Resolutions shall control as long as any of the respective Prior Bonds are outstanding.

Passed: May 18, 2026  
Approved: May 18, 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

EXHIBIT A  
(Form of Municipal Obligation)

REGISTERED  
NO. \_\_\_\_\_

UNITED STATES OF AMERICA  
STATE OF WISCONSIN  
SHEBOYGAN COUNTY  
CITY OF SHEBOYGAN

REGISTERED  
\$\_\_\_\_\_

WATER UTILITY REVENUE BOND, SERIES 2026

Final  
Maturity Date

Date of  
Original Issue

May 1, 2046

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

REGISTERED OWNER: STATE OF WISCONSIN SAFE DRINKING WATER LOAN PROGRAM

FOR VALUE RECEIVED the City of Sheboygan, Sheboygan County, Wisconsin (the "Municipality") hereby acknowledges itself to owe and promises to pay to the registered owner shown above, or registered assigns, solely from the fund hereinafter specified, the principal sum of an amount not to exceed \_\_\_\_\_ DOLLARS (\$\_\_\_\_\_) (but only so much as shall have been drawn hereunder, as provided below) on May 1 of each year commencing May 1, 2028 until the final maturity date written above, together with interest thereon (but only on amounts as shall have been drawn hereunder, as provided below) from the dates the amounts are drawn hereunder or the most recent payment date to which interest has been paid, at the rate of 2.365% per annum, calculated on the basis of a 360-day year made up of twelve 30-day months, such interest being payable on the first days of May and November of each year, with the first interest being payable on November 1, 2026.

The principal amount evidenced by this Bond may be drawn upon by the Municipality in accordance with the Financial Assistance Agreement entered by and between the Municipality and the State of Wisconsin by the Department of Natural Resources and the Department of Administration including capitalized interest transferred (if any). The principal amounts so drawn shall be repaid in installments on May 1 of each year commencing on May 1, 2028 in an amount equal to an amount which when amortized over the remaining term of this Bond plus current payments of interest (but only on amounts drawn hereunder) at Two and 365/1000ths percent (2.365%) per annum shall result in equal annual payments of the total of principal and the semiannual payments of interest. The State of Wisconsin Department of Administration shall record such draws and corresponding principal repayment schedule on a cumulative basis in the format shown on the attached Schedule A.

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

This Bond shall not be redeemable prior to its maturity, except with the consent of the registered owner.

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

This Bond is issued for the purpose of providing for the payment of the cost of constructing improvements to the Water Utility of the Municipality, pursuant to Article XI, Section 3, of the Wisconsin Constitution, Section 66.0621, Wisconsin Statutes, and a resolution adopted May 18, 2026, and entitled: "Resolution Authorizing the Issuance and Sale of Up to \$2,971,943 Water Utility Revenue Bonds, Series 2026, and Providing for Other Details and Covenants With Respect Thereto, and Approval of Related Financial Assistance Agreement" and is payable only from the income and revenues of the Water System of the Municipality (the "Utility"). The Bonds are issued on a parity with the Municipality's Water Utility Revenue Bonds, Series 2013, dated May 1, 2013, Water Utility Revenue Bonds, Series 2015, dated May 13, 2015, Water Utility Revenue Bonds, Series 2018, dated March 1, 2018 and Water Utility Revenue Bonds, Series 2022, dated June 22, 2022, as to the pledge of income and revenues of the Utility. This Bond does not constitute an indebtedness of said Municipality within the meaning of any constitutional or statutory debt limitation or provision.

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

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

(SEAL)

CITY OF SHEBOYGAN,  
WISCONSIN

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

Ryan Sorenson  
Mayor

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

Meredith DeBruin  
City Clerk

(Form of Assignment)

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Please insert Social Security or other identifying number of Assignee

\_\_\_\_\_

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

\_\_\_\_\_

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

Dated: \_\_\_\_\_

\_\_\_\_\_

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

Signature(s) guaranteed by

\_\_\_\_\_

SCHEDULE A  
\$2,971,943  
CITY OF SHEBOYGAN, WISCONSIN  
WATER UTILITY REVENUE BONDS, SERIES 2026

<u>Amount of Disbursement</u>	<u>Date of Disbursement</u>	<u>Series of Bonds</u>	<u>Principal Repaid</u>	<u>Principal Balance</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

