ATTACHMENTS

City of Sheboygan
spirit on the lake

February 9, 2021

HONORABLE MEMBERS OF THE COMMON COUNCIL:

I hereby submit the following appointment for your consideration:

John Scholke to be considered for appointment to the Senior Activity Center Commission to fill a vacancy with the term expiring on 04/17/2023.

MICHAEL J. VANDERSTEEN, MAYOR

MAYOR'S OFFICE

CITY HALL
828 CENTER AVE.
SHEBOYGAN, WI
53081

920-459-3317
sheboyganwi.gov

City of Sheboygan
spirit on the lake

John Scholke

John Scholke is currently retired

Employment History:

North High School Security Officer

Sheboygan County Sheriff Deputy
Supervisor, Sheboygan County Corrections Facility
Project Manager, Sheboygan County Corrections Facility Building Project

Community Involvement:

Board member and Board President of Mental Health America in Sheboygan County

Committee member and Committee Chair of "There is Hope" Annual Walk for Suicide Awareness

2020 MHA Mental Health Champion Volunteer Award

MAYOR'S OFFICE

CITY HALL
828 CENTER AVE.
SHEBOYGAN, WI
53081

920-459-3317
sheboyganwi.gov

II

R. O. No. _____ - 20 - 21. By BOARD OF LICENSE EXAMINERS. February 15, 2021.

Submitting applications for Building Contractor License already GRANTED:

48689	Brent J Bowser 5522 Curtiss Drive Sheboygan, WI 53081-8719	Carpenter
48735	Grant L Schuldt W334N7690 Stone Bank Rd Oconomowoc, WI 53066-1418	Carpenter
48743	Nathaniel A McCranie 1807 Mapletree Road Howards Grove, WI 53083-1559	Carpenter

Board of License Examiners

VI

R. C. No. _____ - 20 - 21. By FINANCE AND PERSONNEL COMMITTEE.
February 15, 2021.

Your Committee to whom was referred R. C. No. 303-19-20 by Finance and Personnel Committee to whom was referred R. C. No. 314-18-19 by Finance and Personnel Committee and R. C. No. 416-16-17 by Finance and R. O. No. 199-16-17 by City Clerk submitting a Complaint and four (4) Summons in the matter of Kurt R. Klessig and Mary A. Heitzmann v Anthony Hamilton, Brandon Kehoe, City of Sheboygan, City of Sheboygan Police Department and Wilson Mutual Insurance Company; recommends filing the claim.

_____ _____

_____ _____

_____ _____

Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

6.13

R. C. No. 303 - 19 - 20. By FINANCE AND PERSONNEL COMMITTEE.
April 8, 2020.

Your Committee to whom was referred R. C. No. 314-18-19 by Finance and Personnel Committee and R. C. No. 416-16-17 by Finance and R. O. No. 199-16-17 by City Clerk submitting a Complaint and four (4) Summons in the matter of Kurt R. Klessig and Mary A. Heitzmann v Anthony Hamilton, Brandon Kehoe, City of Sheboygan, City of Sheboygan Police Department and Wilson Mutual Insurance Company; recommends referring to Finance and Personnel Committee of the 2020-2021 Council.

20-21 FAP file

Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

VI

5.10

R. C. No. 314 - 18 - 19. By FINANCE AND PERSONNEL COMMITTEE.
April 15, 2019.

Your Committee to whom was referred R. C. No. 283-17-18 by Finance and Personnel Committee and R. C. No. 416-16-17 by Finance and R. O. No. 199-16-17 by City Clerk submitting a Complaint and four (4) Summons in the matter of Kurt R. Klessig and Mary A. Heitzmann v Anthony Hamilton, Brandon Kehoe, City of Sheboygan, City of Sheboygan Police Department and Wilson Mutual Insurance Company; recommends referring to Finance and Personnel Committee of the new council.

Finance + Personnel
2019-2020

Ronald Dekker X
James A. Cohen
Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

VI

57

R. C. No. 283 - 17 - 18. By FINANCE AND PERSONNEL COMMITTEE.
April 4, 2018.

Your Committee to whom was referred R. C. No. 416-16-17 by Finance and R. O. No. 199-16-17 by City Clerk submitting a Complaint and four (4) Summons in the matter of Kurt R. Klessig and Mary A. Heitzmann v Anthony Hamilton, Brandon Kehoe, City of Sheboygan, City of Sheboygan Police Department and Wilson Mutual Insurance Company; recommends referring to Finance and Personnel Committee of the new council.

Finance & Personnel
2018-2019
4-8-19 refer to Finance + Personnel of new council.

James A. Bolin

Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated_____ 20____. , City Clerk

Approved_____ 20____. _____, Mayor

VII

5.7

R. C. No. 416- 16 - 17. By FINANCE. April 17, 2017.

Your Committee to whom was referred R.O. No. 199-16-17 by City Clerk submitting a Complaint and four (4) Summons in the matter of Kurt R. Klessig and Mary A. Heitzmann v Anthony Hamilton, Brandon Kehoe, City of Sheboygan, City of Sheboygan Police Department and Wilson Mutual Insurance Company; recommends referring to Finance of the new council.

Finance of new Council

2018 Finance + Personnel of new Council

Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

II

3.3

R. O. No. 199 - 16 - 17. By CITY CLERK. January 16, 2017.

Submitting a Complaint and four (4) Summons in the matter of Kurt R. Klessig and Mary A. Heitzmann v Anthony Hamilton, Brandon Kehoe, City of Sheboygan, City of Sheboygan Police Department and Wilson Mutual Insurance Company.

Finance

City Clerk

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WISCONSIN

KURT R. KLESSIG
1731 S. 13th Street
Sheboygan, WI 53081

MARY A. HEITZMANN
2206 Sunflower Ave
Sheboygan, WI 53081

PLAINTIFFS,

v.

ANTHONY HAMILTON
City of Sheboygan Police Department
828 Center Avenue
Sheboygan, WI 53081

BRANDON KEHOE
City of Sheboygan Police Department
828 Center Avenue
Sheboygan, WI 53081

CITY OF SHEBOYGAN
828 Center Avenue
Sheboygan, WI 53081

CITY OF SHEBOYGAN POLICE DEPARTMENT
Chief Christopher Domagalski
828 Center Avenue
Sheboygan, WI 53081

WILSON MUTUAL INSURANCE COMPANY
C/O Registered Agent:
Christopher R. Bandt
1425 Memorial Drive
Manitowoc, WI 54220,

XYZ INSURANCE COMPANY

DEFENDANTS.

COMPLAINT

JURISDICTION

1. PLAINTIFFS bring this action pursuant to 42 USC §1983, and as a State law negligence cause of action, as more particularly described herein. This Court has jurisdiction over this matter pursuant to 28 U.S.C. §1331.

2. Upon information and belief, each Defendant has at all times material hereto been a citizen and resident of the Eastern District of Wisconsin. The Defendants' conduct described below all took place in the Eastern District of Wisconsin. Venue in this action is appropriately in the U. S. District Court for the Eastern District of Wisconsin pursuant to U.S.C. §1391(b) (1) and (2).

PLAINTIFFS PLEAD

3. PLAINTIFF KURT KLESSIG is an adult individual residing at 1731 South 13th Street Sheboygan, WI 53081.

4. MARY HEITZMANN is an adult individual residing at 2206 Sunflower Avenue, Sheboygan, WI 53081.

5. Upon information and belief, ANTHONY HAMILTON is an adult individual and at all times material hereto was an employee of the City of Sheboygan and the City of Sheboygan Police Department, and a resident of the City of Sheboygan, WI.

6. Upon information and belief, BRANDON KEHOE is an is an adult individual and at all times material hereto was an employee of the City of Sheboygan and the City of Sheboygan Police Department, and a resident of the City of Sheboygan, WI.

7. Upon information and belief, the CITY OF SHEBOYGAN is a municipal body organized under and subject to the laws of the State of Wisconsin with its principal place of business located at 828 Center Street, Sheboygan, WI 53081.

8. Upon information and belief, at all times material hereto, the CITY OF SHEBOYGAN POLICE DEPARTMENT is a Department of the City of Sheboygan with its principal place of business located at 828 Center Street, Sheboygan, WI 53081.

9. Upon information and belief, at all times material hereto, WILSON MUTUAL INSURANCE COMPANY (Wilson) is a domestic insurance company doing business at 3330 Stahl Rd in Sheboygan, WI 53081.

10. Upon information and belief, Wilson may have paid worker's compensation benefits to the Plaintiff Kurt Klessig for the injuries caused to him by the Defendants and by reason of such payment Wilson may have a subrogated claim against the Defendants.

11. Upon information and belief, at all times material hereto, the City of Sheboygan and the City of Sheboygan Police Department are charged by the State of Wisconsin, Federal Law and the constitutions of the United States and of the State of Wisconsin with providing security and protection to the citizens and frequenters of the City of Sheboygan and to protect each citizen's constitutional right to life, liberty and the pursuit of happiness under the Due Process clause of the 14th Amendment of the United States Constitution.

12. Upon information and belief, the XYZ INSURANCE COMPANY, (XYZ), is a foreign liability insurance company with its principal place of business located outside of Wisconsin and engaged in substantial, not isolated business in the State of Wisconsin. Prior to July 17, 2016 XYZ issued its policy of liability insurance providing liability insurance to the Defendants for their conduct as alleged herein. Such policy was in full force and effect at all times material hereto. By reason of such policy and the laws of the State of Wisconsin XYZ is a proper party Defendant hereto.

13. Upon information and belief, Plaintiffs are not required to exhaust any administrative remedies as to their claims against the Defendants because substantial Wisconsin and U. S. Constitution questions are involved.

14. Upon information and belief, Plaintiffs are not required to exhaust any administrative remedies as to their claims against the Defendants because any such administrative remedy is inadequate to avoid irreparable harm to the Plaintiffs.

15. Upon information and belief, each of the Plaintiffs have a constitutional right to life liberty and the pursuit of happiness under the Due Process clause of the 14th Amendment of the United States Constitution.

16. Upon information and belief, on or about July 17, 2016 the Plaintiffs were present as innocent bystanders inside the Union Ave Tap, 1401 Union Avenue, Sheboygan, WI at which time an armed, masked robber entered the Union Ave Tap.

17. Upon information and belief, Plaintiff Kurt Klessig dialed 911 and contacted law enforcement authorities in the City of Sheboygan to advise that an armed robbery was in progress at the Union Ave Tap.

18. Upon information and belief, the law enforcement authorities of the City of Sheboygan radioed and advised two of its police officers, Officer Anthony Hamilton and Officer Brandon Kehoe, that an armed robbery was in progress at the Union Ave Tap.

19. Upon information and belief, at all times material hereto, Officers Hamilton and Kehoe were employees of the City of Sheboygan Police Department and were operating under color of law.

20. Upon information and belief, Officers Hamilton and Kehoe drove to the Union Ave Tap and approached the building knowing that an armed robbery was in progress inside the Union Ave Tap.

21. Upon information and belief, as they approached the Union Ave Tap Officers Hamilton and Kehoe were familiar with the interior layout of the Union Ave Tap including the entries and exits on the north side and southeast corner of the premises.

22. Upon information and belief, Officers Hamilton and Kehoe looked into the interior of the Union Ave Tap through a window and saw four individual innocent bystanders inside the bar and where they were located - one individual innocent bystanders seated at the video game machines on along the south wall, the Plaintiffs, located on either side of the bar at the south end of the bar, and one customer at the north end of the bar in a seated position.

23. Upon information and belief, Officers Hamilton and Kehoe observed the 4 innocent bystanders all looking towards the southeast exit from the Union Tap.

24. Upon information and belief, Officers Hamilton and Kehoe knew or should have known that the armed robber was approaching the southeast exit from the Union Tap.

25. Upon information and belief, Officers Hamilton and Kehoe could not see the armed masked robber and assumed that the armed masked robber was near the doorway at the southeast corner of the Union Ave Tap where the innocent bystander inside the Union Ave Tap were looking.

26. Upon information and belief, Officers Hamilton and Kehoe knew from the radio transmissions they received from the City of Sheboygan Police law enforcement authorities and from their observations through the window into the Union Ave Tap that immediate intervention in the armed robbery in progress in the Union Ave Tap was not required.

27. Upon information and belief, Officers Hamilton and Kehoe knew that they could have called for backup and waited, or taken cover and waited, until the armed masked robber exited the Union Ave Tap.

28. Upon information and belief, at no time did Officers Hamilton or Kehoe call for backup before proceeding.

29. Upon information and belief, nothing prevented Officers Hamilton and Kehoe from calling for backup.

30. Upon information and belief, at no time did Officers Hamilton or Kehoe take cover and waited until the armed masked robber exited the premises through the southeast door.

31. Upon information and belief, nothing prevented Officers Hamilton and Kehoe from taking a covered, secured position and waiting to confront the armed masked robber until the armed masked robber had completely exited the Union Ave Tap.

32. Upon information and belief, Officers Hamilton and Kehoe positioned themselves in front of the southeast exit door, expecting the armed robber to exit through that door.

33. Upon information and belief, as Officers Hamilton and Kehoe were so positioned, the armed masked robber opened the southeast door from the inside and began to exit.

34. Upon information and belief, Officers Hamilton and Kehoe then stepped in front of the door, confronted the robber and placed themselves in a direct line of fire at the armed masked robber and towards the innocent bystander Plaintiffs located inside the Union Ave Tap.

35. Upon information and belief, in so positioning themselves, Officers Hamilton and Kehoe knew or should have known that if they were compelled to fire towards the armed masked robber exiting the building through the southeast door, they would be firing directly towards the

innocent bystanders Kurt Klessig and Mary Heitzmann inside the Union Ave Tap.

36. Upon information and belief, Officers Hamilton and Kehoe then discharged their guns towards the robber and towards the innocent bystander Plaintiffs, Kurt Klessig and Mary Heitzmann.

37. Upon information and belief, in so positioning themselves, knowing that their line of fire towards the exiting armed masked robber required them to shoot towards innocent bystanders, the Plaintiffs, Officers Hamilton and Kehoe created an officer-created jeopardy by putting themselves in a position where they had no other option in confronting the armed masked robber other than to shoot towards innocent bystanders, the Plaintiffs Kurt Klessig and Mary Heitzmann.

38. Upon information and belief, such conduct on the part of Officers Hamilton and Kehoe was in violation of the City of Sheboygan Police Department's rules and regulations.

39. Upon information and belief, such conduct on the part of Officers Hamilton and Kehoe was in violation of every industry standard concerning police officers' discharging weapons under the circumstances described.

40. Upon information and belief, such conduct on the part of Officers Hamilton and Kehoe was negligence.

41. Upon information and belief, every reasonable police officer would understand that the conduct of Officers Hamilton and Kehoe in not calling for or waiting for backup, and not waiting for the armed masked robber left the premises and cleared the southeast doorway, and/or positioning themselves immediately outside the southeast exit doorway from Union Ave Tap would require that if they had to confront and shoot at the armed masked robber exiting that door, they would have to shoot directly towards innocent bystanders.

42. Upon information and belief, every reasonable police officer would understand that such conduct described in paragraphs 17-41 above would violate the constitutional rights of Kurt Klessig and Mary Heitzmann to life, liberty and the pursuit of happiness they are entitled to under the Due Process clause of the 14th Amendment of the United States Constitution.

43. Upon information and belief, every reasonable police officer would understand that the conduct of Officers Hamilton and Kehoe described in paragraphs 17-41 above violate clearly-established, non-discretionary law, policies and procedures applicable to them as police officers in the City of Sheboygan.

44. Upon information and belief, the conduct of Officers Hamilton and Kehoe in not calling or waiting for backup, and not waiting until the armed masked robber left the premises and cleared the southeast exit doorway of the Union Ave Tap, and in positioning themselves immediately outside the southeast exit door from the Union Ave Tap such if they had to confront and shoot at the robber exiting the door, they would have to shoot directly towards innocent bystanders, the Plaintiffs, demonstrated reckless and callous indifference to the constitutional rights of Kurt Klessig and Mary Heitzmann to life, liberty and the pursuit of happiness they were entitled to under the due process clause of the 14th Amendment of the US Constitution which shocks the conscience.

45. Upon information and belief, the City of Sheboygan and the City of Sheboygan Police Department failed to provide training to Officers Hamilton and Kehoe which instructed them that under the circumstances described in ¶¶ 17-41 infra. they should call and wait for backup, should wait until the armed masked robber had come out of the Union Ave Tap and cleared the doorway of the southeast exit door of the Union Ave Tap before confronting the robber, and they should not position themselves such that

if they confronted the armed masked robber exiting the Union Ave Tap through the southeast exit doorway and were compelled to shoot at that robber, they would be also be shooting at the innocent bystander Plaintiffs inside the Union Ave Tap.

46. Upon information and belief, such failure by the City of Sheboygan and the City of Sheboygan Police Department to train Officers Hamilton and Kehoe amounts to a deliberate indifference to the rights of innocent bystanders, including Plaintiffs Kurt Klessig and Mary Heitzmann, to life, liberty and the pursuit of happiness guaranteed to them by the due process clause of the 14th Amendment of the US Constitution.

47. Upon information and belief, such conduct described above on the part of each of the Defendants was at all times material hereto done under the color of law and violated the constitutional rights of Kurt Klessig and of Mary Heitzmann to life, liberty and the pursuit of happiness guaranteed to them by the due process clause of the 14th Amendment of the US Constitution.

48. Upon information and belief, such conduct on the part of each of the Defendants described above caused Officers Hamilton and Kehoe to shoot Plaintiff Kurt Klessig, causing him to incur severe, permanent physical and mental injury to Kurt Klessig, causing him to incur expenses in the past and which he reasonably believes he will continue to incur in the future on a permanent basis to treat such injuries, causing him to incur a permanent disability and disfigurement, causing him to incur a loss of earning capacity in the past and which he reasonably believes he will incur in the future on a permanent basis, causing him to incur severe permanent disfigurement, causing him to incur the loss of the ability to enjoy life, in an amount in excess of $75,000.00.

49. Upon information and belief, such conduct on the part of each of the Defendants described above caused Officers Hamilton and Kehoe to shoot towards Plaintiff Mary Heitzmann which caused her to fear for her life and to witness the bloody aftermath of their shooting of Plaintiff Kurt Klessig, which caused Plaintiff Mary Heitzmann severe permanent mental injury, causing her to incur expenses for the treatment of such mental injury in the past and which she reasonably believes she will incur on a permanent basis, causing her to incur a loss of income, and causing her to incur the loss of the ability to enjoy life, in an amount in excess of $75,000.00.

FIRST CAUSE OF ACTION - NEGLIGENCE

50. The allegations, statements and denials set forth in the Paragraphs above are restated and incorporated by referenced herein as more fully set forth.

51. Upon information and belief, such conduct on the part of each of the Defendants was negligence which caused compensatory damages to each of the Plaintiffs, entitling each of the Plaintiffs to judgment for such compensatory damages against each of the Defendants, jointly and severely, together with attorney's fees and taxable costs and disbursements.

SECOND CAUSE OF ACTION - 42 U.S.C. §1983

52. The allegations, statements and denials set forth in the Paragraphs above are restated and incorporated by referenced herein as more fully set forth.

53. Upon information and belief, such conduct on the part of each Defendant was done under color of law and has diminished each Plaintiff's constitutionally-protected right to life, liberty and the pursuit of happiness guaranteed to them by the Due Process clause of the 14th Amendment of the Constitution of the United States, entitling each Plaintiff to

judgment against each Defendant, jointly and severely, for the Plaintiffs' compensatory damages, actual attorney's fees and costs.

WHEREFORE, Plaintiffs demand Judgment:

A. Under the FIRST CAUSE OF ACTION against each Defendant, jointly and severally, on behalf of each Plaintiff for such Plaintiffs' compensatory damages, together with attorney's fees and taxable costs and disbursements;

B. Under the SECOND CAUSE OF ACTION in favor of each Plaintiff against each Defendant, jointly and severally, for each Plaintiff's compensatory damages and actual attorney's fees and costs.

DEMAND IS MADE FOR A TRIAL IN THIS MATTER BY A 12 PERSON JURY.

Dated this 6th day of January, 2017.

ROBERT L. ELLIOTT
Attorney for Plaintiffs

/s/ ROBERT L. ELLIOTT
SBN: 1013862

P.O. ADDRESS:
735 North Water St., #1212
Milwaukee, WI 53202
414-225-9000
rle@attorneyelliott.com

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Eastern District of Wisconsin

Kurt Klessig and Mary Heitzmann *Plaintiff(s)*	)	
v.	)	Civil Action No. 17-CV-31
Anthony Hamilton, et al. *Defendant(s)*	)	

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* City of Sheboygan
828 Center Avenue
Sheboygan, WI 53081

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you receive it) – or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12(a)(2) or (3) – you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or the plaintiff's attorney, whose name and address are: Attorney Robert L. Elliott
735 N. Water Street, Suite 1212
Milwaukee, WI 53202-4105

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

JOSEPH W. SANFILIPPO, CLERK OF COURT

Date: 01/10/2017 s/Tony Byal
Signature of Clerk or Deputy Clerk

AO 440 (Rev. 06/12) Summons in a Civil Action (Page 2)

Civil Action No. 17-CV-31

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4(l))

This summons and the attached complaint for *(name of individual and title, if any):* Kurt Klessig, et al.

were received by me on *(date)*

☐ I personally served the summons and the attached complaint on the individual at *(place):*

_____ on *(date)* _____ ; or

☐ I left the summons and the attached complaint at the individual's residence or usual place of abode with *(name)*

_____, a person of suitable age and discretion who resides there,

on *(date)* _____, and mailed a copy to the individual's last known address; or

☐ I served the summons and the attached complaint on *(name of individual)* _____

who is designated by law to accept service of process on behalf of *(name of organization)*

_____ on *(date)* _____ ; or

☐ I returned the summons unexecuted because _____ ; or

☐ Other *(specify):* _____

My fees are $ _____ for travel and $ _____ for services, for a total of $ 0.00

I declare under penalty of perjury that this information is true.

Date: _____

_____
Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc.:

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Eastern District of Wisconsin

Kurt Klessig and Mary Heitzmann

Plaintiff(s)

v.

Civil Action No. 17-CV-31

Anthony Hamilton, et al.

Defendant(s)

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* Anthony Hamilton
City of Sheboygan Police Department
828 Center Avenue
Sheboygan, WI 53081

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you receive it) – or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12(a)(2) or (3) – you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or the plaintiff's attorney, whose name and address are: Attorney Robert L. Elliott
735 N. Water Street, Suite 1212
Milwaukee, WI 53202-4105

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

JOSEPH W. SANFILIPPO, CLERK OF COURT

Date: 01/10/2017

s/Toni Byl
Signature of Clerk or Deputy Clerk

AO 440 (Rev. 06/12) Summons in a Civil Action (Page 2)

Civil Action No. 17-CV-31

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4(l))

This summons and the attached complaint for *(name of individual and title, if any)*:
Kurt Klessig, et al.

were received by me on *(date)*

☐ I personally served the summons and the attached complaint on the individual at *(place)*:

_____ on *(date)* _____ ; or

☐ I left the summons and the attached complaint at the individual's residence or usual place of abode with *(name)*

_____, a person of suitable age and discretion who resides there,

on *(date)* , and mailed a copy to the individual's last known address; or

☐ I served the summons and the attached complaint on *(name of individual)* _____

who is designated by law to accept service of process on behalf of *(name of organization)*

_____ on *(date)* ; or

☐ I returned the summons unexecuted because ; or

☐ Other *(specify)*: _____

My fees are $ for travel and $ for services, for a total of $ 0.00

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc.:

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Eastern District of Wisconsin

Kurt Klessig and Mary Heitzmann *Plaintiff(s)* v. Anthony Hamilton, et al. *Defendant(s)*	)	Civil Action No. 17-CV-31

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* Brandon Kehoe
City of Sheboygan Police Department
828 Center Avenue
Sheboygan, WI 53081

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you receive it) – or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12(a)(2) or (3) – you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or the plaintiff's attorney, whose name and address are:

Attorney Robert L. Elliott
735 N. Water Street, Suite 1212
Milwaukee, WI 53202-4105

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

JON W. SANFILIPPO, CLERK OF COURT

Date: 01/10/2017

s/ Tony Byall
Signature of Clerk or Deputy Clerk

Civil Action No. 17-CV-31

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4(l))

This summons and the attached complaint for *(name of individual and title, if any):* Kurt Klessig, et al.

were received by me on *(date)* _____

☐ I personally served the summons and the attached complaint on the individual at *(place):* _____

_____ on *(date)* _____ ; or

☐ I left the summons and the attached complaint at the individual's residence or usual place of abode with *(name)* _____, a person of suitable age and discretion who resides there, on *(date)* _____, and mailed a copy to the individual's last known address; or

☐ I served the summons and the attached complaint on *(name of individual)* _____ who is designated by law to accept service of process on behalf of *(name of organization)* _____ on *(date)* _____ ; or

☐ I returned the summons unexecuted because _____ ; or

☐ Other *(specify):* _____

My fees are $ _____ for travel and $ _____ for services, for a total of $ 0.00

I declare under penalty of perjury that this information is true.

Date: _____

_____
Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc.:

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Eastern District of Wisconsin

Kurt Klessig and Mary Heitzmann	)	
Plaintiff(s)	)	
v.	)	Civil Action No.
Anthony Hamilton, et al.	)	
Defendant(s)	)	

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* City of Sheboygan Police Department
828 Center Avenue
Sheboygan, WI 53081

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you receive it) – or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12(a)(2) or (3) – you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or the plaintiff's attorney, whose name and address are: Attorney Robert L. Elliott
735 N. Water Street, Suite 1212
Milwaukee, WI 53202-4105

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

JOSEPH P. SANFILIPPO, CLERK OF COURT

Date: 01/10/2017

s/ Tony Byal
Signature of Clerk or Deputy Clerk

AO 440 (Rev. 06/12) Summons in a Civil Action (Page 2)

Civil Action No.

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4(l))

This summons and the attached complaint for *(name of individual and title, if any):* Kurt Klessig, et al.

were received by me on *(date)*

☐ I personally served the summons and the attached complaint on the individual at *(place):*

_____ on *(date)* _____ ; or

☐ I left the summons and the attached complaint at the individual's residence or usual place of abode with *(name)*

_____, a person of suitable age and discretion who resides there,

on *(date)* , and mailed a copy to the individual's last known address; or

☐ I served the summons and the attached complaint on *(name of individual)* _____

who is designated by law to accept service of process on behalf of *(name of organization)*

_____ on *(date)* ; or

☐ I returned the summons unexecuted because ; or

☐ Other *(specify):*

My fees are $ for travel and $ for services, for a total of $ 0.00

I declare under penalty of perjury that this information is true.

Date: _____

_____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc.:

VI

R. C. No. _____ - 20 - 21. By FINANCE AND PERSONNEL COMMITTEE.
February 15, 2021.

Your Committee to whom was referred R. C. No. 304-19-20 by Finance and Personnel Committee to whom was referred R. C. No. 318-18-19 by Finance and Personnel Committee and R. C. No. 286-17-18 by Finance and R. O. No. 242-17-18 by City Clerk submitting a Summons and Complaint in the matter of Wal-mart Stores, Inc. vs the City of Sheboygan; recommends filing the claim.

_____ _____

_____ _____

_____ _____

Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

6.14

R. C. No. 304 - 19 - 20. By FINANCE AND PERSONNEL COMMITTEE.
April 8, 2020.

Your Committee to whom was referred R. C. No. 318-18-19 by Finance and Personnel Committee and R. C. No. 286-17-18 by Finance and R. O. No. 242-17-18 by City Clerk submitting a Summons and Complaint in the matter of Wal-mart Stores, Inc. vs the City of Sheboygan; recommends referring to Finance and Personnel Committee of the 2020-2021 Council.

20-21 F+P file

_____ _____

_____ _____

_____ _____

Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

VI

5.14

R. C. No. 318 - 18 - 19. By FINANCE AND PERSONNEL COMMITTEE.
April 15, 2019.

Your Committee to whom was referred R. C. No. 286-17-18 by Finance and Personnel Committee and R. O. No. 242-17-18 by City Clerk submitting a Summons and Complaint in the matter of Wal-mart Stores, Inc. vs the City of Sheboygan; recommends referring to Finance and Personnel Committee of the new council.

Finance & Personnel
2019-2020

Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

VI

5.11

R. C. No. 286 - 17 - 18. By FINANCE AND PERSONNEL COMMITTEE.
April 4, 2018.

Your Committee to whom was referred R. O. No. 242-17-18 by City Clerk submitting a Summons and Complaint in the matter of Wal-mart Stores, Inc. vs the City of Sheboygan; recommends referring to Finance and Personnel Committee of the new council.

Finance + Personnel
2018/2019
4-8-19 refer to Finance
Personnel of new council.

James A Bohn

Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated_____ 20____. , City Clerk

Approved_____ 20____. _____, Mayor

II

3.5

R. O. No. 242 - 17 - 18. By CITY CLERK. December 4, 2017.

Submitting a Summons and Complaint in the matter of Wal-mart Stores, Inc. vs the City of Sheboygan.

Finance + Personnel.
Finance + Personnel
& new Council

CITY CLERK

FILED
11-22-2017
Sheboygan County
Clerk of Circuit Court
2017CV000616
Honorable Kent
Hoffmann
Branch 2

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY

WAL-MART STORES, INC.
702 SW 8TH STREET
BENTONVILLE, ARKANSAS 72716,

Plaintiff,

v.

CITY OF SHEBOYGAN
828 CENTER AVENUE
SHEBOYGAN, WI 53081,

Defendant.

Case No.:
Case Code: 30301
(Money Judgment: Over $10,000)

Process Server
Date 11/30/17 Time 11:10 A.M. - P.M.
Served Upon Susan Richards
828 Center Ave, Sheboygan
( )Personal ( ) Substitute
( )Posted (X) Corporate

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 twenty (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 615 N. Sixth Street, Sheboygan, Wisconsin 53081-4612, and to Gimbel, Reilly, Guerin & Brown LLP, plaintiff's attorney, whose address is 330 East Kilbourn Avenue, Suite 1170, Milwaukee, Wisconsin 53202. You may have an attorney help or represent you.

If you do not provide a proper answer within twenty (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.

Dated this 22nd day November, 2017.

GIMBEL, REILLY, GUERIN & BROWN LLP

By:
Electronically signed by Russell J. Karnes
CHRISTOPHER L. STROHBEHN
State Bar No. 1041495
cstrohbehn@grgblaw.com
RUSSELL J. KARNES
State Bar No. 1054982
rkarnes@grgblaw.com
Attorneys for Plaintiff

POST OFFICE ADDRESS:

330 East Kilbourn Avenue, Suite 1170
Milwaukee, Wisconsin 53202
Telephone: 414/271-1440

NATIONAL TRIAL COUNSEL
Robert A. Hill (Minn. Lic. #217165)
ROBERT HILL LAW, LTD
1339 County Road D East
Maplewood, MN 55109
(952) 426-7373 – Phone
bob@roberthilllaw.com

civil/Walmart – City of Sheboygan/P//2017/Summons

FILED
11-22-2017
Sheboygan County
Clerk of Circuit Court
2017CV000616
Honorable Kent
Hoffman
Branch 2

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY

WAL-MART STORES, INC.
702 SW 8th STREET
BENTONVILLE, AR 72716,

Plaintiff,

v.

CITY OF SHEBOYGAN
828 CENTER AVENUE
SHEBOYGAN, WI 53081,

Defendant.

Case No.:
Case Code: 30301
(Money Judgment: Over $10,000)

COMPLAINT

Plaintiff Wal-Mart Stores, Inc. ("Walmart"), by its undersigned counsel, Christopher L. Strohbehn and Russell J. Karnes, Gimbel, Reilly, Guerin & Brown LLP, and Robert A. Hill and Robert Hill Law, Ltd., for its complaint against Defendant City of Sheboygan ("the City"), alleges as follows:

Nature of Action and Parties

1. This action is brought under WIS. STAT. §74.37(3)(d), for a declaration by this court that the 2017 fair market value with respect to the parcel of real property in the City known as parcel # 59281479120 ("the Property"), is no more than $9,689,490, and, if

necessary, for a refund of the excessive real estate taxes due to be imposed on Walmart by the City for the Property in 2017, plus statutory interest.

2. Walmart is a foreign corporation duly licensed to conduct business in the State of Wisconsin. Walmart is located at 702 SW 8th Street, Bentonville, Arkansas 72716. Walmart is the tenant on the Property and is responsible for the payment of property taxes, as well as for the prosecution of property tax disputes involving the Property.

3. The City is a body politic, duly organized as a municipal corporation under Wisconsin law, with its principal office located at 828 Center Avenue within the City.

4. The Property is located at 3711 S Taylor Drive within the City.

Background Facts

5. The 2017 Total Estimated Fair Market Value ("EFMV") of the property was set by the City Assessor's office at $13,265,000.

6. Walmart timely filed an objection to the 2017 assessment of the Property with the City's Board of Review ("BOR") pursuant to WIS. STAT. §70.47. The Board granted a Waiver of Board of Review Hearing ("Waiver") in accordance with the provisions of WIS. STAT. §70.37(3). See attached Exhibit "A".

7. Based on the BOR's Waiver determination, WIS. STAT. §70.37(3)(d) requires Walmart to commence an action within sixty days of its receipt of the Waiver. In this case, notice was received by Walmart's agent-in-fact, Paradigm Tax Group, on September 28, 2017.

First Claim for Relief – Excessive Tax Assessment

8. The allegations of paragraphs 1-7 are incorporated as if fully re-alleged herein.

9. The fair market value of the Property as of January 1, 2017 was no higher than $9,689,490.

10. The 2017 assessment of the Property was excessive. As a result, the tax imposed on the Property for 2017 was excessive.

11. Upon information and belief, the 2017 assessment was not uniform with the assessment of other properties in the City and State and therefore, violates the Uniformity Clause of the Wisconsin Constitution.

12. Walmart is entitled to a refund of 2017 as may be determined to be due to Walmart, plus statutory interest.

Second Claim for Relief – Declaratory Judgment

13. The allegations of paragraphs 1-12 are incorporated as if fully re-alleged herein.

14. As alleged above, the City's BOR delegated its authority to determine the 2017 EFMV for the Property to this court for its determination.

15. An actual and justiciable controversy exists as to Walmart's right to a reduction in its 2017 EFMV as set forth in WIS. STAT. §70.47.

16. Walmart seeks a declaratory judgment construing WIS. STAT. §70.47 to mandate a reduction in its 2017 EFMV for the Property from $13,265,000 to $9,689,490, in

accordance with Wisconsin statutory and case law as well as generally accepted appraisal principles.

17. If the Court rules that a hearing is mandated, Walmart seeks an order scheduling an evidentiary hearing from which this court may make an administrative determination of the EFMV for the Property.

WHEREFORE, plaintiff Walmart, seeks the following relief:

A. A determination that the total estimated fair market value of the Property as of January 1, 2017 was no higher than $9,689,490.

B. An award of all litigation costs incurred by Walmart in this action, including the reasonable fees of its attorneys; and

C. Any such other and further relief as the Court deems appropriate and just.

Dated this 22nd day November, 2017.

GIMBEL, REILLY, GUERIN & BROWN LLP

By:
Electronically signed by Russell J. Karnes
CHRISTOPHER L. STROHBEHN
State Bar No. 1041495
cstrohbehn@grgblaw.com
RUSSELL J. KARNES
State Bar No. 1054982
rkarnes@grgblaw.com
Attorneys for Plaintiff

POST OFFICE ADDRESS:

330 East Kilbourn Avenue
Suite 1170
Milwaukee, Wisconsin 53202
Telephone: 414/271-1440

DOCUMENT DRAFTED BY
NATIONAL TRIAL COUNSEL
Robert A. Hill (Minn. Lic. #217165)
ROBERT HILL LAW, LTD
1161 Wayzata Blvd E, #399
Wayzata, MN 55391
(952) 426-7373 – Phone
bob@roberthilllaw.com

civil/Walmart – City of Sheboygan/P//2017/Complaint

Request for Waiver of Board of Review (BOR) Hearing

Section 70.47 (8m), Wis. Stats., states, "The board may, at the request of the taxpayer or assessor, or at its own discretion, waive the hearing of an objection under sub. (8) or, in a 1st class city, under sub. (16) and allow the taxpayer to have the taxpayer's assessment reviewed under sub. (13). For purposes of this subsection, the board shall submit the notice of decision under sub. (12) using the amount of the taxpayer's assessment as the finalized amount. For purposes of this subsection, if the board waives the hearing, the waiver disallows the taxpayer's claim on excessive assessment under sec. 74.37(3) and notwithstanding the time period under sec. 74.37(3)(d), the taxpayer has 60 days from the notice of hearing waiver in which to commence an action under sec. 74.37(3)(d)."

NOTE: The legal requirements of the Notice of Intent to Appear must be satisfied and the Objection Form must be completed and submitted as required by law prior to the Request for Waiver of Board of Review Hearing being submitted.

NOTE: Request for Waiver must be presented prior to the commencement of the hearing.

Municipality		County	
City of Sheboygan		Sheboygan	
Requestor's name		Agent name (if applicable)*	
Wal-Mart Stores Inc.		Brendan Douyilliez/Robert Hill	
Requestor's mailing address		Agent's mailing address	
P.O. Box 8050 Bentonville, AR 72712		Paradigm Tax Group 30 N. LaSalle #3520 Chicago, IL 60602	
Requestor's telephone number	☒ Land Line ☐ Cell Phone	Agent's telephone number	☒ Land Line ☐ Cell Phone
(479) 204 - 3835		(312) 252 - 0322	
Requestor's email address		Agent's email address	
brandon.caplena@walmart.com		bdouyilliez@paradigmtax.com	

Property address	
3711 S. Taylor Dr. Sheboygan, WI 53081	
Legal description or parcel number	
59281479120	
Taxpayer's assessment as established by assessor – Value as determined due to waiving of BOR hearing	
$ 13,265,000	
Property owner's opinion of value	
$ 9,189,490	
Basis for request	
Take matters directly to Circuit Court	
Date Notice of Intent to Appear at BOR was given	Date Objection Form was completed and submitted
6-13-17	6-13-17

All parties to the hearing understand that in granting of this waiver there can be no appeal to the Department of Revenue under sec. 70.85, Wis. Stats. An action under sec. 70.47(13), Wis. Stats., must be commenced within 90 days of the receipt of the notice of the waiving of the hearing. An action under sec. 74.37(3)(d), Wis. Stats., must be commenced with 60 days of the receipt of the notice of the waiving of the hearing.

Requestor's / Agent's Signature

*If agent, attach signed Agent Authorization Form, PA-105

Decision

☑ Approved ☐ Denied

Reason City of Sheboygan Board of Review voted unanimously to approve the Request for Waiver of BOR hearing at their June 21, 2017 meeting.

Kenneth King
Board of Review Chairperson's Signature

-for- Tracy Richards, Secretary

6/21/17
Date

☑ Taxpayer advised 9/28/17
Date

EXHIBIT A

STATE OF WISCONSIN	CIRCUIT COURT	SHEBOYGAN COUNTY

Wal-Mart Stores, Inc. vs. City of Sheboygan

Electronic Filing Notice

Case No. 2017CV000616
Class Code: Money Judgment

FILED
11-22-2017
Sheboygan County
Clerk of Circuit Court
2017CV000616
Honorable Kent Hoffmann
Branch 2

CITY OF SHEBOYGAN
828 CENTER AVENUE
SHEBOYGAN WI 53081

Case number 2017CV000616 was electronically filed with/converted by the Sheboygan County Clerk of 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 $ 20.00 fee to register as an electronic party.

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: 4a1755

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.

BY THE COURT:

Electronically signed by Melody Lorge
Clerk of Circuit Court

11-22-2017
Date

VII

R. C. No. _____ - 20 - 21. By FINANCE AND PERSONNEL COMMITTEE.
February 15, 2021.

Your Committee to whom was referred R. C. No. 305-19-20 by Finance and Personnel Committee to whom was referred R. C. No. 327-18-19 by Finance and Personnel Committee and R. O. No. 101-18-19 by City Clerk submitting a Summons and Complaint in the matter of Wal-mart Stores, Inc. v. the City of Sheboygan; recommends filing the claim.

_____ _____

_____ _____

_____ _____

Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

6.15

R. C. No. 305 - 19 - 20. By FINANCE AND PERSONNEL COMMITTEE.
April 8, 2020.

Your Committee to whom was referred R. C. No. 327-18-19 by Finance and Personnel Committee and R. O. No. 101-18-19 by City Clerk submitting a Summons and Complaint in the matter of Wal-mart Stores, Inc. v. the City of Sheboygan; recommends referring to Finance and Personnel Committee of the 2020-2021 Council.

20/21 F&P file

Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

VI

5.23

R. C. No. 327 - 18 - 19. By FINANCE AND PERSONNEL COMMITTEE.
April 15, 2019.

Your Committee to whom was referred R. O. No. 101-18-19 by City Clerk submitting a Summons and Complaint in the matter of Wal-Mart Stores, Inc. v. City of Sheboygan; recommends referring to Finance and Personnel Committee of the new council.

Finance + Personnel
2019-2020

Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

II

3.1

R. O. No. 101 - 18 - 19. By CITY CLERK. August 20, 2018.

Submitting a Summons and Complaint in the matter of Wal-Mart Stores, Inc. v. City of Sheboygan.

Finance+ Personnel
4-8-19 Ref to Finance+ Personnel & new Council

CITY CLERK

FILED
08-09-2018
Sheboygan County
Clerk of Circuit Court
2018CV000441
Honorable Kent
Hoffmann
Branch 2

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY

WAL-MART STORES, INC.,
702 SW 8th Street
Bentonville, Arkansas 72716,

Plaintiff,

v.

CITY OF SHEBOYGAN,
828 Center Avenue, Suite 100
Sheboygan, Wisconsin 53081,

Defendant.

Case No.: 18-CV- AUG 13 '18 PM 2:47
Case Code: 30301
(Money Judgment: Over $10,000)

Process Server
Date: 8/13/18 Time: 2:27 am/pm
( ) Personal
( ) Posted
( ) Substitute
(X) Corporate

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 twenty (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 615 North 6th Street, Sheboygan, Wisconsin 53081, and to Gimbel, Reilly, Guerin & Brown LLP, plaintiff's attorney, whose address is 330 East Kilbourn Avenue, Suite 1170, Milwaukee, Wisconsin 53202. You may have an attorney help or represent you.

Process Server _____

Date_____ Time_____ am/pm

( ) Personal ( ) Substitute

( ) Posted ( ) Corporate

If you do not provide a proper answer within twenty (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.

Dated this 9th day of August, 2018.

GIMBEL, REILLY, GUERIN & BROWN LLP

By: *Electronically signed by Christopher L. Strohbehn*

CHRISTOPHER L. STROHBEHN
State Bar No. 1041495
cstrohbehn@grgblaw.com
RUSSELL J. KARNES
State Bar. No. 1054982
rkarnes@grgblaw.com
Attorneys for Plaintiff

POST OFFICE ADDRESS:
330 East Kilbourn Avenue, Suite 1170
Milwaukee, Wisconsin 53202
Telephone: 414/271-1440
civil/Walmart/Walmart-Sheboygan-City/p-2018/summons2018-08-09

FILED
08-09-2018
Sheboygan County
Clerk of Circuit Court
2018CV000441
Honorable Kent
Hoffmann
Branch 2

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY

WAL-MART STORES, INC.,
702 SW 8th Street
Bentonville, Arkansas 72716,

Plaintiff,

v.

CITY OF SHEBOYGAN,
828 Center Avenue, Suite 100
Sheboygan, Wisconsin 53081,

Defendant.

Case No.: 18-CV-
Case Code: 30301
(Money Judgment: Over $10,000)

COMPLAINT

Plaintiff, Wal-Mart Stores, Inc. (Walmart), by its undersigned counsel, Gimbel, Reilly, Guerin & Brown LLP, for its complaint against defendant, City of Sheboygan (the City), alleges as follows:

Nature of Action and Parties

1. This action is brought under Wis. Stat. §74.37(3)(d), for a declaration by this court that the 2018 value with respect to the parcel of real property in the City known as parcel #59281479120 (the Property), is no more than $6,250,000, and, if necessary, for a refund of the excessive real estate taxes due to be imposed on Walmart by the City for the Property in 2018, plus statutory interest.

2. Walmart is a foreign corporation duly licensed to conduct business in the State of Wisconsin. Walmart is located at 702 SW 8th Street, Bentonville, Arkansas 72716. Walmart is the tenant on the Property and is responsible for the payment of property taxes, as well as for the prosecution of property tax disputes involving the Property.

3. The City is a body politic, duly organized as a municipal corporation under Wisconsin law, with its principal office located at 828 Center Avenue, Suite 100, within the City.

4. The Property is located at 3711 South Taylor Drive, within the City.

Background Facts

5. The 2018 value of the Property was set by the City Assessor's office at $13,265,000.

6. Walmart timely filed an objection to the 2018 assessment of the Property with the City's Board of Review (BOR) pursuant to Wis. Stat. §70.47. The Board granted a Waiver of Board of Review Hearing (Waiver) in accordance with the provisions of Wis. Stat. §70.37(3). See attached Exhibit A.

7. Based on the BOR's Waiver determination, Wis. Stat. §70.37(3)(d) requires Walmart to commence an action within sixty days of its receipt of the Waiver. In this case, notice was provided to Walmart's agent-in-fact, Paradigm Tax Group, on June 12, 2018.

8. Walmart timely brings this action and seeks review of the assessment as set forth below.

First Claim for Relief - Excessive Tax Assessment

9. The allegations of paragraphs 1-8 are incorporated as if fully re-alleged herein.

10. The value of the Property as of January 1, 2018 was no higher than $6,250,000.

11. The 2018 assessment of the Property was excessive. As a result, the tax imposed on the Property for 2018 was excessive.

12. Walmart is entitled to a refund of 2018 taxes paid as may be determined to be due to Walmart, plus statutory interest.

Second Claim for Relief - Non-Uniform Tax Assessment

13. The allegations of paragraphs 1-12 are incorporated as if fully re-alleged herein.

14. The value of the Property as of January 1, 2018 was no higher than $6,250,000.

15. Upon information and belief, the 2018 assessment was not uniform with the assessment of other properties in the City and State and therefore, violates the Uniformity Clause of the Wisconsin Constitution.

16. Walmart is entitled to a refund of 2018 taxes paid as may be determined to be due to Walmart, plus statutory interest.

Third Claim for Relief – Declaratory Judgment

17. The allegations of paragraphs 1-16 are incorporated as if fully re-alleged herein.

18. As alleged above, the City's BOR delegated its authority to determine the 2018 value of the Property to this Court for its determination.

19. An actual and justiciable controversy exists as to Walmart right to a reduction in the 2018 value of the Property as set forth in Wis. Stat. §70.47.

20. Walmart seeks a declaratory judgment construing Wis. Stat. §70.47 to mandate a reduction in the 2018 value of the Property from $13,265,000 to $6,250,000, in accordance with Wisconsin statutory and case law as well as generally accepted appraisal principles.

21. If the Court rules that a hearing is mandated, Walmart seeks an order scheduling an evidentiary hearing from which this Court may make an administrative determination of the value of the Property.

WHEREFORE, plaintiff Walmart seeks the following relief:

A. A determination that the value of the Property as of January 1, 2018 was no higher than $6,250,000 and Walmart is entitled to a refund of all taxes paid on the portion of the tax assessment that was excessive.

B. An award of all litigation costs incurred by Walmart in this action, including the reasonable fees of its attorneys; and

C. Any such other and further relief as the Court deems appropriate and just.

Dated this 9th day of August, 2018.

GIMBEL, REILLY, GUERIN & BROWN LLP

By: *Electronically signed by Christopher L. Strohbehn*

CHRISTOPHER L. STROHBEHN
State Bar No. 1041495
cstrohbehn@grgblaw.com
RUSSELL J. KARNES
State Bar No. 1054982
rkarnes@grgblaw.com
Attorneys for Plaintiff

POST OFFICE ADDRESS:
330 East Kilbourn Avenue, Suite 1170
Milwaukee, Wisconsin 53202
Telephone: 414/271-1440
tc/Walmart/Walmart-Sheboygan-City/p-2018/complaint2018-08-09

Request for Waiver of Board of Review (BOR) Hearing

Section 70.47 (8m), Wis. Stats., states, "The board may, at the request of the taxpayer or assessor, or at its own discretion, waive the hearing of an objection under sub. (8) or, in a 1st class city, under sub. (16) and allow the taxpayer to have the taxpayer's assessment reviewed under sub. (13). For purposes of this subsection, the board shall submit the notice of decision under sub. (12) using the amount of the taxpayer's assessment as the finalized amount. For purposes of this subsection, if the board waives the hearing, the waiver disallows the taxpayer's claim on excessive assessment under sec. 74.37(3) and notwithstanding the time period under sec. 74.37(3)(d), the taxpayer has 60 days from the notice of hearing waiver in which to commence an action under sec. 74.37(3)(d)."

NOTE: The legal requirements of the Notice of Intent to Appear must be satisfied and the Objection Form must be completed and submitted as required by law prior to the Request for Waiver of Board of Review Hearing being submitted.

NOTE: Request for Waiver must be presented prior to the commencement of the hearing.

Municipality		County	
City of Sheboygan		Sheboygan	
Requestor's name		Agent name (if applicable)*	
Wal-Mart Stores Inc		Brendan Douylliez/Robert Hill	
Requestor's mailing address P.O. Box 8050 Bentonville, AR 72712		Agent's mailing address Paradigm Tax Group 30 N LaSalle St. #3520 Chicago, IL 60602	
Requestor's telephone number (479) 204 - 3835	☒ Land Line ☐ Cell Phone	Agent's telephone number (312) 252 - 0322	☒ Land Line ☐ Cell Phone
Requestor's email address brandon.caplena@walmart.com		Agent's email address bdouylliez@paradigmtax.com	

Property address 3711 S Taylor Dr. Sheboygan, WI 53081	
Legal description or parcel number 59281479120	
Taxpayer's assessment as established by assessor – Value as determined due to waiving of BOR hearing $ 13,265,000	
Property owner's opinion of value $ 6,250,000	
Basis for request Pending Matters in Circuit Court for 2017	
Date Notice of Intent to Appear to BOR was given 06 - 04 - 2018	Date Objection Form was completed and submitted 06 - 04 - 2018

All parties to the hearing understand that in granting of this waiver there can be no appeal to the Department of Revenue under sec. 70.85, Wis. Stats. An action under sec. 70.47(13), Wis. Stats., must be commenced within 90 days of the receipt of the notice of the waiving of the hearing. An action under sec. 74.37(3)(d), Wis. Stats., must be commenced with 60 days of the receipt of the notice of the waiving of the hearing.

Requestor's / Agent's Signature

***If agent, attach signed Agent Authorization Form, PA-105**

Decision

☑ Approved ☐ Denied

Reason City of Sheboygan Board of Review voted unanimously to approve the Request for waiver of BOR hearing at their June 12, 2018 meeting.

Board of Review Chairperson's Signature — 6/12/18 Date

MD Meredith Robinson City Clerk

☐ Taxpayer advised _____ Date

PA-613-R (R-10-16) — Wisconsin Department of Revenue

EXHIBIT A

STATE OF WISCONSIN | CIRCUIT COURT | SHEBOYGAN COUNTY

Wal-Mart Stores, Inc. vs. City of Sheboygan

Electronic Filing Notice

Case No. 2018CV000441
Class Code: Money Judgment

FILED
08-09-2018
Sheboygan County
Clerk of Circuit Court
2018CV000441
Honorable Kent
Hoffmann
Branch 2

CITY OF SHEBOYGAN
828 CENTER AVENUE, SUITE 100
SHEBOYGAN WI 53081

Case number 2018CV000441 was electronically filed with/converted by the Sheboygan County Clerk of 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 $ 20.00 fee to register as an electronic party.

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: 8389de

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.

BY THE COURT:

Electronically signed by Melody Lorge
Clerk of Circuit Court

08-09-2018
Date

VII

R. C. No. _____ - 20 - 21. By FINANCE AND PERSONNEL COMMITTEE.
February 15, 2021.

Your Committee to whom was referred R. C. No. 306-19-20 by Finance and Personnel Committee to whom was referred R. C. No. 338-18-19 by Finance and Personnel Committee and R. O. No. 203-18-19 by City Clerk submitting a Summons and Complaint in the matter of Accurate Repair, LLC vs City of Sheboygan; recommends filing the claim.

_____ _____

_____ _____

_____ _____

Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

6.16

R. C. No. 306 - 19 - 20. By FINANCE AND PERSONNEL COMMITTEE.
April 8, 2020.

Your Committee to whom was referred R. C. No. 338-18-19 by Finance and Personnel Committee and R. O. No. 203-18-19 by City Clerk submitting a Summons and Complaint in the matter of Accurate Repair, LLC vs City of Sheboygan; recommends referring to Finance and Personnel Committee of the 2020-2021 Council.

20-21 F+P file

_____ _____

_____ _____

_____ _____

Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

VI

5.34

R. C. No. 338 - 18 - 19. By FINANCE AND PERSONNEL COMMITTEE.
April 15, 2019.

Your Committee to whom was referred R. O. No. 203-18-19 by City Clerk submitting a Summons and Complaint in the matter of Accurate Repair, LLC vs City of Sheboygan; recommends referring to Finance and Personnel Committee of the new council.

Finance & Personnel
2019-2020

Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

II

3.2

R. O. No. 203 - 18 - 19. By CITY CLERK. January 7, 2019.

Submitting a Summons and Complaint in the matter of Accurate Repair, LLC vs City of Sheboygan.

Finance + Personnel
4.8.19 refer to Finance + Personnel & new council

CITY CLERK

DEC 17 '18 PM 1:21
FILED
12-13-2018
Sheboygan County
Clerk of Circuit Court
2018CV000671
Honorable Angela W. Sutkiewicz
Branch 3

STATE OF WISCONSIN: CIRCUIT COURT: SHEBOYGAN COUNTY

Case Code: 30703
Unclassified

ACCURATE REPAIRS, LLC
a Domestic Limited Liability Company
1509 North Ave.
Sheboygan, WI 53083

CASE NO.:

Plaintiff,

vs.

Process Server
Date 12/17/18 Time: 1:20 am/pm
( ) Personal ( ) Substitute
( ) Posted ( ) Corporate
Government

CITY OF SHEBOYGAN
a Wisconsin Municipal Corporation
828 Center Avenue
Sheboygan, WI 53081

Defendant.

SUMMONS

THE STATE OF WISCONSIN, To each person named above as 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 Wis. Stat. ch. 802, 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 Courts, 615 North 6th Street, Sheboygan, Wisconsin 53081, and to Rohde Dales LLP, Plaintiff's attorneys, whose address is 909 North 8th Street, Suite 100, 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.

Dated this 13th day of December, 2018.

ROHDE DALES LLP

By: s/Kyle Borkenhagen
A Member of the Firm
State Bar No. 1084544
Attorneys for Plaintiff
kborkenhagen@rohdedales.com

P.O. Address:
909 North 8th Street, Suite 100
Sheboygan, WI 53081
Telephone: (920) 458-5501
Facsimile: (920) 458-5874

FILED
12-13-2018
Sheboygan County
Clerk of Circuit Court
2018CV000671
Honorable Angela W. Sutkiewicz
Branch 3

STATE OF WISCONSIN: CIRCUIT COURT: SHEBOYGAN COUNTY

Case Code: 30703
Unclassified

ACCURATE REPAIRS, LLC
a Domestic Limited Liability Company
1509 North Ave.
Sheboygan, WI 53083-4614

CASE NO.:

Plaintiff,

vs.

CITY OF SHEBOYGAN
a Wisconsin Municipal Corporation
828 Center Avenue
Sheboygan, WI 53081

Defendant.

COMPLAINT

Plaintiff Accurate Repairs, LLC, through its attorneys, Rohde Dales LLP, as a Complaint against Defendant, states as follows:

1. Plaintiff Accurate Repairs, LLC ("Accurate Repairs"), is a Wisconsin Limited Liability Company with its principal place of business located at 1509 North Avenue, Sheboygan, Wisconsin.

2. Defendant City of Sheboygan ("the City") is a Wisconsin Municipal Corporation with its principal place of business located at 828 Center Avenue, Sheboygan, Wisconsin.

3. Accurate Repairs owns commercial real estate located at 1509 North Avenue, Sheboygan, Wisconsin.

4. On or about November 13, 2018, the City served a jurisdictional offer on Accurate Repairs. A copy of the jurisdictional offer is attached to this complaint as Exhibit A and is incorporated herein by reference.

5. The jurisdictional offer states that the City proposes to purchase a portion of Accurate Repairs's commercial real estate for Thirty-Four Thousand One Hundred Twenty-Five and 00/100 Dollars ($34,125.00).

6. Of the Thirty-Four Thousand One Hundred Twenty-Five and 00/100 Dollar ($34,125.00) offer, a Twenty Thousand and 00/100 Dollar ($20,000.00) portion is allocated to severance damages and a Fourteen Thousand One Hundred Twenty-Five Dollar ($14,125.00) portion is allocated to the taking of a temporary limited easement.

7. The jurisdictional offer provides no payment for the market value of the property remaining after the partial taking of Accurate Repairs's property.

8. The City's taking of the portion of Accurate Repairs's property described in the jurisdictional offer will make the rest of Accurate Repairs's property an uneconomic remnant because the property remaining is of such size, shape, or condition as to be of little value or of substantially impaired economic viability.

9. Per Wis. Stat. § 32.05(3m) and *Waller v. American Transmission Co., LLC*, 2013 WI 77, 350 Wis. 2d 242, the City must offer to purchase the remaining portion of Accurate Repairs's property.

10. The city has failed to do so, as the jurisdictional offer provides no payment for the market value of the property remaining (that is, the uneconomic remnant) after the partial taking of Accurate Repairs's property.

WHEREFORE, Plaintiff Accurate Repairs, LLC, demands judgment against Defendant City of Sheboygan, as follows:

A. For an order declaring that the portion of the Plaintiff's property not covered by the Defendant's jurisdictional offer is an uneconomic remnant and requiring the Defendant to condemn the entirety of the Plaintiff's property and pay just compensation therefor;

B. For litigation expenses pursuant to Wis. Stat. § 32.28;

C. For costs and disbursements of this action; and

D. For such other and further relief as the court deems just and equitable.

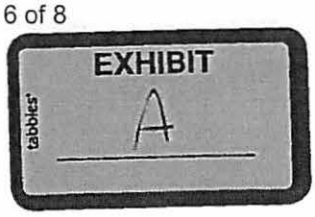
PLAINTIFF HEREIN DEMANDS TRIAL BY A 6-PERSON JURY.

Dated this 13th day of December, 2018.

ROHDE DALES LLP

By: s/Kyle Borkenhagen
A Member of the Firm
State Bar No. 1084544
Attorneys for Plaintiff
kborkenhagen@rohdedales.com

P.O. Address:
909 North 8th Street, Suite 100
Sheboygan, WI 53081
Telephone: (920) 458-5501
Facsimile: (920) 458-5874



JURISDICTIONAL OFFER

lpa1786 09/2011 (Replaces 3029) s.32.05 Wis. Stats.

Date
November 13, 2018

To
Accurate Repairs Acquisition, LLC, Bank First National hereinafter referred to as Owner.

Relocation Order Date	Relocation Order	County	Public Purpose for Property
July 27, 2018	Filed in the office of the County Clerk	Sheboygan	North Ave. Reconstruction

City of Sheboygan hereinafter referred to as Purchaser, offers to purchase a parcel of real estate and/or rights therein in which you own an interest all as particularly described on attached page, and agrees to pay the sum of:
Thirty Four Thousand One Hundred Twenty Five and no/100 dollars | $ 34,125.00
within 60 days from the acceptance of this offer.

A. The said property, and/or rights as described, are required by the City of Sheboygan for the public purpose stated above, as more fully described in City of Sheboygan Relocation Order, date and place of filing specified above. The City of Sheboygan in good faith intends to use the above-described property for such public purpose.

B. The City of Sheboygan proposes to occupy and the Owner will vacate the premises on December 11, 2018 (date).

C. Pursuant to s.32.05(3)(d) Wis. Stats., the above purchase price is allocated as follows:

(a)	Loss of land, including improvements and fixtures actually being acquired	$
(b)	Damages caused by loss of existing rights of access	$
(c)	Damages caused by loss of air rights	$
(d)	Damages caused by loss of legal nonconforming use	$
(e)	Damages resulting from actual severance of land including damages resulting from severance of improvements or fixtures and proximity damage to improvements remaining on Owner's land	$ 20,000.00
(f)	Damages to property abutting on a highway right of way due to change of grade	$
(g)	Cost of fencing reasonably necessary to separate land taken from remainder	$
(h)	Market value of uneconomic remnant	$
(i)	Other – Temporary Limited Easement, Highway Easement, Paving	$ 14,125.00

Compensation for additional items of damage listed in s.32.19 Wis. Stats. has not been included. If any such items are shown to exist the owner may file claims as provided in s.32.20 Wis. Stats.

D. The purchase price is based upon an appraisal of the owner's property of which a copy of the appraisal report has been provided to the owner.

E. Owner has 20 days from the date of personal service of this offer, if personally served, or 20 days from the date of postmark of the certified mail envelope transmitting this offer, if transmitted by mail, or 20 days from the date of publication of this offer, if published, in which to accept this offer, unless such time is extended by mutual written consent of Owner and Purchaser. Acceptance shall be as follows: Owner must execute the acceptance clause on back of this offer on or prior to December 4, 2018; and the offer and acceptance must be delivered to Purchaser at 2026 New Jersey Ave., Sheboygan, WI 53081 not later than regular office closing time on December 4, 2018, or mailed to Purchaser at the last above stated address in an addressed, postage prepaid envelope bearing postmark of not later than 12:00 midnight on December 4, 2018.

F. If the Owner does not accept this offer as set forth, Owner has 40 days from the date of service, postmark or publication of this offer to commence a court action to contest the right of condemnation as provided in s.32.05(5) Wis. Stats. provided that the acceptance and retention of any compensation resulting from an award made prior to the commencement of such an action shall be an absolute bar to such action.

G. If owner agrees to accept the Jurisdictional Offer, it is considered a negotiated purchase; therefore, the condemnor must record the conveyance with the Register of Deeds in the county where the land is located. Also, all owners of record should receive by certified mail a copy of the conveyance and a notice of their right to appeal within 6 months after the

date of the recording of the conveyance. Such an appeal would challenge the amount of compensation received by the property owner from an accepted Jurisdictional Offer.

H. Owner has 2 years from the date of the recording of an award, as described in s.32.05(7) Wis. Stats., in the office of the Register of Deeds in which to appeal for greater compensation without prejudice to Owner's right to use the compensation given to Owner by the award. Owner's right of appeal is subject to the provisions of s.32.05(9)(a) and (11), Wis. Stats.

I. The law provides for the payment of litigation expenses by the condemner and these costs are defined in Ch. 814 of Wisconsin Statutes.

J. If this offer is accepted by Owner, the transfer of title shall be accomplished within 60 days after acceptance including the payment to Owner of said purchase price, provided however, that notwithstanding any provision herein to the contrary, said 60-day period may, at the request of the Owner, be extended by mutual written agreement of the Owner and Purchaser.

K. This offer may be withdrawn by Purchaser at any time prior to its acceptance by Owner.

L. Real estate taxes for the current year shall be prorated as of the date of proposed occupancy set forth, said proration to be based upon the latest available tax assessment.

M. Purchaser will prepare necessary instruments to accomplish said transfer. Transfer shall be by Warranty Deed unless a lesser conveyance is accepted by Purchaser. Transfer shall be free of defects and encumbrances but subject to ordinances and restrictions of record.

N. If all persons or entities designated as Owner do not accept this offer within the time specified, this offer will be deemed to have been rejected by all such persons or entities notwithstanding the acceptance by one or more of such persons or entities.

O. Included in the purchase price is payment in full for the acquisition of the following items now on the described property: Description on additional page(s).

P. This offer, if accepted by Owner, shall constitute a binding contract.

Randy Moss

Moss & Associates, LLC

Negotiator/Consultant for City of Sheboygan

Title

If owner is not a firm or corporation, check and sign here:

☐ Accepted ☐ Rejected

Owner Signature Date

Owner Signature Date

Owner Signature Date

Owner Signature Date

If owner is a firm or corporation, check and sign here:

☐ Accepted ☐ Rejected

Accurate Repairs Acquisition, LLC

Name of firm or corporation

Officer Signature Date

Title

Officer Signature Date

Title

Legal Description

Highway Easement:

A part of Lot 41 J. Schubert's Subdivision, located in the Northwest ¼ of the Northeast ¼ of Section 15, Township 15 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin containing 0.013 acres of land and described as follows:

Beginning at the Southeast corner of said Lot 41; Thence, N24°03'49"W, 54.09 feet to the South right-of-way line of North Avenue; Thence, S89°33'59"E, 22.27 feet along said North right-of-way line to the East line of said Lot 41; Thence, S00°15'11"W, 49.22 feet along said East line to the Point of Beginning.

Temporary Limited Easement:

A part of Lot 41 J. Schubert's Subdivision, located in the Northwest ¼ of the Northeast ¼ of Section 15, Township 15 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin and described as follows:

Beginning at the Southeast corner of said Lot 41; Thence, N 89° 44' 49" W, 5.00 feet along the South line of said Lot 41; Thence, N 24° 39' 56" W, 41.39 feet; Thence N 89° 33' 59" W, 27.60 feet to the start of a 444.41 foot radius curve to the right; Thence 50.08 feet along the arc of said curve with a chord distance of 50.05 feet which bears N 86° 20' 18" W; Thence N 00° 15' 11" E, 12.25 to the South right-of-way line of North Avenue and the start of a 378.50 foot radius curve to the left; Thence 50.17 feet along the arc of said curve and said North right-of-way line with a chord distance of 50.14 feet which bears S 85° 46' 12" E; Thence, S 89° 33' 59" E, 49.98 feet along said North right-of-way line to the East line of said Lot 41; Thence, S 00° 15' 11" W, 49.22 feet along said East line to the Point of Beginning.

Containing 0.037 acres of land more or less

This easement shall terminate upon completion of the construction project for which this instrument is given.

FILED
12-13-2018
Sheboygan County
Clerk of Circuit Court
2018CV000671
Honorable Angela W. Sutkiewicz
Branch 3

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY

Accurate Repairs, LLC vs. City of Sheboygan

Electronic Filing Notice

Case No. 2018CV000671
Class Code: Unclassified

CITY OF SHEBOYGAN
828 CENTER AVENUE
SHEBOYGAN WI 53081

Case number 2018CV000671 was electronically filed with/converted by the Sheboygan County Clerk of 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 $ 20.00 fee to register as an electronic party.

If you are not represented by an attorney and would like to register as 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: fdeba5

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: December 14, 2018

VI

R. C. No. _____ - 20 - 21. By FINANCE AND PERSONNEL COMMITTEE.
February 15, 2021.

Your Committee to whom was referred R. C. No. 308-19-20 by Finance and Personnel Committee to whom was referred R. O. No. 71-19-20 by City Clerk submitting a Summons and Complaint in the matter of Wal-mart Stores, Inc. v. City of Sheboygan; recommends filing the claim.

_____ _____

_____ _____

_____ _____

Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

6.18

R. C. No. 308 - 19 - 20. By FINANCE AND PERSONNEL COMMITTEE.
April 8, 2020.

Your Committee to whom was referred R. O. No. 71-19-20 by City Clerk submitting a Summons and Complaint in the matter of Wal-Mart Stores, Inc. v. City of Sheboygan; recommends referring to Finance and Personnel Committee of the 2020-2021 Council.

20-21 F&P file

_____ _____

_____ _____

_____ _____

Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

II

4.3

R. O. No. 71 - 19 - 20. By CITY CLERK. September 3, 2019.

Submitting a Summons and Complaint in the matter of Wal-Mart Stores, Inc. v. City of Sheboygan.

Finance Personnel

CITY CLERK

FILED
08-23-2019
Sheboygan County
Clerk of Circuit Court
2019CV000444
Honorable Rebecca L. Persick
Branch 4

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY

WAL-MART STORES, INC.,
702 SW 8th Street
Bentonville, Arkansas 72716,

AUG 28 '19 AM 8:31

Plaintiff,

v.

CITY OF SHEBOYGAN,
828 Center Avenue, Suite 100
Sheboygan, Wisconsin 53081,

Defendant.

Case No.: 18-CV-
Case Code: 30301
(Money Judgment: Over $10,000)

Process Server
Date 8/25/19 Time: 8:25 am/pm
( ) Personal ( ) Substitute
( ) Posted (X) Corporate

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 twenty (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 615 North 6th Street, Sheboygan, Wisconsin 53081, and to Gimbel, Reilly, Guerin & Brown LLP, plaintiff's attorney, whose address is 330 East Kilbourn Avenue, Suite 1170, Milwaukee, Wisconsin 53202. You may have an attorney help or represent you.

If you do not provide a proper answer within twenty (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.

Dated this 23rd day of August, 2018.

GIMBEL, REILLY, GUERIN & BROWN LLP

By: *Electronically signed by Christopher L. Strohbehn*

CHRISTOPHER L. STROHBEHN
State Bar No. 1041495
cstrohbehn@grgblaw.com
RUSSELL J. KARNES
State Bar. No. 1054982
rkarnes@grgblaw.com
Attorneys for Plaintiff

POST OFFICE ADDRESS:
330 East Kilbourn Avenue, Suite 1170
Milwaukee, Wisconsin 53202
Telephone: 414-271-1440

civil/Walmart/Walmart-Sheboygan-City/p-2019/summons2019-08-20

FILED
08-23-2019
Sheboygan County
Clerk of Circuit Court
2019CV000444
Honorable Rebecca L. Persick
Branch 4

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY

WAL-MART STORES, INC.,
702 SW 8th Street
Bentonville, Arkansas 72716,

Plaintiff,

v.

CITY OF SHEBOYGAN,
828 Center Avenue, Suite 100
Sheboygan, Wisconsin 53081,

Defendant.

Case No.: 19-CV-
Case Code: 30301
(Money Judgment: Over $10,000)

COMPLAINT

Plaintiff, Wal-Mart Stores, Inc. (Walmart), by its undersigned counsel, Gimbel, Reilly, Guerin & Brown LLP, for its complaint against defendant, City of Sheboygan (the City), alleges as follows:

Nature of Action and Parties

1. This action is brought under Wis. Stat. §74.37(3)(d), for a declaration by this court that the 2019 value with respect to the parcel of real property in the City known as parcel #59281479120 (the Property), is no more than $6,250,000, and, if necessary, for a refund of the excessive real estate taxes due to be imposed on Walmart by the City for the Property in 2019, plus statutory interest.

2. Walmart is a foreign corporation duly licensed to conduct business in the State of Wisconsin. Walmart is located at 702 SW 8th Street, Bentonville, Arkansas 72716. Walmart is the tenant on the Property and is responsible for the payment of property taxes, as well as for the prosecution of property tax disputes involving the Property.

3. The City is a body politic, duly organized as a municipal corporation under Wisconsin law, with its principal office located at 828 Center Avenue, Suite 100, within the City.

4. The Property is located at 3711 South Taylor Drive, within the City.

Background Facts

5. The 2019 value of the Property was set by the City Assessor's office at $13,265,000.

6. Walmart timely filed an objection to the 2019 assessment of the Property with the City's Board of Review (BOR) pursuant to Wis. Stat. §70.47. The Board granted a Waiver of Board of Review Hearing (Waiver) in accordance with the provisions of Wis. Stat. §70.37(3). Notice of that waiver was received on August 20, 2019. See attached Exhibit A.

7. Walmart timely brings this action and seeks review of the assessment as set forth below.

First Claim for Relief - Excessive Tax Assessment

8. The allegations of paragraphs 1-7 are incorporated as if fully re-alleged herein.

9. The value of the Property as of January 1, 2019 was no higher than $6,250,000.

10. The 2019 assessment of the Property was excessive. As a result, the tax imposed on the Property for 2019 was excessive.

11. Walmart is entitled to a refund of 2019 taxes paid as may be determined to be due to Walmart, plus statutory interest.

Second Claim for Relief – Non-Uniform Tax Assessment

12. The allegations of paragraphs 1-11 are incorporated as if fully re-alleged herein.

13. The value of the Property as of January 1, 2019 was no higher than $6,250,000.

14. Upon information and belief, the 2019 assessment was not uniform with the assessment of other properties in the City and State and therefore, violates the Uniformity Clause of the Wisconsin Constitution.

15. Walmart is entitled to a refund of 2019 taxes paid as may be determined to be due to Walmart, plus statutory interest.

Third Claim for Relief – Declaratory Judgment

16. The allegations of paragraphs 1-15 are incorporated as if fully re-alleged herein.

17. As alleged above, the City's BOR delegated its authority to determine the 2019 value of the Property to this Court for its determination.

18. An actual and justiciable controversy exists as to Walmart right to a reduction in the 2019 value of the Property as set forth in Wis. Stat. §70.47.

19. Walmart seeks a declaratory judgment construing Wis. Stat. §70.47 to mandate a reduction in the 2019 value of the Property from $13,265,000 to $6,250,000, in accordance with Wisconsin statutory and case law as well as generally accepted appraisal principles.

20. If the Court rules that a hearing is mandated, Walmart seeks an order scheduling an evidentiary hearing from which this Court may make an administrative determination of the value of the Property.

WHEREFORE, plaintiff Walmart seeks the following relief:

A. A determination that the value of the Property as of January 1, 2019 was no higher than $6,250,000.

B. A determination that Walmart is entitled to a refund of all taxes paid on the portion of the tax assessment that was excessive.

C. An award of all litigation costs incurred by Walmart in this action, including the reasonable fees of its attorneys; and

D. Any such other and further relief as the Court deems appropriate and just.

Dated this 23rd day of August, 2019.

GIMBEL, REILLY, GUERIN & BROWN LLP

By: *Electronically signed by Christopher L. Strohbehn*

CHRISTOPHER L. STROHBEHN
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RUSSELL J. KARNES
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Attorneys for Plaintiff

POST OFFICE ADDRESS:
330 East Kilbourn Avenue, Suite 1170
Milwaukee, Wisconsin 53202
Telephone: 414-271-1440

tc/Walmart/Walmart-Sheboygan-City/p-2019/complaint2019-08-20

Request for Waiver of Board of Review (BOR) Hearing

Section 70.47 (3m), Wis. Stats., states, "The board may, at the request of the taxpayer or assessor, or at its own discretion, waive the hearing of an objection under sub. (8) or, in a 1st class city, under sub. (16) and allow the taxpayer to have the taxpayer's assessment reviewed under sub. (13). For purposes of this subsection, the board shall submit the notice of decision under sub. (12) using the amount of the taxpayer's assessment as the finalized amount. For purposes of this subsection, if the board waives the hearing, the waiver disallows the taxpayer's claim on excessive assessment under sec. 74.37(3) and notwithstanding the time period under sec. 74.37(3)(d), the taxpayer has 60 days from the notice of hearing waiver in which to commence an action under sec. 74.37(3)(d)."

NOTE: The legal requirements of the Notice of Intent to Appear must be satisfied and the Objection Form must be completed and submitted as required by law prior to the Request for Waiver of Board of Review Hearing being submitted.

NOTE: Request for Waiver must be presented prior to the commencement of the hearing.

Municipality		County	
City of Sheboygan		Sheboygan	
Requestor's name		Agent name (if applicable)*	
Wal-Mart Stores Inc		Christopher L. Strohbehn / Russell J. Karnes	
Requestor's mailing address		Agent's mailing address	
P.O. Box 8050 Bentonville, AR 72712		Gimbel, Reilly, Guerin & Brown, LLP 330 E Kilbourn Ave., Milwaukee, WI 53202	
Requestor's telephone number	☒ Land Line ☐ Cell Phone	Agent's telephone number	☒ Land Line ☐ Cell Phone
(479) 204 - 3835		(414) 271 - 1400	
Requestor's email address		Agent's email address	
Brandon.Caplena@walmart.com		cstrohbehn@grgblaw.com / rkarnes@grgblaw.com	

Property address	
3711 S. Taylor Dr., Sheboygan, WI 53081	
Legal description or parcel number	
59281-479120	
Taxpayer's assessment as of the date of assessor's notice that is determined due to the date of BOR hearing	
$ 13,265,000	
Property owner's opinion of value	
$ 6,250,000	
Basis for request	
To take matter directly to circuit court as cases regarding prior assessments are currently pending in circuit court	
Date Notice of Intent to Appear at BOR was given	Date Objection Form was completed and submitted
05 - 23 - 2019	05 - 23 - 2019

All parties to the hearing understand that in granting of this waiver there can be no appeal to the Department of Revenue under sec. 70.85, Wis. Stats. An action under sec. 70.47(13), Wis. Stats., must be commenced within 90 days of the receipt of the notice of the waiving of the hearing. An action under sec. 74.37(3)(d), Wis. Stats., must be commenced with 60 days of the receipt of the notice of the waiving of the hearing.

Requestor's / Agent's Signature

***If agent, attach signed Agent Authorization Form, PA-105**

Decision

☒ Approved ☐ Denied

Reason

Board of Review Chairperson's Signature

6/4/19
Date

☒ Taxpayer advised

6-6-19
Date

PA-843 (R. 10-13)

Wisconsin Department of Revenue

EXHIBIT
tabbies
A

FILED
08-23-2019
Sheboygan County
Clerk of Circuit Court
2019CV000444
Honorable Rebecca L. Persick
Branch 4

STATE OF WISCONSIN **CIRCUIT COURT** **SHEBOYGAN**

Wal-Mart Stores, Inc. vs. City of Sheboygan

Electronic Filing Notice

Case No. 2019CV000444
Class Code: Money Judgment

CITY OF SHEBOYGAN
828 CENTER AVENUE, SUITE 100
SHEBOYGAN WI 53081

Case number 2019CV000444 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 $20.00 fee to register as an electronic party.

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: 54b574

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: August 26, 2019

VI

R. C. No. _____ - 20 - 21. By FINANCE AND PERSONNEL COMMITTEE.
February 15, 2021.

Your Committee to whom was referred R. O. No. 95-20-21 by City Clerk submitting a Summons and Complaint in the matter of QaShontae Hosomla Short vs. Sheboygan Police Department; recommends filing the claim.

_____ _____

_____ _____

_____ _____

Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

II

3.4

R. O. No. 95 - 20 - 21. By CITY CLERK. November 2, 2020.

Submitting a Summons and Complaint in the matter of QaShontae Hosomla Short vs. Sheboygan Police Department.

CITY CLERK

FYI file

OCT 26 '20 PM 1:56

CLERK CIRCUIT COURT

'20 OCT 23 P3:24

SHEBOYGAN COUNTY WISCONSIN

Hon. Angela W. Sutkiewicz

Enter the name of the county in which you are filing this case.

STATE OF WISCONSIN, CIRCUIT COURT, SHEBOYGAN **COUNTY**

The plaintiff is the person bringing the law suit.

Enter the Plaintiff's name and address. If two plaintiffs are living at the same address, then the names and addresses may be listed together.

For more plaintiffs, check the "additional plaintiffs" box and attach another sheet with their names and addresses.

Plaintiff: QaShontze Hosmla Short
First name Middle name Last name

P.O. Box 3814
Address

Flint MI 48503
City State Zip

☐ See attached for additional plaintiffs.

-vs-

If this is an Amended Complaint, check the box.

Enter the case number given you by the Clerk.

The defendant is the person or business you are suing. Enter the name(s) and address(es) of the defendant(s).

For more than two defendants. check the "additional defendants" box and attach another sheet with their names and addresses.

To: Defendant(s):
Sheboygan Police Department
First name Middle name Last name

1315 N. 23rd st.
Address

Sheboygan WI 53081
City State Zip

☐ See attached for additional defendants.

☐ Amended

Summons and Complaint (Small Claims)

Case No. 20SC1383

On the far right: Check one of the boxes to show what type of small claims case you are filing.

Note: The clerk will provide the phone number for the disability box.

☒ Claim for money ($10,000 or less)	31001
☒ Tort/Personal Injury ($5,000 or less)	31010
☐ Return of property (replevin)	31003
☐ Eviction	31004
☐ Eviction due to foreclosure	31002
☐ Arbitration award	31006
☐ Return of earnest money	31008

If you require reasonable accommodations due to a disability to participate in the court process, please call 920-459-3070 prior to the scheduled court date. Please note that the court does not provide transportation.

SUMMONS

Do not check either of these boxes.

The clerk will check one or both and circle "AND" or "OR" according to local court procedure.

The clerk will circle what you need to do and will provide the date, time, and place to appear and/or answer.

To the Defendant(s):
You are being sued as described on the attached complaint. If you wish to dispute this matter:

☐ You must appear at the time and place stated.

☑ You must file a written answer and provide a copy to the plaintiff or plaintiff's attorney on or before the date and time stated.

If you do not appear or answer, the plaintiff may win this case and a judgment entered for what the plaintiff is asking.

When to Appear/File an Answer

Date: NOV 16 2020 Time: 08:30 AM

Place to Appear/File an Answer

SHEBOYGAN COUNTY COURTHOUSE
B-10 Lower Level
615 North 6 Street
Sheboygan, WI 53081

Note: Leave dates blank; the clerk or plaintiff's attorney will enter them.

Clerk/Attorney Signature: Melody Lorge

Date Summons Issued: OCT 23 2020

Date Summons Mailed:

COMPLAINT 2020SC1383

Plaintiff's Demand:

The plaintiff states the following claim against the defendant(s):

Check the box for the type of small claims case you have filed.

See *Basic Guide to Wisconsin Small Claims Actions* (SC-6000V).

1. Plaintiff demands judgment for: *(Check as appropriate)*
   - ☒ Claim for Money $ ~~$5~~ $10,000.00
   - ☒ Tort/Personal injury $ $10,000.00 error 38 $5,000.00
   - ☐ Return of property (replevin) *(Describe property in 2 below.)*
     (Not to include Wis. Stats. 425.205 actions to recover collateral.)
   - ☐ Eviction
   - ☐ Eviction due to foreclosure
   - ☐ Return of Earnest Money
   - ☐ Confirmation, vacation, modification or correction of arbitration award.

   Plus interest, costs, attorney fees, if any, and such other relief as the court deems proper.

Briefly explain the facts and why the court should award you what you are asking for.

For Eviction Actions: If you are seeking money damages, you must also state that claim on this form. If you do not know the exact amount of money damages yet, state that the amount of money damages cannot yet be determined.

2. Brief statement of dates and facts:
   (If this is an eviction action and you are seeking money damages, you must also state that claim on this form.)
   Invasion of privacy

SHEBOYGAN COUNTY WISCONSIN
'20 OCT 23 P3:35
CLERK CIRCUIT COURT

If you need more room, check this box and attach additional sheets.

☐ **See attached for additional information.** Provide copy of attachments for court and defendant(s).

Check if you are the plaintiff or the attorney.

I am the ☒ plaintiff.
☐ attorney for the plaintiff.

Enter your or your attorney's name and date.

Print or type your name. Enter your or your attorney's phone number.

An attorney must enter his or her State Bar Number, law firm and address.

Plaintiff	Attorney's Signature
Qashontee H short	Pro Se
Name Printed or Typed	Attorney's Name Printed or Typed
P.O. Box 3814, Flint MI 48503	
Address	Attorney's Address
Qashontee5@yahoo.com	
Email Address	Attorney's Email Address
(810)610-2691	
Telephone Number	Telephone Number
10-22-2020	
Date	Date
	State Bar No (if any)

COPIES: For each person you are suing, make two copies of this signed original and any attachments, and bring them to the clerk of court.

SHEBOYGAN COUNTY

Susan M. Schaubel
Sheboygan County Assistant Court Commissioner

To all litigants,

By order of the Circuit Court Judges, effective March 18, 2020, no personal appearances on small claims cases filed or pending in Sheboygan County will be allowed. This order is in effect **indefinitely.**

DO NOT COME TO THE COURTHOUSE FOR ANY SMALL CLAIMS PROCEEDING!

If you have a scheduled **INITIAL APPEARANCE** scheduled for March 23, 2020 or after and:

- You are a **PLAINTIFF**, you do not need to file a letter of appearance, but Proofs of Service and non-military service must still be in the clerk of courts office prior to the date scheduled. We would prefer those to be mailed in, if possible.

- You are a **DEFENDANT**, you may answer one of two ways:

  - You may mail in your answer form. Defendants should have received a copy of the form with the complaint. If you do not have a form, it can be downloaded at wicourts.gov, under "Forms," "Small Claims". Form SC5200V. Answers must be received by the Clerk of Courts Office before the date scheduled for the initial appearance and a copy should be mailed to the plaintiff.

  - You may call the Clerk of Courts office Small Claims answer line before your scheduled initial appearance date. **This phone number is ONLY to be used for filing a temporary answer to a Small Claims case.** This is a recorded answer line. No staff member will pick up. Messages left at that number regarding anything other than an answer to an upcoming initial appearance will not be returned. You must leave your name, address, telephone number and case number. Please state **ONLY** that you are entering a denial. DO NOT give the reasons for your denial. If this is an **EVICTION** action, you must file a written, detailed answer with the Clerk of Courts within 3 days after your scheduled initial appearance and mail a copy to the plaintiff. If this is a **MONETARY ACTION ONLY**, you should file a written detailed answer with the Clerk of Courts within 10 days of your scheduled initial appearance date.

  The Small Claims Initial Appearance answer line phone number is (920) 459-3073.

Telephone (920) 459-3898
Facsimile (920) 459-0544

Courthouse
615 North 6th Street
Sheboygan, WI 53081

www.co.sheboygan.wi.us

You must keep your address and telephone number updated with the Clerk of Courts at all times. If you have cases other than a small claims matter, you must tell the clerk about all of them so that changes can be made to each file.

All small claims pretrials will be held by telephone conference only. A date will be mailed to you. The phone number to call will be listed on the order sent.

Eviction hearings will continue to be scheduled before the circuit court. Notice will be sent to the parties informing them of the date and time of their appearance.

All fact finding hearings other than eviction hearings have been **CANCELLED.** Hearings will be rescheduled after May 15, 2020 or by further order of the court.

Any questions should be directed to the Clerk of Courts office at (920) 459-3070.

We know that these are anxious and frustrating times for everyone and we deeply appreciate your cooperation in these matters.

Sincerely,

Susan M Schaubel
Assistant Court Commissioner

Enter the name of the county in which you are filing this case.	**STATE OF WISCONSIN, CIRCUIT COURT,** **SHEBOYGAN COUNTY**
Enter the Plaintiff's name. The Plaintiff is the person bringing the lawsuit.	Plaintiff(s): First name Middle name Last name
Enter the Plaintiff's address.	Address
If there is more than one plaintiff, check the "additional plaintiffs" box and attach another sheet with their names and addresses.	Address City State Zip ☐ **See attached** for additional plaintiffs.
Enter the case number from the summons and complaint.	-VS-
Enter your name. You are the Defendant.	Defendant(s): First name Middle name Last name
Enter your address. If there is more than one defendant, check the "additional defendants" box and attach another sheet with their names and addresses.	Address Address City State Zip ☐ **See attached** for additional defendants.

Answer and Counterclaim (Small Claims)

Case No. _____

ANSWER

I am the defendant (or an authorized representative of the defendant):

Check 1 or 2. Check 1 if you do not dispute the plaintiff's claim.	☐ 1. This matter **IS NOT** contested. I agree with the plaintiff's claim. Judgment may be taken as requested in the complaint, plus costs and interest as allowed by law. **-OR-**
Check 2 if you do dispute the plaintiff's claim. State the reasons why you disagree.	☐ 2. This matter **IS** contested. I do not agree with the plaintiff's claim. This matter should be scheduled so that the parties may present their evidence. The reason(s) why the matter is contested are as follows: ☐ **See attached** for additional information. _____ _____
Check the box if you need more room and attach any additional pages. See *Pre-Judgment: Basic Steps to Small Claims Service* (SC-6050V).	

Counterclaim/Demand

Check the box if there is no counterclaim/demand and go to the signature section.	☐ I/We do not have a counterclaim/demand against the plaintiff(s).
Check this box if there is a counterclaim/demand. Complete this section only if you are making a counterclaim/demand.	☐ I/We have a counterclaim/demand against the plaintiff(s) and demand judgment against the plaintiff(s) for $ _____, plus interest, costs, attorney fees, if any, and such other relief as the court deems proper.
Briefly explain why the court should award you what you are asking for. If you are seeking to recover damages of more than $5,000 for your tort or personal injury counterclaim, or more than $10,000 for other types of counterclaims, the case may not continue in small claims court. In addition, you must pay a filing fee to the Clerk of Court, and you must send the *Notice of Counterclaim* (SC-5250V) to the plaintiff(s) on the same day the counterclaim is filed. **NOTE:** Eviction actions are heard in small claims court, regardless of the amount of the counterclaim.	_____ _____
If you need more room, check the box and attach any additional pages to this Counterclaim. **Follow local rules for filing and serving.**	**Defendant(s) certify that a copy of this answer and counterclaim has been or will be mailed to the plaintiff(s) or plaintiff's attorney, if any.**

Signatures

Sign and print your name. Enter the date on which you signed your name. **Note:** This signature does not need to be notarized.	▶ _____ Defendant's Signature _____ Name Printed or Typed _____ Address _____ Email Address _____ Telephone Number Date
If an attorney is completing this form, enter your information.	▶ _____ Attorney's Signature _____ Name Printed or Typed _____ Law Firm and Address _____ Email Address Telephone Number _____ Date State Bar No. (if any)

VI

R. C. No. _____ - 20 - 21. By FINANCE AND PERSONNEL COMMITTEE.
February 15, 2021.

Your Committee to whom was referred R. O. No. 125-20-21 by City Attorney submitting a recommendation that the City of Sheboygan continue to use Quarles and Brady as bond counsel; recommends filing the document and approving the recommendation.