SCHEDULE A (continued)  
PRINCIPAL REPAYMENT SCHEDULE

<u>Date</u>	<u>Principal Amount</u>
May 1, 2028	\$125,710.05
May 1, 2029	128,683.09
May 1, 2030	131,726.44
May 1, 2031	134,841.78
May 1, 2032	138,030.78
May 1, 2033	141,295.21
May 1, 2034	144,636.84
May 1, 2035	148,057.50
May 1, 2036	151,559.07
May 1, 2037	155,143.44
May 1, 2038	158,812.58
May 1, 2039	162,568.50
May 1, 2040	166,413.24
May 1, 2041	170,348.91
May 1, 2042	174,377.67
May 1, 2043	178,501.70
May 1, 2044	182,723.26
May 1, 2045	187,044.67
May 1, 2046	191,468.27

**CITY OF SHEBOYGAN  
GENERAL ORDINANCE 2-26-27**

**BY ALDERPERSON CLOSE.**

**MAY 12, 2026.**

AN ORDINANCE amending the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance to change the Use District Classification of Parcel No. 59281629560, 2040 North Avenue, Sheboygan, WI from Class Urban Industrial to Urban Commercial Classification.

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

**SECTION 1: AMENDMENT** Chapter 105 of the Sheboygan Zoning Ordinance establishing zoning districts and prescribing zoning standards and regulations is hereby *amended* as follows:

The Official Zoning Map of the City of Sheboygan is hereby amended with regard to the following described lands and the Use District Classification for those same lands is hereby amended from Class Urban Industrial to Urban Commercial Classification:

Property located at 2040 North Avenue, Sheboygan, WI - Parcel No. 59281629560:

SECTION 15, TOWNSHIP 15 NORTH, RANGE 23 EAST

SEC 15 T15N R23E PRT NE1/4NW1/4 COM AT THE INTERSECTION OF N LN NORTH AVE & THE W LN OF NE1/4NW1/4, TH E 33' TO THE E LN N 21<sup>ST</sup> ST, TH N 20.68' TO P.O.B. TH N 118.32', TH E 160', TH S 139', TH W 132.12', TH N 53\*10'5"W34.74'TO P.O.B.

**SECTION 2: REPEALER CLAUSE** All ordinances or resolutions or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

**SECTION 3: EFFECTIVE DATE** This Ordinance shall be in effect from and after its passage and publication according to law.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

\_\_\_\_\_.

Presiding Officer

Attest

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

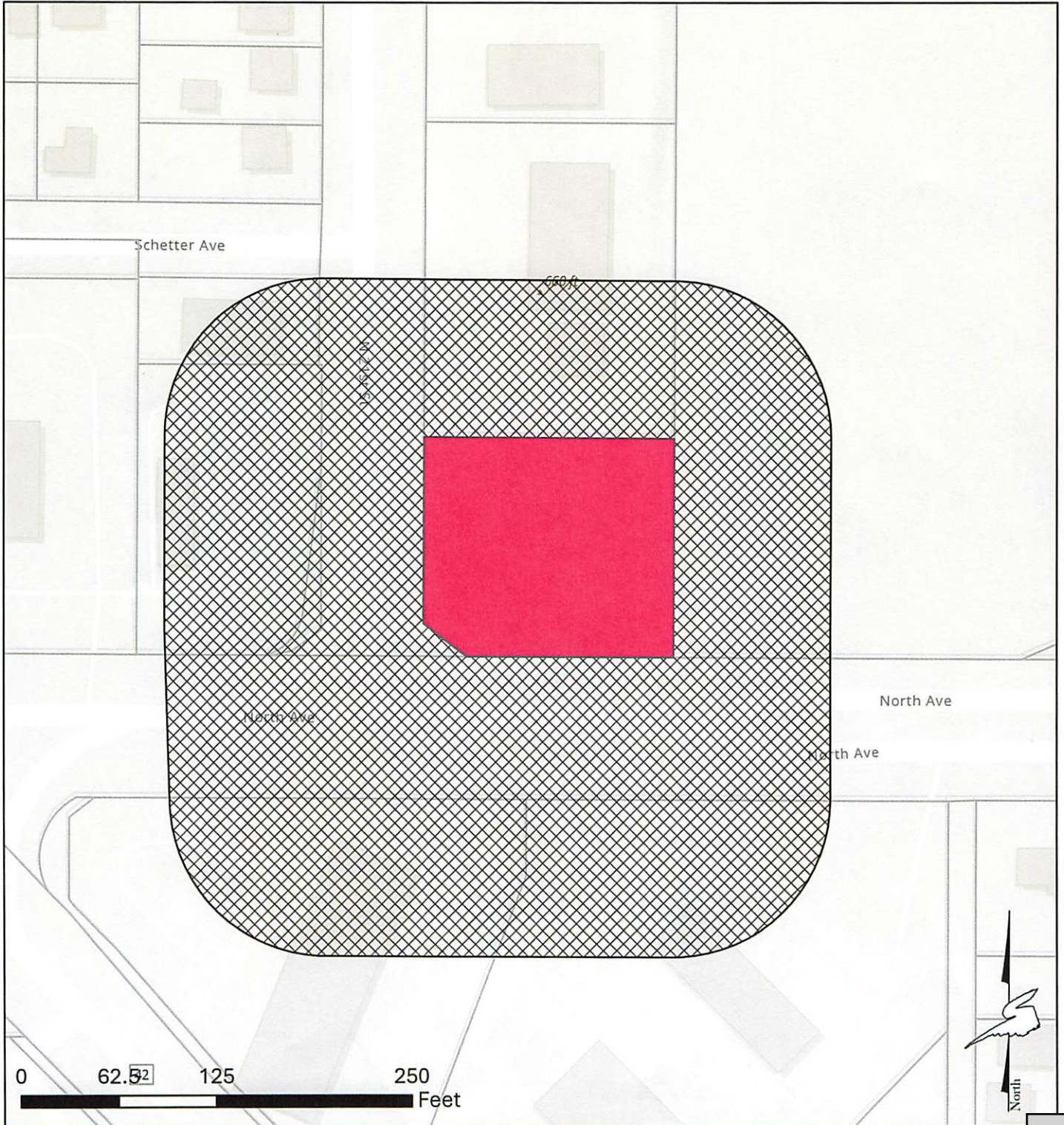
\_\_\_\_\_  
Meredith DeBruin, City Clerk, City of  
Sheboygan