_____ _____

_____ _____

_____ _____

Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

II

3.4

R. O. No. 125 - 20 - 21. By CITY ATTORNEY. January 18, 2021.

Submitting a recommendation that the City of Sheboygan continue to use Quarles and Brady as bond counsel.

In October 2020, the City Attorney's Office issued a request for proposals seeking "proposals from a nationally recognized bond counsel to provide expert legal advice and opinions regarding the issuance and sale of notes and bonds." This request for proposals was issued, in part, as a result of the feedback the Council provided in 2020 during consideration of resolutions to retain Quarles and Brady as the City's bond counsel.

The City Attorney's office actively sought out qualified providers of bond counsel services, providing the request for proposals to every law firm (including those located outside of Wisconsin) where at least one attorney was licensed to practice law in the State of Wisconsin and was a member of the National Association of Bond Lawyers.

In all, seven law firms responded to the request for proposals. Staff interviewed six of the responding law firms.

After reviewing the responses and conducting the interviews, the City Attorney's Office recommends that the City continue to use Quarles and Brady as the City's bond counsel. The City Attorney's Office is pleased to report that during this request for proposals process, Quarles and Brady has agreed to make revisions to its engagement letter to more clearly reflect that the City (rather than the bond transaction) is Quarles and Brady's client. The City Attorney's Office anticipates this revised engagement letter coming before the Council as part of the City's annual borrowing program.

_____

City Attorney

F&P

VI

R. C. No. _____ - 20 - 21. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE. February 21, 2021.

Your Committee to whom was referred R. O. No. 128-20-21 by City Clerk submitting various license applications; recommends denying Taxicab Driver License application No. 3452 (Jamie M. Peterson) due to her record of violations related to the licensed activity, her history as a habitual law offender, and her failure to cooperate with staff for the committee.

_____ _____

_____ _____

_____ _____

Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

II

Other Matters.

7.1

R. O. No. 128 - 20 - 21. By CITY CLERK. January 18, 2021.

Submitting various license applications for the period ending December 31, 2021 and June 30, 2022.

City Clerk

BEVERAGE OPERATOR'S LICENSE (NEW) (June 30, 2022)

No.	Name	Address
3453	Allmann-Lawrence, Kyle A.	3324 S. 11th Street
7509	Beniger, Amanda M.	809 Huron Avenue
0627	Daane, Aleyda A.	1721 N. 40th Street
9794	East, Jacob A.	1031 Maryland Avenue Apt. 413
3459	Fuller, Seth A.	2511 N. 10th Street
3457	Gast, David L.	816A Lincoln Avenue
2724	Gierke, Anthony R.	1419A Geele Avenue
2189	Hernandez, Vicky L.	6917 Rex Lane, Sarasota FL
3460	Hutton, Alexandra C.	W4578 County Road A N, Elkhart Lake
8206	La Frenier, Stacy L.	1123 Lincoln Avenue
3456	Martinez, Laquisha	1114 N. 11th Street
1689	Miller, Courtney L.	218 East Mill Street, Plymouth
1879	Schuette, Emily A.	611 Mark Avenue, Sheboygan Falls
4884	Spindler, Tiffany A.	2332 Carmen Avenue Apt. 4C

MASSAGE ESTABLISHMENT LICENSE (RENEW) (December 31, 2021)

No.	Name	Address
3252	Fantoli Massage & Wellness, LLC	4027 S. Business Drive

TAXICAB DRIVERS LICENSE (NEW) (December 31, 2021)

No.	Name	Address
1982	Bouchard, Robert	819 Humboldt Avenue
3454	Garcia Correa, Rogelio	1218 Huron Avenue
2906	Forss, Brian J.	1319 N. 12th Street
3057	Hrabrich, Gregory H.	428 St. Clair Avenue
3451	Konz, Karissa N.	1427 N. 11th Street
2434	Lopez, Angela M.	3325 Main Avenue Apt. 102
3222	Pena, Kristina EM.	1812 S. 12th Street
3452	Peterson, Jamie M.	N3455 Highway 57, Waldo

SMS
1-27 Hold # 3452

VI

R. C. No. _____ - 20 - 21. By FINANCE AND PERSONNEL COMMITTEE.
February 15, 2021.

Your Committee to whom was referred R. O. No. 133-20-21 by Director of Human Resources and Labor Relations submitting for information the signed Tentative Agreement regarding the collective bargaining contract between the City of Sheboygan and the International Association of Firefighters Local 483; recommends filing the document and advises that the terms of the Tentative Agreement are approved by committee.

_____ _____

_____ _____

_____ _____

Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

II

3.4

R. O. No. 133- 20 - 21. By DIRECTOR OF HUMAN RESOURCES AND LABOR RELATIONS.
February 1, 2021.

Submitting for information the signed Tentative Agreement regarding the collective bargaining contract between the City of Sheboygan and the International Association of Firefighters Local 483. The final contract will be submitted for approval by the Common Council once it has been finalized.

_____
Director of Human Resources and
Labor Relations

F&P

1/15/2021

Tentative Agreement
City of Sheboygan
Sheboygan, Wisconsin
and
International Association of Firefighters
Local 483

City 1. **The City desires to enter into a three-year contract: January 1, 2021 to December 31, 2023**

City 3. **Article IV Residency Requirement:**

The Director of Human Resources and Labor Relations, with input and/or recommendation of the Fire Chief, may extend the four (4) months to accommodate a hardship with evidence the employee is in the process of securing residency.

City 5. **Article VIII Overtime and Compensatory Time:**

6. Staffing Shortage

Staffing shortage shall be defined as the need for additional staffing to meet the minimum line firefighting staffing level of the department under normal circumstances.

Staffing shortage records will be maintained by the office of the Fire Chief or his/her designee.

All line personnel shall have their names placed, according to their current job classification, on a "staffing shortage" list categorized by the following positions: Officer, Fire Equipment Operator, Firefighter/Paramedic.

New employees will be placed on the Firefighter/Paramedic job classification list and assigned overtime hours equal to the employee with the highest cumulative number of overtime hours in any job classification. Upon promotion, the employee's name shall be placed within the new job classification carrying over the cumulative number of overtime hours worked from the previous job classification. If an employee changes jobs and work schedules from a forty (40) hour to fifty-six (56) hour week, the employee will be placed in the appropriate job classification and assigned overtime hours equal to the employee with the highest cumulative total in the same job classification.

City 6. **Article VIII Overtime and Compensatory Time**

(a). When a call-in is required, the Fire Chief or his/her designee will use the appropriate list to fill the position.

City 8. **Article VIII Overtime and Compensatory Time**

6. (c). If notification to the Battalion Chief necessitates an unanticipated call-in requiring same-day (more than one hour notice) overtime call-in, the Battalion Chief shall fill the need as soon as practicable.

City 9. Article VIII Overtime and Compensatory Time

6. (d). If an immediate need for an employee call-in occurs (less than one hour notice), the Fire Chief or his/her designee may use appropriate judgment to fill this need. That judgment would include the employee's placement on the call-in list, location of an employee's residence, the station where the vacancy exists, the time of day, the oncoming shift assignments, and other pertinent information.

City 10. Article VIII Overtime and Compensatory Time

6. (e). In the event no one from the given job classification has called to express interest, another job classification list may be used provided the employee is qualified for the needed position. If the vacancy is still unable to be filled, the Fire Chief or his/her designee will order in the qualified employee with the least departmental seniority from the needed job classification list. Employees ordered in for staffing shortage overtime will not have those hours added to his/her accumulated total overtime hours list.

City 11. Article VII Overtime and Compensatory Time

6. (e) *Paragraph 2*

In the event mandatory overtime is required again from that same job classification, all previously mandated employees will be bypassed and the Fire Chief or his/her designee will proceed to order in the next least senior employee. This process continues as needed. This system shall apply to all categories. The Fire Chief or his/her designee has the authority to order in an employee in any category to fill any vacancy when the Fire Chief or his/her designee is unable to contact an employee from the needed job classification. The Fire Chief or his/her designee will not mandate any employee on scheduled leave to accept involuntary overtime. Employees remain on the list in case of a recurrence of mandatory overtime. Each calendar year, the system starts anew.

City 13. Article VIII Overtime and Compensatory Time

6. (g) A new cumulative total of overtime hours will be recorded on the list when the assignment is accepted. Once accepted, it is the employees responsibility to report to duty that day or find a qualified replacement to work the overtime. The arrangements must be approved by a Captain, and then communicated to the duty Battalion Chief. The employee who works the overtime hours shall receive the pay not the person who originally accepted it.

City 14. Article VIII Overtime and Compensatory Time

6. (i). In the event that the Fire Chief or his/her designee shortens the accepted hours of the scheduled call-in, the Fire Chief or his/her designee will contact the employee and offer the hours under the new circumstances. If the employee declines, the Fire Chief or his/her designee will continue down the list using the normal procedure. In the event that the Fire Chief or his/her designee shortens the accepted hours after an employee has reported for duty, the employee will receive a minimum of two (2) additional hours

beyond the shortened call-in time provided the employee agrees to work the two (2) additional hours. The Fire Chief or his/her designee will make the appropriate adjustment to the records.

City 15. Article VIII Overtime and Compensatory Time

6 (k) TO BE DELETED

City 18. Article VIII Overtime and Compensatory Time

9. **No Pyramiding, duplicating or compounding.** Application of the provisions contained in this Article shall not involve pyramiding, duplicating, or compounding of overtime.

City 19. Article IX Promotions and Transfers

A. The Fire Chief shall establish promotional procedures pursuant to applicable Wisconsin Statutes which include, but are not limited to, an evaluation of merit and ability in order to determine qualified employees for promotion. The Fire Chief or his/her designee will notify the Union President in writing ten (10) days prior to the announcement of the promotion process with any changes.

City 20. Article IX Promotions and Transfers

Section B is to be deleted as there is no Fire Prevention Bureau

City 21. Article IX Promotions and Transfers

H. Transfers: The Fire Chief will make whatever transfers are needed for the efficient operation of the department. Lateral transfers made by the Fire Chief for the "efficient operation of the department" will ordinarily take place during the months of January and February. Employees involved in lateral transfers will be given a minimum of thirty (30) day notice to allow these employees to adjust both professional and personal affairs. Transfers may occur prior to the end of the thirty (30) day period upon the request of, or with the concurrence of, the affected employee. Transfers may also be made at any time on the basis of compelling department operational requirements, to include, but not limited to, irreconcilable conflicts between employees assigned to the same station, as part of a formal program of work performance improvement, or if recommended to an employee as part of a program developed under the City Employee Assistance Program. Transfers that take place other than during January or February shall be discussed with the Union's Executive Board before being made with the exception of probationary employee(s).

City 24. Article IX Promotions and Transfers

K. 2. (f).

The employee holds another job wherein he/she is employed by another employer without specific written authorization therefore from the Fire Chief which written authorization shall be contained on a form as approved by the department. It is the employee's responsibility to inform the Fire Chief of other employment. The employee shall update the form annually and/or at the time of any employment changes.

City 25. Article IX Promotions and Transfers

Roving

K. All Lieutenant candidates on the current eligibility list shall be roved first to act up as the company officer whenever appropriate. The candidate may not "pass" on any potential movement to act up. This does have the potential to create additional roving. If there are no candidates from the Lieutenant eligibility list available for the tour, then the current roving process should be followed as referenced in **Article XIX, Section E**.

City 26. Article X Grievance Procedure

D. All grievances and grievance appeals shall set forth the provisions of the Agreement and/or the rule or regulation of the Fire Chief under which the grievance was filed. All appeals of duly filed grievances not submitted by the Union or employee within the time limit specified shall be termed abandoned grievances and as such shall be considered as being resolved in favor of the City and not subject to further consideration under the provisions of this grievance and arbitration procedure. Properly prepared and filed grievances shall be answered on behalf of the City within the time limits specified; and in the event such grievances are not so answered, they shall be termed abandoned grievances and as such shall be considered as being resolved in favor of the Union or the employee. Abandoned grievances shall not be considered precedent for future cases. By mutual agreement and in writing, the parties may waive any of the steps contained in this grievance and arbitration procedure.

City 27. Article X Grievance Procedure

E. 1. The aggrieved employee and/or his/her Union steward shall, within ten (10) calendar days of the date the alleged grievance occurred, submit the facts of the grievance in writing, signed by the complainant, to the Fire Chief or his/her designee. The Fire Chief or his/her designee shall, within ten (10) calendar days, reply to the grieving party in writing giving his/her decision with a copy to the Fire Chief.

E. 2. Should the Union grievance committee decide that the reply of the Fire Chief or his/her designee is unsatisfactory, the Union shall within ten (10) calendar days submit the facts of the grievance in writing to the Fire Chief or his/her designee with a copy to the Director of Human Resources and Labor Relations. The Fire Chief, his/her designee, and the Director of Human Resources and Labor Relations shall within ten (10) calendar days hold a meeting with the aggrieved employee, his/her immediate supervisor, and no more than two (2) Union representatives that the aggrieved employee shall wish in attendance. The Fire Chief or his/her designated representative shall within ten (10) calendar days of the meeting furnish the Union grievance committee his/her written response with a copy to the Director of Human Resources and Labor Relations. In cases of discipline administered by the Fire Chief or his/her duly authorized subordinate, the

grievance shall be initiated at Step 2 of the grievance procedure. Disciplinary action imposed by a duly designated subordinate is subject to review of the Fire Chief; however, the Fire Chief reserves the right to take official action without prejudice based upon his/her own findings. Decisions made at any level below that of the Fire Chief shall not be interpreted as setting a precedent. The disciplinary action taken shall be considered final and binding unless a written appeal to arbitration is made within ten (10) days of said disciplinary action in accordance with Step 3 of this subsection as the sole remedy of said disciplinary action.

City 28. Article X Grievance Procedure

E. 3. Final Disposition- Arbitration:

If a timely written grievance has not been disposed of as aforesaid to the satisfaction of either party, the City or the Union Executive Board, no later than ten (10) calendar days upon receipt of written response under Step 2, above, may request arbitration as the sole remedy of said dispute before an impartial arbitrator. A copy of such request shall be forwarded to the Director of Human Resource and Labor Relations and the City Attorney.

E. 3. (a) The selection of an impartial arbitrator shall be as follows:

The Director of Human Resources and Labor Relations and the representative for the Union shall meet and confer for the purpose of selecting an impartial arbitrator acceptable to both parties. In the event the representative for the Union and the Director of Human Resources and Labor Relations are unable to agree upon an impartial arbitrator within ten (10) calendar days after the referral of such matter to arbitration, the representative for the Union or the Director of Human Resources and Labor Relations shall request the Wisconsin Employment Relations Commission to provide a panel of five (5) persons as candidates for the arbitrator. After such panel of names is received, the Director of Human Resources and Labor Relations and the representative for the Union shall alternately eliminate names from such list until one name remains with the appealing party making the initial elimination. Such remaining person shall then become the arbitrator. The arbitrator shall first determine whether the dispute is arbitrable under the express terms of this Agreement. Once it is determined that the dispute is arbitrable, the arbitrator shall proceed to determine the merits of the dispute submitted to arbitration. The arbitrator shall be limited to the terms of this Agreement as written and shall have no power to modify, amend, add to, or subtract from the language of this Agreement in arriving at a determination of any issue presented to him/her for arbitration within the limits expressed herein. No award of any arbitrator may be retroactive for any period prior to the execution of this Agreement.

The expenses for the services of the impartial arbitrator and proceedings shall be borne by the party whom the decision is rendered against; however, each party shall be responsible for compensating its own representatives, witnesses, and such other

expenses incurred in the process of selecting an arbitrator and during the arbitration process.

The arbitrator shall submit his/her award in writing to 1) Attorneys of Record, 2) the Union of Firefighters, and 3) the Director of Human Resources and Labor Relations.

City 29. Article IX Grievance Procedure

E. 3. (d). As stated in Chapter 788, the latest State statute(s) shall apply.

City 30. Article XI Prohibition of Strikes

E. An employee who commits any of the acts prohibited in this section after an injunction or restraining order has been issued may be subject to the following penalty. Whoever violates this section after an injunction or restraining order has been issued against such a prohibited activity has been issued shall be fined seventy five dollars. After the injunction has been issued, any employee who is absent from work because of purported illness shall be presumed to be on strike unless the illness is verified by a written report from a physician to the employer. Each day of continued violation constitutes a separate offense. The court shall order that any fine imposed under this subsection be paid by means of a salary deduction at a rate to be determined by the court.

City 33. Article XV Base Pay and Longevity Plan

B. There shall be pay scales F and H for employees in the Fire Department.

City 35. Article XV Base Pay and Longevity Pay

D. Schedule H

Entrance Rate
Step 2 After twelve (12) months
Step 3 After twenty four (24) months
Step 4 After thirty six (36) months requires FEO certification, see Article XIX D.
Step 5 After forty eight (48) months
Step 6 After sixty (60) months

City 36. Article XV Base Pay and Longevity Pay

E. All advances are on the employee's anniversary date and the new rate shall be paid on the first full pay period thereafter. Advancement to each step (intermediate and longevity) shall be made in accordance with the steps listed prior unless the employee's performance is rated unsatisfactory on the annual final personnel evaluation report. Employees will have an annual performance evaluation, but pay increases occur on the employee's anniversary date.

The evaluation on the Personnel Change Notice form is intended to be a synopsis of the more detailed Fire Department personnel evaluation completed by each employee's officer. If rated unsatisfactory, such employee shall be reevaluated after six (6) months from the initial unsatisfactory evaluation. If an employee who was rated unsatisfactory is not rated unsatisfactory at the end of the six (6) month reevaluation, the employee shall then receive the step or longevity increase that was withheld based upon his/her seniority. A Personnel Change Notice form shall be submitted in conjunction with the next full pay period after the employee receives the rating. The step increase will not be retroactive, but additional steps will continue to be based on the employee's date of hire. The Fire Chief or his/her designee must recommend in writing the advancement in salary of each employee in his/her department who has met the requirements for compensation advancement.

City 37. Article XVI Salary and Wage Schedule
Paragraph F.

City 38. Article XVI Salary and Wage Schedule
Firefighting Force

Grade	Title
01	Firefighter
02	Fire Equipment Operator
03	Fire Lieutenant
04	Fire Captain

City 39. Salary and Wage Schedule

C. All class grades shall receive a 2021 wage increase of two and one half (2.50) percent on Steps 1 through 5 (or step 1-7 on Schedule H) effective January 1, 2021, rounded off so that the biweekly pay is divisible by eighty (80) hours in even cents per hour. All class grades shall receive a 2022 wage increase of two (2.00) percent on Steps 1 through 5 (or step 1-7 on Schedule H) effective January 1, 2022, rounded off so that the biweekly pay is divisible by eighty (80) hours in even cents per hour. All class grades shall receive a 2023 wage increase of two and one half (2.50) percent on Steps 1 through 5 (or step 1-7 on Schedule H) effective January 1, 2023, rounded off so that the biweekly pay is divisible by eighty (80) hours in even cents per hour.

City 41. Article XVII Holiday Pay

B. Due to the continuous operation of the Fire Department, members of the Fire Department, working a twenty-four (24) hour shift schedule, shall receive compensatory pay for holidays worked at the double time rate. Such compensatory pay shall be apportioned as follows: Regular biweekly pay, divided by ten (10), multiplied by fifteen and thirty-three hundredths (15.33), divided by the number of pay periods in the year.

City 42. Article XVIII Uniform Allowance

Section E, Lines 27- 28

Members of the Sheboygan Fire Department who purchase their helmet and boots shall do so in accordance with current department regulations regarding employee purchased personal protective equipment. The Sheboygan Fire Department is not responsible for the replacement and or costs associated with damage to any member's personal traditional helmet, eye protection, or boots.

City 43. Article XIX Special Salary Provisions (updated headers for section B and C).

B. Promotion to a class with higher pay range.

C. Employees at the minimum base pay range.

City 48. Article XIX Special Salary Provisions

H. Premium Pay for work outside normal station work hours.

2. ***Training.*** The Fire Chief may require each employee to participate in two (2) training sessions per calendar year, to a maximum of four (4) hours outside the normal station work routine hours, at no additional expense to the City. Additionally, training sessions participated in with outside agencies other than solely the Sheboygan Fire Department must not exceed an additional six (6) sessions per calendar year, to a maximum of eighteen (18) additional hours outside the normal station work routine hours. (Sundays, and holidays are excluded.) Additional training may take place as agreed upon by the Fire Chief or his/her designee and the Union president or their designee.

City 54. Article XXII Vacation – FLSA and Regular Compensatory Time – EMS Day Administration

L. Leave periods will be selected by seniority. Trading or relinquishing selected dates is the responsibility of the employee. To ensure that the responsibility is properly placed, a cycle trade must be signed by both employees involved.

City 55. Article XXII Vacation – FLSA and Regular Compensatory Time – EMS Day Administration

P. Paragraph will be deleted.

City 56. Article XXIII Union Activities

A. The City agrees to allow a Union Steward and/or the members of the Grievance Committee sufficient time for the proper processing of a grievance as outlined in this Agreement. The aggrieved party shall also be given sufficient time during their tour of duty for the proper processing of his/her grievance.

City 57. Article XXIII Union Activities

D. Members of the bargaining committee who are on duty on the days the City meets with this committee shall also be given time off to attend such meetings up to a combined maximum of 200 hours for on duty time spent annually unless extended by mutual agreement. A rig may not be taken out of service without the Fire Chief's approval.

City 58. Article XXIII Union Activities

Last two paragraphs are duplicates of paragraphs F & G and are to be deleted.

City 60. Article XXVII Health Insurance

Section C. Employees who attain one hundred forty four days (1,152 hours) of unused sick leave shall be eligible to participate in the Good Attendance/Retirement Bonus Program effective January 1, 1988. Under the program and upon retirement the employee will be given a maximum of one (1) retirement insurance credit for each unused sick leave day accumulated after January 1, 1985 in excess of one hundred forty four (144) days. In each case of an extended non occupational injury or illness in excess of fifteen (15) consecutive tours of duty during the ten (10) calendar years immediately preceding an employee's retirement date an additional one half (½) credit will be given for each consecutive sick day used in excess of fifteen (15) consecutive tours of duty during said injury/illness. Effective January 1, 2007, upon retirement all accumulated retirement insurance credits will be converted into cash value at the rate of twelve (12) percent of the single plan rate in effect on the last day worked with a cap of ninety (90) dollars per credit. The rate will be reviewed during future contract negotiations.

1. Upon retirement all credits and monies referred to in Subsection (F) shall be placed into a City escrow account from which the retiree's premium for the City's health insurance plan for retirees will be paid in an amount equal to the cost of the lowest priced single health insurance plan until age sixty five (65) or until said retiree becomes eligible for Medicare or any government sponsored insurance, dies, or until the account is exhausted, whichever occurs first. A surviving spouse shall receive all retiree health insurance benefits and credits earned by his/her spouse (surviving spouse shall be treated as if he/she were the former employee).

City 61. Article XXXIV Sec E Line 28

In the event an employee has been approved to attend outside training while on duty is unable to do so due to insufficient staffing, the employee, at the discretion of the Fire Chief enjoys the right to attend the class by making a trade under **Article XXXIII**. In the event an employee makes a trade as described, the City will grant the employee who has covered the trade time off at a later date under **Article XXII**. The employee shall have nine months to use the time after which the Fire Chief or his/her designee will assign the time off.

City 63. Article XXXIX Duration

A. This Agreement shall be effective when signed by both parties and shall remain in full force and effect until its expiration date, December 31, 2023.

B. On or before June 1, 2023, either party hereto may notify the other party in writing of its desire to negotiate the terms and provisions of a successor Agreement. Promptly following such notification, and specifically within the next one hundred and twenty (120) days, the parties hereto shall meet and engage in such negotiations.

City 64. Article XL Retroactivity

A. Retroactivity will be paid on increases in salary from January 1, 2021, until this contract is executed. All benefits will be retroactive to January 1, 2021, unless otherwise noted.

B. All other changes in this Agreement shall be effective upon execution to be not later than ten (10) days after ratification by both parties, except where stated otherwise.

City 65. Article XXV Sick Leave

3. The administration of the sick leave pool shall be under the jurisdiction of the Fire Chief after he/she has consulted with the Director of Human Resources and Labor Relations, as well as, Local 483's Executive Board, in compliance with the applicable state and federal laws including ADA and FMLA, etc. Each employee must accumulate the basic one hundred forty-four (144) days' sick leave and all additional days shall then be credited to his/her retirement insurance credit account. An employee is not eligible to participate in the sick leave pool or bank if he/she is eligible for other City-paid benefit programs, including but not limited to the following list:

City-paid retirement disability programs
Social Security disability benefits
City-paid annuity programs

City 66. Other Notes:

Update Table of Contents
Addendum 1 – Pages 75- 80 should be removed
Index – Page 81 should be removed (or updated)
Addendum 3 – Pay schedules should be included

Union: Article XXVII – Health Insurance:
Replace $65 with "with a cap of ninety dollars per credit."

Signature Page

Chase Longmiller
Bargaining Chairperson, Local 483

Brendan Hughes
President, Local 483

Vicky Schneider
Dir. Of Human Resources/Labor Relations

Eric Montellano
Fire Chief

VI

R. C. No. _____ - 20 - 21. By FINANCE AND PERSONNEL COMMITTEE.
February 15, 2021.

Your Committee to whom was referred R. O. No. 134-20-21 by City Attorney submitting, as a matter of record, a copy of the Stipulation for Dismissal filed with the United States District Court, Eastern District of Wisconsin, on January 26, 2021 in the matter of Kurt R. Klessig and Mary A. Heitzmann v. Anthony Hamilton, Brandon Kehoe, City of Sheboygan, City of Sheboygan Police Department, et al., Case No. 17-CV-00031; recommends filing the document.

_____ _____

_____ _____

_____ _____

Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

II

3.5

R. O. No. 134 - 20 - 21. By CITY ATTORNEY. February 1, 2021.

Submitting, as a matter of record, a copy of the Stipulation for Dismissal filed with the United States District Court, Eastern District of Wisconsin, on January 26, 2021 in the matter of Kurt R. Klessig and Mary A. Heitzmann v. Anthony Hamilton, Brandon Kehoe, City of Sheboygan, City of Sheboygan Police Department, et al., Case No. 17-CV-00031.

_____

City Attorney

F&P
fcu

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF WISCONSIN

KURT R. KLESSIG, et al.,

Plaintiffs,

v.

ANTHONY HAMILTON et al.,

Defendants.

CASE NO: 17-CV-00031

STIPULATION FOR DISMISSAL

The parties, through their respective counsel, stipulate and agree that this matter should be dismissed in its entirety, with prejudice, and without costs to any party pursuant to F.R.C.P. Rule 41(a)(1)(A)(ii).

Date: January 26, 2021

Hale Lammiman Group, Ltd.
Attorneys for Plaintiffs

/s/ Christopher T. Hale
Christopher T. Hale

Date: January 26, 2021

Gunta Law Offices SC
Attorneys for Defendants

/s/ Ann C. Wirth
Ann C. Wirth

Date: January 26, 2021

Nielsen Zehe & Antas PC.
Attorneys for Wilson Mutual Ins. Co.

/s/ Christy Harrison Schaefer
Christy Harrison Schaefer

VII

R. C. No. _____ - 20 - 21. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE. February 21, 2021.

Your Committee to whom was referred pursuant to R. O. No. 135-20-21 by City Clerk submitting various license applications; recommends granting the licenses with (*)caveat:

BEVERAGE OPERATOR'S LICENSE (NEW)(June 30, 2022)

No.	Name	Address
7322	Arnsmeier, Dean M.*CLUB*	4622 N. 50th Street
3465	Caldwell, Gretchen	1404 N. 12th Street
0932	Cortez, Goya Elena	1725 N. 8th Street
3463	Frankovis, Heather L.	1609 S. 25th Street
3466	Hansen, Amy R.	4604 Fox Grove Road
9474	Helmke, Amber L.	1447 S. 21st Street
3464	Martin, Alexis L.	4908 S. 14th Street
3462	Mattfield, Lynn M.	1716A S. 7th Street
3468	Meluch, Jessica A.	514 S. 27th Street
3469	Meyer, Kaylee E.	59 N. Hiawatha Circle
3461	Mindt, Courtney F.	1526 S. 20th Street
3467	Post, Bonnie J.	3804 N. 12th Street
*3473	Ridenour, John F.	724 Broadway Avenue
2712	Sosa, Jacqueline, C.O.	405 Superior Avenue
1805	Turner, Jennifer R.	824 Ashland Avenue

*Grant with a warning to conduct himself at all times within the confines of the law, including full cooperation with the police.

CHANGE OF PREMISE

No.	Name	Address
3069	Time and a Half	2518 N. 15th Street - One day Event to be held 2/27/21 to include Fence line to corner of 15th and Martin Ave in front and corner of 15th and Martin to driveway on Martin Ave side of building, in addition to current premises description.

_____ _____

_____ _____

_____ _____

Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

VIII

R. C. No. _____ - 20 - 21. By FINANCE AND PERSONNEL COMMITTEE.
February 15, 2021.

Your Committee to whom was referred Res. No. 154-20-21 by Alderpersons Donohue and Bohren authorizing the appropriate City officials to contract with Wisconsin Public Finance Professionals, LLC for financial advisory services in 2021; recommends adopting the Resolution.

_____ _____

_____ _____

_____ _____

Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

III

4.2

Res. No. 154 - 20 - 21. By Alderpersons Donohue and Bohren.
February 1, 2021.

A RESOLUTION authorizing the appropriate City officials to contract with Wisconsin Public Finance Professionals, LLC for financial advisory services in 2021.

WHEREAS, the City of Sheboygan has obtained necessary financial advisory services related to its municipal borrowing from Wisconsin Public Finance Professionals, LLC, for the last seven years; and

WHEREAS, the City desires to continue using Wisconsin Public Finance Professionals, LLC as its financial advisor for the 2021 calendar year; and

WHEREAS, the standard industry practice regarding financial advisory services of this nature is to enter into a separate agreement for each borrowing.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are authorized to enter into a contract with Wisconsin Public Finance Professionals, LLC for financial advisory services, in substantially similar form to that attached to this Resolution, for each borrowing that the City issues during the 2021 calendar year.

BE IT FURTHER RESOLVED: That in the case of a General Obligation Borrowing, the appropriate City officials are hereby authorized to draw orders on the Debt Issuance Expense Account (Account No. 30115100-540117).

F&P adopt.

BE IT FURTHER RESOLVED: That in the case of a TID Borrowing, the appropriate City officials are hereby authorized to draw orders on the appropriate TID Debt Service Account.

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

WISCONSIN PUBLIC FINANCE PROFESSIONALS, LLC
1025 SOUTH MOORLAND ROAD, SUITE 504
BROOKFIELD, WI 53005
414-434-9644
FAX: 414-226-2014

------ 2021 Sample ------

Municipal Advisory Agreement

City of Sheboygan, Sheboygan County, Wisconsin

Wisconsin Public Finance Professionals, LLC ("WPFP") is a "municipal advisor" as defined by the Securities and Exchange Commission ("SEC") Final Rule adopted September 18, 2013. WPFP is registered and regulated by the SEC and the Municipal Securities Rulemaking Board ("MSRB"). The City of Sheboygan, Sheboygan County, Wisconsin ("City"), hereby retains WPFP to serve as its Municipal Advisor in accordance with the terms and conditions of this Municipal Advisory Agreement ("Agreement") effective the date of execution (the "Effective Date"). As Municipal Advisor, WPFP will have fiduciary duties, including a duty of care and a duty of loyalty. WPFP is required to act in the City's best interests without regard to its own financial and other interests.

MSRB Rule G-10 and G-42 Notifications, Disclosures of Conflicts of Interest and Other Information

As a Municipal Advisor registered with the MSRB and the SEC, WPFP is required to provide certain notifications, disclosures and information to the City, in writing, no less than once each calendar year. Included on the last page of the Agreement are notifications and disclosures in accordance with MSRB Rule G-10 regarding a brochure available on the MSRB's website at www.msrb.org that describes the protections available under MSRB rules and how to file a complaint with an appropriate regulatory authority; and, disclosures in accordance with MSRB Rule G-42 related to conflicts of interest and other information. All municipal advisory services are performed by employees of WPFP. WPFP has no relationships with other firms, or employees of the City, that could present a real or perceived conflict of interest. Carol Ann Wirth is the responsible party for WPFP in its relationship with the City.

Scope of Municipal Advisory Services

WPFP is engaged by the City as its Municipal Advisor to provide services with respect to the issuance of $_____ General Obligation or Revenue Obligation, hereinafter referred to as the "Issue", as follows:

(a) Services to be Provided:

1. Prepare and/or evaluate structuring options or alternatives with respect to the proposed new Issue
2. Review financial and other information regarding City (Utility), the proposed Issue and any source of repayment of or security for the Issue
3. Consult with and/or advise City on actual or potential changes in market place practices, market conditions, regulatory requirements or other matters that may have an impact on the City and its financing plans, or related to its outstanding issues

4. Assist City in establishing a plan of finance – establish the structure, timing, terms and other similar matters concerning the Issue
5. Prepare the financing timeline
6. Consult and meet with representatives of City and its agents or consultants with respect to the Issue
7. Attend meetings of City's governing body, as requested
8. Advise City on the manner of sale of the Issue
9. For an Issue to be sold at negotiated sale, assist City in the selection of an underwriter with the preparation of an RFP; participate in pricing discussions; and, advise City on the acceptability of the underwriter's pricing and offer to purchase.
10. For an Issue to be sold at competitive sale, conduct steps necessary for the pricing and sale of the Issue, including preparation of the Official Notice of Sale and Bid Form, advertise the sale of the issue, assist potential bidders with submitting bids, verify bids received, recommend suitability of interest rates based on compliance with Official Notice of Sale and current market conditions.
11. Assist in gathering of information with respect to financial, statistical and factual information relating to City (Utility) in connection with and the preparation of the Preliminary and Final Official Statement
12. Respond to questions from bidders, underwriters or potential investors
13. Provide City with relevant data on comparable issues recently or currently being sold nationally and by comparable municipalities
14. Obtain CUSIP numbers and distribute an electronic version of the Preliminary and Final Official Statement
15. Advise City with regard to any continuing disclosure undertaking required to be entered into in connection with the Issue
16. Prepare materials for, and participate in, presentation to rating agency
17. Work with bond counsel and other transaction participants to prepare and/or review necessary authorizing documentation of City and other documents necessary to finalize and close the Issue, and to issue an unqualified opinion approving the legality and tax status of the Issue
18. Coordinate closing, delivery of the new Issue and transfer of funds
19. Prepare a closing memorandum or transaction summary, together with general guidance for City with respect to the use of bond proceeds and the payment of debt service; prepare final amortization schedule.
20. Provide such other usual and customary municipal advisory services as may be requested by City including services related to debt management and preliminary structuring of potential future issues, credit management and continuing disclosure requirements
21. Advise City on potential refinancing opportunities of its outstanding issues, including exercise of optional call rights
22. Assist City with dissemination and publication of notices of call for issues being refunded

(b) Limitations on Scope of Municipal Advisory Services. The Scope of Municipal Advisory Services is subject to the following limitations:

(i) The scope of services is limited solely to the services described herein and is subject to any limitations set forth within the description of the Scope of Municipal Advisory Services.

(ii) Unless otherwise provided in the Scope of Municipal Advisory Services described herein, Municipal Advisor is not responsible for certifying as to the accuracy or completeness of any preliminary or final official statement, other than with respect to any information about Municipal Advisor provided by Municipal Advisor for inclusion in such documents.

(iii) The Scope of Municipal Advisory Services does not include tax, legal, accounting or engineering advice with respect to any Issue or in connection with any opinion or certificate rendered by counsel or any other person at closing; and, does not include review or advice on any feasibility study.

(c) Amendment to Scope of Municipal Advisory Services

The Scope of Municipal Advisory Services may be changed only by written amendment or supplement to the Scope of Municipal Advisory Services described herein. The parties agree to amend or supplement the Scope of Municipal Advisory Services described herein promptly to reflect any material changes or additions to the Scope of Municipal Advisory Services

Municipal Advisor's Regulatory Duties When Servicing City

MSRB Rule G-42 requires that Municipal Advisor make a reasonable inquiry as to the facts that are relevant to City's determination whether to proceed with a course of action with a course of action or that form the basis for and advice provided by Municipal Advisor to City. The rule also requires that Municipal Advisor undertake a reasonable investigation to determine that it is not basing any recommendation on materially inaccurate or incomplete information. Municipal Advisor is also required under the rule to use reasonable diligence to know the essential facts about City and the authority of each person acting on City's behalf. The City agrees to cooperate, and to cause its agents to cooperate, with Municipal Advisor in carrying out these regulatory duties, including providing to Municipal Advisor accurate and complete information and reasonable access to relevant documents, other information and personnel needed to fulfill such duties.

Term of this Engagement

The term of this Agreement begins on the Effective Date and ends, unless earlier terminated as provided below, on December 31, 20___. This Agreement may be terminated with or without cause by either party upon the giving of at least sixty (60) days' prior written notice to the other party of its intention to terminate, specifying in such notice the effective date of such termination. In the event of termination, the Municipal Advisor shall be paid in full for any services performed to the date of that termination at the normal hourly rates ($165/hour professional staff, $95/hour support staff) for time actually spent. WPFP may not assign this Agreement without the City's prior written consent. The laws of the State of Wisconsin shall apply to this Agreement.

Compensation - Fees and Expenses

WPFP's fee for services performed under this Agreement shall be $_____ for the General Obligation or Revenue Obligation. WPFP's fee includes all necessary in-state travel and general out-of-pocket expenses i.e. supplies and copying. WPFP's fee is due and payable upon the closing of the Issue. The City shall pay the fees and expenses determined by each respective financing team participant (i.e. bond counsel, rating agency and underwriter), and costs associated with the printing and distribution of Official Statements ($1,000). If WPFP performs services under this Agreement, and, a financing is not consummated, WPFP shall be compensated at our normal hourly rates ($165/hour professional staff, $95/hour support staff) for time actually spent.

Limitation of Liability/Insurance

In the absence of willful misconduct, bad faith, or reckless disregard of obligations or duties hereunder on the part of Municipal Advisor, Municipal Advisor shall have no liability to City for any act or omission in the course of, or connected with, rendering services hereunder, or for any error of judgment or mistake of law, or for any loss arising out of any issuance of municipal securities, or for any financial or other damages resulting from City's election to act or not to act, as the case may be, contrary to any advice or recommendation provided by Municipal Advisor to the City. No recourse shall be had against Municipal Advisor for loss, damage, liability, cost or expense (whether direct, indirect or consequential) of City arising out of or in defending, prosecuting, negotiating or responding to any inquiry, questionnaire, audit, suit, action, or other proceeding brought or received from the Internal Revenue Service in connection with the Issue or otherwise relating to the tax treatment of the Issue, or in connection with any opinion or certificate rendered by counsel or any other party. Notwithstanding the foregoing, nothing contained in this paragraph or elsewhere in this Agreement shall constitute a waiver by the City of any of its legal rights under applicable U.S. federal securities laws or any other laws whose applicability is not permitted to be contractually waived, nor shall it constitute a waiver or diminution of Municipal Advisor's fiduciary duty to City under Section 15B(c)(1) of the Securities Exchange Act of 1934, as amended, and the rules thereunder.

WPFP shall maintain, throughout the term of this Agreement, professional general liability insurance in the amount of $1,000,000 per occurrence, having a $5,000 deductible.

The City acknowledges that the City is responsible for the contents of Preliminary and Final Official Statements prepared for the Issue, and, is subject to, and may be held liable under, federal or state securities laws for misleading or incomplete disclosure.

Authority

The undersigned represents and warrants that he/she has full legal authority to execute this Agreement on behalf of the City. The following individuals have the authority to direct Municipal Advisor's performance of its activities under this Agreement: _____, City Administrator, _____, Finance Director.

WISCONSIN PUBLIC FINANCE PROFESSIONALS, LLC

By_____

CITY OF SHEBOYGAN
SHEBOYGAN COUNTY, WISCONSIN

By: _____

Title: _____

Date: _____

Wisconsin Public Finance Professionals, LLC

MSRB Rule G-10 Disclosure - Notifications

- Wisconsin Public Finance Professionals, LLC ("WPFP") is a Municipal Advisor registered with the Municipal Securities Rulemaking Board ("MSRB") and the Securities and Exchange Commission ("SEC").
- The MSRB's website address is as follows: www.msrb.org.
- A brochure is available on the MSRB website that describes protections available under MSRB rules and how to file a complaint with an appropriate regulatory authority.

MSRB Rule G-42 Disclosure

1. Wisconsin Public Finance Professionals, LLC ("WPFP") is an MSRB Registered Municipal Advisor that conducts all municipal advisory activities subject to the fiduciary standards of conduct.

2. The Form MA of WPFP along with the most recent Form MA-I for each MSRB associated person is posted in the Edgar Database located on the US Securities and Exchange Commission website (www.sec.gov/edgar/searchedgar/companysearch.htm) searching under the name "Wisconsin Public Finance Professionals, LLC." If you require a hard-copy of any of these forms, please send a written request to the Firm's Chief Compliance Officer's attention at the address below.

3. To the best of our knowledge and belief, neither WPFP nor any Associated Person has any material undisclosed conflict of interest.
   A. WPFP has no financial interest in, nor does WPFP receive any undisclosed compensation from, any firm or person that WPFP may use in providing any advice, service, or product to or on behalf of any WPFP client.
   B. WPFP does not pay MSRB registered solicitors or other MSRB Registered Municipal Advisors directly or indirectly in order to obtain or retain an engagement to perform municipal advisory services for any municipal entity.
   C. WPFP does not receive any payments from a third party to enlist WPFP's recommendation of services, municipal securities transactions, or any municipal financial product or service.
   D. WPFP does not have any undisclosed fee-splitting arrangements with any provider of investments or services to any municipal entity.
   E. WPFP does not have any conflicts of interest arising from compensation for municipal activities to be performed that are contingent on the size or closing of any transaction for which WPFP is providing advice.
   F. There is no other actual or potential conflict of interest that could reasonably be anticipated to impair WPFP's ability to provide advice to any municipal entity in accordance with the standards of fiduciary conduct.

4. WPFP ("the Firm") nor any of its Associated Person are not currently subject to or have been subject to any legal or disciplinary event that could be material to a client's evaluation of the Firm or the integrity of its management or Associated Persons.

1025 South Moorland Road, Suite 504, Brookfield, WI 53005

WISCONSIN PUBLIC FINANCE PROFESSIONALS, LLC
1025 SOUTH MOORLAND ROAD, SUITE 504
BROOKFIELD, WI 53005
414-434-9644
FAX: 414-226-2014

Wisconsin Public Finance Professionals, LLC ("WPFP")

Municipal Advisory Fee Structure - 2021

WPFP shall enter into a Municipal Advisory Agreement with the issuer, substantially in the sample form attached hereto, for each financing identifying the dollar amount of the issue authorized by the Issuer. The Municipal Advisory Agreement shall specify the issue description (General Obligation or Revenue Obligation), WPFP's scope of services and fee, not contingent on the final size or closing of the issue. If WPFP performs services under a Municipal Advisory Agreement, but the financing is not consummated, WPFP shall be compensated at the hourly rate of $165/hour professional staff, $95/hour support staff for time actually spent.

WPFP uses the following calculation in determining the municipal advisory fee included in a municipal advisory agreement for a General Obligation or Revenue Obligation (per issue), competitive or negotiated sale, using the dollar amount of the issue authorized by the Issuer:

Base Fee - $13,000 plus $1.50 per $1,000 issued subject to –

Minimum Fee of $14,500
Maximum Fee of $25,000

(Example: $3 million issue is $13,000 + ($3,000 X $1.50 = $4,500) = $17,500)

WPFP's fee includes all WPFP's expenses associated with in-state travel and general out-of-pocket expenses for supplies and copying, etc. The fee is due and payable upon closing of the issue. WPFP's fee does not include expenses of issuance such as Official Statement printing (approximately $1,000), Bond Counsel, rating agency, escrow or fiscal agents, verification or feasibility reports. WPFP's fee is due and payable upon closing of the issue. WPFP's fee includes on-going services identified in the Municipal Advisory Agreement as may be requested by the Issuer during the term of the agreement.

VIII

R. C. No. _____ - 20 - 21. By FINANCE AND PERSONNEL COMMITTEE.
February 15, 2021.

Your Committee to whom was referred Res. No. 156-20-21 by Alderpersons Donohue and Bohren authorizing the Purchasing Agent to issue purchase orders for the purchase of a new Pierce Manufacturing Rescue Engine and other necessary equipment related to that Rescue Engine for the Sheboygan Fire Department; recommends adopting the Resolution.

_____ _____

_____ _____

_____ _____

Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

III

4.4

Res. No. 156- 20 - 21. By Alderpersons Donohue and Bohren.
February 1, 2021.

A RESOLUTION authorizing the Purchasing Agent to issue purchase orders for the purchase of a new Pierce Manufacturing Rescue Engine and other necessary equipment related to that Rescue Engine for the Sheboygan Fire Department.

WHEREAS, following the standard annual inspection of Sheboygan Fire Department Ladder Truck #5 ("Ladder Truck #5") in 2019, the Fire Department was informed that Ladder Truck #5 had severe wear and corrosion of the superstructure and, as a result, was unable to be certified for use as an aerial ladder truck without costly repairs being made; and

WHEREAS, as a result, Ladder Truck #5 was moved into reserve status; and

WHEREAS, since being moved into reserve status, Ladder Truck #5 developed a severe hydraulic leak, rendering it out of service; and

WHEREAS, when the wear and corrosion of the superstructure was discovered, the City included the purchase of a new Rescue Engine in the 2021 Capital Improvements Plan to replace Ladder Truck #5; 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 new Rescue Engine is available from Pierce Manufacturing (of Appleton, Wisconsin) under the Sourcewell National Purchasing Plan; and

WHEREAS, under the Sourcewell pricing, the cost of the Rescue Engine is $695,400; and

WHEREAS, the City is able to obtain a discount of $25,820 from that price by prepaying for the Rescue Engine; and

WHEREAS, if the City waits until after February 16, 2021 to place the order for the Rescue Engine, the price of the Rescue Engine will increase by 3%; and

WHEREAS, although the City will not take possession of the replacement Rescue Engine until early 2022, it is in the best interest of the City to prepay for the Rescue Engine, and to do so before the 3% increase occurs; and

WHEREAS, the City intends to ultimately fund the purchase of the new Rescue Engine through its annual borrowing program; and

F+P adopt.

WHEREAS, pursuant to the authority in Res. No. 486-93-94, the Finance Director/Treasurer has completed a Declaration of Official Intent to reimburse expenditures related to the Project; and

WHEREAS, because the City is purchasing a Rescue Engine to replace a Ladder Truck, there is a need for some additional equipment - such as a computer router, a deluge/deck gun, fire hose, and a lock box for medications - which is more cost effective to purchase separately from the Rescue Engine; and

WHEREAS, the estimated cost of the additional equipment is $15,250.

NOW, THEREFORE, BE IT RESOLVED: That the Purchasing Agent is authorized to issue a Purchase Order to Pierce Manufacturing for the purchase of the Rescue Engine in the amount of $669,580.

BE IT FURTHER RESOLVED: That the Council understands that this Purchase Order will be subject to the terms and conditions set forth in Sourcewell Contract # 022818-PMI, a copy of which is available at sourcewell-mn.gov.

BE IT FURTHER RESOLVED: That the Purchasing Agent is authorized to issue purchase orders for the additional equipment necessary for the operation of the new Rescue Engine.

BE IT FURTHER RESOLVED: That prior to the City's annual borrowing program being completed, the appropriate City officials may draw up to $685,105.00 from Account No. 40022100-641100 (Capital Project Fund - Vehicles - Fire Vehicles) to prepay for the Rescue Engine and to purchase the additional equipment necessary for the operation of the new Rescue Engine. Expenditures from Account No. 40022100-641100 made prior to the completion of the borrowing program may be reimbursed with borrowed funds from Account No. 48022100-641100 (2021 Capital Improvement Fund - Fire - Vehicles). In the event that the annual borrowing program provides less than $685,105.00 for Account No. 48022100-641100, any shortfall may be paid from Account No. 40022100-641100. After the completion of the annual borrowing program, if the appropriate City officials

have drawn less than $685,105.00 from Account No. 40022100-641100 for the prepayment of the Rescue Engine and the additional equipment necessary for the operation of the new Rescue Engine, any remainder may be - subject to the availability of funds - drawn from Account No. 48022100-641100 for the prepayment of the Rescue Engine and the additional equipment necessary for the operation of the new Rescue Engine.

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

VIII

R. C. No. _____ - 20 - 21. By PUBLIC WORKS COMMITTEE. February 15, 2021.

Your Committee to whom was referred Res. No. 157-20-21 by Alderpersons Dekker and Sorenson authorizing executing an easement for a mini-storm sewer (Kraus); recommends adopting the Resolution.

_____ _____

_____ _____

_____ _____

Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

III

4.5

Res. No. 157 - 20 - 21. By Alderpersons Dekker and Sorenson.
February 1, 2021.

A RESOLUTION authorizing executing an easement for a mini-storm sewer.

RESOLVED: That the Mayor and City Clerk are hereby authorized and directed to execute the attached Easement for the mini-storm sewer constructed by the City at the following location:

Timothy M. Kraus and Kimberly K. Kraus, 3322 N. 9th Street, Sheboygan, WI

PW adopt.

Dean Dekker

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

EASEMENT

THIS INDENTURE, made this _____ day of _____, 2020, by Timothy M. Kraus and Kimberly K. Kraus, husband and wife, residing at 3322 N. 9th Street, Sheboygan, Wisconsin 53083, **"GRANTOR,"** and the City of Sheboygan, a Municipal Corporation of the State of Wisconsin, **"GRANTEE";**

Return To:
City Attorney
828 Center Avenue
Sheboygan WI 53081-4442

59281-716320
Tax Parcel No.

WITNESSETH:

KNOW ALL MEN BY THESE PRESENTS, that the said **GRANTOR,** in consideration of the sum of one ($1.00) dollar and other valuable consideration in hand paid by said **GRANTEE,** receipt whereof is hereby confessed and acknowledged, and the covenants hereinafter contained, hereby grants a permanent easement to **GRANTEE** for municipal purposes, to construct and maintain a mini-storm sewer in, under, and along the south 8 feet of the east 148 feet and the east 8 feet of the west 38 feet of the following described property:

NORTH SHORE SUBD NO 1 LOT 6 & N 1/2 OF LOT 7 BLK 9 ALSO E 1/2 OF VAC PUBLIC PLAYGROUND IN BLK 9 LYING W OF & ADJ SD LOTS, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, STATE OF WISCONSIN

The **GRANTOR** further grants unto the **GRANTEE,** its successors and assigns, the right, privilege and easement to enter on said premises for the purposes of laying, patrolling, maintaining, cleaning, repairing and renewing said mini-storm sewer.

GRANTEE shall not specially assess **GRANTOR** for the mini-storm sewer construction. However, **GRANTOR** acknowledges and agrees that no site restoration is to be provided by **GRANTEE** in connection with construction of the mini-storm sewer.

The covenants herein contained shall be binding upon the parties hereto and their successors and assigns.

IN WITNESS WHEREOF, the **GRANTOR,** has caused the execution of this document on this _____ day of _____, 2020.

Timothy M. Kraus
(Sign in the presence of a Notary Public)

Kimberly K. Kraus
(Sign in the presence of a Notary Public)

STATE OF WISCONSIN)
) §
SHEBOYGAN COUNTY)

Personally came before me, this 24th day of AUGUST, 2020, Timothy M. Kraus and Kimberly K. Kraus, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Notary Public-Sheboygan County
My commission expires 8-21-2024

ACCEPTED BY: CITY OF SHEBOYGAN

BY: _____
Michael Vandersteen
Mayor

ATTEST: _____
Meredith DeBruin
City Clerk

STATE OF WISCONSIN)
) §
SHEBOYGAN COUNTY)

Personally came before me, this _____ day of _____, 2020, Michael Vandersteen, Mayor, and Meredith DeBruin, City Clerk, of the above-named municipal corporation, to me known to be such Mayor and City Clerk of said corporation, and acknowledged that they executed the foregoing instrument as such officers of said corporation, by its authority.

_____
Notary Public-Sheboygan County
My commission expires _____

Acceptance is authorized by and in accordance with Res. No. _____.

This instrument drafted by:

Charles C. Adams
Wisconsin State Bar No. 01021454

VIII

R. C. No. _____ - 20 - 21. By PUBLIC WORKS COMMITTEE. February 15, 2021.

Your Committee to whom was referred Res. No. 158-20-21 by Alderpersons Dekker and Sorenson authorizing executing an easement for a mini-storm sewer (Meyer); recommends adopting the Resolution.

_____ _____

_____ _____

_____ _____

Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

III

4.6

Res. No. 158- 20 - 21. By Alderpersons Dekker and Sorenson.
February 1, 2021.

A RESOLUTION authorizing executing an easement for a mini-storm sewer.

RESOLVED: That the Mayor and City Clerk are hereby authorized and directed to execute the attached Easement for the mini-storm sewer constructed by the City at the following location:

Melanie A. Meyer, 3404 N. 9th Street, Sheboygan, WI

Dean Dekker

P&D adopt

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

EASEMENT

THIS INDENTURE, made this 4 day of September 2020, by Melanie A. Meyer, residing at 3404 N. 9th Street, Sheboygan, Wisconsin 53083, **"GRANTOR,"** and the City of Sheboygan, a Municipal Corporation of the State of Wisconsin, **"GRANTEE";**

Return To:
City Attorney
828 Center Avenue
Sheboygan WI 53081-4442

59281-716290
Tax Parcel No.

WITNESSETH:

KNOW ALL MEN BY THESE PRESENTS, that the said **GRANTOR,** in consideration of the sum of one ($1.00) dollar and other valuable consideration in hand paid by said **GRANTEE,** receipt whereof is hereby confessed and acknowledged, and the covenants hereinafter contained, hereby grants a permanent easement to **GRANTEE** for municipal purposes, to construct and maintain a mini-storm sewer in, under, and along the east 8 feet of the west 38 feet of the following described property:

NORTH SHORE SUBD NO 1 LOT 3 BLK 9 & E 1/2 OF THAT PRT OF VAC PUBLIC PLAYGROUND LYING W OF & ADJ SD LOT. S.11 T.15 R.23, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, STATE OF WISCONSIN

The **GRANTOR** further grants unto the **GRANTEE,** its successors and assigns, the right, privilege and easement to enter on said premises for the purposes of laying, patrolling, maintaining, cleaning, repairing and renewing said mini-storm sewer.

GRANTEE shall not specially assess **GRANTOR** for the mini-storm sewer construction. However, **GRANTOR** acknowledges and agrees that no site restoration is to be provided by **GRANTEE** in connection with construction of the mini-storm sewer.

The covenants herein contained shall be binding upon the parties hereto and their successors and assigns.

IN WITNESS WHEREOF, the **GRANTOR,** has caused the execution of this document on this 4 day of September, 2020.

Melanie A. Meyer
(Sign in the presence of a Notary Public)

STATE OF WISCONSIN)
) §
SHEBOYGAN COUNTY)

Personally came before me, this 4 day of September, 2020, Melanie A. Meyer, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

MELISSA FRENCH
Notary Public
State of Wisconsin

Notary Public-Sheboygan County
My commission expires 9.27.2022

ACCEPTED BY: CITY OF SHEBOYGAN

BY: _____
Michael Vandersteen
Mayor

ATTEST: _____
Meredith DeBruin
City Clerk

STATE OF WISCONSIN)
) §
SHEBOYGAN COUNTY)

Personally came before me, this _____ day of _____, 2020, Michael Vandersteen, Mayor, and Meredith DeBruin, City Clerk, of the above-named municipal corporation, to me known to be such Mayor and City Clerk of said corporation, and acknowledged that they executed the foregoing instrument as such officers of said corporation, by its authority.

_____
Notary Public-Sheboygan County
My commission expires _____

Acceptance is authorized by and in accordance with Res. No. _____.

This instrument drafted by:

Charles C. Adams
Wisconsin State Bar No. 01021454

VIII

R. C. No. _____ - 20 - 21. By PUBLIC WORKS COMMITTEE. February 15, 2021.

Your Committee to whom was referred Res. No. 159-20-21 by Alderpersons Dekker and Sorenson authorizing executing an easement for a mini-storm sewer (Steinmeyer); recommends adopting the Resolution.

_____ _____

_____ _____

_____ _____

Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

III

4.7

Res. No. 159 - 20 - 21. By Alderpersons Dekker and Sorenson.
February 1, 2021.

A RESOLUTION authorizing executing an easement for a mini-storm sewer.

RESOLVED: That the Mayor and City Clerk are hereby authorized and directed to execute the attached Easement for the mini-storm sewer constructed by the City at the following location:

David Steinmeyer, 3328 N. 9th Street, Sheboygan, WI

Dem Dekker

P/W adopt

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

EASEMENT

THIS INDENTURE, made this 26 day of August, 2020, by David Steinmeyer, residing at 3328 N. 9th Street, Sheboygan, Wisconsin 53083, **"GRANTOR,"** and the City of Sheboygan, a Municipal Corporation of the State of Wisconsin, **"GRANTEE";**

Return To:
City Attorney
828 Center Avenue
Sheboygan WI 53081-4442

59281-716310
Tax Parcel No.

WITNESSETH:

KNOW ALL MEN BY THESE PRESENTS, that the said **GRANTOR,** in consideration of the sum of one ($1.00) dollar and other valuable consideration in hand paid by said **GRANTEE,** receipt whereof is hereby confessed and acknowledged, and the covenants hereinafter contained, hereby grants a permanent easement to **GRANTEE** for municipal purposes, to construct and maintain a mini-storm sewer in, under, and along the east 8 feet of the west 38 feet of the following described property:

NORTH SHORE SUBD NO 1 LOT 5 BLK 9 & E 1/2 OF THAT PRT OF VAC PUBLIC PLAYGROUND LYING W OF & ADJ SD LOT. S.11 T.15 R.23, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, STATE OF WISCONSIN

The **GRANTOR** further grants unto the **GRANTEE,** its successors and assigns, the right, privilege and easement to enter on said premises for the purposes of laying, patrolling, maintaining, cleaning, repairing and renewing said mini-storm sewer.

GRANTEE shall not specially assess **GRANTOR** for the mini-storm sewer construction. However, **GRANTOR** acknowledges and agrees that no site restoration is to be provided by **GRANTEE** in connection with construction of the mini-storm sewer.

The covenants herein contained shall be binding upon the parties hereto and their successors and assigns.

IN WITNESS WHEREOF, the **GRANTOR,** has caused the execution of this document on this 26 day of August, 2020.

David Steinmeyer
(Sign in the presence of a Notary Public)

STATE OF WISCONSIN)
) §
SHEBOYGAN COUNTY)

Personally came before me, this 26 day of August, 2020, David Steinmeyer, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

MELISSA FRENCH
Notary Public
State of Wisconsin

Notary Public-Sheboygan County
My commission expires 9.27.2022

ACCEPTED BY: CITY OF SHEBOYGAN

BY: _____
Michael Vandersteen
Mayor

ATTEST: _____
Meredith DeBruin
City Clerk

STATE OF WISCONSIN)
) §
SHEBOYGAN COUNTY)

Personally came before me, this _____ day of _____, 2020, Michael Vandersteen, Mayor, and Meredith DeBruin, City Clerk, of the above-named municipal corporation, to me known to be such Mayor and City Clerk of said corporation, and acknowledged that they executed the foregoing instrument as such officers of said corporation, by its authority.

_____
Notary Public-Sheboygan County
My commission expires _____

Acceptance is authorized by and in accordance with Res. No. _____.

This instrument drafted by:

Charles C. Adams
Wisconsin State Bar No. 01021454

VIII

R. C. No. _____ - 20 - 21. By PUBLIC WORKS COMMITTEE. February 15, 2021.

Your Committee to whom was referred Res. No. 160-20-21 by Alderpersons Dekker and Sorenson authorizing executing an easement for a mini-storm sewer (Wuestenhagen); recommends adopting the Resolution.

_____ _____

_____ _____

_____ _____

Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

III

4.8

Res. No. 160 - 20 - 21. By Alderpersons Dekker and Sorenson.
February 1, 2021.

A RESOLUTION authorizing executing an easement for a mini-storm sewer.

RESOLVED: That the Mayor and City Clerk are hereby authorized and directed to execute the attached Easement for the mini-storm sewer constructed by the City at the following location:

Erwin J. Wuestenhagen III and Doris Wuestenhagen, 3332 N. 9th Street, Sheboygan, WI

Dean Dekker

PW adopt.

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

EASEMENT

THIS INDENTURE, made this 24 day of August, 2020, by Erwin J. Wuestenhagen III and Doris Wuestenhagen, as joint tenants in survivorship marital property, residing at 3332 N. 9th Street, Sheboygan, Wisconsin 53083, **"GRANTOR,"** and the City of Sheboygan, a Municipal Corporation of the State of Wisconsin, **"GRANTEE";**

Return To:
City Attorney
828 Center Avenue
Sheboygan WI 53081-4442

59281-716300
Tax Parcel No.

WITNESSETH:

KNOW ALL MEN BY THESE PRESENTS, that the said **GRANTOR,** in consideration of the sum of one ($1.00) dollar and other valuable consideration in hand paid by said **GRANTEE,** receipt whereof is hereby confessed and acknowledged, and the covenants hereinafter contained, hereby grants a permanent easement to **GRANTEE** for municipal purposes, to construct and maintain a mini-storm sewer in, under, and along the east 8 feet of the west 38 feet of the following described property:

NORTH SHORE SUBD NO 1 LOT 4 BLK 9 & E 1/2 OF THAT PRT OF VAC PUBLIC PLAYGROUND LYING W OF & ADJ SD LOT S.11 T.15 R.23, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, STATE OF WISCONSIN

The **GRANTOR** further grants unto the **GRANTEE,** its successors and assigns, the right, privilege and easement to enter on said premises for the purposes of laying, patrolling, maintaining, cleaning, repairing and renewing said mini-storm sewer.

GRANTEE shall not specially assess **GRANTOR** for the mini-storm sewer construction. However, **GRANTOR** acknowledges and agrees that no site restoration is to be provided by **GRANTEE** in connection with construction of the mini-storm sewer.

The covenants herein contained shall be binding upon the parties hereto and their successors and assigns.

IN WITNESS WHEREOF, the **GRANTOR,** has caused the execution of this document on this 24 day of August, 2020.

Erwin J. Wuestenhagen III
(Sign in the presence of a Notary Public)

Doris Wuestenhagen
(Sign in the presence of a Notary Public)

STATE OF WISCONSIN)
) §
SHEBOYGAN COUNTY)

Personally came before me, this 24 day of August, 2020, Erwin J. Wuestenhagen III and Doris Wuestenhagen, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

MELISSA FRENCH
Notary Public
State of Wisconsin

Notary Public-Sheboygan County
My commission expires 9.27.2022

ACCEPTED BY: CITY OF SHEBOYGAN

BY: _____
Michael Vandersteen
Mayor

ATTEST: _____
Meredith DeBruin
City Clerk

STATE OF WISCONSIN)
) §
SHEBOYGAN COUNTY)

Personally came before me, this _____ day of _____, 2020, Michael Vandersteen, Mayor, and Meredith DeBruin, City Clerk, of the above-named municipal corporation, to me known to be such Mayor and City Clerk of said corporation, and acknowledged that they executed the foregoing instrument as such officers of said corporation, by its authority.

_____
Notary Public-Sheboygan County
My commission expires _____

Acceptance is authorized by and in accordance with Res. No. _____.

This instrument drafted by:

Charles C. Adams
Wisconsin State Bar No. 01021454

VIII

R. C. No. _____ - 20 - 21. By PUBLIC WORKS COMMITTEE. February 15, 2021.

Your Committee to whom was referred Res. No. 161-20-21 by Alderpersons Dekker and Sorenson authorizing the appropriate City officials to enter into a contract for the construction of the Kiwanis Park Trail Extension; recommends adopting the Resolution.

_____ _____

_____ _____

_____ _____

Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

III

4.9

Res. No. 161 - 20 - 21. By Alderpersons Dekker and Sorenson.
February 1, 2021.

A RESOLUTION authorizing the appropriate City officials to enter into a contract for the construction of the Kiwanis Park Trail Extension.

WHEREAS, the City of Sheboygan has advertised for bids to construct the Kiwanis Park Trail Extension; and

WHEREAS, six bids were received in response to that advertisement; and

WHEREAS, the low bid was from Vinton Construction Company for $119,772.34; and

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

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are hereby authorized to enter into the attached agreement with Vinton Construction Company for the construction of the Kiwanis Park Trail Extension.

BE IT FURTHER RESOLVED: That the appropriate City officials are authorized to draw funds, not to exceed $119,772.34, from Account No. 21961100-63100 (CDBG - Improvements Other Than Buildings) to pay for the construction done pursuant to the agreement.

Dean Dekker

PW adopt.

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20 . _____, City Clerk

Approved _____ 20 . _____, Mayor

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

THIS AGREEMENT is by and between City of Sheboygan ("Owner") and Vinton Construction Company ("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: Kiwanis Park Trail Extension – N. 17th Street to North End of Park

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows:

- Clearing and Grubbing
- Grading, Excavation Common and placement of Crushed Aggregate
- Concrete Sidewalk, Curb and Gutter and Detectable Warning Fields
- Erosion Control (Silt Fence, Riprap and Tracking Pads)
- Restoration (Topsoil, Seed, Fertilizer and Mulch)
- Installation of Cedar Fence and Placement of Permanent Signs

2.02 City of Sheboygan Resolution: _____

2.03 City of Sheboygan Account Number: _____

ARTICLE 3 – ENGINEER

3.01 The part of the Project that pertains to the Work has been designed by the City of Sheboygan Engineering Division is designated as Designer.

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.

If ENGINEER is undesignated, OWNER shall assume the duties and responsibilities of ENGINEER through OWNER's Director of Public Works (DPW), or the DPW's designee.

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 complete no later than July 15, 2021, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the 14th day following substantial completion.

B. Parts of the Work shall be substantially completed on or before the following Milestone(s): Milestone 1 as identified in 01 11 00 – SUMMARY OF WORK: 6:00 AM on June 15, 2021.

4.03 *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 times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

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

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

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

4. Milestones: Contractor shall pay Owner the amount identified in paragraph 19.01 of the Supplementary Conditions for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of Milestone 1, until Milestone 1 is achieved.

4.04 *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.

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 Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

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 or about the 1st day of each 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.

ARTICLE 7 – INTEREST

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

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

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

A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.

B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

E. 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 Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.

F. 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.

G. 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.

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

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

J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

A. The Contract Documents consist of the following:

1. This Agreement (pages 00 52 00-1 to -7, inclusive).
2. Performance bond (pages 00 61 13-1 to 00 61 13 - ___, inclusive).
3. Payment bond (pages 00 61 14-1 to 00 61 14- ___, inclusive).
4. General Conditions (EJCDC C-700, 2013 Edition) Supplementary Conditions, Specifications, and Drawings, not attached but incorporated by reference, as listed in the attached table of contents of the Project Manual and the Drawings.
5. Addenda (not attached but incorporated by reference) (numbers 1 to 2], inclusive).
6. Exhibits to this Agreement (enumerated as follows):
    a. Contractor's Bid (pages 1, inclusive).
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 documents listed in Paragraph 9.01.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 9.

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

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *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 10.05:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing 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.

10.06 *Other Provisions*

A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all

modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

(Continued on next page)

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:

City of Sheboygan

By: _____
(signature)

Name,
Title: Todd Wolf, City Administrator

Date: _____

CONTRACTOR:

_____

By: _____
(signature)

Name,
Title: _____
(printed)

Date: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Address for giving notices:

City of Sheboygan - Engineering

2026 New Jersey Avenue

Sheboygan, WI 53081

Address for giving notices:

_____

_____

_____

License No.: _____
(where applicable)

Signed by:

By: _____
(signature)

Name,
Title: Michael Vandersteen, Mayor

Date: _____

Approved as to form and Execution:

By: _____
(signature)

Name,
Title: Charles C. Adams, City Attorney

Date: _____

Countersigned by:

By: _____
(signature)

Name,
Title: Meredith DeBruin, City Clerk

Date: _____

Kiwanis Park Trail Extension
N. 17th Street to North End of Park

SECTION	TITLE	PAGES
00 00 00	**PROCUREMENT AND CONTRACTING REQUIREMENTS**	
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00 01 10	Table of Contents	00 01 10-1
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00 21 13	Instructions to Bidders	00 21 13-1 to 00 21 13-10
00 41 43	Bid Form	00 41 43-1 to 00 41 43-5
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00 42 13	Bid Bond	00 42 13-1 to 00 42 13-2
00 43 43	Wage Rates	00 43 43-1 to 00 43 43-38
00 45 13	Bidder's Proof of Responsibility	00 45 13-1 to 00 45-13-5
00 45 19	Non-Collusion Affidavit of Bidder	00 45 19-1
00 45 20	Non-Collusion Affidavit of Subcontractor	00 45 20-1
00 45 50	List of Subcontractors	00 45 50-1
00 52 00	Agreement	00 52 00-1 to 00 52 00-7
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00 61 13	Performance Bond	00 61 13-1 to 00 61 13-3
00 61 14	Payment Bond	00 61 14-1 to 00 61 14-3
00 62 11	Submittal Cover	00 62 11-1
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00 63 13	Request for Information	00 63 13-1
00 63 49	Work Change Directive	00 63 49-1
00 63 63	Change Order Form	00 63 63-1 to 00 63 63-2
00 65 16	Certificate of Substantial Completion	00 65 16-1
00 65 18	Certificate of Compliance	00 65 13-1
00 65 19	Consent of Surety to Final Payment	00 65 19-1
00 72 00	General Conditions	00 72 00 -1 to 00 72 00-72
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01 00 00	**GENERAL REQUIREMENTS**	
01 11 00	Summary of Work	01 11 00-1 to 01 11 00-2
01 14 00	Work Restrictions	01 14 00-1 to 01 14 00-6
01 55 26	Traffic Control	01 55 26-1 to 01 55 26-2
01 57 19	Temporary Environmental Controls	01 57 19-1 to 01 57 19-2
31 00 00	**EARTHWORK**	
31 25 00	Erosion Control	31 25 00-1 to 31 25 00-3
99 00 00	**SPECIAL PROVISIONS**	
99 00 01	Project Special Provisions	5 Pages

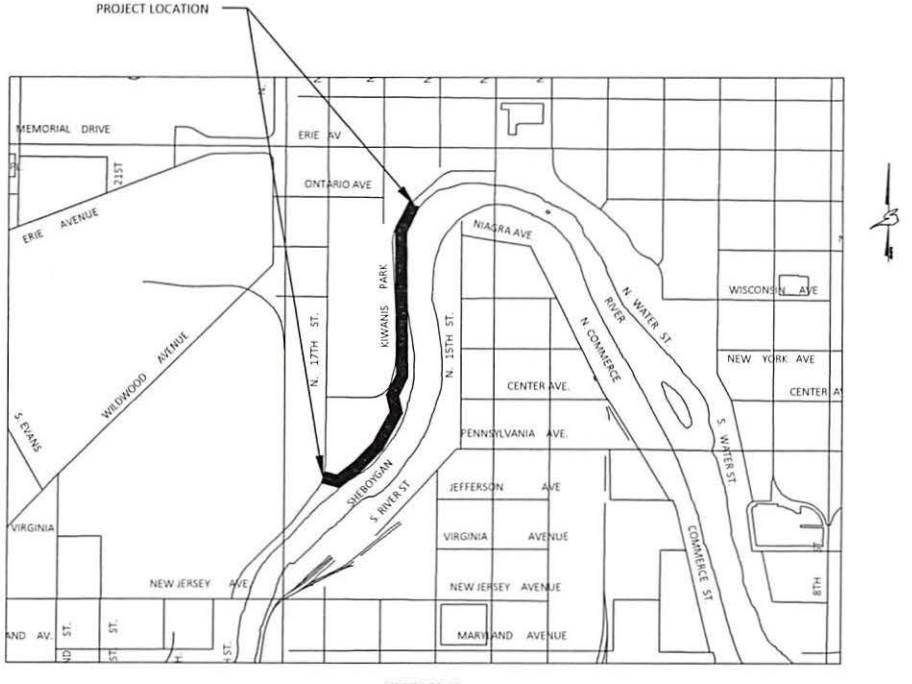
PLOTTED BY - Moyer, Tim

BID NUMBER: 2446-20R

CITY OF SHEBOYGAN
DEPARTMENT OF PUBLIC WORKS

KIWANIS PARK TRAIL EXTENSION
N 17TH STREET TO N. END OF PARK

JANUARY 2020



NOT TO SCALE

PROJECT PLSS LOCATION:
NORTHWEST 1/4 OF SOUTHEAST 1/4 OF SECTION 22,
TOWNSHIP 15 NORTH, RANGE 23 EAST,
CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN

DRAWING INDEX	
PAGES	**DRAWING DESCRIPTION**
1	TITLE SHEET
2	GENERAL NOTES
3	TYPICAL SECTIONS
4-6	EROSION CONTROL DETAILS
7-11	PLAN AND PROFILE
12	EARTHWORK SUMMARY
13-27	CROSS SECTIONS
28-41	CONSTRUCTION DETAILS

Revision Number	Revision Description	Drawn By	Date

KIWANIS PARK TRAIL EXTENSION
N. 17TH STREET TO N. END OF PARK

TITLE SHEET

CITY OF SHEBOYGAN
PUBLIC WORKS

City of Sheboygan
Department of Public Works
Engineering Division
2026 New Jersey Avenue
Sheboygan, WI 53081

Ryan Sazama, PE - City Engineer

Designed By	TJM
Drawn By	TJM
Plot Date	12/18/2020
Bid No.	2446-20R
DPW No.	------
Project Date	JANUARY 2020
Sheet No.	1
Drawing No.	000CV

2446-20R Kiwanis Park Trail Extension (#7460407)
Owner: Sheboygan WI, City of
Solicitor: Sheboygan WI, City of
01/19/2021 10:00 AM CST

						Vinton Construction Company	
Section Title	Line Item	Item Code	Item Description	UofM	Quantity	Unit Price2	Extension3
	1	201.0105	Clearing	STA	3	$300.00	$900.00
	2	201.012	Clearing	ID	52	$30.00	$1,560.00
	3	201.0205	Grubbing	STA	3	$300.00	$900.00
	4	201.022	Grubbing	ID	52	$11.00	$572.00
	5	204.015	Removing Curb and Gutter	LF	16	$10.00	$160.00
	6	204.0155	Removing Concrete Sidewalk	SY	104	$9.00	$936.00
	7	205.01	Excavation Common (Waste 579 CY)	CY	695	$31.94	$22,198.30
	8	305.012	Base Aggregate Dense 1 1/4-Inch	TON	1025	$17.05	$17,476.25
	9	416.061	Drilled Tie Bars	Each	9	$10.00	$90.00
	10	602.0415	Concrete Sidewalk 6-Inch	SF	2175	$6.70	$14,572.50
	11	602.0515	Curb Ramp Detectable Warning Field Natural Patina	SF	20	$30.00	$600.00
	12	619.1	Mobilization	Each	1	$12,250.00	$12,250.00
	13	628.1504	Silt Fence	LF	2230	$1.85	$4,125.50
	14	628.701	Inlet Protection Type B	Each	1	$70.00	$70.00
	15	628.7015	Inlet Protection Type C	Each	1	$70.00	$70.00
	16	628.756	Tracking pads	Each	4	$0.01	$0.04
	17	690.015	Sawing Asphalt	LF	400	$2.50	$1,000.00
	18	690.025	Sawing Concrete	LF	54	$3.00	$162.00
	19	B-1	Restoration (Topsoil, Seed, Fertilizer and Mulch)	Each	1	$16,160.00	$16,160.00
	20	B-2	Traffic Control Project	Each	1	$1,200.00	$1,200.00
	21	B-3	Construction Staking	LS	1	$4,500.00	$4,500.00
	22	B-4	Concrete Curb and Gutter 26-Inch	LF	16	$45.00	$720.00
	23	B-5	Benches (includes concrete and aggregate)	Each	6	$2,600.00	$15,600.00
	24	B-6	Remove and Salvage Ceder Fence	LF	95	$8.00	$760.00
	25	B-7	Cedar Fence	LF	75	$42.53	$3,189.75
Total							**$119,772.34**

VIII

R. C. No. _____ - 20 - 21. By PUBLIC WORKS COMMITTEE. February 15, 2021.

Your Committee to whom was referred Res. No. 162-20-21 by Alderpersons Dekker and Sorenson authorizing the appropriate City officials to enter into an Agreement with Sheboygan Athletic Club, Inc. regarding the operation and management of Wildwood Baseball Park; recommends adopting the Resolution.

_____ _____

_____ _____

_____ _____

Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

III

Other Matters

7.1

Res. No. 162 - 20 - 21. By Alderpersons Dekker and Sorenson.
February 1, 2021.

A RESOLUTION authorizing the appropriate City officials to enter into an Agreement with Sheboygan Athletic Club, Inc. regarding the operation and management of Wildwood Baseball Park.

RESOLVED: That the Mayor and City Clerk are hereby authorized and directed to enter into the attached agreement with Sheboygan Athletic Club, Inc. regarding the operation and management of the Wildwood Baseball Park.

Public Works adopt.

Dean Dekker

Dan Sorenson

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

AGREEMENT BETWEEN
SHEBOYGAN ATHLETIC CLUB, INC.
AND CITY OF SHEBOYGAN
FOR USE OF WILDWOOD BASEBALL PARK

This Agreement is made the _____ day of _____, 2021 (the "Effective Date"), by and between the Sheboygan Athletic Club, Inc., a non-profit corporation duly organized and existing under the laws of the State of Wisconsin, and having its principal offices in Sheboygan, Wisconsin ("SAC"), and the City of Sheboygan, Wisconsin, a municipal corporation existing under the laws of the State of Wisconsin (the "City").

WHEREAS, the City and SAC have, since the early 1980's, entered into agreements providing for the use of the City's Wildwood Baseball Park; and

WHEREAS, SAC has, over the years, expended substantial time, effort, and monies into upgrading the baseball facilities at the Park; and

WHEREAS, in addition to raising and contributing more than $30,000 to the city for the initial construction of the park in 1981, and arranging for an $11,000 contribution for the original 36-foot scoreboard, the SAC has invested nearly $1.5 million into park upgrades including: a pavilion for the picnic area; the grandstand; the press box building that includes toilets, elevator lift, box office, and private game viewing area; an addition to the concessions stand; protective netting and a viewing area in front of the grandstand; a new scoreboard; new dugouts; in conjunction with the city, new lights, and several extensive "rebuilds" of both the infield turf and dirt areas; and numerous cosmetic investments; and

WHEREAS, the previous agreement for SAC's use of the City's Wildwood Baseball Park expired on December 31, 2020; and

WHEREAS, the Parties desire to continue their long-term relationship with respect to Wildwood Baseball Park on the terms set forth in this Agreement.

NOW, THEREFORE, the parties agree as follows:

A. General.

1. The SAC agrees to continue to contribute its time, effort, and monies toward the improvement of City baseball facilities, and to continue to contribute time, effort, and monies in assisting and sustaining youth and adult baseball programs in Sheboygan in a reasonably similar manner as it has in the past; and which contributions shall be reasonably consistent

with its ability to do so, and be reasonably consistent with the need for said contributions as pertain to baseball activities.

2. The SAC agrees not to discriminate against:

    a. Any City resident or residents, organized team or teams within the City in the activities of their organization insofar as any SAC activities are concerned; and/or
    b. Any organized baseball club or clubs within the City in such a manner so as to place upon said club or clubs conditions or costs that are inconsistent with Common Council approved rules and regulations as would be in effect during the period of baseball activity at the Wildwood Baseball Park; and/or
    c. Any individual who attends as either a participant or spectator at any SAC-sponsored baseball activities at the Wildwood Baseball Park.

3. The SAC agrees that, for as long as the SAC has memberships, membership in the SAC will remain open to all adult residents of the City of Sheboygan. If SAC chooses to end its practice of having memberships, involvement in the SAC will remain open to all adult residents of the City of Sheboygan.

B. Use of Wildwood Baseball Park.

1. Subject to the provisions contained in this Agreement, the City agrees to provide the SAC use of the City's Wildwood Baseball Park at no charge for the purpose of baseball activities, which shall include appropriate tryouts, practice sessions, exhibitions, league games, and SAC-sponsored tournaments and special events. The SAC must obtain permission from the Public Works Committee before it can sponsor any event at Wildwood Baseball Park (the "Park") unrelated to baseball.

2. The SAC shall abide by all rules and regulations as shall be established by the City for the operation, maintenance, and use of the Park.

3. SAC shall comply, and ensure its volunteers, employees, and those using the Park comply, with all applicable public health guidance. This includes, but is not limited to, guidance issued by the Sheboygan County Health Officer, the State of Wisconsin, and the federal government (including, but not limited to, the Centers for Disease Control).

4. The SAC shall provide at its expense a mature, responsible attendant or attendants at the Park during such times as SAC-sponsored activities are

conducted.[1] Said attendant(s) may request individuals whose conduct is disorderly and detrimental to the enjoyment of the Park by others to refrain from such conduct or vacate the Park premises.

a. The SAC shall have and be entitled to scheduling priority for use of the Park for SAC-sponsored games and events and, after consultation with and approval by the City's Superintendent of Parks and Forestry, or their representative, the right to refuse to allow use of the Park where such use would be damaging or injurious to the Park and/or its improvements.
b. The SAC shall work in close cooperation with the Sheboygan Area School District Recreation Department ("Rec. Dept."), and the Sheboygan American Legion Baseball Parents Association ("American Legion"), to accommodate the scheduling of spring and summer high school and American Legion baseball games. The SAC shall be permitted to work with other baseball organizations as well, provided scheduling of their activities does not conflict with the Rec. Dept. or American Legion activities.
c. SAC may impose a reasonable fee for the preparation of the field when the Park is being used by a baseball organization other than the Sheboygan A's. This fee shall be reasonably related to SAC's actual costs in preparing the field. Any disputes as to the reasonableness of the field preparation fee may be submitted to the City's Public Works Committee for resolution, whose determination shall be final and binding. The field preparation fee is the only fee for the use of the Park that shall be charged.
d. If an admission charge is imposed for a game or event at the Park, the SAC may allow other organizations and clubs to share in the gate receipts. At such times, the SAC and the other participating organization(s) shall agree on the appropriate division of concession proceeds. The Public Works committee may be called upon to participate in these discussions.
e. SAC may set reasonable rules applicable to the care and cleanliness of the Park when other baseball organizations are engaging in baseball activities at the Park. Reasonable penalties for violation of these rules may be established by SAC.
f. The City's Superintendent of Parks and Forestry, or the Superintendent's representative, shall have the authority to cancel any scheduled event when, in his judgment, such use would be detrimental or injurious to the Park and/or its improvements.

[1] For the avoidance of doubt, baseball activities hosted at the Park by the Rec. Dept., American Legion, or any other baseball organization constitute "SAC-sponsored activities."

g. Any disputes as to scheduling shall be submitted to the City's Public Works Committee for resolution, whose determination shall be final and binding.
h. No awards and/or contests which in any way encourage the consumption of alcohol beverages shall be permitted at the Park.
i. The public address system(s) shall be turned off no later than 10:15 p.m., and the field lights shall be turned off and the Park vacated within 1 hour after completion of the last game of the day.

C. Damage. In the event the Park is damaged to such an extent as to render the Park unsuitable for baseball activities, SAC shall give the City immediate written notice. The City may, in its sole discretion, repair or rebuild the Park. SAC shall have no obligation to conduct its baseball activities if the Park is damaged to such an extent as to render the Park unsuitable for baseball activities, until such time as the Park is rendered suitable for baseball activities.

D. Concessions.

1. The SAC has previously installed, at its expense – with the approval of the City – the facilities and other equipment necessary for ordinary food and drink concession purposes. If additional facilities or equipment are necessary, SAC may seek the approval of the City's Public Works Committee to install, at its expense, the necessary facilities or equipment.

2. The SAC shall have exclusive rights for all saleables at the Park, and may operate concessions for any game or event at the Park. The SAC may allow other organizations and clubs to share in the concession operation for their respective activities. At such times, the SAC and the other participating organization(s) shall agree on the appropriate division of concession proceeds. The Public Works Committee may be called upon to participate in these discussions.

3. No carry-in of alcohol beverages shall be permitted.

4. At no time will alcoholic beverages be permitted on the playing field.

5. SAC currently holds a Class "B" (Fermented Malt Beverage) License. SAC may sell any products permitted by its alcohol license only when authorized activities are taking place at the Park.

6. The SAC shall hold all pertinent licenses for concessions, shall have licensed bartenders on the premises at all times alcohol beverages are being served, and shall abide by all laws, ordinances, and regulations,

including but not limited to fire, building, electrical, plumbing, heating, safety, and health.

7. The City shall not be responsible for the safety of concession supplies or other supplies and equipment stored in any building at the Park.

E. Maintenance and Repair.

1. Except as otherwise provided in this Agreement, the SAC agrees to keep and maintain the premises, including all buildings and improvements, and appurtenances thereto, in good, safe, sanitary, and neat order, condition, and repair.

2. The SAC agrees to provide for the reasonable cleaning of the entire Park area at its expense during such times as SAC-sponsored activities necessitate.

3. The SAC shall advise the City when maintenance or repairs of facilities or grounds are necessary to ensure the safety of participants and spectators, or recommended for enhancement/beautification purposes.

4. Each year, the baseball season shall begin on approximately April 1 and shall conclude on approximately September 1 ("Baseball Season"). The City agrees to provide routine maintenance at the Park, including mowing all areas, each year until the Baseball Season starts and after the Baseball Season ends. During the Baseball Season, the City will mow the turf areas outside the playing field and warm up areas. During the Baseball Season and before the Sheboygan A's baseball season starts (on or about May 15 of each year), the City shall continue to provide routine maintenance at the Park. After the Sheboygan A's baseball season starts, SAC shall be responsible for all playing field maintenance, including mowing. SAC shall prepare the playing field for play.[2] If the playing field is prepared for non-SAC baseball activity, for the avoidance of doubt, nothing in this Agreement prevents SAC from charging the baseball organization hosting the baseball activity a reasonable amount for preparing the playing field.

5. The City will winterize the Concession Stand and Toilet Facility after the baseball season ends in the fall, and will un-winterize the Concession Stand and Toilet Facility before the baseball season starts in the spring.

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[2] If SAC is unable to prepare the playing field for play, SAC may request the City prepare the playing field, in which event the City shall bill SAC for the City's costs. If the playing field is prepared for a non-SAC baseball activity, nothing in this Agreement prevents SAC from being reimbursed by the other baseball organization for this cost.

6. The City will supply restroom supplies of toilet paper and hand towels or hand dryers. SAC shall maintain and clean the toilet facilities and buildings at least once each day the Park is used during the baseball season. For the avoidance of doubt, nothing in this Agreement shall prevent SAC from requiring a baseball organization hosting baseball activities at the Park to share in the cost or responsibility of cleaning the toilet facilities and buildings. Any such agreement is between SAC and the other baseball organizations.

7. The City agrees to provide a dumpster for garbage and garbage collection services on a normal collection schedule during the baseball season.

8. The City will provide a Smithco ball diamond groomer or groomer that is equivalent during the baseball season.

9. There is currently a garage at the Park. This garage may be used by SAC to store its equipment related to its operations at the Park and any equipment given to SAC by the City for SAC's use at the Park.

F. Utilities.

1. Except as otherwise provided herein, the City agrees to provide for all reasonable utility expenses for public utilities servicing the Park.

2. The SAC shall provide, at its expense, telephone service at the Park for emergency use as well as any other necessary use.

G. Improvements.

1. The SAC shall obtain the City's prior approval before the commencement of any construction, alteration, addition, improvement or repair of Park facilities (with exception of maintain the playing surface) estimated to cost in excess of $2,500.

2. The SAC shall keep all and every part of the premises and all buildings and other improvements at any time located on the premises free and clear of any and all mechanics', material suppliers' and other liens for or arising out of or in connection with work or labor done, services performed, or materials or appliances used or furnished for or in connection with any operations of SAC, any alteration, improvement or repairs or additions that SAC may make or permit or cause to be made, or any work or construction, by, for or permitted by SAC on or about the premises, or any obligations of any kind incurred by SAC, and at all times

promptly and fully to pay and discharge any and all claims on which such lien may or could be based, and to indemnify City and all of the premises and all buildings and improvements on the premises from and against any and all such liens and claims of liens and suits or other proceedings pertaining to the premises.