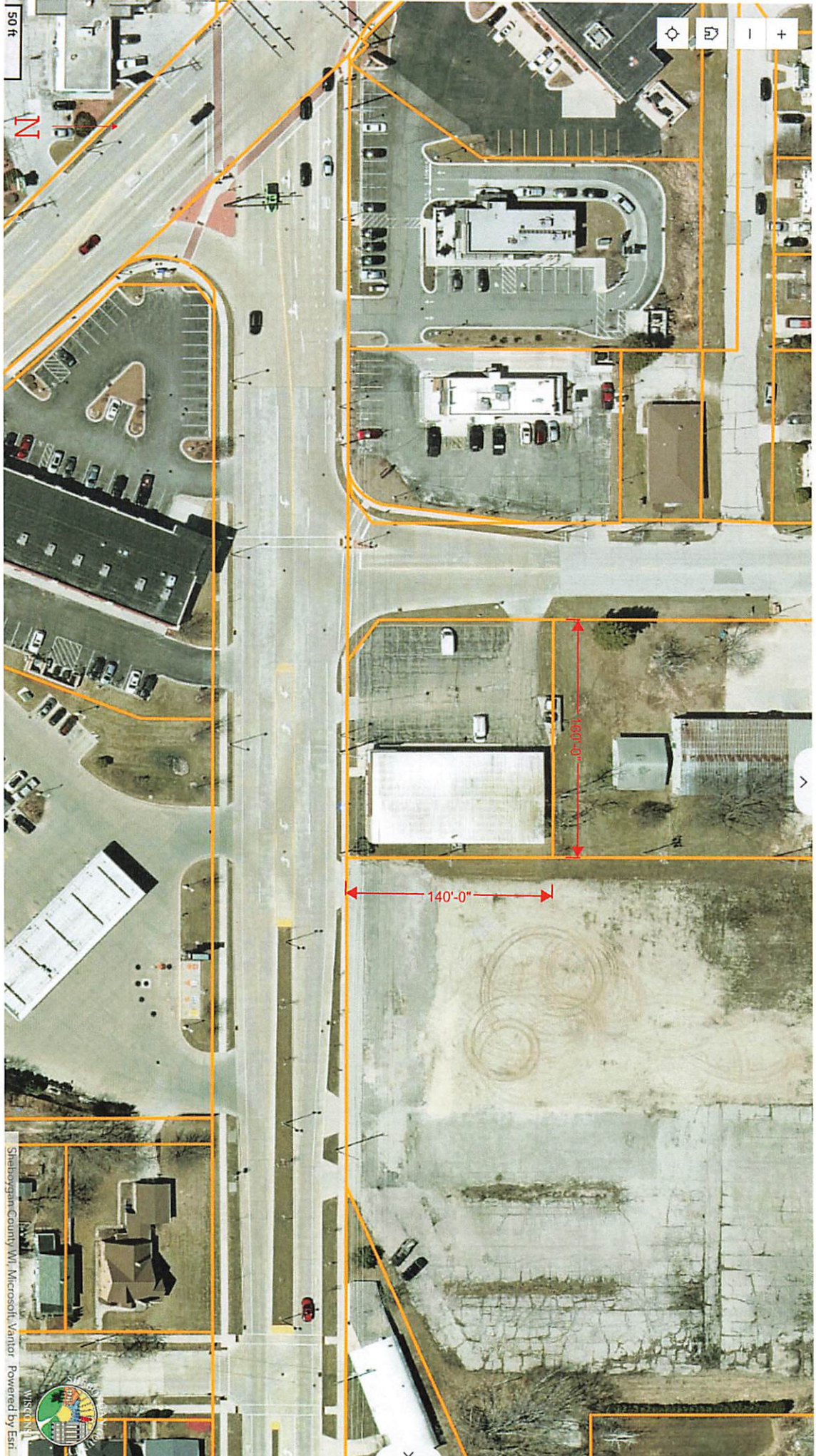
# PROPOSED REZONE FROM URBAN INDUSTRIAL TO URBAN COMMERCIAL