3. The SAC shall provide at its expense, and within a reasonable time after written notification by the City's Superintendent of Parks and Forestry, for the removal of such items, equipment or otherwise, as may have been brought upon the premises of the Park by and/or through the direct or indirect action of the SAC, and which said items, equipment or otherwise the City's Public Works Committee has deemed that their placement upon said premises is inconsistent with any existing or later enacted rules, regulations, conditions, and/or laws governing acquisition, maintenance, operation and/or use of the facility as was intended by the Common Council of the City of Sheboygan.

4. The SAC shall advise the City of any contribution of fixtures, equipment or machinery that the SAC may wish to make to the City, with the understanding that any accepted contributions to the City shall be contributed free and clear of all liens and encumbrances.

5. Property Insurance.

   a. That SAC shall advise the City of all SAC-funded buildings, structures or other permanent improvements to the Park premises. City agrees to use reasonable efforts to obtain and maintain insurance on said buildings, structures and improvements to the extent coverage is available to the City for such improvements through the State of Wisconsin Local Government Property Insurance Program (or similar property insurance program) at reasonable cost.

   b. In recognition of the fact that SAC has contributed its time, effort, and monies toward the improvement of the Park, during the term of the Agreement and any extensions thereof, the City agrees that any insurance proceeds it receives from said Local Government Property Insurance Program Fund (or similar property insurance program) resulting from damage/destruction of the SAC-funded buildings, structures and other permanent improvements to the Premises will be earmarked toward repair, replacement, or rehabilitation of the Park, provided that SAC continues to use the Park for its baseball program, and provided further that it makes financial sense to do so at the time.

H. Term. This Agreement shall be in force and effect commencing on the Effective Date and ending on December 31, 2030 (the "Initial Term"). After the Initial Term, the Agreement shall automatically renew for successive one year terms ("Renewal Term") unless written notice is provided by one party to the other informing the other party of the party's desire to terminate the Agreement ("Termination Notice"). Any Termination Notice must be provided by July 1 preceding the end of the Initial Term or a Renewal Term. The first Renewal Term shall begin January 1, 2031. The last Renewal Term under this Agreement shall end December 31, 2040.

I. Indemnification. To the extent permitted by law, the SAC shall indemnify and hold the City harmless from any liability by reason of personal injuries to any person or persons or damage to property of any person or persons, arising out of SAC's activities and/or actions at the Park.

J. Insurance. During the Term of Agreement, SAC shall maintain the following insurance in full force and effect, and shall provide proof of insurance to the City. Such proof of insurance shall list the City as an additional insured.

a. Commercial General Liability Insurance – SAC shall acquire and maintain, for the duration of the Agreement, Commercial General Liability Insurance with a policy limit of at least $1,000,000 per occurrence and $2,000,000 in the aggregate.

b. Workers Compensation Insurance – Throughout the Term of this Agreement, to the extent required by law SAC shall acquire and maintain Workers' Compensation Insurance.

All insurance must be primary and non-contributory to any insurance or self-insurance carried by the City. The insurance coverage required must be provided by an insurance carrier with a "Best" rating of A-VII. All carriers shall be admitted carriers in the State of Wisconsin.

Approval of the insurance by the City shall not relieve or decrease the extent to which SAC may be held responsible for payment of damages resulting from SAC's operations under this Agreement. If SAC fails or refuses to procure or maintain the insurance required by these provisions, or fails or refuses to furnish the City the required proof that the insurance has been procured and is in force and paid for, the City shall have the right at its election to terminate the Agreement.

K. Inspection of Records. The SAC shall present to the City within a reasonable time, but not to exceed 7 days from the receipt of written notice by the City, all of the SAC's books and records of their organization, insofar as baseball

activities are concerned, for the purpose of review or analysis; but to do so only under the written promise of the City to return said books and records intact within a period of 7 days to the SAC.

L. Default.

1. In the event of any breach of this Agreement by SAC, City, in addition to the other rights or remedies it may have, shall have the immediate right to remove SAC and any property of SAC from the Park premises. The property may be removed and stored in a public warehouse or elsewhere at the cost and for the account of SAC. Should City so elect to remove SAC or any property of SAC, or should it take possession pursuant to legal proceedings or pursuant to any notice provided for by law, City may terminate this Agreement. Should City at any time terminate this Agreement for any breach, in addition to any other remedy it may have, City may recover from SAC all damages incurred by reason of the breach, including the cost of recovering the Park premises, which amounts shall be immediately due and payable from SAC to City.

2. In the event of any breach of this Agreement by the City, SAC, in addition to the other rights or remedies it may have, shall have the right to seek specific performance of the City's obligations under this Agreement in Sheboygan County Circuit Court.

M. Notice of Default.

1. SAC shall not be deemed to be in default under this Agreement in the payment of any monies as required or in the furnishing of any bond or insurance policy when required in this Agreement unless City shall first give to SAC written notice of the default and SAC fails to cure the default within 30 days of the written notice.

2. Except as to the provisions or events referred to in the preceding sentence of this section, SAC shall not be deemed to be in default under this Agreement, unless City shall first give to SAC written notice of the default, and SAC fails to cure the default within 30 days of the written notice, or, if the default is of such a nature that it cannot be cured within 30 days of the written notice, SAC fails to commence to cure the default within 30 days of the written notice and fails thereafter to proceed to the curing of the default with all possible diligence.

3. The City shall not be deemed to be in default under this Agreement, unless SAC shall first give to the City written notice of the default, and the City fails to cure the default within 30 days of the written notice, or, if

the default is of such a nature that it cannot be cured within 30 days of written notice, the City fails to commence to cure the default within 30 days of the written notice and fails thereafter to proceed to the curing of the default with all possible diligence.

N. Waiver. The waiver by a party of a breach of any term, covenant, or condition contained in this Agreement shall not be deemed to be a waiver of a subsequent breach of the same, or of any other term, covenant, or condition contained in this Agreement. No failure of a party to take action with respect to any breach of any term, covenant, or condition contained in this Agreement shall be deemed to be a waiver of such term, covenant, or condition, or subsequent breach of the same, or of any other term, covenant, or condition contained in this Agreement.

O. No Relocation Costs. In the event this Agreement is amended, modified, terminated, or cancelled, or not renewed, the SAC agrees and fully understands that it shall not be entitled to any relocation costs, assistance or payments, any moving expenses, replacement facilities (in money or kind) or any other expenses, costs, or awards which are directly or indirectly related to such modification, termination, or nonrenewal of this Agreement.

P. Notices.

1. Notices to the SAC shall be addressed to:

   Sheboygan Athletic Club
   P.O. Box 32
   Sheboygan, WI 53082-0032

   or at such other address as it may hereafter designate by notice to the City in writing.

2. Notices to the City shall be addressed to:

   City Clerk
   City of Sheboygan
   828 Center Ave.
   Sheboygan, WI 53081

or at such other address as it may hereafter designate by notice to the SAC in writing.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed the day and year first written above.

CITY OF SHEBOYGAN, WISCONSIN	SHEBOYGAN ATHLETIC CLUB
BY: _____ Michael J. Vandersteen, Mayor	BY: _____
ATTEST: _____ Meredith DeBruin, City Clerk	
DATE: _____	DATE: _____

AGREEMENT BETWEEN
SHEBOYGAN ATHLETIC CLUB, INC.
AND CITY OF SHEBOYGAN
FOR USE OF WILDWOOD BASEBALL PARK

This Agreement is made the 1st day of February, 2021 (the "Effective Date"), by and between the Sheboygan Athletic Club, Inc., a non-profit corporation duly organized and existing under the laws of the State of Wisconsin, and having its principal offices in Sheboygan, Wisconsin ("SAC"), and the City of Sheboygan, Wisconsin, a municipal corporation existing under the laws of the State of Wisconsin (the "City").

WHEREAS, the City and SAC have, since the early 1980's, entered into agreements providing for the use of the City's Wildwood Baseball Park; and

WHEREAS, SAC has, over the years, expended substantial time, effort, and monies into upgrading the baseball facilities at the Park; and

WHEREAS, in addition to raising and contributing more than $30,000 to the city for the initial construction of the park in 1981, and arranging for an $11,000 contribution for the original 36-foot scoreboard, the SAC has invested nearly $1.5 million into park upgrades including: a pavilion for the picnic area; the grandstand; the press box building that includes toilets, elevator lift, box office, and private game viewing area; an addition to the concessions stand; protective netting and a viewing area in front of the grandstand; a new scoreboard; new dugouts; in conjunction with the city, new lights, and several extensive "rebuilds" of both the infield turf and dirt areas; and numerous cosmetic investments; and

WHEREAS, the previous agreement for SAC's use of the City's Wildwood Baseball Park expired on December 31, 2020; and

WHEREAS, the Parties desire to continue their long-term relationship with respect to Wildwood Baseball Park on the terms set forth in this Agreement.

NOW, THEREFORE, the parties agree as follows:

A. General.

1. The SAC agrees to continue to contribute its time, effort, and monies toward the improvement of City baseball facilities, and to continue to contribute time, effort, and monies in assisting and sustaining youth and adult baseball programs in Sheboygan in a reasonably similar manner as it has in the past; and which contributions shall be reasonably consistent

with its ability to do so, and be reasonably consistent with the need for said contributions as pertain to baseball activities.

2. The SAC agrees not to discriminate against:

    a. Any City resident or residents, organized team or teams within the City in the activities of their organization insofar as any SAC activities are concerned; and/or
    b. Any organized baseball club or clubs within the City in such a manner so as to place upon said club or clubs conditions or costs that are inconsistent with Common Council approved rules and regulations as would be in effect during the period of baseball activity at the Wildwood Baseball Park; and/or
    c. Any individual who attends as either a participant or spectator at any SAC-sponsored baseball activities at the Wildwood Baseball Park.

3. The SAC agrees that, for as long as the SAC has memberships, membership in the SAC will remain open to all adult residents of the City of Sheboygan. If SAC chooses to end its practice of having memberships, involvement in the SAC will remain open to all adult residents of the City of Sheboygan.

B. Use of Wildwood Baseball Park.

1. Subject to the provisions contained in this Agreement, the City agrees to provide the SAC use of the City's Wildwood Baseball Park at no charge for the purpose of baseball activities, which shall include appropriate tryouts, practice sessions, exhibitions, league games, and SAC-sponsored tournaments and special events. The SAC must obtain permission from the Public Works Committee before it can sponsor any event at Wildwood Baseball Park (the "Park") unrelated to baseball.

2. The SAC shall abide by all rules and regulations as shall be established by the City for the operation, maintenance, and use of the Park.

3. SAC shall comply, and ensure its volunteers, employees, and those using the Park comply, with all applicable public health guidance. This includes, but is not limited to, guidance issued by the Sheboygan County Health Officer, the State of Wisconsin, and the federal government (including, but not limited to, the Centers for Disease Control).

4. The SAC shall provide at its expense a mature, responsible attendant or attendants at the Park during such times as SAC-sponsored activities are

conducted.[1] Said attendant(s) may request individuals whose conduct is disorderly and detrimental to the enjoyment of the Park by others to refrain from such conduct or vacate the Park premises.

a. The SAC shall have and be entitled to scheduling priority for use of the Park for SAC-sponsored games and events and, after consultation with and approval by the City's Superintendent of Parks and Forestry, or their representative, the right to refuse to allow use of the Park where such use would be damaging or injurious to the Park and/or its improvements.
b. The SAC shall work in close cooperation with the Sheboygan Area School District Recreation Department ("Rec. Dept."), and the Sheboygan American Legion Baseball Parents Association ("American Legion"), to accommodate the scheduling of spring and summer high school and American Legion baseball games. The SAC shall be permitted to work with other baseball organizations as well, provided scheduling of their activities does not conflict with the Rec. Dept. or American Legion activities.
c. SAC may impose a reasonable fee for the preparation of the field when the Park is being used by a baseball organization other than the Sheboygan A's. This fee shall be reasonably related to SAC's actual costs in preparing the field. Any disputes as to the reasonableness of the field preparation fee may be submitted to the City's Public Works Committee for resolution, whose determination shall be final and binding. The field preparation fee is the only fee for the use of the Park that shall be charged.
d. If an admission charge is imposed for a game or event at the Park, the SAC may allow other organizations and clubs to share in the gate receipts. At such times, the SAC and the other participating organization(s) shall agree on the appropriate division of concession proceeds. The Public Works committee may be called upon to participate in these discussions.
e. SAC may set reasonable rules applicable to the care and cleanliness of the Park when other baseball organizations are engaging in baseball activities at the Park. Reasonable penalties for violation of these rules may be established by SAC.
f. The City's Superintendent of Parks and Forestry, or the Superintendent's representative, shall have the authority to cancel any scheduled event when, in his judgment, such use would be detrimental or injurious to the Park and/or its improvements.

[1] For the avoidance of doubt, baseball activities hosted at the Park by the Rec. Dept., American Legion, or any other baseball organization constitute "SAC-sponsored activities."

g. Any disputes as to scheduling shall be submitted to the City's Public Works Committee for resolution, whose determination shall be final and binding.
h. No awards and/or contests which in any way encourage the consumption of alcohol beverages shall be permitted at the Park.
i. The public address system(s) shall be turned off no later than 10:15 p.m., and the field lights shall be turned off and the Park vacated within 1 hour after completion of the last game of the day.

C. Damage. In the event the Park is damaged to such an extent as to render the Park unsuitable for baseball activities, SAC shall give the City immediate written notice. The City may, in its sole discretion, repair or rebuild the Park. SAC shall have no obligation to conduct its baseball activities if the Park is damaged to such an extent as to render the Park unsuitable for baseball activities, until such time as the Park is rendered suitable for baseball activities.

D. Concessions.

1. The SAC has previously installed, at its expense – with the approval of the City – the facilities and other equipment necessary for ordinary food and drink concession purposes. If additional facilities or equipment are necessary, SAC may seek the approval of the City's Public Works Committee to install, at its expense, the necessary facilities or equipment.

2. The SAC shall have exclusive rights for all saleables at the Park, and may operate concessions for any game or event at the Park. The SAC may allow other organizations and clubs to share in the concession operation for their respective activities. At such times, the SAC and the other participating organization(s) shall agree on the appropriate division of concession proceeds. The Public Works Committee may be called upon to participate in these discussions.

3. No carry-in of alcohol beverages shall be permitted.

4. At no time will alcoholic beverages be permitted on the playing field.

5. SAC currently holds a Class "B" (Fermented Malt Beverage) License. SAC may sell any products permitted by its alcohol license only when authorized activities are taking place at the Park.

6. The SAC shall hold all pertinent licenses for concessions, shall have licensed bartenders on the premises at all times alcohol beverages are being served, and shall abide by all laws, ordinances, and regulations,

including but not limited to fire, building, electrical, plumbing, heating, safety, and health.

7. The City shall not be responsible for the safety of concession supplies or other supplies and equipment stored in any building at the Park.

E. Maintenance and Repair.

1. Except as otherwise provided in this Agreement, the SAC agrees to keep and maintain the premises, including all buildings and improvements, and appurtenances thereto, in good, safe, sanitary, and neat order, condition, and repair.

2. The SAC agrees to provide for the reasonable cleaning of the entire Park area at its expense during such times as SAC-sponsored activities necessitate.

3. The SAC shall advise the City when maintenance or repairs of facilities or grounds are necessary to ensure the safety of participants and spectators, or recommended for enhancement/beautification purposes.

4. Each year, the baseball season shall begin on approximately April 1 and shall conclude on approximately September 1 ("Baseball Season"). The City agrees to provide routine maintenance at the Park, including mowing all areas, each year until the Baseball Season starts and after the Baseball Season ends. During the Baseball Season, the City will mow the turf areas outside the playing field and warm up areas. During the Baseball Season and before the Sheboygan A's baseball season starts (on or about May 15 of each year), the City shall continue to provide routine maintenance at the Park. After the Sheboygan A's baseball season starts, SAC shall be responsible for all playing field maintenance, including mowing. SAC shall prepare the playing field for play.[2] If the playing field is prepared for non-SAC baseball activity, for the avoidance of doubt, nothing in this Agreement prevents SAC from charging the baseball organization hosting the baseball activity a reasonable amount for preparing the playing field.

5. The City will winterize the Concession Stand and Toilet Facility after the baseball season ends in the fall, and will un-winterize the Concession Stand and Toilet Facility before the baseball season starts in the spring.

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[2] If SAC is unable to prepare the playing field for play, SAC may request the City prepare the playing field, in which event the City shall bill SAC for the City's costs. If the playing field is prepared for a non-SAC baseball activity, nothing in this Agreement prevents SAC from being reimbursed by the other baseball organization for this cost.

6. The City will supply restroom supplies of toilet paper and hand towels or hand dryers. SAC shall maintain and clean the toilet facilities and buildings at least once each day the Park is used during the baseball season. For the avoidance of doubt, nothing in this Agreement shall prevent SAC from requiring a baseball organization hosting baseball activities at the Park to share in the cost or responsibility of cleaning the toilet facilities and buildings. Any such agreement is between SAC and the other baseball organizations.

7. The City agrees to provide a dumpster for garbage and garbage collection services on a normal collection schedule during the baseball season.

8. The City will provide a Smithco ball diamond groomer or groomer that is equivalent during the baseball season.

9. There is currently a garage at the Park. This garage may be used by SAC to store its equipment related to its operations at the Park and any equipment given to SAC by the City for SAC's use at the Park.

F. Utilities.

1. Except as otherwise provided herein, the City agrees to provide for all reasonable utility expenses for public utilities servicing the Park.

2. The SAC shall provide, at its expense, telephone service at the Park for emergency use as well as any other necessary use.

G. Improvements.

1. The SAC shall obtain the City's prior approval before the commencement of any construction, alteration, addition, improvement or repair of Park facilities (with exception of maintain the playing surface) estimated to cost in excess of $2,500.

2. The SAC shall keep all and every part of the premises and all buildings and other improvements at any time located on the premises free and clear of any and all mechanics', material suppliers' and other liens for or arising out of or in connection with work or labor done, services performed, or materials or appliances used or furnished for or in connection with any operations of SAC, any alteration, improvement or repairs or additions that SAC may make or permit or cause to be made, or any work or construction, by, for or permitted by SAC on or about the premises, or any obligations of any kind incurred by SAC, and at all times

promptly and fully to pay and discharge any and all claims on which such lien may or could be based, and to indemnify City and all of the premises and all buildings and improvements on the premises from and against any and all such liens and claims of liens and suits or other proceedings pertaining to the premises.

3. The SAC shall provide at its expense, and within a reasonable time after written notification by the City's Superintendent of Parks and Forestry, for the removal of such items, equipment or otherwise, as may have been brought upon the premises of the Park by and/or through the direct or indirect action of the SAC, and which said items, equipment or otherwise the City's Public Works Committee has deemed that their placement upon said premises is inconsistent with any existing or later enacted rules, regulations, conditions, and/or laws governing acquisition, maintenance, operation and/or use of the facility as was intended by the Common Council of the City of Sheboygan.

4. The SAC shall advise the City of any contribution of fixtures, equipment or machinery that the SAC may wish to make to the City, with the understanding that any accepted contributions to the City shall be contributed free and clear of all liens and encumbrances.

5. Property Insurance.

   a. That SAC shall advise the City of all SAC-funded buildings, structures or other permanent improvements to the Park premises. City agrees to use reasonable efforts to obtain and maintain insurance on said buildings, structures and improvements to the extent coverage is available to the City for such improvements through the State of Wisconsin Local Government Property Insurance Program (or similar property insurance program) at reasonable cost.

   b. In recognition of the fact that SAC has contributed its time, effort, and monies toward the improvement of the Park, during the term of the Agreement and any extensions thereof, the City agrees that any insurance proceeds it receives from said Local Government Property Insurance Program Fund (or similar property insurance program) resulting from damage/destruction of the SAC-funded buildings, structures and other permanent improvements to the Premises will be earmarked toward repair, replacement, or rehabilitation of the Park, provided that SAC continues to use the Park for its baseball program, and provided further that it makes financial sense to do so at the time.

H. Term. This Agreement shall be in force and effect commencing on the Effective Date and ending on December 31, 2030 (the "Initial Term"). After the Initial Term, the Agreement shall automatically renew for successive one year terms ("Renewal Term") unless written notice is provided by one party to the other informing the other party of the party's desire to terminate the Agreement ("Termination Notice"). Any Termination Notice must be provided by July 1 preceding the end of the Initial Term or a Renewal Term. The first Renewal Term shall begin January 1, 2031. The last Renewal Term under this Agreement shall end December 31, 2040.

I. Indemnification. To the extent permitted by law, the SAC shall indemnify and hold the City harmless from any liability by reason of personal injuries to any person or persons or damage to property of any person or persons, arising out of SAC's activities and/or actions at the Park.

J. Insurance. During the Term of Agreement, SAC shall maintain the following insurance in full force and effect, and shall provide proof of insurance to the City. Such proof of insurance shall list the City as an additional insured.

a. Commercial General Liability Insurance – SAC shall acquire and maintain, for the duration of the Agreement, Commercial General Liability Insurance with a policy limit of at least $1,000,000 per occurrence and $2,000,000 in the aggregate.

b. Workers Compensation Insurance – Throughout the Term of this Agreement, to the extent required by law SAC shall acquire and maintain Workers' Compensation Insurance.

All insurance must be primary and non-contributory to any insurance or self-insurance carried by the City. The insurance coverage required must be provided by an insurance carrier with a "Best" rating of A-VII. All carriers shall be admitted carriers in the State of Wisconsin.

Approval of the insurance by the City shall not relieve or decrease the extent to which SAC may be held responsible for payment of damages resulting from SAC's operations under this Agreement. If SAC fails or refuses to procure or maintain the insurance required by these provisions, or fails or refuses to furnish the City the required proof that the insurance has been procured and is in force and paid for, the City shall have the right at its election to terminate the Agreement.

K. Inspection of Records. The SAC shall present to the City within a reasonable time, but not to exceed 7 days from the receipt of written notice by the City, all of the SAC's books and records of their organization, insofar as baseball

activities are concerned, for the purpose of review or analysis; but to do so only under the written promise of the City to return said books and records intact within a period of 7 days to the SAC.

L. Default.

1. In the event of any breach of this Agreement by SAC, City, in addition to the other rights or remedies it may have, shall have the immediate right to remove SAC and any property of SAC from the Park premises. The property may be removed and stored in a public warehouse or elsewhere at the cost and for the account of SAC. Should City so elect to remove SAC or any property of SAC, or should it take possession pursuant to legal proceedings or pursuant to any notice provided for by law, City may terminate this Agreement. Should City at any time terminate this Agreement for any breach, in addition to any other remedy it may have, City may recover from SAC all damages incurred by reason of the breach, including the cost of recovering the Park premises, which amounts shall be immediately due and payable from SAC to City.

2. In the event of any breach of this Agreement by the City, SAC, in addition to the other rights or remedies it may have, shall have the right to seek specific performance of the City's obligations under this Agreement in Sheboygan County Circuit Court.

M. Notice of Default.

1. SAC shall not be deemed to be in default under this Agreement in the payment of any monies as required or in the furnishing of any bond or insurance policy when required in this Agreement unless City shall first give to SAC written notice of the default and SAC fails to cure the default within 30 days of the written notice.

2. Except as to the provisions or events referred to in the preceding sentence of this section, SAC shall not be deemed to be in default under this Agreement, unless City shall first give to SAC written notice of the default, and SAC fails to cure the default within 30 days of the written notice, or, if the default is of such a nature that it cannot be cured within 30 days of the written notice, SAC fails to commence to cure the default within 30 days of the written notice and fails thereafter to proceed to the curing of the default with all possible diligence.

3. The City shall not be deemed to be in default under this Agreement, unless SAC shall first give to the City written notice of the default, and the City fails to cure the default within 30 days of the written notice, or, if

the default is of such a nature that it cannot be cured within 30 days of written notice, the City fails to commence to cure the default within 30 days of the written notice and fails thereafter to proceed to the curing of the default with all possible diligence.

N. Waiver. The waiver by a party of a breach of any term, covenant, or condition contained in this Agreement shall not be deemed to be a waiver of a subsequent breach of the same, or of any other term, covenant, or condition contained in this Agreement. No failure of a party to take action with respect to any breach of any term, covenant, or condition contained in this Agreement shall be deemed to be a waiver of such term, covenant, or condition, or subsequent breach of the same, or of any other term, covenant, or condition contained in this Agreement.

O. No Relocation Costs. In the event this Agreement is amended, modified, terminated, or cancelled, or not renewed, the SAC agrees and fully understands that it shall not be entitled to any relocation costs, assistance or payments, any moving expenses, replacement facilities (in money or kind) or any other expenses, costs, or awards which are directly or indirectly related to such modification, termination, or nonrenewal of this Agreement.

P. Notices.

1. Notices to the SAC shall be addressed to:

   Sheboygan Athletic Club
   P.O. Box 32
   Sheboygan, WI 53082-0032

   or at such other address as it may hereafter designate by notice to the City in writing.

2. Notices to the City shall be addressed to:

   City Clerk
   City of Sheboygan
   828 Center Ave.
   Sheboygan, WI 53081

or at such other address as it may hereafter designate by notice to the SAC in writing.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed the day and year first written above.

CITY OF SHEBOYGAN, WISCONSIN

BY: _____
Michael J. Vandersteen, Mayor

ATTEST: _____
Meredith DeBruin, City Clerk

DATE: 3.3.2021

SHEBOYGAN ATHLETIC CLUB

BY: _____

DATE: February 24, 2021

II

R. O. No. _____ - 20 - 21. By CITY CLERK. February 15, 2021.

Submitting license application.

City Clerk

CHANGE OF PREMISE

No.	Name	Address
2726	John Michael Kohler Arts Center	608 New York Avenue - One day event to be held 02/27/2021 to include front circle driveway of the Arts Center in addition to the current premise.

CHANGE OF PREMISES
REQUEST FORM

$10 FEE

LICENSE NUMBER 2726

NAME OF BUSINESS: John Michael Kohler Arts Center

ADDRESS OF BUSINESS: 608 New York Ave Sheboygan WI 53081

OWNER/AGENT NAME: Sam Gappmayer

DETAILED DESCRIPTION OF CHANGE OF PREMISES:
(Examples: to include northwest corner of parking lot **or** southeast side of building **or** area next to garage **or** whatever applies to your situation)

to include front circle driveway of the arts centerin addition to the current premise. 2/27/2021

SIGNATURE OF OWNER/AGENT:

Receipt No. 210174

After change of premise is granted by council, we will mail the license to you.

II

R. O. No. _____ - 20 - 21. By CITY CLERK. February 15, 2021.

Submitting a communication from Robert J. Werner of Stonebrook Crossing LLC submitting a final plat for Stonebrook Crossing Addition No. 2 to replat the previous interior lot lines in the Boulder Place cul-de-sac.

_____
CITY CLERK

CityPlan

Stonebrook Crossing LLC
4539 South Taylor Drive
Sheboygan, Wisconsin 53081

February 9, 2021

Mrs. Meredith DeBruin
Clerk of City of Sheboygan
828 Center Avenue
Sheboygan, WI 53081

Dear Mrs. Debruin,

SUBJECT: Final Plat – Stonebrook Crossing Addition No. 2

As part of the proposed land development for the Stonebrook Crossing Addition No. 2 subdivision, we respectfully make application for review and approval of the final plat.

On October 5, 2020 the Common Council approved the final plat for Stonebrook Crossing Addition No. 1 consisting of seventy-eight residential lots that were numbered 14-91 on the final plat. The Stonebrook Crossing Addition No. 1 plat was recorded with the Register of Deeds on December 14, 2020. Subsequent to this recording, it was determined that the layout of the thirteen lots numbered 79-91 in the Boulder Place cul-de-sac were not optimally designed for the planned homes to be built.

Stonebrook Crossing Addition No. 2 is a replat of the lots on Boulder Place and now consists of twelve lots numbered 79-90. This replat only modifies the previous interior lot lines and does not result in any modified exterior lot line boundaries, as well as any new or modified dedications to the public for roads and right of ways.

Additionally, we are requesting the same sixty-six foot (66') wide rural road cross-section with road side ditches and underground utilities with a variance from the Plan Commission for section 5.2(F)(1)(c) of the Subdivision Code to remove the requirement of an eight foot (8') tree planting easement on each side of the road right of way. This would be the same variance that Stonebrook Crossing Addition No. 1 was granted by the Plan Commission on September 29, 2020.

We appreciate the City's consideration of this final plat to allow for the planned development.

Sincerely,

Robert Ross Werner

Vice-President – Stonebrook Crossing LLC

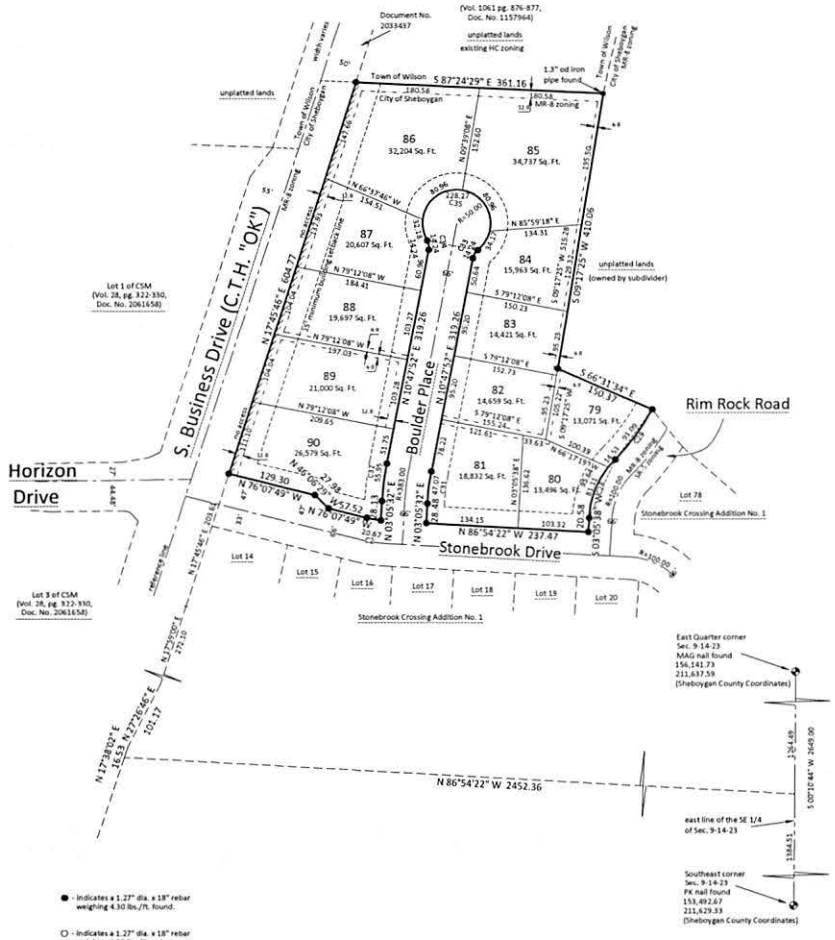
Stonebrook Crossing Addition No. 2

A re-division of all of Lots 79-91 of Stonebrook Crossing Addition No. 1, being a subdivision in part of the NE 1/4 and NW 1/4 of the SE 1/4 of Section 9, Township 14 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin.

There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis. Stats. as provided by s. 236.12, Wis. Stats.

Certified _____, 20____

Department of Administration



- ● - Indicates a 1.27" dia. x 18" rebar weighing 4.30 lbs./ft. found.
- ○ - Indicates a 1.27" dia. x 18" rebar weighing 4.30 lbs./ft. set.
- • - Indicates a 1.3" od iron pipe found unless otherwise noted.

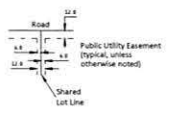
All other lot corners are a 0.75" dia. x 18" rebar weighing 1.50 lbs./ft. set.

All lengths shown on curves are curve distances.

(r.a.) - means "recorded as"

Bearings are referenced to the Wisconsin County Coordinate System, Sheboygan County. The east line of the SE 1/4 of Sec. 9-14-23 has a bearing of S 00°10'44" W.

Scale in feet
1" = 100'



Utility Easement Restriction

Utility easements set forth herein are for the use of public bodies and private public utilities having the right to serve this subdivision. No utility pole, pedestal or cable shall be placed so as to disturb any survey monument or obstruct vision along any lot or street line. The unauthorized disturbance of a survey monument is a violation of s.236.32 of Wisconsin Statutes.

Surveyor' Certificate:

I, David J. Leininger, professional land surveyor, hereby certify that by the direction of Stonebrook Crossing LLC, I have surveyed, divided and mapped this plat entitled Stonebrook Crossing Addition No. 2, a subdivision, being a re-division of all of Lots 79-91 of Stonebrook Crossing Addition No. 1, being a subdivision in part of the NE 1/4 and NW 1/4 of the SE 1/4 of Section 9, Township 14 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin, which is bounded and described as follows:

A re-division of all of Lots 79-91 of Stonebrook Crossing Addition No. 1, being a subdivision in part of the NE 1/4 and NW 1/4 of the SE 1/4 of Section 9, Township 14 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin.

Containing 245,266 square feet (5.631 acres) more or less.

I further certify that this plat is a correct representation of the exterior boundaries and the subdivisions of the land surveyed and described and that I have fully complied with the provisions of Chapter 236 of the Wisconsin Statutes and the Subdivision Regulations of the City of Sheboygan in surveying, dividing, and mapping said land.

Dated this 26th day of January, 2021.

David J. Leininger, S-2285

WISCONSIN DAVID J. LEININGER S-2285 SAUKVILLE WI LAND SURVEYOR

Public Utility Easement Provisions

A public utility easement for electric, gas and communication facilities is hereby granted by Stonebrook Crossing LLC, the Grantor, to Wisconsin Power and Light Company, Wisconsin Bell, Inc. d/b/a AT&T-Wisconsin, and Spectrum Mid-America, LLC, the Grantees, their respective successors and assigns, to construct, install, operate, repair, maintain and replace from time to time, said facilities and associated appurtenances used in connection with overhead and underground distribution of electricity and electric energy for such purposes as the same is now or may hereafter be used and for sounds and signals, and with underground distribution of natural gas products and all other by-products thereof. All in over, under, across, along and upon the property shown within those areas on the plat designated as "public utility easement" and the property designated on the plat for streets, whether public or private, together with the right to install service connections upon, across, within and beneath the surface of each lot to serve improvements thereon, or on adjacent lots; Also the right of access to the easement; Also the right to trim and cut down trees, brush and roots as may be reasonably required incident to the rights herein given; Also the right to remove and clear all obstructions from the surface and subsurface as may be reasonable required incident to the rights herein given. The Grantees agree to restore or cause to have restored, the property, as nearly as is reasonably possible, to the condition existing prior to such entry by the Grantees or their agents. This restoration, however, does not apply to the initial installation of the above designated utility facilities or to any trees, brush or roots which may be removed at any time pursuant to the rights herein granted. Buildings, structures, obstructions and planting of trees shall not be placed within the lines marked "public utility easement" without the prior written consent of Grantees. After installation of any such facilities, the grade of the subdivided property shall not be altered by more than six inches without written consent of Grantees. The Grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.

Curve Table

CURVE / LOT	RADIUS	LENGTH	CHORD	CH. BEARING	DELTA	TAN BEARING-IN	TAN BEARING-OUT
C2 90	147.00	20.67	20.65	S 79°40'31" E	7°49'34"	S 75°45'49" E	S 83°31'21" E
C28	133.00	95.64	93.59	S 21°41'35" W	41°11'20"	S 44°57'41" W	S 03°46'18" W
C29 80	133.00	81.13	79.86	S 20°33'23" W	34°56'29"	S 38°01'37" W	S 03°05'08" W
C28 70	133.00	14.53	14.52	S 41°09'34" W	6°15'34"	S 44°17'41" W	S 38°01'37" W
C29 79	117.00	91.09	90.78	N 26°03'46" E	18°33'00"	N 44°37'41" E	N 77°49'51" E
C91 81	350.00	47.07	47.03	N 06°56'42" E	7°42'20"	S 10°47'52" W	S 03°05'32" W
C92 90	416.00	55.95	55.90	N 06°56'42" E	7°42'20"	S 10°47'52" W	S 03°05'32" W
C93 84	20.00	14.24	13.94	N 33°41'29" E	40°47'14"	S 53°35'06" W	S 10°47'52" W
C94 87	20.00	14.24	13.94	N 06°56'42" E	40°47'14"	N 10°47'52" E	N 30°00'22" W
C95	50.00	228.27	73.71	S 79°13'07" E	261°42'27"	N 51°53'06" E	S 39°49'21" E
C35 87	50.00	32.18	31.63	S 41°31'08" E	36°52'26"	S 06°34'05" W	S 29°58'21" E
C35 86	50.00	80.96	72.40	S 53°18'06" W	92°46'01"	N 80°00'57" W	S 06°53'05" W
C35 85	50.00	80.96	72.40	N 33°57'57" W	92°46'49"	N 13°24'48" E	N 80°00'57" W
C35 84	50.00	34.17	33.51	N 12°00'27" E	39°09'18"	N 51°35'06" E	N 12°25'48" E

Lots 81 - 90 are planned for Two-Family Duplex's

Mixed Residential - 8 (MR-8) Zoning requirements:

Front or Street Side Lot Line to House:

Single family = 25 feet
Duplex and Twin House = 20 feet;
add 10 more feet for a lot adjacent to a street with an Officially Mapped right-of-way equal to or exceeding 100 feet

Front or Street Side Lot Line to Attached Garage:

Single-Family = 25 feet
Duplex, and Twin House = 20 feet
add 10 more feet for a lot adjacent to a street with an Officially Mapped right-of-way equal to or exceeding 100 feet

Side Lot Line to House or Attached Garage:

Twin House = 5 feet or 0 feet on zero lot line side
All Other Dwelling Unit Types = 5 feet

Total of Both Sides, Lot Lines to House or Attached Garage:

Single-family = 10 feet or 30 feet for a corner lot
Duplex and Twin House = 10 feet or 25 feet for a corner lot

Rear Lot Line to House or Attached Garage = 20 feet

Side Lot Line to Accessory Structure = 3 feet

Rear Lot Line to Accessory Structure = 3 feet

Owner/Subdivider

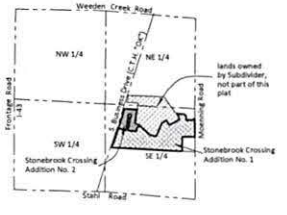
Stonebrook Crossing LLC
4539 S. Taylor Dr.
Sheboygan, WI 53081

Surveyor

David J. Leininger
Homeland Surveying, LLC
2079 Cold Springs Rd.
Saukville, WI 53080

Location Sketch

Sec. 9, T. 14 N., R. 23 E.
Scale: 1" = 2000'



This instrument was drafted by David J. Leininger, S-2285

Stonebrook Crossing Addition No. 2

A re-division of all of Lots 79-91 of Stonebrook Crossing Addition No. 1, being a subdivision in part of the NE 1/4 and NW 1/4 of the SE 1/4 of Section 9, Township 14 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin.

Owner's Certificate:

Stonebrook Crossing LLC, a limited liability company duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, does hereby certify that said limited liability company caused the land described on this plat to be surveyed, divided, and mapped as represented on the plat.

Stonebrook Crossing LLC, does further certify that this plat is required by s.236.10 or s.236.12 to be submitted to the following for approval or objection:

Wisconsin Department of Administration
Sheboygan County Planning and Resource Department
City of Sheboygan

Stonebrook Crossing LLC

_____
Robert R. Werner - Manager
Stonebrook Crossing LLC

STATE OF WISCONSIN)
SHEBOYGAN COUNTY) SS

Personally came before me this _____ day of _____, 2021, Robert R. Werner of the above named limited liability company, to me known to be the same person who executed the foregoing instrument, and to me known to be such Manager of said limited liability company and acknowledged that they executed the foregoing instrument as such officers as the deed of said limited liability company, by its authority.

(Notary Seal) _____

Notary Public, _____, Wisconsin

My commission expires _____.

City of Sheboygan Common Council Approval Certificate

Resolved, that the plat of Stonebrook Crossing Addition No. 2 in the City of Sheboygan, Stonebrook Crossing LLC, owner, is hereby approved by the Common Council.

All conditions have been met as of the _____ day of _____, 2021.

Date _____ Signed _____
Mike Vandersteen - Mayor

I hereby certify that the foregoing is true and correct copy of a resolution adopted by the Common Council of the City of Sheboygan.

Date _____ Signed _____
Meredith DeBruin - City Clerk

Certificate of City of Sheboygan Treasurer

STATE OF WISCONSIN)
SHEBOYGAN COUNTY) SS

I, _____, being the duly appointed qualified and acting Treasurer of the City of Sheboygan, do hereby certify that in accordance with the records in my office, there are no unpaid taxes or unpaid special assessments as of

_____ on any of the land included in the plat of Stonebrook Crossing Addition No. 2.

_____ _____
Date - Acting City Treasurer

_____
print name

Certificate of the County Treasurer

STATE OF WISCONSIN)
SHEBOYGAN COUNTY) SS

I, Laura Henning-Lorenz, being the duly elected, qualified and acting treasurer of the County of Sheboygan, do hereby certify that the records in my office show no unredeemed tax sales and no unpaid taxes or special assessments as of

_____ affecting the lands included in the plat of Stonebrook Crossing Addition No. 2.

_____ _____
Date Laura Henning-Lorenz - Treasurer

Consent of Mortgagee:

Oostburg State Bank , existing under and by virtue of the laws of the State of Wisconsin, mortgagee of the above described land, does hereby consent to the surveying, dividing, and mapping of the land described on this plat, and does hereby consent to the above certificate of Stonebrook Crossing LLC, owner.

IN WITNESS WHEREOF, the said Oostburg State Bank has caused these presents to be signed by Eric Glewen, its President, and countersigned by Paul Kuplic, its Vice President, at Oostburg, Wisconsin, and its corporate seal to be hereunto

affixed this _____ day of _____, 2021.

Oostburg State Bank
In the presence of:

_____ _____
Eric Glewen, President , Witness
_____
print name

_____ _____
Paul Kuplic, Vice President , Witness
_____
print name

STATE OF WISCONSIN)

_____ COUNTY) SS

Personally came before me this _____ day of _____, 2021, the above named president and vice a president is to me known to be the persons who executed the foregoing certificate and acknowledge the same.

(Notary Seal) _____Notary Public, _____, Wisconsin

My commission expires _____.

Dated this 26th day of January, 2021.

David J. Leininger, S-2285

WISCONSIN
DAVID J. LEININGER
S-2285
SAUKVILLE
WI
LAND SURVEYOR

This instrument was drafted by David J. Leininger, S-2285

II

R. O. No. _____ - 20 - 21. By CITY CLERK. February 15, 2021.

Submitting an application from the City of Sheboygan Redevelopment Authority for an amendment of the official zoning map of the City of Sheboygan for property located on the Northwest corner of South 10th Street and Illinois Avenue (Formerly 935 Illinois Avenue - Parcel #59281505800) from Class Urban Industrial (UI) to Class Central Commercial (CC) Classification.

CityPlan

_____
CITY CLERK

OFFICE USE ONLY
APPLICATION NO.: _____
RECEIPT NO.: _____
FILING FEE: $200.00 (Payable to City of Sheboygan)

CITY OF SHEBOYGAN
APPLICATION FOR
AMENDMENT OF OFFICIAL ZONING MAP

(Requirements Per Section 15.903)
Revised May, 2012

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: City of Sheboygan Redevelopment Authority (RDA) PHONE NO.: (920) 459-3383

ADDRESS: 828 Center Avenue E-MAIL: chad.pelishek@sheboyganwi.gov

OWNER OF SITE: City of Sheboygan PHONE NO.: (920) 459-3383

2. DESCRIPTION OF THE SUBJECT SITE

ADDRESS OF PROPERTY AFFECTED: Formerly 935 Illinois Ave

LEGAL DESCRIPTION: See attached Map

PARCEL NO. 59281505800 MAP NO. _____

EXISTING ZONING DISTRICT CLASSIFICATION: Urban Industrial (UI)

PROPOSED ZONING DISTRICT CLASSIFICATION: Central Commercial (CC)

BRIEF DESCRIPTION OF THE **EXISTING** OPERATION OR USE:

Vacant, undeveloped

BRIEF DESCRIPTION OF THE **PROPOSED** OPERATION OR USE:

Fresh Tech Innovation District

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? _____

See attached

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: _____

See attached

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? _____

See attached

Indicate reasons why the applicant believes the proposed map amendment is in harmony with the recommendations of the City of Sheboygan Comprehensive Plan.

See attached

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.

Chad Pelishek — 1/25/21

APPLICANT'S SIGNATURE — **DATE**

Chad Pelishek

PRINT ABOVE NAME

APPLICATION SUBMITTAL REQUIREMENTS

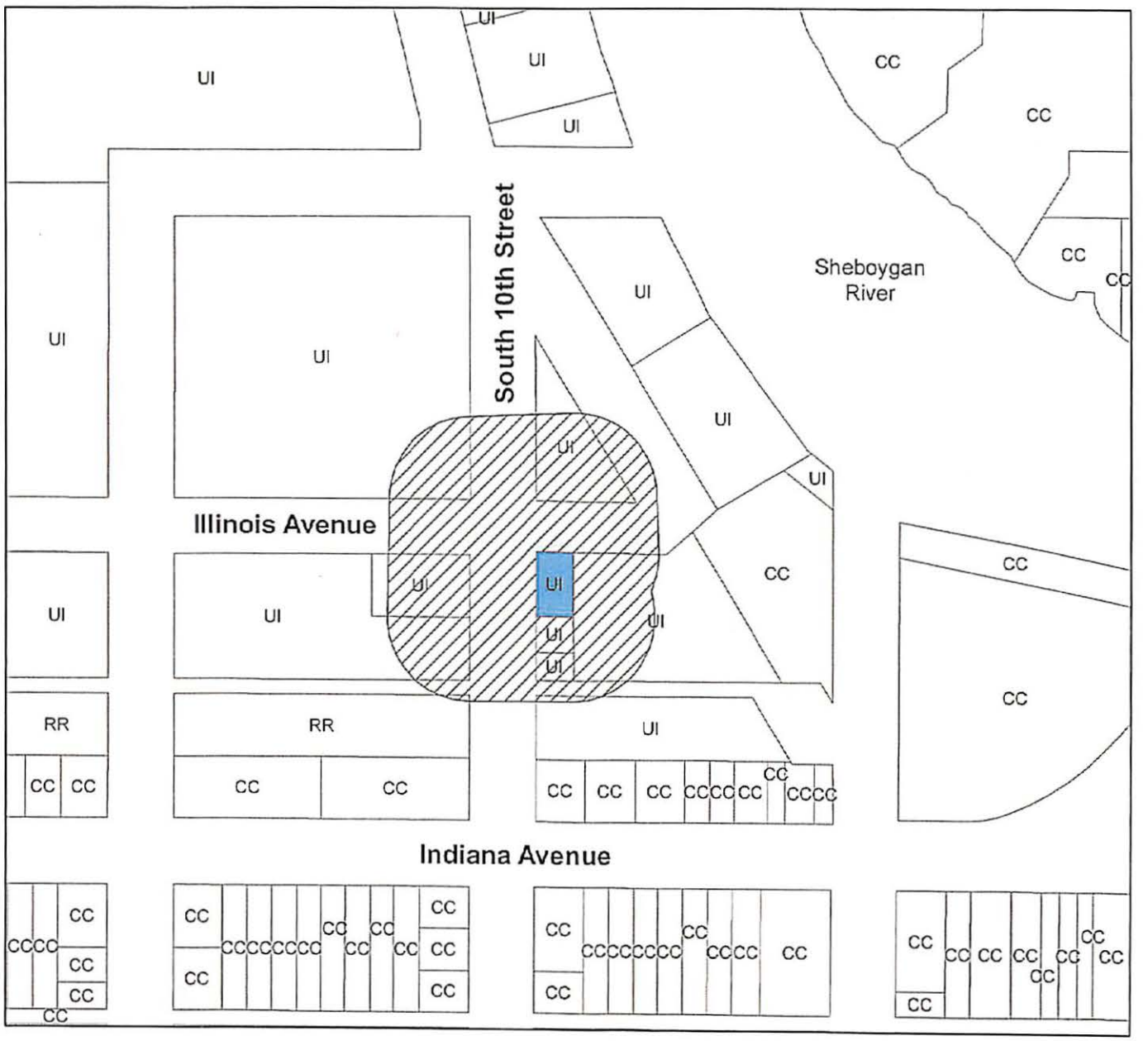
A copy of the current zoning map of the subject property and vicinity showing:

- ☐ The property proposed to be rezoned.
- ☐ All lot dimensions of the subject property.
- ☐ All other lands within 200 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.

PROPOSED REZONE
FROM URBAN INDUSTRIAL (UI)
TO CENTRAL COMMERCIAL (CC)

SECTION 26, TOWNSHIP 15 NORTH, RANGE 23 EAST

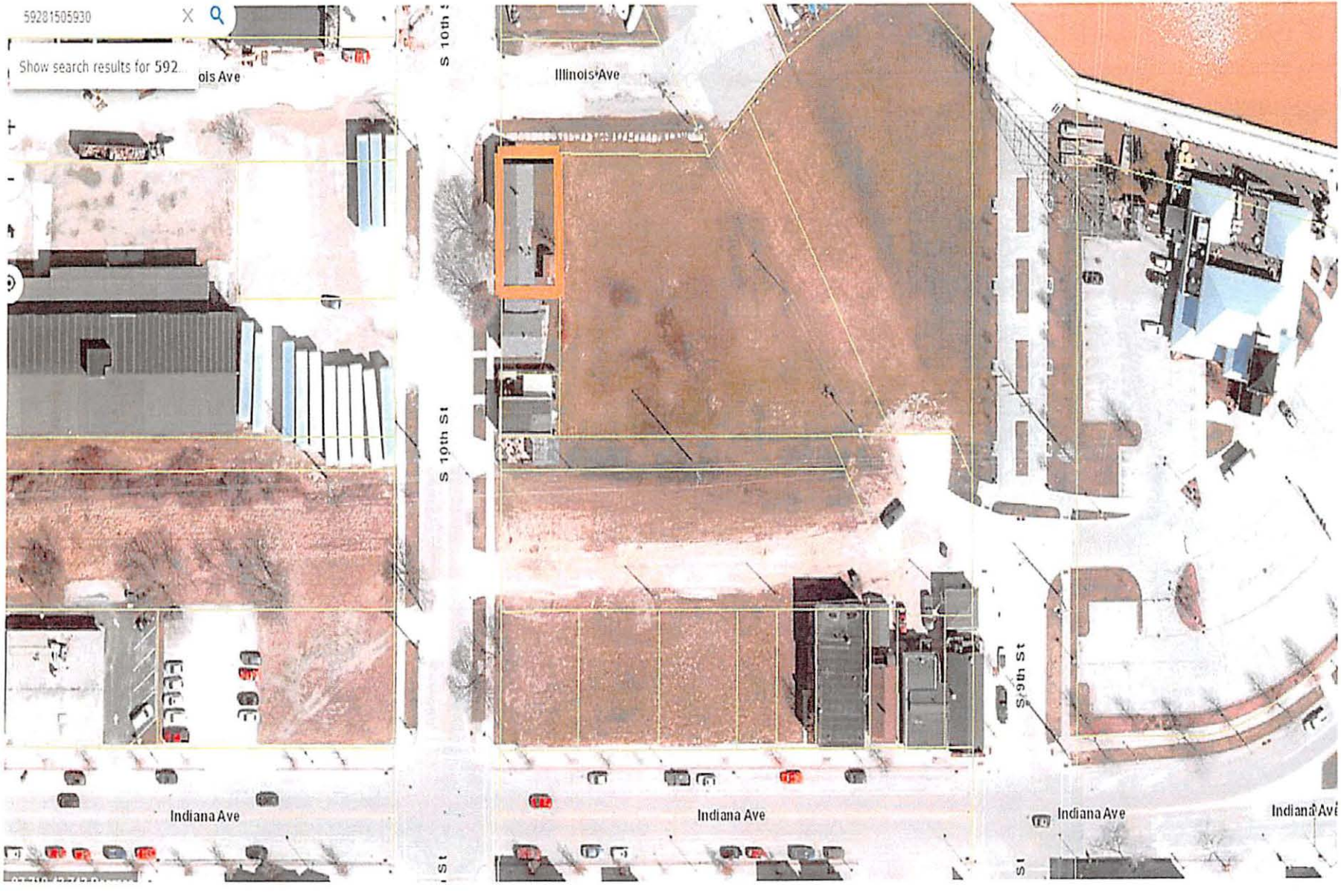
ORIGINAL PLAT N 1/2 OF W 45' OF LOT 4 BLK 243



City of Sheboygan
spirit on the lake

0 100 200 400 600 800 Feet

N W E S


59281505930
Show search results for 592...
Illinois Ave
S 10th St
S 19th St
S 19th St
Indiana Ave
Indiana Ave
Indiana Ave
Indiana Ave

The City of Sheboygan and the City of Sheboygan Redevelopment Authority (RDA) own several parcels of property north of Indiana Avenue and east of S. 10th Street. The properties were previously used as single-family residences, a bar, etc. As the Plan Commission and Common Council are aware, this area has been referred to as Fresh Tech Innovation District and continues to be planned for future redevelopment.

These parcels are zoned Urban Industrial (UI). In order to achieve the redevelopment the City seeks for this area, the parcels will need to be rezoned to Central Commercial (CC). The areas along Indiana Avenue and the new Badger State Lofts are zoned Central Commercial (CC). The former tannery facility was recently rezoned from UI to CC so the facility could be converted into the Badger State Lofts which is a significant improvement to this previously underutilized industrial building and to the Indiana Avenue corridor.

The idea is to rezone these parcels today so that when the site is ready to be redeveloped, the zoning will be in place which will permit a developer to apply for the conditional use and architectural review approvals. Rezoning these properties today reduces the timing of the future development by approximately two (2) months.

This area had been used industrially in the past but today it makes more sense to zone these properties commercial in order to permit mixed use type developments that can take advantage of this attractive location similar to what the City has successfully accomplished in other riverfront downtown locations.

In addition, the zoning designation of the land is to be consistent with the City's Future Land Use map of the City of Sheboygan Comprehensive Plan. Presently, the Urban Industrial (UI) Zoning Designation is inconsistent with the Central Mixed Use Comprehensive Plan Designation. Therefore, rezoning these properties to Central Commercial (CC) will make these properties consistent with their Central Mixed Use Comprehensive Plan Designation.

The proposal does appear to meet several goals and objectives of the Sheboygan Comprehensive Plan:

- Promote catalytic new mixed use developments at key infill and redevelopment sites.

- Actively promote infill development and redevelopment of aging or previously passed-over sites for productive, compatible uses, engaging in public/private partnerships as a way to encourage investment in the City.

- Promoting infill development and redevelopment to grow efficiently, strengthen existing business districts and neighborhoods, and leverage existing infrastructure and connectivity.

- Encourage redevelopment and infill development over greenfield development wherever feasible, while planning for long-term growth of office, industrial, commercial, and residential uses in the City.

- Support and advance the cleanup of brownfield sites for economic reuse.

- Accommodate a mix of uses within a finite amount of land, including housing, quality commercial development, and employment-generating professional offices and light industrial development.

- Support mixed-use development projects that integrate residential and non-residential uses into high-quality, unified places. Mixed-use areas provide nodes of concentrated activity and integrate people with jobs, services, and shopping in a pedestrian-friendly environment.

- Capitalizing on an improved river corridor to attract new businesses and the reuse or redevelopment of riverfront properties.

- Improving the community's image through a concerted marketing strategy focused on improving the "Sheboygan" brand, attracting new corporate or professional employers to the City, and improving residents' perception of their City.

- Enhancing the lakefront and riverfront to attract new development, appeal to residents, and facilitate a healthy community.

- Advance and promote the City as a dynamic place with a diversified, prosperous economy that is welcoming and supportive to established businesses as well as entrepreneurs and new opportunities.

- Create a vibrant working and living environment in the community in which all residents can pursue economic and personal success.

- Leverage the City's richly and diversely skilled workforce, its regional location, its urban downtown environment, and its many quality of life amenities to more effectively market the region and attract new business and quality employment growth.

- Leverage the talent and energy of young professionals in the community to make the City a more attractive place to live, work, and do business.

- Pursue the City's long-term vision while addressing unique opportunities and market trends as they emerge. Continue to build from the successes of the Harbor Centre urban revitalization over the past two decades.

- Re-brand and market the Indiana Avenue Corridor (from I-43 to Lake Michigan) as Fresh Tech Sheboygan, appealing to new high-technology companies and start-ups.

II

R. O. No. _____ - 20 - 21. By CITY CLERK. February 15, 2021.

Submitting an application from the City of Sheboygan Redevelopment Authority for an amendment of the official zoning map of the City of Sheboygan for property located off of South 10th Street (Formerly 1011 South 10th Street - Parcel #59281505810) from Class Urban Industrial (UI) to Class Central Commercial (CC) Classification.

City Plan

_____
CITY CLERK

OFFICE USE ONLY
APPLICATION NO.: _____
RECEIPT NO.: _____
FILING FEE: $200.00 (Payable to City of Sheboygan)

CITY OF SHEBOYGAN
APPLICATION FOR
AMENDMENT OF OFFICIAL ZONING MAP

(Requirements Per Section 15.903)
Revised May, 2012

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: City of Sheboygan Redevelopment Authority (RDA) PHONE NO.: (920) 459-3383

ADDRESS: 828 Center Avenue E-MAIL: Chad.Pelishek@sheboyganwi.gov

OWNER OF SITE: City of Sheboygan PHONE NO.: (920) 459-3383

2. DESCRIPTION OF THE SUBJECT SITE

ADDRESS OF PROPERTY AFFECTED: Formerly 1011 S. 10th St

LEGAL DESCRIPTION: See attached Map

PARCEL NO. 59281505810 MAP NO. _____

EXISTING ZONING DISTRICT CLASSIFICATION: Urban Industrial (UI)

PROPOSED ZONING DISTRICT CLASSIFICATION: Central Commercial (CC)

BRIEF DESCRIPTION OF THE **EXISTING** OPERATION OR USE:

Vacant, undeveloped

BRIEF DESCRIPTION OF THE **PROPOSED** OPERATION OR USE:

Fresh Tech Innovation District

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? _____

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Which of the following factors has arisen that are not properly addressed on the current Official Zoning Map? (Provide explanation in space provided below.)

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☒ 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: _____

See attached

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? _____

See attached

Indicate reasons why the applicant believes the proposed map amendment is in harmony with the recommendations of the City of Sheboygan Comprehensive Plan.

See attached

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.

Chad Pelishek
APPLICANT'S SIGNATURE

1/25/2021
DATE

Chad Pelishek
PRINT ABOVE NAME

APPLICATION SUBMITTAL REQUIREMENTS

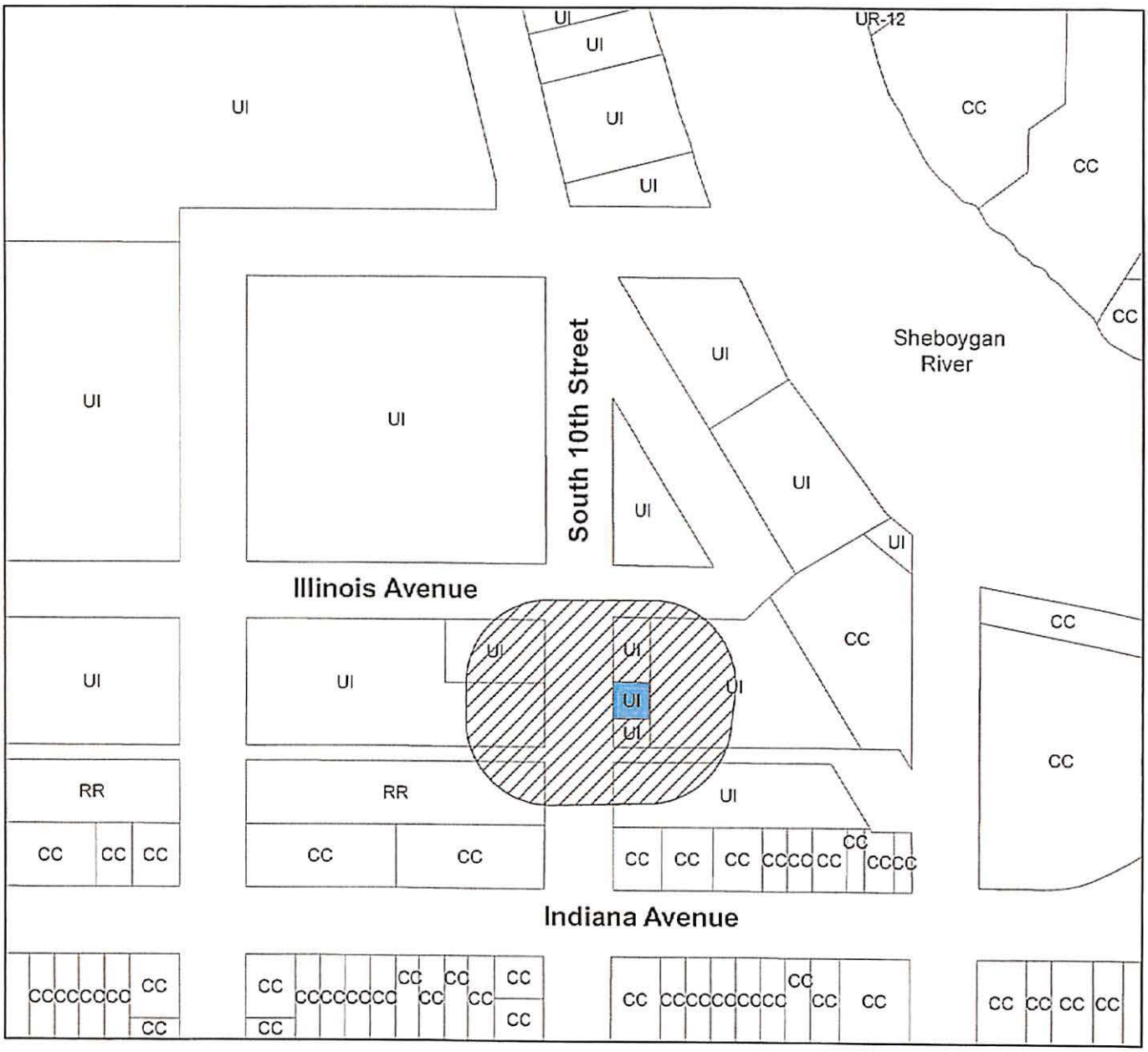
A copy of the current zoning map of the subject property and vicinity showing:

- ☐ The property proposed to be rezoned.
- ☐ All lot dimensions of the subject property.
- ☐ All other lands within 200 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.

PROPOSED REZONE
FROM URBAN INDUSTRIAL (UI)
TO CENTRAL COMMERCIAL (CC)

SECTION 26, TOWNSHIP 15 NORTH, RANGE 23 EAST

ORIGINAL PLAT N 42' OF S 1/2 OF W 45' OF LOT 4 BLOCK 243



City of Sheboygan
spirit on the lake

0 100 200 400 600 800 Feet

N W E S

Illinois Ave
S 10th St
S 9th St
Indiana Ave
Indiana Ave
Indiana Ave
Indiana Ave
S 10
ois Ave
how search results for 592
18°43'44" Degrees

The City of Sheboygan and the City of Sheboygan Redevelopment Authority (RDA) own several parcels of property north of Indiana Avenue and east of S. 10th Street. The properties were previously used as single-family residences, a bar, etc. As the Plan Commission and Common Council are aware, this area has been referred to as Fresh Tech Innovation District and continues to be planned for future redevelopment.

These parcels are zoned Urban Industrial (UI). In order to achieve the redevelopment the City seeks for this area, the parcels will need to be rezoned to Central Commercial (CC). The areas along Indiana Avenue and the new Badger State Lofts are zoned Central Commercial (CC). The former tannery facility was recently rezoned from UI to CC so the facility could be converted into the Badger State Lofts which is a significant improvement to this previously underutilized industrial building and to the Indiana Avenue corridor.

The idea is to rezone these parcels today so that when the site is ready to be redeveloped, the zoning will be in place which will permit a developer to apply for the conditional use and architectural review approvals. Rezoning these properties today reduces the timing of the future development by approximately two (2) months.

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In addition, the zoning designation of the land is to be consistent with the City's Future Land Use map of the City of Sheboygan Comprehensive Plan. Presently, the Urban Industrial (UI) Zoning Designation is inconsistent with the Central Mixed Use Comprehensive Plan Designation. Therefore, rezoning these properties to Central Commercial (CC) will make these properties consistent with their Central Mixed Use Comprehensive Plan Designation.

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- Promote catalytic new mixed use developments at key infill and redevelopment sites.

- Actively promote infill development and redevelopment of aging or previously passed-over sites for productive, compatible uses, engaging in public/private partnerships as a way to encourage investment in the City.

- Promoting infill development and redevelopment to grow efficiently, strengthen existing business districts and neighborhoods, and leverage existing infrastructure and connectivity.

- Encourage redevelopment and infill development over greenfield development wherever feasible, while planning for long-term growth of office, industrial, commercial, and residential uses in the City.

- Support and advance the cleanup of brownfield sites for economic reuse.

- Accommodate a mix of uses within a finite amount of land, including housing, quality commercial development, and employment-generating professional offices and light industrial development.

- Support mixed-use development projects that integrate residential and non-residential uses into high-quality, unified places. Mixed-use areas provide nodes of concentrated activity and integrate people with jobs, services, and shopping in a pedestrian-friendly environment.

- Capitalizing on an improved river corridor to attract new businesses and the reuse or redevelopment of riverfront properties.

- Improving the community's image through a concerted marketing strategy focused on improving the "Sheboygan" brand, attracting new corporate or professional employers to the City, and improving residents' perception of their City.

- Enhancing the lakefront and riverfront to attract new development, appeal to residents, and facilitate a healthy community.

- Advance and promote the City as a dynamic place with a diversified, prosperous economy that is welcoming and supportive to established businesses as well as entrepreneurs and new opportunities.

- Create a vibrant working and living environment in the community in which all residents can pursue economic and personal success.

- Leverage the City's richly and diversely skilled workforce, its regional location, its urban downtown environment, and its many quality of life amenities to more effectively market the region and attract new business and quality employment growth.

- Leverage the talent and energy of young professionals in the community to make the City a more attractive place to live, work, and do business.

- Pursue the City's long-term vision while addressing unique opportunities and market trends as they emerge. Continue to build from the successes of the Harbor Centre urban revitalization over the past two decades.

- Re-brand and market the Indiana Avenue Corridor (from I-43 to Lake Michigan) as Fresh Tech Sheboygan, appealing to new high-technology companies and start-ups.

II

R. O. No. _____ - 20 - 21. By CITY CLERK. February 15, 2021.

Submitting an application from the City of Sheboygan Redevelopment Authority for an amendment of the official zoning map of the City of Sheboygan for property located off of South 10th Street (Formerly 1015 South 10th Street - Parcel #59281505820) from Class Urban Industrial (UI) to Class Central Commercial (CC) Classification.

CityPlan

_____

CITY CLERK

OFFICE USE ONLY
APPLICATION NO.: _____
RECEIPT NO.: _____
FILING FEE: $200.00 (Payable to City of Sheboygan)

CITY OF SHEBOYGAN
APPLICATION FOR
AMENDMENT OF OFFICIAL ZONING MAP

(Requirements Per Section 15.903)
Revised May, 2012

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: City of Sheboygan Redevelopment Authority (RDA) PHONE NO.: (920) 459-3383

ADDRESS: 828 Center Avenue E-MAIL: Chad.Pelishek@sheboyganwi.gov

OWNER OF SITE: City of Sheboygan PHONE NO.: (920) 459-3383

2. DESCRIPTION OF THE SUBJECT SITE

ADDRESS OF PROPERTY AFFECTED: Formerly 1015 S. 10th St

LEGAL DESCRIPTION: See attached map

PARCEL NO. 59281505820 MAP NO. _____

EXISTING ZONING DISTRICT CLASSIFICATION: Urban Industrial (UI)

PROPOSED ZONING DISTRICT CLASSIFICATION: Central Commercial (CC)

BRIEF DESCRIPTION OF THE **EXISTING** OPERATION OR USE:

Vacant, undeveloped

BRIEF DESCRIPTION OF THE **PROPOSED** OPERATION OR USE:

Fresh Tech Innovation District

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? _____

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Which of the following factors has arisen that are not properly addressed on the current Official Zoning Map? (Provide explanation in space provided below.)

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☐ Explain: _____

See attached

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? _____

See attached

Indicate reasons why the applicant believes the proposed map amendment is in harmony with the recommendations of the City of Sheboygan Comprehensive Plan.

See attached

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.

Chad Pelishek — 1/25/21

APPLICANT'S SIGNATURE — **DATE**

Chad Pelishek

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.
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- ☐ Graphic scale and north arrow.

PROPOSED REZONE
FROM URBAN INDUSTRIAL (UI)
TO CENTRAL COMMERCIAL (CC)

SECTION 26, TOWNSHIP 15 NORTH, RANGE 23 EAST

ORIGINAL PLAT S 33' OF S 1/2 OF W 45' OF LOT 4 BLOCK 243

Illinois Ave
S 10th St
S 9th St
Indiana Ave
Indiana Ave
Indiana Ave
arch results for 592
ols Ave
S 10th
St

The City of Sheboygan and the City of Sheboygan Redevelopment Authority (RDA) own several parcels of property north of Indiana Avenue and east of S. 10th Street. The properties were previously used as single-family residences, a bar, etc. As the Plan Commission and Common Council are aware, this area has been referred to as Fresh Tech Innovation District and continues to be planned for future redevelopment.

These parcels are zoned Urban Industrial (UI). In order to achieve the redevelopment the City seeks for this area, the parcels will need to be rezoned to Central Commercial (CC). The areas along Indiana Avenue and the new Badger State Lofts are zoned Central Commercial (CC). The former tannery facility was recently rezoned from UI to CC so the facility could be converted into the Badger State Lofts which is a significant improvement to this previously underutilized industrial building and to the Indiana Avenue corridor.

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- Promote catalytic new mixed use developments at key infill and redevelopment sites.

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- Accommodate a mix of uses within a finite amount of land, including housing, quality commercial development, and employment-generating professional offices and light industrial development.

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- Leverage the City's richly and diversely skilled workforce, its regional location, its urban downtown environment, and its many quality of life amenities to more effectively market the region and attract new business and quality employment growth.

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II

R. O. No. _____ - 20 - 21. By CITY CLERK. February 15, 2021.

Submitting an application from the City of Sheboygan for an amendment of the official zoning map of the City of Sheboygan for property located off of South 10th Street (Parcel #59281505930) from Class Urban Industrial (UI) to Class Central Commercial (CC) Classification.

City Plan

CITY CLERK

OFFICE USE ONLY
APPLICATION NO.: _____
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CITY OF SHEBOYGAN
APPLICATION FOR
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(Requirements Per Section 15.903)
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1. APPLICANT INFORMATION

APPLICANT: City of Sheboygan PHONE NO.: (920) 459-3382

ADDRESS: 828 Center Ave E-MAIL: Steve.Sokolowski@Sheboygan wi. gov

OWNER OF SITE: City of Sheboygan PHONE NO.: (920) 459-3382

2. DESCRIPTION OF THE SUBJECT SITE

ADDRESS OF PROPERTY AFFECTED: Parcel #59281505930

LEGAL DESCRIPTION: See attached map

PARCEL NO. 59281505930 MAP NO. _____

EXISTING ZONING DISTRICT CLASSIFICATION: Urban Industrial (UI)

PROPOSED ZONING DISTRICT CLASSIFICATION: Central Commercial (CC)

BRIEF DESCRIPTION OF THE **EXISTING** OPERATION OR USE:

Vacant, undeveloped

BRIEF DESCRIPTION OF THE **PROPOSED** OPERATION OR USE:

Fresh Tech Innovation District Redevelopment

3. JUSTIFICATION OF THE PROPOSED ZONING MAP AMENDMENT

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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

11/25/21
DATE

Steve Sikolowski
PRINT ABOVE NAME

APPLICATION SUBMITTAL REQUIREMENTS

A copy of the current zoning map of the subject property and vicinity showing:

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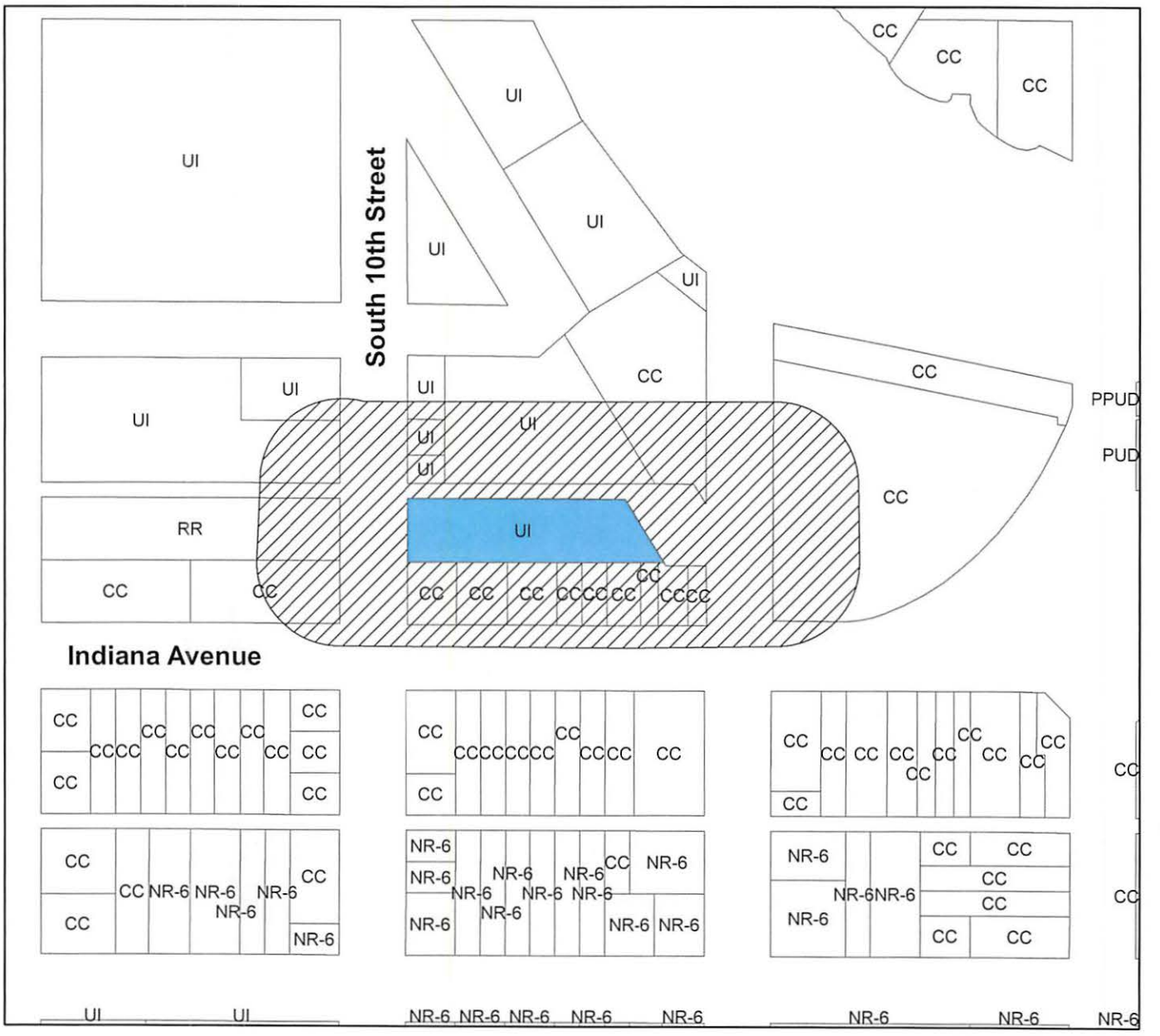
FROM URBAN INDUSTRIAL (UI)
TO CENTRAL COMMERCIAL (CC)

SECTION 26, TOWNSHIP 15 NORTH, RANGE 23 EAST

ORIGINAL PLAT N1/2 OF LOTS 7,8,9,10,11 & 12 BLK 243



59281505930
Show search results for 592...
Illinois Ave
S 10th St
S 9th St
S 8th St
Indiana Ave
Indiana Ave
Indiana Ave
Indiana Ave
S 10th St
S 9th St
7.717 43.743 Degrees

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II

R. O. No. _____ - 20 - 21. By CITY CLERK. February 15, 2021.

Submitting a claim from Gina M. Gordon for alleged damages to her car when it was struck by a Department of Public Works vehicle.

_____

CITY CLERK

FHP

DATE RECEIVED 2-11-2021 RECEIVED BY MKC

Traveler's Claim
ILL5572

CLAIM NO. 25-20

SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

FEB 11 2021

1. Notice of death, injury to persons or to property must be filed not later than 120 days after the occurrence.
2. Attach and sign additional supportive sheets, if necessary.
3. This notice form must be signed and filed with the Office of the City Clerk.

4. TWO ESTIMATES MUST BE ATTACHED IF YOU ARE CLAIMING DAMAGE TO A VEHICLE.

1. Name of Claimant: Gina M. Gordon
2. Home address of Claimant: 2027 N 10th St, Sheboygan Wi 53081
3. Home phone number: 920-980-9147
4. Business address and phone number of Claimant: N/A
5. When did damage or injury occur? (date, time of day) 1-11-2021, 2:00pm
6. Where did damage or injury occur? (give full description) Front area/bumper of 17 VW Golf Alltrack - police report attached
7. How did damage or injury occur? (give full description) Stopped at a red light, public works truck stopped in front decided to back up and hit me. Driver said he couldn't see me because the truck was too wide and is not equipped with a back up camera.
8. If the basis of liability is alleged to be an act or omission of a City officer or employee, complete the following:
   (a) Name of such officer or employee, if known: Robert Hayon
   (b) Claimant's statement of the basis of such liability:
9. If the basis of liability is alleged to be a dangerous condition of public property, complete the following:
   (a) Public property alleged to be dangerous: N/A - driver error
   (b) Claimant's statement of basis for such liability:

10. Give a description of the injury, property damage or loss, so far as is known at this time. (If there were no injuries, state "NO INJURIES").

No injury to person(s)

Auto Damage to 2017 Volkswagen Alltrack

11. Name and address of any other person injured: _____

12. Damage estimate: (You are not bound by the amounts provided here.)

Auto:	$ 1,117.94
Property:	$
Personal injury:	$
Other: (Specify below	$
TOTAL	$ 1,117.94

Damaged vehicle (if applicable)

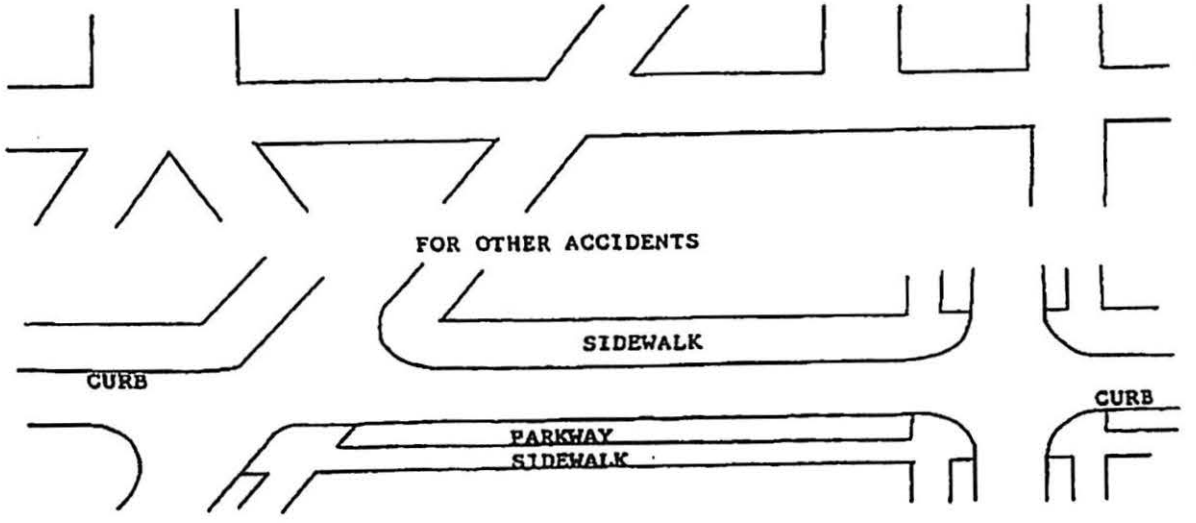
Make: VW Model: Golf Year: Alltrack Mileage: _____

Names and addresses of witnesses, doctors and hospitals: _____

Police Report Attached

FOR ALL ACCIDENT NOTICES, COMPLETE THE FOLLOWING DIAGRAM IN DETAIL. BE SURE TO INCLUDE NAMES OF ALL STREETS, HOUSE NUMBERS, LOCATION OF VEHICLES, INDICATING WHICH IS CITY VEHICLE (IF APPLICABLE), WHICH IS CLAIMANT VEHICLE, LOCATION OF INDIVIDUALS, ETC.

NOTE: If diagrams below do not fit the situation, attach proper diagram and sign.



SIGNATURE OF CLAIMANT _____ DATE _____

DATE RECEIVED _____ RECEIVED BY _____

CLAIM NO. _____

CLAIM

Claimant's Name: _____ Auto $_____

Claimant's Address: _____ Property $_____

_____ Personal Injury $_____

Claimant's Phone No. _____ Other (Specify below) $_____

TOTAL $_____

PLEASE INCLUDE COPIES OF ALL BILLS, INVOICES, ESTIMATES, ETC.

WARNING: IT IS A CRIMINAL OFFENSE TO FILE A FALSE CLAIM.
(WISCONSIN STATUTES 943.395)

The undersigned hereby makes a claim against the City of Sheboygan arising out of the circumstances described in the Notice of Damage or Injury. The claim is for relief in the form of money damages in the total amount of $ 1,117.94 .

SIGNED Gina M. Gordan DATE: 1-28-2021

ADDRESS: 2027 N 10th St, Sheboygan Wi 53081

MAIL TO: CLERK'S OFFICE
828 CENTER AVE #100
SHEBOYGAN WI 53081

Wisconsin Motor Vehicle Accident Report MV4000e 01/2005

G7L0DXVN3K

PK2011

POLICE # C21-00614

ACCIDENT #

GENERAL INFORMATION

☒ Reportable Accident	☐ On Emergency	☐ Amended	DOT Document Number: G7L0DXVN3K	Document Override Number:
Agency Accident Number:		Police Number: C21-00614		

4 - Accident Date	5 - Time of Accident (Military Time)	6 - Total Units	7 - Total Injured	8 - Total Killed
01/11/2021	1423	2	0	0

2 - County	3 - Municipality	11 - Accident Location
SHEBOYGAN - 59	SHEBOYGAN - 61, CITY	NON-INTERSECTION

14 - On Hwy No.	14 - On Street Name	14 - Bus/Frnt/Rmp	15 - Est. Dist	Ft/Mi	15 - Hwy. Dir
	WILGUS AVE		59	F	WEST

16 - Fr/At Hwy No.	16 - From/At Street Name	16 - Business/Frontage/Ramp
	TAYLOR DR	

17 - Structure Type	17 - Structure Number	12 - Latitude	13 - Longitude
		43.757678713435	-87.75028796083

80 - First Harmful Event	93 - Manner of Collision
MOTOR VEHICLE IN TRANSPORT	

112 - Access Control	113 - Road Curvature	113 - Road Terrain	Surface Type
NO CONTROL	STRAIGHT	LEVEL/FLAT	BLACKTOP (BITMINOUS) - 2

115 - Traffic Way: NOT-PHYSICALLY-DIVIDED-(2-WAY-TRAFFIC)

117 - Relation To Roadway: ON-ROADWAY

114 - Light Condition	116 - Road Surface Condition	118 - Weather
DAYLIGHT	DRY	CLEAR

9	9	9	9	9
☐ Hit and Run	☐ Government Property	☐ Fire	☐ Photos Taken	☐ Trailer or Towed

9	9	9	9
☐ Truck, Bus, or Hazardous Materials	☐ Load Spillage	☐ Construction Zone	☐ Names Exchanged

101	102	103	79 - E M S Number
☒ Supplemental Reports	☐ Witness Statements	☐ Measurements Taken	

Operator/Pedestrian

OPERATOR/PEDESTRIAN 01

Unit Status	81 - Most Harmful Event: Collision With	23 - Dir Of Travel	24 - Speed Limit
	MOTOR VEHICLE IN TRANSPORT	EAST	25

36 - Operating as Classified	37 - Endorsements	35
D		☐ Operating Commercial Motor Vehicle

29 - Driver's License Number	30 - State	31 - Expiration Year	34 - On Duty Accident
H5007797642306	WI	2023	

25 - Operator/Pedestrian Last Name	25 - First Name	25 - Middle Initial	25 - Suffix
HAYON	ROBERT	WILLIAM	

32 - Date Of Birth	33 - Sex
11/23/1976	M

26 - Address Street & Number	26 - PO Box
1816 N 8TH ST	

27 - City	27 - State	27 - Zip Code	28 - Telephone Number
SHEBOYGAN	WI	53081	920-946-1970

39 - Seat Position	40 - Safety Equipment
	SHOULDER-BELT-AND-LAP-BELT-USED

38 - Injury Severity	41 - Airbag	42 - Ejected	44
N - NO APPARENT INJURY	NON-DEPLOYED	NOT-EJECTED	☐ Medical Transport

43 - Trapped/Extricated	92 - Pedestrian Location	92 - Pedestrian Action
NOT-TRAPPED		

119 - What Driver Was Doing	120 - Traffic Control	62 - No. of Citations Issued
BACKING-MANEUVER	TRAFFIC-SIGNAL-OPERATING	0

64 - 1st Statute No.	64 - 2nd Statute No.	64 - 3rd Statute No.	64 - 4th Statute No.	64 - 5th Statute No.

122 - Driver Factors: UNSAFE-BACKING

88 - Driver or Pedestrian Cond	89 - Substance Presence
APPEARED NORMAL	NEITHER-ALCOHOL-NOR-DRUGS-PRESENT

90 - Alcohol Test	90 - Alcohol Content	91 - Drug Test
TEST NOT GIVEN		TEST-NOT-GIVEN

91 - Drugs Reported
124 - Highway Factors

Vehicle

VEHICLE 01

21 - Unit Type	Vehicle Type	22 - Total Occupants
TRUCK	PICKUP/UTILITY-TRUCK	1

56 - License Plate Number	57 - Plate Type	58 - State	59 - Exp Year	55 - Vehicle Identification Number
79245	LTK	WI		1HTMNAANXAH280616

50 - Year	51 - Make	52 - Model	53 - Body Style	54 - Color	100 - Skidmarks to Impact (Ft)
2010	INTL	UTILITY	CB	WHI	

94 - Vehicle Damage

95 - Extent Of Damage	96	97 - Vehicle Removed By
NONE	☐ Vehicle Towed Due To Damage	OPERATOR

123 - Vehicle Factors
NOT-APPLICABLE

Vehicle Owner

VEH OWNER 01

45 ☐ Vehicle Owner Same As Operator

46 - Vehicle Owner Last Name	46 - First Name	46 - Middle Initial	46 - Suffix	Date Of Birth

46 - Company Name
SHEBOYGAN CITY

47 - Address Street & Number	47 - PO Box
1315 N 23RD ST # 101	

48 - City	48 - State	48 - Zip Code	49 - Telephone Number
SHEBOYGAN	WI	53081	920-459-3444

Insurance

INS 01

63 - Liability Insurance Company	60
CITY OF SHEBOYGAN	☒ Policy Holder Same As Owner

61 - Policy Holder Last Name	61 - Policy Holder First Name

61 - Policy Holder Company
SHEBOYGAN CITY

School Bus

BUS 01

Bus Travelling to/from	School Name	Body Make	Seating Capacity
○ To ○ From			

School District Contracted With

Operator/Pedestrian

Unit Status	81 - Most Harmful Event: Collision With	23 - Dir Of Travel	24 - Speed Limit
	MOTOR VEHICLE IN TRANSPORT	EAST	25

36 - Operating as Classified	37 - Endorsements	35
D		☐ Operating Commercial Motor Vehicle

29 - Driver's License Number	30 - State	31 - Expiration Year	34 - On Duty Accident
G6352928278708	WI	2025	

25 - Operator/Pedestrian Last Name	25 - First Name	25 - Middle Initial	25 - Suffix
GORDON	GINAMARIE	L	

32 - Date Of Birth	33 - Sex
08/07/1982	F

26 - Address Street & Number	26 - PO Box
2027 N 10TH ST	

PK2011

OPERATOR/PEDESTRIAN 02

27 - City	27 - State	27 - Zip Code	28 - Telephone Number
SHEBOYGAN	WI	53081	920-980-9147

39 - Seat Position	40 - Safety Equipment
	SHOULDER-BELT-AND-LAP-BELT-USED

38 - Injury Severity	41 - Airbag	42 - Ejected	44
N - NO APPARENT INJURY	NON-DEPLOYED	NOT-EJECTED	☐ Medical Transport

43 - Trapped/Extricated	92 - Pedestrian Location	92 - Pedestrian Action
NOT-TRAPPED		

119 - What Driver Was Doing	120 - Traffic Control	62 - No. of Citations Issued
SLOWING-OR-STOPPING	TRAFFIC-SIGNAL-OPERATING	0

64 - 1st Statute No.	64 - 2nd Statute No.	64 - 3rd Statute No.	64 - 4th Statute No.	64 - 5th Statute No.