SECTION 15, TOWNSHIP 15 NORTH, RANGE 23 EAST

SEC 15 T15N R23E PRT NE1/4 NW1/4 COM AT THE INTERSECTION OF N LN NORTH AVE & THE W LN OF NE1/4 NW1/4, TH E 33' TO THE E LN N 21ST ST, TH N 20.68' TO P.O.B. TH N 118.32', TH E 160', TH S 139', TH W 132.12', TH N 53\*10'5" W 34.74' TO P.O.B.







Item 27.

OFFICE USE ONLY	Item 27.
APPLICATION NO.: _____	
RECEIPT NO.: _____	
FILING FEE: <b>\$200.00</b> (Payable to City of Sheboygan)	

**CITY OF SHEBOYGAN  
APPLICATION FOR  
AMENDMENT OF OFFICIAL ZONING MAP**  
(Requirements Per Section 105.996)  
Revised January 2024

Completed application is to be filed with the Office of the City Clerk, City Hall, 828 Center Avenue. Application will not be processed if all required attachments and filing fee of **\$200** (payable to the City of Sheboygan) is not submitted along with a complete and legible application. Application filing fee is non-refundable.

**1. APPLICANT INFORMATION**

APPLICANT: ANTHONY TISLAU PHONE NO.: ( 920 ) 889-0707  
 ADDRESS: W2013 FAIRFIELD LN. E-MAIL: ANTHONYTISLAU@GMAIL.COM  
 OWNER OF SITE: J&P REAL ESTATE PHONE NO.: ( 920 ) 912-6603

**2. DESCRIPTION OF THE SUBJECT SITE**

ADDRESS OF PROPERTY AFFECTED: 2040 N. AVE SHEBOYGAN, WI 53083  
 LEGAL DESCRIPTION: SEC 15 T15N R23E PRT NE1/4 NW1/4 COM AT THE INTERSECTION OF N LN NORTH AVE & THE W LN OF NE1/4 NW1/4, TH E 33' TO THE E LN N 21ST ST, TH N 20.68' TO P.O.B. TH N 118.32', TH E 160', TH S 139', TH W 132.12', TH N 53\*10'5" W 34.74' TO P.O.B.

PARCEL NO. 59281629560 MAP NO. \_\_\_\_\_

EXISTING ZONING DISTRICT CLASSIFICATION: URBAN INDUSTRIAL

PROPOSED ZONING DISTRICT CLASSIFICATION: URBAN COMMERCIAL

BRIEF DESCRIPTION OF THE **EXISTING** OPERATION OR USE: \_\_\_\_\_

COMMUNICATIONS BUSINESS "OOSTDYK AND WILKE"

BRIEF DESCRIPTION OF THE **PROPOSED** OPERATION OR USE: \_\_\_\_\_

PROPOSED CHARTER / EDUCATIONAL FACILITY "FUNDAMENTALS LLC"

**3. JUSTIFICATION OF THE PROPOSED ZONING MAP AMENDMENT**

How does the proposed Official Zoning Map amendment further the purposes of the Zoning Ordinance as outlined in Section 15.005 and, for flood plains or wetlands, the applicable rules and regulations of the Wisconsin Department of Natural Resources and the Federal Emergency Management Agency? \_\_\_\_\_

GREAT REPURPOSED USE FOR THIS BUILDING TYPE AND LOCATION

---

NO NEGATIVE EFFECTS ON SITE / NATURAL RESOURCES

---

Which of the following factors has arisen that are not properly addressed on the current Official Zoning Map? (Provide explanation in space provided below.)