122 - Driver Factors
NOT-APPLICABLE

88 - Driver or Pedestrian Cond	89 - Substance Presence
APPEARED NORMAL	NEITHER-ALCOHOL-NOR-DRUGS-PRESENT

90 - Alcohol Test	90 - Alcohol Content	91 - Drug Test
TEST NOT GIVEN		TEST-NOT-GIVEN

91 - Drugs Reported

124 - Highway Factors

Vehicle

VEHICLE 02

21 - Unit Type	Vehicle Type	22 - Total Occupants
AUTOMOBILE	PASSENGER-CAR	2

56 - License Plate Number	57 - Plate Type	58 - State	59 - Exp Year	55 - Vehicle Identification Number
426PWF	AUT	WI		3VWH17AU3HM517177

50 - Year	51 - Make	52 - Model	53 - Body Style	54 - Color	100 - Skidmarks to Impact (Ft)
2017	VOLK	GOLF ALLTR	SW	WHI	

94 - Vehicle Damage

95 - Extent Of Damage	96	97 - Vehicle Removed By
MODERATE	☐ Vehicle Towed Due To Damage	OPERATOR

123 - Vehicle Factors
NOT-APPLICABLE

Vehicle Owner

VEH OWNER 02

45
☒ Vehicle Owner Same As Operator

46 - Vehicle Owner Last Name	46 - First Name	46 - Middle Initial	46 - Suffix	Date Of Birth
GORDON	GINAMARIE	L		08/07/1982

46 - Company Name

47 - Address Street & Number	47 - PO Box
2027 N 10TH ST	

48 - City	48 - State	48 - Zip Code	49 - Telephone Number
SHEBOYGAN	WI	53081	920-980-9147

Insurance

INS 02

63 - Liability Insurance Company	60
TRAVELERS CASUALTY & SURETY CO	☒ Policy Holder Same As Owner

61 - Policy Holder Last Name	61 - Policy Holder First Name
GORDON	GINAMARIE

61 - Policy Holder Company

School Bus

BUS 02

Bus Travelling to/from	School Name	Body Make	Seating Capacity
○ To ○ From			
School District Contracted With			

Occupant

OCCUPANT 01

☐ Address Same As Operator

65 - Unit No	66 - Occupant Last Name	66 - First Name	66 - Middle Initial	66 - Suffix
2	DICKIE	REBEKA	NOELL	

68 - Address Street & Number	68 - PO Box
130 BROADWAY ST # 3	

68 - City	68 - State	68 - Zip Code
SHEBOYGAN FALLS	WI	53085

67 - Date of Birth	69 - Sex
12/22/1994	F

71 - Seat Position	72 - Safety Equipment
	SHOULDER-BELT-AND-LAP-BELT-USED

70 - Injury Severity	73 - Airbag	75 - Ejected	77
N - NO APPARENT INJURY	NON-DEPLOYED	NOT-EJECTED	☐ Medical Transport

76 - Trapped/Extricated	78 - Agency Space
NOT-TRAPPED	

Diagram and Narrative

DIAGRAM AND NARRATIVE

105 - PHOTOS BY

UNIT 1 IS A DPW ELECTRICIAN VEHICLE AND WAS COMPLETING WORK ON A TRAFFIC SIGNAL AT THE INTERSECTION OF TAYLOR AND WILGUS. BOTH UNITS WERE TRAVELING EB ON WILGUS. UNIT 1 WAS ATTEMPTING TO MANEUVER TO A DIFFERENT PART OF THE INTERSECTION AND BACKED INTO UNIT 2. DRIVER 1 REPORTED THAT HE COULD NOT SEE UNIT 2 BEHIND THE UTILITY VEHICLE AND BACKED INTO THE VEHICLE CAUSING THE HITCH TO PUNCH THROUGH THE FRONT BUMPER.

Officer Information

NFORMATION

125 - Officer Last Name	125 - First Name	125 - Middle Initial	131 - Officer ID
LIVINGSTON	LINDSAY		468

129 - Law Enforcement Agency No.	130 - Law Enforcement Agency Name
5961	SHEBOYGAN POLICE DEPARTMENT

126 - Law Enforcement Agency Address Street & Number
1315 N 23RD ST

OFFICER INFORM

127 - City	127 - State	127 - Zip Code	128 - Telephone Number
SHEBOYGAN	**WI**	**53081**	**920-459-3333**

132 - Date Notified	133 - Time Notified (Military Time)	134 - Time Arrived (Military Time)	135 - Date Of Report
01/11/2021	**1423**	**1428**	**01/12/2021**

Agency Accident Number	Police Number	19 - Special Study
	C21-00614	

18 - Agency Space
SQUAD #7

Jan 18, 2021 16:03:20 CST Lat: 43.7673645 Long: -87.71530914

Jan 18, 2021 16:02:58 CST Lat: 43.76752472 Long: -87.71528625

TRAVELERS

Mountain West Claim Center (PI-292)
Email Supplements:
supplementrequest@travelers.com

PO Box 650293
Dallas, TX 75265
Phone: (800) 227-1538

Claim #: ILL5572001
Workfile ID: 9034bae5

Estimate of Record

Written By: ANTHONY LUCCHESE, License Number: 880019, 1/21/2021 9:02:57 AM
Adjuster: GLASPELL, JASON, (317) 818-0133 Business

Insured:	GINA GORDON	Owner Policy #:	PT5010A6069870982031	Claim #:	ILL5572001
Type of Loss:	Collision	Date of Loss:	01/11/2021 12:00 AM	Days to Repair:	2
Point of Impact:	12 Front	Deductible:	500.00		

Owner (Insured):
GINA GORDON
2027 N 10TH ST
SHEBOYGAN, WI 53081-2627
(920) 980-9147 Cellular
GINAMARIE.GORDON@YAHO
O.COM

Inspection Location:
Virtual

Appraiser Information:
supplementrequest@travelers.com

Repair Facility:
OWNERS CHOICE

VEHICLE

2017 VW Golf Alltrack S w/Direct Shift Gearbox 4D WGN 4-1.8L Turbocharged Gasoline Gasoline Direct Injection White

VIN:	3VWH17AU3HM517177	Production Date:	11/2016	Interior Color:	
License:	426PWF	Odometer:	43924	Exterior Color:	White
State:	WI	Condition:			

TRANSMISSION
Automatic Transmission
4 Wheel Drive
POWER
Power Steering
Power Brakes
Power Windows
Power Locks
Power Mirrors
Heated Mirrors
DECOR
Dual Mirrors
Tinted Glass
Console/Storage
Overhead Console
CONVENIENCE
Air Conditioning
Intermittent Wipers
Tilt Wheel
Cruise Control
Rear Defogger
Keyless Entry
Alarm
Message Center
Steering Wheel Touch Controls
Rear Window Wiper
Telescopic Wheel
Backup Camera
RADIO
AM Radio
FM Radio
Stereo
Search/Seek
CD Player
Auxiliary Audio Connection
Satellite Radio
SAFETY
Drivers Side Air Bag
Passenger Air Bag
Anti-Lock Brakes (4)
4 Wheel Disc Brakes
Front Side Impact Air Bags
Head/Curtain Air Bags
Communications System
Hands Free Device
ROOF
Luggage/Roof Rack
SEATS
Bucket Seats
Reclining/Lounge Seats
Leather Seats
Heated Seats
WHEELS
Aluminum/Alloy Wheels
PAINT
Clear Coat Paint
OTHER
Fog Lamps
Traction Control
Stability Control
Rear Spoiler
Signal Integrated Mirrors

Estimate of Record

2017 VW Golf Alltrack S w/Direct Shift Gearbox 4D WGN 4-1.8L Turbocharged Gasoline Gasoline Direct Injection White

Line		Oper	Description	Part Number	Qty	Extended Price $	Labor	Paint
1	#		ASF - THE STANDARD FIRE INSURANCE COMPANY		1			
2	**FRONT BUMPER**							
3			O/H front bumper				2.8	
4		Repl	Bumper cover w/o drive asst	5G0807217LHGRU	1	383.33	Incl.	2.6
5			Add for Clear Coat					1.0
6			Add for fog lamps				0.4	
7		Refn	Tow eye cap	5G0807241AGRU				0.2
8			Add for Clear Coat					0.1
9		Repl	Center grille w/o auto brake	5G0853677J9B9	1	108.33	Incl.	
10	**MISCELLANEOUS OPERATIONS**							
11	**	Repl	A/M Flex Additive		1	5.00 T		
12	#	Subl	Hazardous Waste		1	3.00		
				SUBTOTALS		**499.66**	**3.2**	**3.9**

ESTIMATE TOTALS

Category	Basis		Rate	Cost $
Parts				494.66
Body Labor	3.2 hrs	@	$ 58.00 /hr	185.60
Paint Labor	3.9 hrs	@	$ 58.00 /hr	226.20
Paint Supplies	3.9 hrs	@	$ 38.00 /hr	148.20
Miscellaneous				5.00
Subtotal				1,059.66
Sales Tax	$ 1,059.66	@	5.5000 %	58.28
Total Cost of Repairs				**1,117.94**
Deductible				500.00
Total Adjustments				**500.00**
Net Cost of Repairs				**617.94**

Estimate of Record

2017 VW Golf Alltrack S w/Direct Shift Gearbox 4D WGN 4-1.8L Turbocharged Gasoline Gasoline Direct Injection White

All supplements must be pre-approved by Travelers.

Supplement repair charges may be subject to rejection unless approved by Travelers prior to repairs.

This instrument is a damage estimate only and not an acceptance of liability or authorization to repair.

Repair must be pre-authorized by the vehicle owner.

Vehicle owner maintains the right to repair vehicle at a repair facility of their choice.

Please present this estimate to the repair facility prior to repairs.

Necessary Information for Photograph and Video Estimates (READ CAREFULLY):
This estimate may have been completed based wholly or in part using photographs and/or video. Because of the use of photographs and video, this estimate may not be complete, as there could be hidden damage. You should provide this estimate to the shop of your choice prior to commencement of work. If your shop finds additional damages or undiscovered damages, Travelers will work with your repairer to assess the appropriate scope of work. Your shop is instructed in this estimate to contact Travelers through its supplement process and the damages they discover must be reviewed and approved prior to repairing the vehicle In the event that you are not repairing your vehicle and believe that our estimate does not account for all of your damages, please contact your Claim professional to discuss and address your concerns and options.

Estimate of Record

2017 VW Golf Alltrack S w/Direct Shift Gearbox 4D WGN 4-1.8L Turbocharged Gasoline Gasoline Direct Injection White

Upon request, we will provide information regarding repair facilities that will repair the vehicle for the appraised amount if necessary.
If the appraisal specifies used parts the parts must be of like kind and quality or better than those being replaced.

ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME AND SUBJECTS THE PERSON TO CRIMINAL AND CIVIL PENALTIES.

THE FOLLOWING IS A LIST OF ABBREVIATIONS OR SYMBOLS THAT MAY BE USED TO DESCRIBE WORK TO BE DONE OR PARTS TO BE REPAIRED OR REPLACED:D=DISCONTINUED PART A=APPROXIMATE PRICE B=BODY LABOR D=DIAGNOSTIC E=ELECTRICAL F=FRAME G=GLASS M=MECHANICAL P=PAINT LABOR S=STRUCTURAL T=TAXED MISCELLANEOUS X=NON TAXED MISCELLANEOUS ADJ=ADJACENT ALGN=ALIGN A/M=AFTERMARKET BLND=BLEND CAPA=CERTIFIED AUTOMOTIVE PARTS ASSOCIATION D&R=DISCONNECT AND RECONNECT EST=ESTIMATE EXT. PRICE=UNIT PRICE MULTIPLIED BY THE QUANTITY INCL=INCLUDED MISC=MISCELLANEOUS NON-ADJ=NON ADJACENT O/H=OVERHAUL OP=OPERATION NO=LINE NUMBER QTY=QUANTITY QUAL RECY=QUALITY RECYCLED PART QUAL REPL=QUALITY REPLACEMENT PART COMP REPL PARTS=COMPETITIVE REPLACEMENT PARTS RECOND=RECONDITION REFN=REFINISH REPL=REPLACE R&I=REMOVE AND INSTALL R&R=REMOVE AND REPLACE RPR=REPAIR RT=RIGHT SECT=SECTION SUBL=SUBLET LT=LEFT W/O=WITHOUT W/_=WITH/_ #=MANUAL LINE ENTRY *=OTHER [IE..MOTORS DATABASE INFORMATION WAS CHANGED]. **=DATABASE LINE WITH AFTERMARKET N=NOTES ATTACHED TO LINE NAGS=NATIONAL AUTO GLASS SPECIFICATIONS. MQVP=MANUFACTURER'S QUALITY AND VALIDATION PROGRAM.OPT OEM=ORIGINAL EQUIPMENT MANUFACTURER PARTS EITHER OPTIONALLY SOURCED OR OTHERWISE PROVIDED WITH SOME UNIQUE PRICING OR DISCOUNT. NWCPP=NATIONWIDE CRASH PARTS PROGRAM.

THE ATTACHED ESTIMATE REPRESENTS AN APPRAISAL OF THE COST OF REPAIR FOR THE VISIBLE DAMAGE TO THE VEHICLE NOTED AT THE TIME OF INSPECTION NECESSARY TO RETURN THE VEHICLE TO ITS PREDAMAGED CONDITION. COSTS ABOVE THE APPRAISED AMOUNT MAY BE THE RESPONSIBILITY OF THE VEHICLE OWNER. THERE IS NO REQUIREMENT THAT THE VEHICLE OWNER USE ANY SPECIFIED REPAIR SHOP. INFORMATION REGARDING REPAIR FACILITIES WHICH WILL BE ABLE TO REPAIR THE VEHICLE FOR THE APPRAISED AMOUNT IS AVAILABLE FROM THE INSURANCE COMPANY. IF USED PARTS ARE SPECIFIED, THEY ARE REQUIRED TO BE OF LIKE KIND AND QUALITY TO THOSE BEING REPLACED. INCIDENTAL CHARGES SUCH AS TOWING, PROTECTIVE CARE, CUSTODY, STORAGE, DEPRECIATION, BATTERY AND TIRE REPLACEMENT ARE NOTED WHEN APPLICABLE.

Written By:_____ ANTHONY LUCCHESE _____

Appraiser License # :_____ 0000000 _____

MOTOR VEHICLE REPAIR PRACTICES ARE REGULATED BY CHAPTER ATCP 132, WIS. ADM. CODE, ADMINISTERED BY THE BUREAU OF CONSUMER PROTECTION, WISCONSIN DEPT. OF AGRICULTURE, TRADE AND CONSUMER PROTECTION, P.O. BOX 8911, MADISON, WISCONSIN 53708-8911.

Estimate of Record

2017 VW Golf Alltrack S w/Direct Shift Gearbox 4D WGN 4-1.8L Turbocharged Gasoline Gasoline Direct Injection White

THIS ESTIMATE HAS BEEN PREPARED BASED ON THE USE OF ONE OR MORE REPLACEMENT PARTS SUPPLIED BY A SOURCE OTHER THAN THE MANUFACTURER OF YOUR MOTOR VEHICLE. WARRANTIES APPLICABLE TO THESE REPLACEMENT PARTS ARE PROVIDED BY THE MANUFACTURER OR DISTRIBUTOR OF THE REPLACEMENT PARTS RATHER THAN BY THE MANUFACTURER OF YOUR MOTOR VEHICLE.

Estimate based on MOTOR CRASH ESTIMATING GUIDE and potentially other third party sources of data. Unless otherwise noted, (a) all items are derived from the Guide ERA9272, CCC Data Date 01/11/2021, and potentially other third party sources of data; and (b) the parts presented are OEM-parts. OEM parts are manufactured by or for the vehicle's Original Equipment Manufacturer (OEM) according to OEM's specifications for U.S. distribution. OEM parts are available at OE/Vehicle dealerships or the specified supplier. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships with discounted pricing. Asterisk (*) or Double Asterisk (**) indicates that the parts and/or labor data provided by third party sources of data may have been modified or may have come from an alternate data source. Tilde sign (~) items indicate MOTOR Not-Included Labor operations. The symbol (<>) indicates the refinish operation WILL NOT be performed as a separate procedure from the other panels in the estimate. Non-Original Equipment Manufacturer aftermarket parts are described as Non OEM, A/M or NAGS. Used parts are described as LKQ, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items indicate manual entries.

Some 2021 vehicles contain minor changes from the previous year. For those vehicles, prior to receiving updated data from the vehicle manufacturer, labor and parts data from the previous year may be used. The CCC ONE estimator has a list of applicable vehicles. Parts numbers and prices should be confirmed with the local dealership.

The following is a list of additional abbreviations or symbols that may be used to describe work to be done or parts to be repaired or replaced:

SYMBOLS FOLLOWING PART PRICE:
m=MOTOR Mechanical component. s=MOTOR Structural component. T=Miscellaneous Taxed charge category. X=Miscellaneous Non-Taxed charge category.

SYMBOLS FOLLOWING LABOR:
D=Diagnostic labor category. E=Electrical labor category. F=Frame labor category. G=Glass labor category. M=Mechanical labor category. S=Structural labor category. (numbers) 1 through 4=User Defined Labor Categories.

OTHER SYMBOLS AND ABBREVIATIONS:
Adj.=Adjacent. Algn.=Align. ALU=Aluminum. A/M=Aftermarket part. Blnd=Blend. BOR=Boron steel. CAPA=Certified Automotive Parts Association. D&R=Disconnect and Reconnect. HSS=High Strength Steel. HYD=Hydroformed Steel. Incl.=Included. LKQ=Like Kind and Quality. LT=Left. MAG=Magnesium. Non-Adj.=Non Adjacent. NSF=NSF International Certified Part. O/H=Overhaul. Qty=Quantity. Refn=Refinish. Repl=Replace. R&I=Remove and Install. R&R=Remove and Replace. Rpr=Repair. RT=Right. SAS=Sandwiched Steel. Sect=Section. Subl=Sublet. UHS=Ultra High Strength Steel. N=Note(s) associated with the estimate line.

Estimate of Record

2017 VW Golf Alltrack S w/Direct Shift Gearbox 4D WGN 4-1.8L Turbocharged Gasoline Gasoline Direct Injection White

CCC ONE Estimating - A product of CCC Information Services Inc.

The following is a list of abbreviations that may be used in CCC ONE Estimating that are not part of the MOTOR CRASH ESTIMATING GUIDE:
BAR=Bureau of Automotive Repair. EPA=Environmental Protection Agency. NHTSA= National Highway Transportation and Safety Administration. PDR=Paintless Dent Repair. VIN=Vehicle Identification Number.

II

R. O. No. _____ - 20 - 21. By CITY ADMINISTRATOR. February 15, 2021.

Submitting the City of Sheboygan 2021 Long Term Financial Plan to the Common Council.

FTP

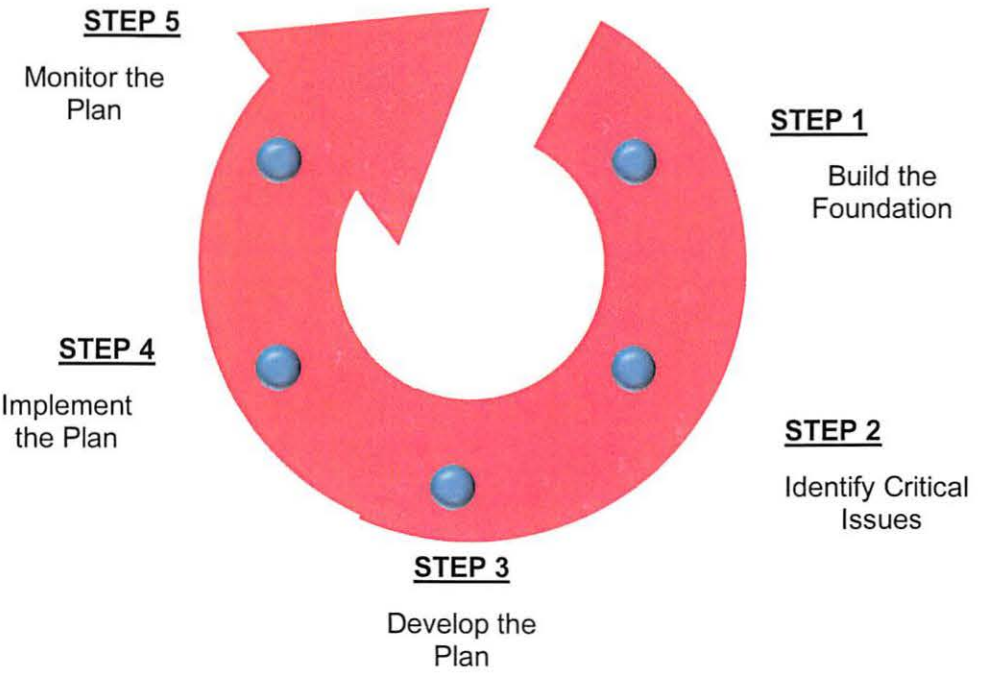
_____

City Administrator

LONG TERM FINANCIAL PLAN AND FISCAL POLICIES

The LTFP is a financial strategic plan

The City of Sheboygan, at the Common Council direction, annually prepares a comprehensive Long Term Financial Plan (LTFP), consistent with the City's Strategic Plan, and its Core Value of Stewardship, and its Focus Area of Governing and Fiscal Management. The LTFP is intended to serve as a tool, providing Common Council and the public with the insight required to address issues impacting the City's financial condition.



Long Term Financial Plan Process

Financial strategies have been identified to contribute to the five financial goals.

Ensure adequate funding: obtain adequate funding from multiple sources for requirements related to day-to-day operating commitments, capital equipment life cycle and infrastructure needs, as well as managing growth and development. This would encompass a balanced approach between understanding the timing and nature of operating expenditures to ensure they are matched with reliable and stable funding sources and capital funding related to infrastructure needs and maintaining capital assets. This strategy includes identifying costs and maintaining or increasing funding from existing and new revenue sources.

Achieving diverse sources of funding: identify actions related to alternative and innovative funding sources that will help the

City respond to the pressures of growth and redevelopment and reduce the reliance on property taxes. Property taxes, user fees and intergovernmental revenue are the traditional inelastic revenue sources used to meet expenditure requirements that are continually under upward pressure which can place stress on the city's financial position.

Managing expenditures: containing costs in order to limit pressure on revenue requirements maintain market competitiveness and/or reserve capacity to maintain service levels. This can be accomplished by increasing efficiencies in service delivery, setting spending priorities to ensure the most important areas are funded, and positioning the City as an efficient provider of services and infrastructure.

Providing for contingencies: prepare the City to manage risk and to be resilient when dealing with unforeseen circumstances while limiting the impact on services. This can be accomplished by monitoring economic and operational factors and forecasts in order to be able to respond to changing circumstances and ensuring that the City has access to enough funds to meet unforeseen urgent needs and manage risk appropriately.

Using debt strategically: providing capital funding flexibility by allowing infrastructure to be built and used before sufficient revenue has accumulated to offset needed investment. This can be accomplished by managing the level of debt and strategically making essential assets available as well as examining a wider range of debt financing instruments.

Operating with foresight: considering the current and future impacts of decisions on services and infrastructure. This includes maintaining or extending existing practices regarding a long-term approach in decision making.

Maintaining sufficient cash flow: allowing the City to pay the costs of supplying services and infrastructure throughout the year to match expenditure requirements, including debt service.

Promoting and enabling integration of priorities and resources: identifying and encouraging awareness of the financial implications of policy making and decision making on the city's financial position. This can be accomplished by linking needs and actions to resources, responsibilities and timeliness among stakeholders, promoting greater efficiency by reducing duplication of effort or working at cross purposes and managing growth and development.

The Long Term Financial Plan process

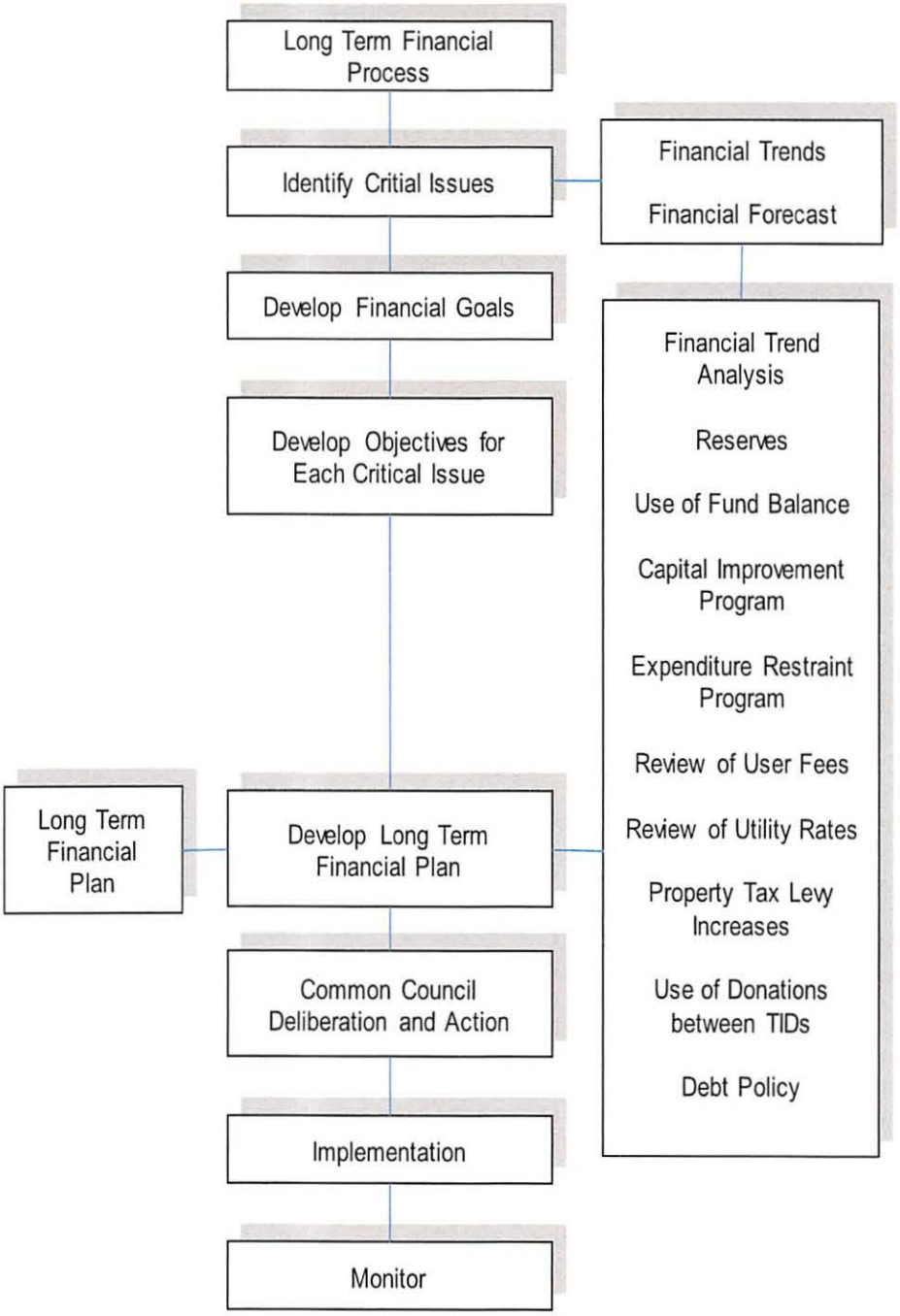
The City's LTFP begins by identifying several critical areas which have, or are expected to have, an impact on the financial condition of the City over the next five years. Once the critical issues are identified, specific goals and objectives are developed for each project designed to meet the overall goal of the project.

To provide a clear and concise Long Term Financial Plan, identifying the City's current and projected financial condition, and proposing specific alternatives to address identified problems.

The Management Team is responsible for keeping the process on track and on schedule. In addition, the Team identifies their goals and objectives are met. The key message expressed to the Management Team is that the LTFP must be clear and concise while providing very specific and practical recommendations.

The LTFP is presented in detail to the Common Council. The Finance and Personnel Committee reviewed the initial proposal in February, 2021. The next section contains the schedule followed by the Common Council as they develop or update an action plan that the City will implement as a part of the annual budget process:

The chart on the following page graphically depicts the process involved in developing the city's LTFP. This project is largely conducted by the City's Management Team.



Schedule

February or March: LTFP provided to the Finance and Personnel Committee.
March or April: Public input and Common Council adoption

The LTFP represents elements of the city's Fiscal Policy.

The LTFP for the City of Sheboygan represents the ongoing commitment to implement its Strategic Plan core value Stewardship, and focus area of Governing and Fiscal Management. On an annual basis, the LTFP has been incorporated into the development, deliberation and approval of the Annual Program Budget. The plan is intended to be a well

thought-out analysis of the issues that may affect the finances of the City of Sheboygan.

Trends & Forecast are the foundation of the LTFP

The LTFP uses financial trends and forecasts to identify future financial challenges and opportunities, and then identifies strategies to secure financial sustainability within these same challenges and opportunities. The trends and forecast must identify how, from a financial perspective, the City will provide a consistent level of public services and also addresses special issues of concern to the community.

Financial Sustainability

Funding sufficiency: having sufficient resources to support the delivery of services. This goal not only refers to the amount of funding but also to the consistency in funding level changes relative to changes in expenditures and the diversity of funding sources.

Integration: ensuring that the financial constraints under which the City operates are fully considered when engaged in policy-making and decision-making.

Credibility: achieving financial performance in a way that maintains public confidence in the City's ability to provide services and infrastructure at expected levels. Financial decisions should be consistent with the overall goal of financial sustainability. Services must be valuable to residents and the benefits provided must be perceived that the services are in proportion to the taxes and fees paid.

Input from Multi-Year City Plans

Common Council-approved multi-year Capital Improvements Program is included in the Long Term Financial Plan as it will impact the finances of the City over the next five years.

From a fiscal perspective, the City's financial picture is positive. The General Fund's fund balance exceeds the City's policy of a minimum 25 percent of expenditures, largely due to significant expenditure savings experienced over the last few years.

Overall, the City is in excellent financial shape and should be able to accommodate the expenditure growth that is anticipated over the next ten years.

State of Wisconsin restrictions on local governments

External factors imposed by the State of Wisconsin have played a key role in shaping the City's financial picture. These factors include restrictions on property tax levy increases and restrictions on new or increase in existing user fees without corresponding reductions in property tax level.

Several City funds are tied directly to development and consequently, are expanding. The active Tax Incremental Districts (TIDs) all have a positive financial outlook, as the increment is sufficient to meet obligations, or serve to donate

funds to other districts. The City also has capacity to develop additional TIDs within the 12 percent capacity limit established by the WI Department of Revenue.

The LTFP provides a framework from which the Common Council and City staff can frame future financial decisions.

As outlined in the 2021 Annual Program Budget, the recommendations from the City's multi-year plans are included in the LTFP as they impact the finances of the City. All of the plans were utilized in LTFP analysis of the General Fund, tax levy and TID's. The fiscal related issues include:

- *Financial Trend Analysis* - All operating position and debt indicators were favorable.
- *Reserves* - The General Fund target is maintaining a minimum of 25 percent uncommitted fund balance. The LTFP indicates that a 25 percent uncommitted fund balance is attainable through the ten year period.
- *Use of Fund Balance as a revenue source* – The City policy restricts the amount of undesignated fund balance for the General Fund that is applied to the budget for the ensuing year shall not reduce the undesignated fund balance below an amount equal to 25 percent of the ensuing year's General Fund expenditures.
- *Capital Improvements Program* – The Five Year Capital Improvements Program includes requests from all City departments for assets and infrastructure improvements, including TIDs. The Five Year Capital Improvements Program is funded from tax levy, debt issuance, contributions and federal, state and local grant funding.
- *Expenditure Restraint Program* – The analysis presumes the City will remain eligible for this State of Wisconsin program which rewards operating (funds affected by the tax levy) budgets who budget annually at or below inflation plus a percentage of net new construction. The LTFP projects expenditures based on projected inflation.
- *Decrease in Utility Aid Revenue* – Utility Aid revenue received from the State of Wisconsin is diminishing resulting from the closure of power plants located within City limits.
- *Review of User Fees* – The City's Management Team reviews existing fees for consideration of increases annually.
- *Review of Utility User Fee Rates* – Rates are reviewed annually for possible adjustments.
- *Use of Donations between TIDs* – The city has a number of well performing Tax Incremental District (TID) with capacity to donate to other underperforming TIDs.
- *Debt Policy* – This policy establishes parameters for issuing and managing debt. No more than 60 percent of

the State of Wisconsin's limit of 5 percent of equalized value.

A financial projection of the General Fund, Debt Service Fund and tax levy requirements is included in the LTFP. An analysis of the TIDs is conducted annually.

An analysis of General Fund revenues and expenditures as well as the General Fund's fund balance is conducted annually. Based on actual and current budgeted revenues and expenditures as well as annual CPI changes, a five year forecast was developed.

General Fund Revenue Assumptions

Revenue Assumptions:

- Property Tax Levy – Current State limits continue. Tax levy increases for all funds limited to net new construction (floor of zero percent), adjustments to debt service, and additional adjustments due to annexations, transfer of services to/from another municipality, adjustments due to increases of fees for tax levy supported services and amounts approved by referendum. The 2020 levy increased slightly due to a majority of net new construction development occurring in TIDs.
- Intergovernmental Revenue – Current State funding is mostly stable with continuation of transportation aids, expenditure restraint program, and state shared revenue program. The exception is Transportation Aids which will continue to increase based upon the State formula which recognizes the City's increase in transportation-related expenses.
- All Other Revenue – Includes Permits and Licenses, Fines and Forfeitures, Charges for Services, and Miscellaneous Revenue. Construction-related permits are anticipated to be stagnant. All other revenues in this classification anticipated to remain stable.
- Other Financing Sources – Conservatively estimated with slight change or no change.

General Fund Expenditures Assumptions

Expenditure Assumptions

- Personnel Expenditures (Personal Services) - Wages and benefits, including Wisconsin Retirement System (rates determined by the state) and health insurance (self-insured by the City of Sheboygan). A major portion of expenditures are wage related. A two percent wage increase is included in the 2021 budget.
- Non-Personnel Expenditures (Non-Personal Services) – Contracted services, office supplies, utilities, gasoline, liability and property insurance, training and conferences and communication are the main expenses.

Based upon these assumptions, the 2021 General Fund budget will utilize approximately $6,954,561 in fund balance. Use of this Fund Balance includes purchase and construction of the new Senior Center. Typically due to conservative budget assumptions, little to no actual use of these funds is typically necessary. Regardless, the General Fund budget projects a fund balance which will exceed the fund balance policy of maintaining a minimum of 25 percent.

Tax Levy Revenue

Tax Levy Revenue – Tax levy revenue is the largest revenue source for city services and projects.

Tax levy revenue is collected for the following funds:

- General – Largest tax levy portion is allocated to this fund which is the operating fund of the City. Increases in the property tax allocation are expected to increase slightly.
- Library – Tax levy portion allocated to Mead Public Library Fund will increased in 2021 slightly for the fourth consecutive year.
- Park, Forestry and Open Space – Tax levy funding, which was first allocated in 2017, will continue to be $110,000 to fund capital items.
- G.O. Debt Service – Tax levy portion allocated to G.O. Debt Service Fund will continue to increase to accommodate the increase in annual debt service payments, which are the result of an enhanced street improvement plan.
- Capital Projects – Tax levy for capital projects has been allocated to the Capital Project Fund, starting with the 2017 Annual Program Budget. In the 2021 budget, the amount allocated remains unchanged.
- Transit – Tax levy portion allocated to the Transit Utility Fund decreased slightly in 2021.

Tax levy limits under current state law may change with future legislation. Changes to the law will require adjustments to future long-range forecasts as necessary. Future limitations could impact the ability of the City to deliver services.

Summary

The LTFP is designed to be a dynamic document that is modified based on current or new conditions. External factors play a key role in determining the financial picture of the City. The external factors include legislation approved by the State of Wisconsin, development and the economy. These factors may impact the financial picture positively or negatively.

The current financial situation reflects a strong financial position, prudent fiscal practices and solid reserves for the funds included on the LTFP.

II

R. O. No. _____ - 20 - 21. By DIRECTOR OF PUBLIC WORKS. February 15, 2021.

Submitting an analysis of the Motor Vehicle Division of the Department of Public Works non-commercial driver's license vehicles (Non- CDL light duty by Enterprise Fleet Management). The analysis describes the current state of the fleet and its limitations, provides alternatives to shorten the life cycle and maximize the equity at the time of resale. In addition, the program will improve operating and capital financials.

F+P and PW

_____

Director of Public Works

FLEET MANAGEMENT

PREPARED FOR:

Matt Jaskowiak	(262) 442-2602	Matthew.F.Jaskowiak@efleets.com
FLEET CONSULTANT	PHONE	EMAIL

FLEET

SUPPORT FLEET SYNOPSIS | City of Sheboygan, WI

FLEET MANAGEMENT

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THE SITUATION

Current fleet of 59 NON CDL Vehicles

- **64%** of the light and medium duty fleet is currently 10 years or older
- **12.3 years** is the current average age of the fleet
- **20 years** – time it would take to cycle this entire segment of the City's fleet at current acquisition rates
- Older vehicles have higher fuel costs, maintenance costs and tend to be unreliable, causing increased downtime, higher maintenance costs, and loss of productivity.
- **18** different vehicle types that cover 59 total vehicles

THE OBJECTIVES

Identify an effective vehicle life cycle that maximizes potential equity at time of resale

- Shorten the current average vehicle life cycle from **20 years** closer to **3 years**
- Provide a lower sustainable fleet cost that is predictable year over year
- Significantly reduce Maintenance by up to an estimated **64%**
- Reduce the overall fuel spend through more fuel-efficient vehicles by an estimated **20%** while improving the carbon footprint
- Leverage an open-ended lease to maximize cash flow opportunities and recognize equity after sale of vehicles
- Review program with dedicated local account team from Enterprise

Additional Benefits

- Improved Safety and Risk with newer vehicles and up to date safety technology
- Less downtime and more time for City mechanics to focus on larger, more expensive vehicles/equipment/tasks
- Replacing vehicles more frequently offers the best vehicles for the job and most cost-effective options consistently
- Each department will have the perfect vehicle type for the application without having to hand me down

THE RESULTS

By partnering with Enterprise Fleet Management, the City of Sheboygan will be better able to leverage its buying power, implement a tighter controlled resale program to lower total cost of ownership and in turn minimize operational spend. Leveraging an open-ended lease maximizes cash flow and recognizes equity from vehicles sold creating an internal replacement fund. Furthermore, the City of Sheboygan will leverage Enterprise Fleet Management's ability to sell vehicles at an average of **111%** above the commercial/Black Book value. By shifting from reactively replacing inoperable vehicles to proactively planning vehicle purchases, the City of Sheboygan will have a much more sustainable and predictable budget moving forward.