- The designations of the Official Zoning Map should be brought into conformity with the Comprehensive Master Plan.
- A mistake was made in mapping on the Official Zoning Map. (An area is developing in a manner and purpose different from that for which it is mapped.) *NOTE: If this reason is cited, it must be demonstrated that the discussed inconsistency between actual land use and designated zoning is not intended, as the City may intend to stop an undesirable land use pattern from spreading.*
- Factors have changed, (such as the availability of new data, the presence of new roads or other infrastructure, additional development, annexation, or other zoning changes), making the subject property more appropriate for a different zoning district.
- Growth patterns or rates have changed, thereby creating the need for an amendment to the Official Zoning Map.
- Explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

How does the proposed amendment to the Official Zoning Map maintain the desired consistency of land uses, land use intensities, and land use impacts as related to the environs of the subject property? \_\_\_\_\_

ADJACENT URBAN COMMERCIAL ZONING. NEW TENANTS USE DOES IS NOT

---

CONDITIONALLY LISTED FOR URBAN INDUSTRIAL

---

Indicate reasons why the applicant believes the proposed map amendment is in harmony with the recommendations of the City of Sheboygan Comprehensive Plan.

OVERALL GREAT USE OF AN EXISTING FACILITY. LOCAL DEMAND FOR  
THIS TYPE OF FACILITY. ADJACENT URBAN COMMERCIAL ZONING.

**4. CERTIFICATE**

I hereby certify that all the above statements and attachments submitted hereto are true and correct to the best of my knowledge and belief.

  
\_\_\_\_\_  
**APPLICANT'S SIGNATURE**

  
\_\_\_\_\_  
**DATE**

ANTHONY TISLAU  
\_\_\_\_\_  
**PRINT ABOVE NAME**

**APPLICATION SUBMITTAL REQUIREMENTS**

A copy of the current zoning map of the subject property and vicinity showing:

- The property proposed to be rezoned.
- All lot dimensions of the subject property.
- All other lands within 100 feet of the subject property.
- Map size not more than 11" X 17" and map scale not less than 1" = 600'.
- Graphic scale and north arrow.

CLK322B

City Of Sheboygan  
City Clerk's Office

\* General Receipt \*

Receipt No: 260269

License No: 0000

Date: 04/09/2026

Received By: MC

Received From: ANTHONY TISLAU 2040 NORTH AVE

Memo:

Method of Payment: \$200.00 Check No. 1003

Total Received: \$200.00

<u>Fee Description</u>	<u>Fee</u>
Zoning Change	200.00

This document signifies receipt of fees in the amount indicated above.

**CITY OF SHEBOYGAN  
ORDINANCE 3-26-27**

**BY ALDERPERSON MICHAEL CLOSE**

**MAY 18, 2026.**

AN ORDINANCE creating article 48-VI: Pedestrian Malls.

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

**SECTION 1:** AMENDMENT “ARTICLE 48-VI (Reserved)” of the Sheboygan Municipal Code is hereby *amended* as follows:

**BEFORE AMENDMENT**

ARTICLE 48-VI (Reserved)

**AFTER AMENDMENT**

ARTICLE 48-VI (~~Reserved~~)PEDESTRIAN MALLS

**Sec 48-261 Pedestrian Malls Established.**

Pursuant to Wis. Stat. § 66.0905, the common council designates each of the following streets, roads, or public ways as a pedestrian mall and prohibits or limits vehicular travel thereon as indicated:

- (a) Seasonal pedestrian mall: from May 15th through October 31st.
  - (1) St. Clair Avenue from the western marked edge of the crosswalk on the west side of North 8th Street to a point 130 feet west of the western curb line of North 8th Street.
- (b) Year-round pedestrian mall: (reserved)

**SECTION 2:** REPEALER CLAUSE All ordinances or resolutions or parts thereof, which are in conflict herewith, are hereby repealed.

**SECTION 3:** EFFECTIVE DATE This Ordinance shall be in full force and effect on and after the required approval 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