Major Financial Findings*:

- The city to save anywhere from **($800,000-$1,000,000)** over the next 10 years **depends on vehicle selection*
  - Includes, selling current vehicles, leasing new vehicles, maintenance savings, and fuel savings
  - The city to show year in and year out, sustainable annual savings anywhere from **($40,000 - $64,000)**
  - Over 10 years, the city should see $385,000 in hard dollar maintenance savings
  - Over 10 years, the city should see a near $100,000 fuel savings

** does not includes downtime savings from administrative benefits or productivity improvements*

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FLEET PROFILE | CITY OF SHEBOYGAN

Fleet Profile

Vehicle Type	# of Type	Average Age (years)	Average Annual Mileage
Minivan-Cargo	1	9.2	2,100
Minivan-Passenger	1	13.2	5,800
1/2 Ton Van Cargo	2	17.8	2,500
Mid Size SUV 4x4	1	8.1	9,800
Compact Pickup Reg 4x4	1	13.2	3,700
Compact Pickup Ext 4x4	4	15.3	5,000
Compact Pickup Quad 4x4	2	15.3	4,800
1/2 Ton Pickup Reg 4x2	1	2.0	5,000
1/2 Ton Pickup Reg 4x4	6	2.9	4,800
1/2 Ton Pickup Ext 4x2	1	5.1	3,300
1/2 Ton Pickup Ext 4x4	3	10.8	3,900
1/2 Ton Pickup Quad 4x4	1	9.2	3,700
3/4 Ton Pickup Reg 4x2	11	16.6	4,500
3/4 Ton Pickup Reg 4x4	4	15.3	3,700
3/4 Ton Pickup Ext 4x2	1	12.2	2,000
3/4 Ton Pickup Ext 4x4	2	5.1	4,000
3/4 Ton Pickup Quad 4x4	1	4.1	3,000
1 Ton Cab Chassis	16	13.8	3,000
Totals/Averages	59	12.3	4,000

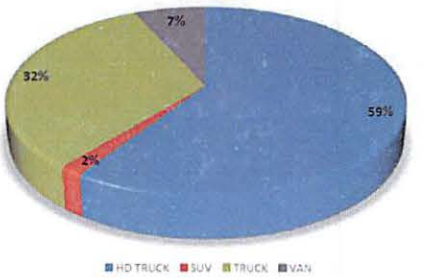
Fleet Replacement Schedule

2021	2022	2023	2024	2025	Under-Utilized
1	0	0	0	0	0
1	0	0	0	0	0
2	0	0	0	0	0
1	0	0	0	0	0
1	0	0	0	0	0
4	0	0	0	0	0
2	0	0	0	0	0
1	0	0	0	0	0
6	0	0	0	0	0
1	0	0	0	0	0
3	0	0	0	0	0
1	0	0	0	0	0
11	0	0	0	0	0
4	0	0	0	0	0
1	0	0	0	0	0
2	0	0	0	0	0
1	0	0	0	0	0
16	0	0	0	0	0
59	0	0	0	0	0

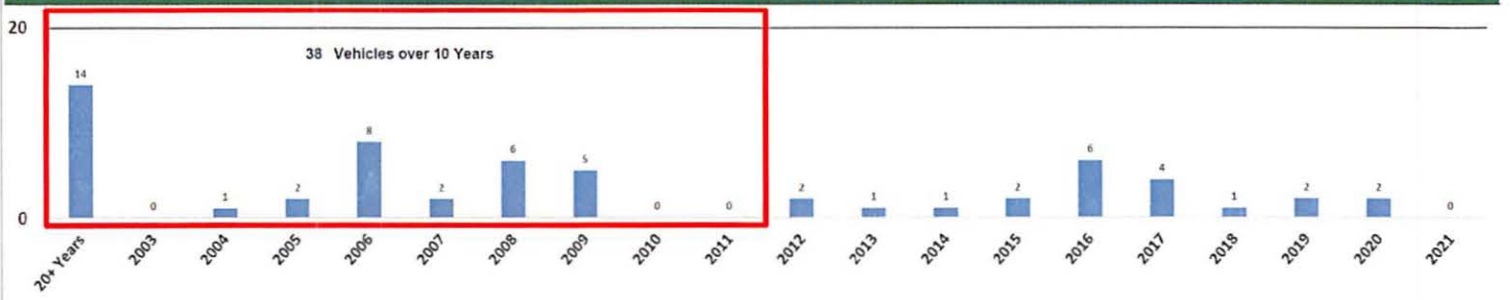
Replacement Criteria

* Fiscal Year 2021 = 15 years old and older, or odometer over 80,000
* Fiscal Year 2022 = 8 years old and older, or odometer over 70,000
* Fiscal Year 2023 = 5 years old and older, or odometer over 50,000
* Fiscal Year 2024 = 4 years old and older, or odometer over 25,000
* Fiscal Year 2025 = Remaining Vehicles
* Underutilized = Annual Mileage less than 1,000

Vehicle Types



Model Year Analysis



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CITY OF SHEBOYGAN FLEET LIST

DEPT	VIN	Department	Year	Make	Model	Current Odometer	City Vehicles Current Value	New Vehicle Types
Streets	3B6MC36W21M281260	City of Sheboygan	2001	Dodge	Ram 3500 Chassis	39,179	$1,000	1 Ton Cab Chassis
Streets	1GBJC34U02E272035	City of Sheboygan	2002	Chevrolet	Silverado 3500 Chassis	46,025	$1,000	1 Ton Cab Chassis
Streets	1GBJK341X2E107554	City of Sheboygan	2002	Chevrolet	Silverado 3500 Chassis	51,190	$2,500	1 Ton Cab Chassis
Streets	1FDWF36S31ED33263	City of Sheboygan	2001	Ford	F-350 Chassis	55,882	$500	1 Ton Cab Chassis
Streets	1GBJK34DX6E256711	City of Sheboygan	2006	Chevrolet	Silverado 3500 Chassis	44,356	$5,000	1 Ton Cab Chassis
Parks	1GBJK34D26E256279	City of Sheboygan	2006	Chevrolet	Silverado 3500 Chassis	54,673	$5,500	1 Ton Cab Chassis
Parks	1GBJK34264E259794	City of Sheboygan	2004	Chevrolet	Silverado 3500 Chassis	70,070	$1,500	1 Ton Cab Chassis
Streets	1GBJK34132E107315	City of Sheboygan	2002	Chevrolet	Silverado 3500 Chassis	84,502	$2,500	1 Ton Cab Chassis
Streets	3D6WG46D27G766108	City of Sheboygan	2007	Dodge	Ram 3500 Heavy Duty Chassis	38,152	$5,500	1 Ton Cab Chassis
Streets	3D6WG46D47G766109	City of Sheboygan	2007	Dodge	Ram 3500 Heavy Duty Chassis	38,810	$5,500	1 Ton Cab Chassis
Motor Vehic	1FDWF37R19EA51386	City of Sheboygan	2009	Ford	F-350 Chassis	38,266	$12,000	1 Ton Cab Chassis
Streets	1GBJK34638E184982	City of Sheboygan	2008	Chevrolet	Silverado 3500HD Chassis	54,598	$9,000	1 Ton Cab Chassis
Cemetery	1GB3KYCG4FZ547442	City of Sheboygan	2015	Chevrolet	Silverado 3500HD Chassis	6,578	$23,000	1 Ton Cab Chassis
Streets	1GB3KYCG3FZ547447	City of Sheboygan	2015	Chevrolet	Silverado 3500HD Chassis	15,426	$23,000	1 Ton Cab Chassis
Streets	1GB3KYCGXGZ387195	City of Sheboygan	2016	Chevrolet	Silverado 3500HD Chassis	19,443	$25,500	1 Ton Cab Chassis
Parks	1GB3GRCG5J1332120	City of Sheboygan	2018	Chevrolet	Express Cutaway	10,183	$20,500	1 Ton Cab Chassis
Parks	3B7KC26Z21M561736	City of Sheboygan	2001	Dodge	Ram 2500 Chassis	61,693	$500	1 Ton Cab Chassis
Marina	3B7KF26Z21M283928	City of Sheboygan	2001	Dodge	Ram 2500 Chassis	89,697	$1,000	1 Ton Cab Chassis
Parks	3B7KF26Z31M563647	City of Sheboygan	2001	Dodge	Ram 2500 Chassis	90,902	$1,000	1 Ton Cab Chassis
Paint	3B7KC26Z91M561734	City of Sheboygan	2001	Dodge	Ram 2500 Chassis	77,230	$500	1 Ton Cab Chassis
Parks	1FTEX1CF6GKF56836	City of Sheboygan	2016	Ford	F-150	16,900	$21,000	1/2 Ton Pickup Crew 4x4
Streets	1GCEK14T01Z282289	City of Sheboygan	2001	Chevrolet	Silverado 1500	90,726	$1,500	1/2 Ton Pickup Crew 4x4
Tim Bull	1FTEX1EF1GKF56837	City of Sheboygan	2016	Ford	F-150	17,276	$23,500	1/2 Ton Pickup Crew 4x4
Jason Blaisc	1GCVKPEC1EZ286374	City of Sheboygan	2014	Chevrolet	Silverado 1500	27,358	$18,000	1/2 Ton Pickup Crew 4x4
Dave Biebel	1FTFW1EF8CFC22623	City of Sheboygan	2012	Ford	F-150	33,598	$12,500	1/2 Ton Pickup Crew 4x4
Joe Kerlin	3GCNWAEF7KG218829	City of Sheboygan	2019	Chevrolet	Silverado 1500	3,462	$22,500	1/2 Ton Pickup Crew 4x4
Brandon Mu	1GCNKNEC0GZ385551	City of Sheboygan	2016	Chevrolet	Silverado 1500	27,840	$19,000	1/2 Ton Pickup Crew 4x4
Dave Groves	1GCNKNEC6HZ326196	City of Sheboygan	2017	Chevrolet	Silverado 1500	14,466	$22,000	1/2 Ton Pickup Crew 4x4
Streets	1GCNKNEC0HZ326193	City of Sheboygan	2017	Chevrolet	Silverado 1500	19,642	$21,500	1/2 Ton Pickup Crew 4x4
Deland Park	3GCNYAEF7LG347035	City of Sheboygan	2020	Chevrolet	Silverado 1500	222	$29,000	1/2 Ton Pickup Crew 4x4
Engineering	3GCNYAEF7LG348413	City of Sheboygan	2020	Chevrolet	Silverado 1500	413	$29,000	1/2 Ton Pickup Crew 4x4
Mike Willian	3GCNYAEF8KG217165	City of Sheboygan	2019	Chevrolet	Silverado 1500	1,494	$26,500	1/2 Ton Pickup Crew 4x4
Maywood	1GCDT196268250906	City of Sheboygan	2006	Chevrolet	Colorado	48,617	$2,000	1/2 Ton Pickup Crew 4x4
Parks	1GCDT196968289525	City of Sheboygan	2006	Chevrolet	Colorado	60,246	$2,000	1/2 Ton Pickup Crew 4x4
Ken Meinert	1GCDT196868286633	City of Sheboygan	2006	Chevrolet	Colorado	73,985	$2,000	1/2 Ton Pickup Crew 4x4
Jordan Sucha	1GCDT196X68286553	City of Sheboygan	2006	Chevrolet	Colorado	119,360	$1,800	1/2 Ton Pickup Crew 4x4
Engineering	1GCDT136468248356	City of Sheboygan	2006	Chevrolet	Colorado	67,734	$3,500	1/2 Ton Pickup Crew 4x4
Engineering	1GCDT136068247351	City of Sheboygan	2006	Chevrolet	Colorado	77,368	$3,500	1/2 Ton Pickup Crew 4x4
Parks	1GCDT14E388197019	City of Sheboygan	2008	Chevrolet	Colorado	48,840	$1,500	1/2 Ton Pickup Crew 4x4
Scott Winter	1FM5K8AR3DGC40924	City of Sheboygan	2013	Ford	Utility Police Interceptor	79,384	$5,000	1/2 Ton Pickup Crew 4x4
Mayor	2D8HN44H68R717386	City of Sheboygan	2008	Dodge	Grand Caravan	75,765	$500	1/2 Ton Pickup Crew 4x4
Buildings/Ge	1GCFG25R0W1100692	City of Sheboygan	1998	Chevy Cargo Vans	Chevy Van	63,135	$500	3/4 Ton Cargo Van
Buildings/Ge	1FTNE14L29DA46033	City of Sheboygan	2009	Ford	E-150	28,157	$5,000	3/4 Ton Cargo Van
Buildings/Ge	NM0LS7DN3CT079508	City of Sheboygan	2012	Ford	Transit Connect	19,038	$6,000	3/4 Ton Cargo Van
Engineering	1FTNX205X9EA28848	City of Sheboygan	2009	Ford	F-250	23,790	$4,000	3/4 Ton Pickup Crew 4x4
Parks	1GC2KUEG7GZ370514	City of Sheboygan	2016	Chevrolet	Silverado 2500HD	14,852	$26,000	3/4 Ton Pickup Crew 4x4
Parks	1GC2KUEGXGZ370801	City of Sheboygan	2016	Chevrolet	Silverado 2500HD	25,715	$25,500	3/4 Ton Pickup Crew 4x4
Engineering	1GC1KUEG0HF187390	City of Sheboygan	2017	Chevrolet	Silverado 2500HD	12,439	$30,000	3/4 Ton Pickup Crew 4x4
Tar	1GCGC24R3YR225675	City of Sheboygan	2000	Chevrolet	C2500	61,916	$500	3/4 Ton Pickup Reg 4x4
Tar	3D7KR26DX5G799797	City of Sheboygan	2005	Dodge	Ram 2500	62,688	$1,000	3/4 Ton Pickup Reg 4x4
Brian Muelb	1GCGK29R7YF474929	City of Sheboygan	2000	Chevrolet	K2500	86,481	$1,000	3/4 Ton Pickup Reg 4x4
Grass	1GCHC23U22F247136	City of Sheboygan	2002	Chevrolet	Silverado 2500 HD	81,354	$2,200	3/4 Ton Pickup Reg 4x4
Sewer	1GCHC24K48E184343	City of Sheboygan	2008	Chevrolet	Silverado 2500HD	88,855	$2,500	3/4 Ton Pickup Reg 4x4
Bruce Matzd	1GCHC24KX8E184511	City of Sheboygan	2008	Chevrolet	Silverado 2500HD	121,692	$2,500	3/4 Ton Pickup Reg 4x4
Sign	1GCHC24K48E184293	City of Sheboygan	2008	Chevrolet	Silverado 2500HD	39,494	$2,700	3/4 Ton Pickup Reg 4x4
Paint	1FTNF20549EA28847	City of Sheboygan	2009	Ford	F-250	45,236	$2,500	3/4 Ton Pickup Reg 4x4
Sign	1FTNF20529EA28846	City of Sheboygan	2009	Ford	F-250	60,098	$2,500	3/4 Ton Pickup Reg 4x4
Streets	3D7KS26D05G800038	City of Sheboygan	2005	Dodge	Ram 2500	69,165	$1,800	3/4 Ton Pickup Reg 4x4
Sign	1GC0KUEG5HZ305427	City of Sheboygan	2017	Chevrolet	Silverado 2500HD	6,952	$28,000	3/4 Ton Pickup Reg 4x4
							$558,500	

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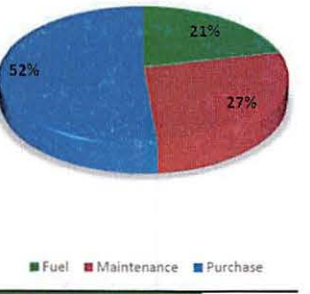
10 Year Cash Flow – 3 Year Cycle | CITY OF SHEBOYGAN

City of Sheboygan - Fleet Planning Analysis

Current Fleet	59	Fleet Growth	0.00%	Proposed Fleet	59
Current Cycle	19.67	Annual Miles	4,000	Proposed Cycle	2.81
Current Maint.	$84.50			Proposed Maint.	$30.01
Maint. Cents Per Mile	$0.25	Current MPG	10	Price/Gallon	$2.00

Fleet Costs Analysis

Fleet Mix						Fleet Cost						Annual
Fiscal Year	Fleet Size	Annual Needs	Owned	Leased	Purchase	Lease*	Equity (Owned)	Equity (Leased)	Total Capital Outlay	Maintenance	Fuel	Fleet Budget	Net Cash
Average	59	3.0	59	0	113,377	0				59,826	47,200	220,403	0
'21	59	59	0	59	0	458,411	(558,500)	(170,149)	-270,238	21,247	37,760	-211,231	431,634
'22	59	21	0	59	0	458,411	0	(325,340)	133,071	21,247	37,760	192,078	28,325
'23	59	36	0	59	0	458,411	0	(170,149)	288,262	21,247	37,760	347,269	-126,866
'24	59	21	0	59	0	458,411	0	(325,340)	133,071	21,247	37,760	192,078	28,325
'25	59	36	0	59	0	458,411	0	(535,368)	-76,956	21,247	37,760	-17,950	238,352
'26	59	44	0	59	0	458,411		(325,340)	133,071	21,247	37,760	192,078	28,325
'27	59	36	0	59	0	458,411		(170,149)	288,262	21,247	37,760	347,269	-126,866
'28	59	21	0	59	0	458,411		(325,340)	133,071	21,247	37,760	192,078	28,325
'29	59	36	0	59	0	458,411		(170,149)	288,262	21,247	37,760	347,269	-126,866
'30	59	21	0	59	0	458,411		(690,559)	-232,148	21,247	37,760	-173,141	393,544



Average Annual Capital Budget: **$81,772**

10 Year Savings | $796,230 | Avg. Sustainable Savings | $39,292

10 Year Savings: $796,230

Annual Sustainable Savings: $39,29

2021 Menu Pricing | CITY OF SHEBOYGAN

Vehicle Type	Year	Make	Model	Trim Level
3/4 Ton Cargo Van	2021	Ford	Transit 250	Base Low Roof
1/2 Ton Pickup	2021	Ram	1500	Crew Cab 4x4
3/4 Ton Pickup	2021	Ram	2500	Reg Cab 4x4
3/4 Ton Pickup	2021	Ram	2500	Crew Cab 4x4
1 Ton Chassis	2021	Ram	3500 Chassis	Reg Cab 4x4

Equity Lease Menu Pricing - MY 2021

Vehicle Type	Quantity	Term	Estimated Annual Mileage	Est. Capitalized Price - built w/ standard options	Monthly Cost (Lease Rate)*	Upfit Cost - Capped into Vehicle	2021 or 12 Month Cash Outlay	EFM Quote #	Scotts FMV @ Term
3/4 Ton Cargo Van	3	60	5,000	$33,868	$526		$18,936	4907723	$19,000
1/2 Ton Pickup	21	12	5,000	$32,600	$540		$136,080	4910901	$36,000
3/4 Ton Pickup Reg Cab	11	24	5,000	$31,928	$522		$68,904	4907638	$32,000
3/4 Ton Pickup Crew Cab	4	24	5,000	$32,100	$525		$25,200	4882574	$35,000
1 Ton Chassis	20	60	5,000	$49,000	$872	$15,000	$209,280	4882607	$22,000
	59						$458,400		

Year 1 or 12 Month Total Spend - Cash Out	Total Equity on selling 59 Current Vehicles	Cash Outlay (+/-) in Year 1 or first 12 months
$458,400	($558,500)	($100,100)

2021 Est. Total Spend (New Vehicles Deliver July 2021)	Total Equity on selling 59 Current Vehicles	Cash Outlay (+/-) in 2021
$229,200	($558,500)	($329,300)

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CASE STUDY – CITY OF WAUSAU

CASE STUDY | CITY OF WAUSAU

enterprise FLEET MANAGEMENT

City of Wausau Improves Light-Duty Fleet and Saves More Than $482K Over 4-Years.

BACKGROUND

Location:	Wausau, WI
Industry:	Government
Total vehicles:	64 vehicles

THE PROBLEM

The City of Wausau's light-duty fleet had an average age of 9 years. City mechanics were spending time reactively handling maintenance and repairs to keep the aging vehicles on the road. Maintenance and fuel expenses continually increased for the city as aged vehicles lost efficiency over time. The city's budget for the fleet dictated when vehicles could be replaced. Once vehicles qualified for replacement by the city's standards, they had very little resale value and were only being sold through public auction.

THE SOLUTION

Enterprise Fleet Management proposed a 4-year replacement strategy to help refresh the City's Light-Duty Fleet. By leveraging a Government Equity Lease funding platform, they were able to replace vehicles each year to fit within their purchase budget. With a replacement strategy that had them cycling vehicles faster, the City has seen an increase in resale returns.

"The decision to work with Enterprise Fleet Management to improve our light-duty fleet has been one of the best we've made. Not only are we seeing the financial savings, but our mechanics have been able to focus more of their time on more expensive, specialized equipment and machinery. Our employees also appreciate driving newer, safer vehicles with better features to make doing their job easier."

– Mark Hansen, Fleet and Facilities Manager

THE SOLUTION

Additional benefits to the replacement strategy include a 35% improvement in fuel economy, and an average of $30,000 in annual maintenance costs.

THE RESULTS

The City of Wausau has experienced a $482,697 net budget savings over the past 4 years compared to the average budget prior to partnering with Enterprise Fleet Management. These savings were realized even as the total miles traveled by the City increased from 118,000 in 2015 to roughly 328,000 total annual miles in 2019 (177% increase). The partnership has also allowed the City of Wausau to reduce the average age of their vehicles down to 4 years, and presents creative opportunities, as in 2019, when the City was able to turn in 4 leases early for net cash return of $33,961.

To learn more, visit efleets.com or call 877-23-FLEET.

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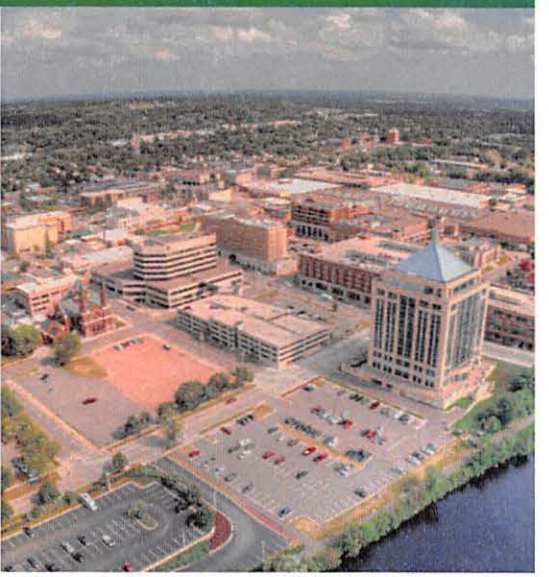

Key Results

$482,697
NET BUDGET SAVINGS OVER 4 YEARS

35%
IMPROVEMENT AVERAGE MPG OVER 4 YEARS

177%
INCREASE IN ANNUAL MILEAGE WITH AVERAGE ANNUAL FLEET SAVINGS OF 38%

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ACCOUNT MANAGEMENT

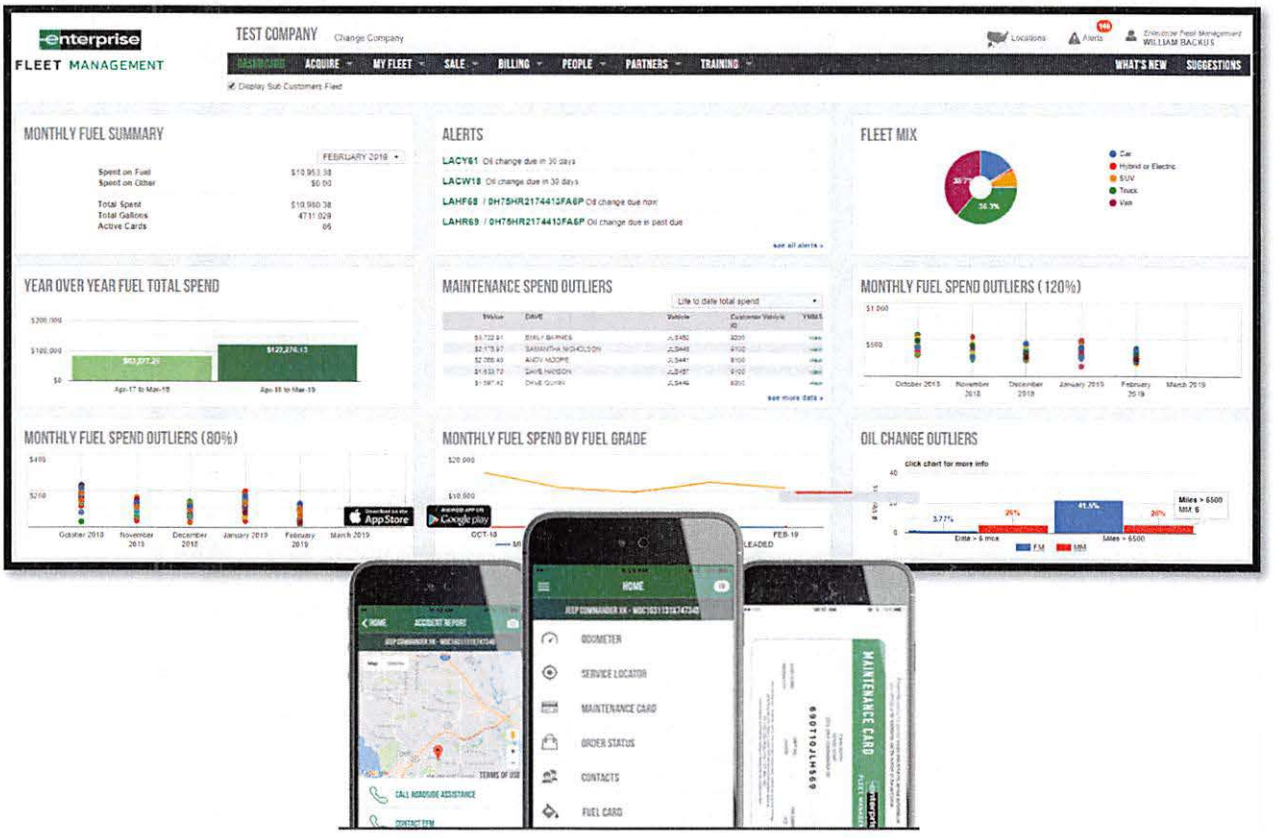
The City of Sheboygan will have a dedicated, local account team to proactively manage and develop your fleet while delivering the highest level of customer service to facilitate your day-to-day needs.

- Your dedicated Account Manager meets with you 2-3 times a year for both financial and strategic planning.
- Your Account Manager will provide on-going analysis – this will include most cost-effective vehicle makes/models, cents per mile, total cost of ownership, and replacement analysis.

TECHNOLOGY

Enterprise Fleet Management's website provides vehicle tracking, reporting, and metrics. Our website can be customized to view a wide range of data so that you may have a comprehensive and detailed look at all aspects of your fleet and the services provided. Our Mobile App gives drivers all of the convenience and functionality they need.

- **Consolidated Invoices** - Includes lease, maintenance, and any additional ancillaries
- **Maintenance Utilization** - Review the life-to-date maintenance per vehicle
- **Recall Information** - See which units have open recalls
- **License & Registration** - See which plate renewals are being processed by Enterprise and view status
- **Alerts** - Set customizable alerts for oil changes, lease renewals, license renewals, and billing data
- **Lifecycle Analysis** - See data regarding all transactions for the lifecycle of the entire fleet, with drill-down capability to any specific lease or transaction



enterprise
FLEET MANAGEMENT
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ENTERPRISE FLEET CLIENTS & REFERENCES

CURRENT PARTNERS:

- City of La Crosse
- Marathon County
- City of Manitowoc
- City of Wausau
- City of West Bend
- Shawano County
- City of Oak Creek
- City of Ashland
- City of Two Rivers
- Dunn County
- Buffalo County
- Grant County
- Polk County
- La Crosse County
- Oconto County
- City of Sparta
- Langlade County
- City of Platteville
- City of Green Bay

REFERENCE:

Below is a list of at least two (2) client references including company name, contact person, and telephone number.

1. City: **City of Manitowoc**

   Business Phone #: (920) 686-6961

   Contact Person: Shawn Alfred, Finance Director

2. City: **City of Oak Creek**

   Business Phone #: (414) 766-7060

   Contact Person: Andrew Vickers, City Administrator

Purchasing Cooperatives Enterprise is Partnered with:

- TIPS/TAPS USA
- SOURCEWELL

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City of Sheboygan - Fleet Planning Analysis

enterprise FLEET MANAGEMENT

Current Fleet Total	59	Annual Miles Per	4,000	Enterprise Fleet Total	59
Current Cycle (avg. # of years to cycle all 59)	20 year			Proposed Cycle (avg. # of years to cycle all 59)	3 year

^ how many years it takes to cycle through all 59 vehicles

^ how many years it takes to cycle through all 59 vehicles

Fleet Mix						Fleet Cost						Annual Spend
Fiscal Year	Fleet Size	Annual Needs	Owned	Leased	Purchase	Annual Lease Payments	Equity Applied to Lease Payments	Current Fleet Equity	Leased Fleet Equity	Total Equity	End of Year Equity Balance	Total Capital Budget
Current Annual Average Budget*	59	3.0	59	0	$113,377							
21	59	59	0	59	0	458,411	$333,411	($558,599)	($170,149)	($728,748)	($395,337)	$125,000
22	59	21	0	59	0	458,411	$333,411		($326,340)	($721,677)	($388,266)	$125,000
23	59	36	0	59	0	458,411	$333,411		($170,149)	($558,415)	($225,004)	$125,000
24	59	21	0	59	0	458,411	$333,411		($325,340)	($550,344)	($216,933)	$125,000
25	59	36	0	59	0	458,411	$333,411		($535,368)	($752,301)	($418,890)	$125,000
26	59	44	0	59	0	458,411	$333,411		($325,340)	($744,230)	($410,819)	$125,000
27	59	36	0	59	0	458,411	$333,411		($170,149)	($580,968)	($247,557)	$125,000
28	59	21	0	59	0	458,411	$333,411		($325,340)	($572,897)	($239,486)	$125,000
29	59	36	0	59	0	458,411	$333,411		($170,149)	($409,635)	($76,224)	$125,000
30	59	21	0	59	0	458,411	$333,411		($690,559)	($766,783)	($433,372)	$125,000

*does not include maintenance or fuel spend or savings

Lease Terms Vary By Vehicle: (1/2 Ton Pickups 12 months) (3/4 Ton Pickups 24 Months) (1 Ton Chassis 60 months & includes an est. $15,000 in upfit cost per chassis)

^($433,372) is the amount of equity still in the reserve after the 10th year

Current Owned Fleet

SELLING YEAR	2021	2022	2023	2024	2025	Under-Utilized
QTY	59					0
Est $ TOTAL	$9,466					$0
	$558,500					$0
Estimated Current Fleet Equity**					$558,500	

III

Res. No. _____ - 20 - 21. By Alderpersons Dekker and Sorenson.
February 15, 2021.

A RESOLUTION authorizing the appropriate City officials to enter into a contract with Buteyn-Peterson Construction Company, Inc. to replace the sanitary sewer along Bell Avenue between N. 5th Street and N. 6th Street.

WHEREAS, the City of Sheboygan has advertised for bids to replace the sanitary sewer along Bell Avenue between N. 5th Street and N. 6th Street; and

WHEREAS, seven bids were received in response to that advertisement; and

WHEREAS, the low bid was from Buteyn-Peterson Construction Company, Inc. in the amount of $63,358; and

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

WHEREAS, given the current condition of this stretch of sanitary sewer, it is particularly important that this project begin as quickly as possible; and

WHEREAS, as a result, it is appropriate that the rules be suspended, and this Resolution be passed on first reading without referral to the Public Works Committee.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are hereby authorized to enter into the attached agreement with Buteyn-Peterson Construction Company, Inc. to replace the sanitary sewer along Bell Avenue between N. 5th Street and N. 6th Street.

Suspend
adopt

BE IT FURTHER RESOLVED: That the appropriate City officials are authorized to draw funds, not to exceed $63,358.00, from Account No. 60134110-980099 (Wastewater - Sanitary) to pay for the construction done pursuant to the agreement.

_____

_____

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20 . _____, City Clerk

Approved _____ 20 . _____, Mayor

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

THIS AGREEMENT is by and between City of Sheboygan ("Owner") and Buteyn-Peterson Construction Company ("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: Bell Avenue Sanitary Sewer Relay, N. 5th Street to N. 6th Street.

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Pavement Removal, installation of Sanitary Sewer Pipe, and reconnection of Sanitary Sewer Laterals.

2.02 City of Sheboygan Resolution: _____

2.03 City of Sheboygan Account Number: _____

ARTICLE 3 – ENGINEER

3.01 The part of the Project that pertains to the Work has been designed by the Engineering Division, Department of Public Works, 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.

If ENGINEER is undesignated, OWNER shall assume the duties and responsibilities of ENGINEER through OWNER's Director of Public Works (DPW), or the DPW's designee.

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 complete no later than April 1, 2021, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the 14th day following substantial completion.

4.03 *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 times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

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

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

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

4. Milestones: Contractor shall pay Owner the amount identified in paragraph 19.01 of the Supplementary Conditions for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of Milestone 1, until Milestone 1 is achieved.

4.04 *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.

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 Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

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 or about the 1st day of each 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.

ARTICLE 7 – INTEREST

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

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

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

A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.

B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

E. 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 Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.

F. 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.

G. 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.

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

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

J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

A. The Contract Documents consist of the following:

1. This Agreement (pages 00 52 00-1 to -7, inclusive).
2. Performance bond (pages 00 61 13-1 to 00 61 13 - ___, inclusive).
3. Payment bond (pages 00 61 14-1 to 00 61 14- ___, inclusive).
4. General Conditions (EJCDC C-700, 2013 Edition) Supplementary Conditions, Specifications, and Drawings, not attached but incorporated by reference, as listed in the attached table of contents of the Project Manual and Drawings.
5. Addenda (not attached but incorporated by reference) (number 1, inclusive).
6. Exhibits to this Agreement (enumerated as follows):
    a. Contractor's Bid (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 documents listed in Paragraph 9.01.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 9.

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

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *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 10.05:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing 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.

10.06 *Other Provisions*

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

(Continued on next page)

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:

City of Sheboygan

By: _____
(signature)

Name,
Title: Todd Wolf, City Administrator

Date: _____

CONTRACTOR:

_____

By: _____
(signature)

Name,
Title: _____
(printed)

Date: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Address for giving notices:

City of Sheboygan - Engineering

2026 New Jersey Avenue

Sheboygan, WI 53081

Address for giving notices:

_____

_____

_____

License No.: _____
(where applicable)

Signed by:

By: _____
(signature)

Name,
Title: Michael Vandersteen, Mayor

Date: _____

Approved as to form and Execution:

By: _____
(signature)

Name,
Title: Charles C. Adams, City Attorney

Date: _____

Countersigned by:

By: _____
(signature)

Name,
Title: Meredith DeBruin, City Clerk

Date: _____

Bell Avenue Sanitary Sewer Replacement
N. 5th Street to N. 6th Street

SECTION	TITLE	PAGES
00 00 00	**PROCUREMENT AND CONTRACTING REQUIREMENTS**	
00 01 01	Cover	00 01 01-1
00 01 10	Table of Contents	00 01 10-1
00 11 13	Advertisements for Bids	00 11 13-1 to 00 11 13-2
00 21 13	Instructions for Bidders	00 21 13-1 to 00 21 13-10
00 41 43	Bid Form	00 41 43-1 to 00 41 43-5
00 41 44	Unit Price Worksheet	00 41 44-1
00 41 44.1	Quest Unit Price Worksheet	3 Pages
00 42 13	Bid Bond	00 42 13-1 to 00 42 13-2
00 45 13	Bidder's Proof of Responsibility	00 45 13-1 to 00 45-13-5
00 45 19	Non-Collusion Affidavit of Bidder	00 45 19-1
00 45 20	Non-Collusion Affidavit of Subcontractor	00 45 20-1
00 45 50	List of Subcontractors	00 45 50-1
00 52 00	Agreement	00 52 00-1 to 00 52 00-7
00 55 00	Notice to Proceed	00 55 00-1
00 61 13	Performance Bond	00 61 13-1 to 00 61 13-3
00 61 14	Payment Bond	00 61 14-1 to 00 61 14-3
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00 62 76	Application for Payment	00 62 76-1 to 00 62 76-2
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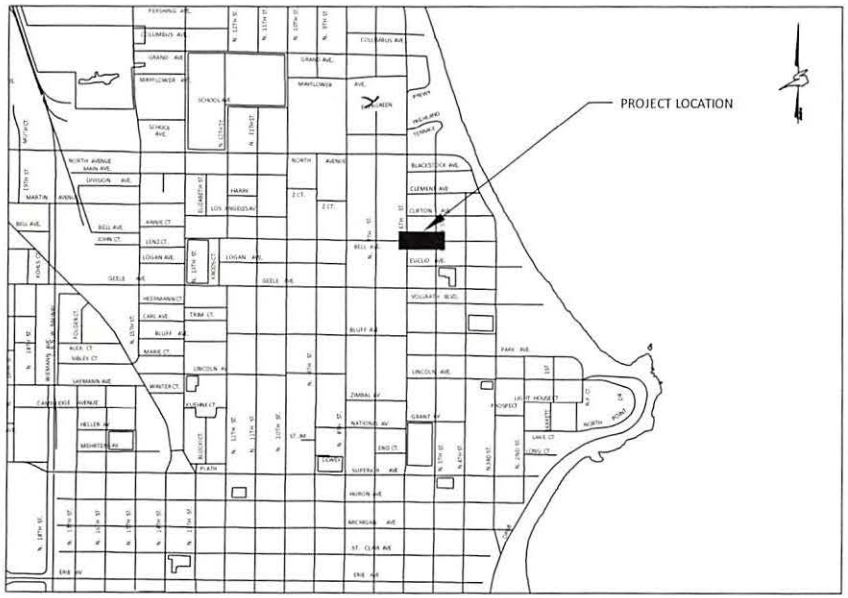
BID NUMBER: 2454-21

CITY OF SHEBOYGAN
DEPARTMENT OF PUBLIC WORKS

BELL AVENUE SANITARY SEWER RELAY
N. 5TH STREET TO N. 6TH STREET

JANUARY 2021



NOT TO SCALE

INDEX OF SHEETS

SHEET NO.	DRAWING NO.	DESCRIPTION
1	000CV	COVER SHEET
2	001GN	GENERAL NOTES
3	040D-1	DETAILS
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5	206PP-1	SANITARY SEWER
6	206PP-2	SANITARY SEWER

Revision Number	Revision Description	Drawn By	Date

BELL AVENUE SANITARY SEWER RELAY
N. 5TH STREET TO N. 6TH STREET
COVER PAGE

CITY OF SHEBOYGAN
PUBLIC WORKS

City of Sheboygan
Department of Public Works
Engineering Division
2026 New Jersey Avenue
Sheboygan, WI 53081

Ryan Sazama, PE - City Engineer

Designed By	VG
Drawn By	VG
Checked By	KEJ
Plot Date	1/18/21
Bid No.	2454-21
Project Date	JANUARY 2021
Sheet No.	1
Drawing No.	000CV

PLOTTED BY - Jump, Kevin

FILE NAME : P:\ENGINEERING\STREETS\BELL AVENUE\N. 5TH TO N. 6TH (2020)\PRODUCTION\PLAN SHEETS\000CV.DWG
LAYOUT NAME - 000CV

2454-21 - Bell Avenue Sanitary Sewer Replacement (N. 5th Street to N. 6th Street) (#7497588)
Owner: Sheboygan WI, City of
Solicitor: Sheboygan WI, City of
02/01/2021 10:00 AM CST

						Buteyn-Peterson Construction Company	
Section Title	Line Item	Item Code	Item Description	UofM	Extension	Unit Price2	Extension3
	1	A	Pavement Removal, including saw cutting, Bell Avenue	SY		$5.50	$2,695.00
	2	B	Sanitary Sewer, 10-inch	LF		$123.00	$53,013.00
	3	C	Remove Manhole	EA		$500.00	$500.00
	4	D	Lateral Reconnection	EA		$315.00	$3,150.00
	5	B	Sanitary Sewer Repair, N. 5th Street, all Work required for Repair	LS		$4,000.00	$4,000.00
Total							**$63,358.00**

III

Res. No. _____ - 20 - 21. By Alderpersons Sorenson and Donohue.
February 15, 2021.

A RESOLUTION authorizing the appropriate City officials to sign the January 1, 2021-December 31, 2023 Contract between the City of Sheboygan and International Association of Firefighters Local 483.

WHEREAS, the January 1, 2021-December 31, 2023 Contract reflects the terms in the signed Tentative Agreement between the parties which was previously presented to the Common Council on February 1, 2021 via R.O. No. 133-20-21.

NOW, THEREFORE, BE IT RESOLVED: That the Common Council hereby authorizes the appropriate City officials to sign the January 1, 2021-December 31, 2023 Contract between the City of Sheboygan and International Association of Firefighters Local 483, a copy of which is attached hereto and incorporated herein.

Suspend
Adopt.

_____

_____

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

Res. XXX-XX-XX

CITY OF SHEBOYGAN
SHEBOYGAN, WISCONSIN

January 1, 2021 – December 31, 2023

CONTRACT

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS
LOCAL 483

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AGREEMENT

This Agreement, made and entered into at Sheboygan, Wisconsin, according to the provisions of the Federal law and Section 111.70 and 111.71, Wisconsin Statutes, by and between the City of Sheboygan, as municipal employer, hereinafter called the "City," and Local 483 of the International Association of Firefighters, AFL-CIO, hereinafter called the "Union,"

WITNESSETH:

A. Both parties to this Agreement are desirous of reaching an amicable understanding with respect to the employer-employee relationship that is to exist between them and enter into an Agreement covering those matters primarily related to wages, hours, and conditions of employment and those matters primarily related to management function over which the employer has agreed to negotiate, as well as procedures for reducing potential conflict with respect to such matters. Nothing in this provision would eliminate the City's right to remove permissive subjects by law in successor contracts. In the event of the City's exercising of this right, the union reserves its right to bargain the impact of same with regard to its members' wages, hours and conditions of employment."

B. This Agreement shall be binding on the parties.

C. The material covered in this contract shall prevail and all ordinances and resolutions, or parts of ordinances or resolutions contravening the provisions of this contract shall have no effect insofar as the terms of this contract are concerned. Should any item not covered in this contract be in question, Chapters fifteen (15) and twenty-nine (29) of the Municipal Code shall be the next authority.

D. Section 62.13 of the Wisconsin Statutes and the authority vested in the office of the Fire Chief by statutes shall not be preempted.

ARTICLE I
RECOGNITION

A. Pursuant to the provisions of Chapter 111.70 of the Wisconsin Statutes, the City recognizes the Union as the exclusive bargaining agent for all employees of the Fire Department of the City of Sheboygan, except the Fire Chief; Assistant Chiefs; Battalion Chiefs; and clerical employees.

B. The City will inform the Union as to who has the power to negotiate for the City and the Union in turn shall also inform the City who has the power to negotiate for the Union.

ARTICLE II
UNION SECURITY

A. The City agrees to deduct Union dues from the wages of all employees in accordance with 111.70(3)(a)6., Wis. Stats. Such deductions will be made by the City for the succeeding month from the wages of employees for the second pay period of each calendar month and will be transmitted to the Union by the tenth (10^{th}) day of the following month.

B. The Union agrees to indemnify and hold the City harmless against any and all claims, suits, orders or judgements brought or issued against the City as a result of any action taken or not taken by the City under provisions of this article.

C. The City will issue one check to the Fire Union for any/all dues payments to include deductions for Local 483 conduit and IAFF Firepac.

ARTICLE III
RIGHTS OF MANAGEMENT

A. The City acting through its officers, agents, and employees, retains all of the rights, powers, and the authority exercised by it, its officers, agents, and employees prior to the time that the Union became the collective bargaining representative of the employees here represented, except as specifically limited by express provisions of this Agreement.

B. The Union agrees that it will not attempt to abridge this right.

C. The City agrees that the power, rights, and the authority herein claimed by the City are not to be exercised in a manner that will undermine the Union or as an attempt to evade the provisions of this Agreement or to violate the spirit, intent, or purposes of the Agreement.

ARTICLE IV
RESIDENCY REQUIREMENT

Effective January 2016, all employees shall, within four (4) months of their completion of probation, and as a condition of their employment, establish a permanent residence within 45 miles of the jurisdictional boundaries of the City of Sheboygan, and must remain as residents within 45 miles of the jurisdictional boundaries of the City of Sheboygan throughout their employment, except for the following:

A. The Director of Human Resources and Labor Relations, with input and/or recommendation of the Fire Chief, may extend the four (4) months to accommodate a hardship with evidence the employee is in the process of securing residency.

B. Employees living outside the 45 miles of the jurisdictional boundaries of the City of Sheboygan as of December 31, 2015 may continue to reside at the address of record on December 31, 2015. Any future change in address must not be further away from the current address on record."

ARTICLE V
ARBITRATION CLAUSE

The provisions of Chapter 111, Subchapter IV, and specifically Section 111.77 of the Wisconsin Statutes are recognized and made a part of this Agreement by this reference. Section 111.77 will be used if an impasse is reached in negotiations.

ARTICLE VI
DEFINITIONS

A. For employees working a twenty-four (24) hour tour of duty, **one twenty-four (24) hour tour of duty** shall be counted as two (2) workdays and any twelve (12) hour period of duty shall be counted as one (1) workday and shall apply to all articles, sections, or subsections of this contract.

B. When the expression **"Kelly Day"** is used in this contract or in negotiations, it shall mean a twenty-four (24) hour tour of duty that need not be worked to keep the total hours worked within the provisions of the then prevailing contract.

C. **One (1) day's pay** in the Fire Department shall be one-tenth (1/10) of his/her gross biweekly pay notwithstanding any other provisions in this Agreement, when an employee starts employment or terminates employment.

D. **W.E.R.C.** means the Wisconsin Employment Relations Commission.

ARTICLE VII
NORMAL WORKWEEK

A. Line firefighters of the Fire Department shall be scheduled for twenty-four (24) consecutive hours of duty. The normal work week shall be fifty-six (56) hours, but no employee shall be guaranteed any specific number of hours in any one (1) week.

B. The specific alternating work schedule for line Firefighters shall be: work twenty-four (24) hours, off twenty-four (24) hours; work twenty-four (24) hours, off twenty-four (24) hours; work twenty-four (24) hours, off ninety-six (96) hours. This predetermined schedule shall prevail except in case of emergency when the hours shall be such as the Fire Chief or his/her designee deems proper for the fire protection and safety of the City.

C. The Fire Chief may designate certain specialty positions to a forty (40) hour week. The forty (40) hour week shall be eight (8) hour days, Monday through Friday, unless altered by mutual agreement amongst the Fire Chief, the Union, and the affected employee.

ARTICLE VIII
OVERTIME AND COMPENSATORY TIME

A. **Overtime Scheduling.** In emergencies, the Fire Chief or his/her designee may prescribe reasonable periods of overtime work or may call the off shift employees back to work to meet operational needs. Complete records of overtime of employees shall be maintained by the Fire Department and made available by the Fire Chief to the City Finance Director/Treasurer and Council as may be required.

B. **Overtime Compensation.** Compensation for overtime work shall be paid at the rate of one and one-half (1-1/2) times the regular biweekly rate of pay using the formula contained in each of the following sections:

1. **Fair Labor Standards Act Overtime Accrual - Compensatory Time.** All Fair Labor Standards Act overtime pay shall be accumulated as compensatory time off subject to the limits imposed by the Fair Labor Standards Act when the employee performs work in excess of two hundred four (204) hours in the twenty-seven (27) day work period established pursuant to Section 7K exemption of the Fair Labor Standards Act. Any employee who has accrued the maximum amount of compensatory time off, currently four hundred eighty (480) hours, shall, for additional overtime hours of work, be paid overtime compensation at the rate of one and one-half (1-1/2).

   Fair Labor Standards Act compensatory time available to an employee shall be reflected by records kept by the City. Payment shall be paid to the bargaining unit member as overtime pay at the rate of one and one-half (1-1/2) for each hour of overtime worked on the last full pay period in December following its accrual, except insofar as such Fair Labor Standards Act overtime was compensated by compensatory time off.

Fair Labor Standards Act overtime may be taken out as compensatory time off at the rate of one (1) hour of time off for each hour of overtime earned.

Personnel must decide by November 15th if they intend to use compensation time off or receive cash for the remaining hours. Personnel may use accrued Fair Labor Standards Act compensatory time off through March 31st of the year following the cash payout. Hours not used by March 31st of said year will not be eligible for a cash payout. If compensatory time is not exhausted by March 31st, management will assign time off by May 31st with no less than one week notice unless mutually agreed between parties. Time off assignments hereunder will not be counted toward the maximum number of bargaining unit employees allowed off on approved leave of absence in accordance with Article XXII.

Fair Labor Standards Act overtime payments will accrue from the first twenty-seven (27) day work period ending in July in a given year to the first twenty-seven (27) day work period beginning in July of the following year with payment to be made on the last full pay period of the year. Pay shall be calculated at the prevailing rate at the time of payment using the following formula: regular biweekly pay divided by one hundred twelve (112) x five-tenths (.5) x accrued hours.

Any holiday pay will not be used as an offset for overtime earned under the Fair Labor Standards Act.

2. **Use of Compensatory Time Off.** Members of the bargaining unit who have accumulated compensatory time off, exclusive of Fair Labor Standards Act compensatory time off, shall be granted compensatory time off at the rate of one and one-half (1-1/2) hours, or as required by law, for each hour of accumulated overtime work in lieu of overtime cash payment. Compensatory time off is defined as approved time off, in lieu of cash payment, during a scheduled work shift. Requests for compensatory time off must be approved by the Fire Chief or his/her designee. Compensatory time off will be granted if, in the opinion of the Fire Chief or his/her designee, the department workload permits.

3. **Call Back.** An employee who has left his/her normal place of work for his/her residence and is called back for an emergency shall receive a minimum credit of two (2) hours. Any time worked in excess of the daily or weekly schedule shall be credited on a straight-time basis, but is to be compensated at the time and one-half (1-1/2) basis. The following formula shall be used for computing payment: regular biweekly pay divided by eighty (80) x hours worked x one and one-half (1-1/2). Accumulated overtime will be paid out on the first full pay period following such accumulation.

4. **Extended Shift.** An on-duty employee who is required to remain on duty due to an emergency in progress shall be paid at the time and one-half (1-1/2) rate or as required by law, for all hours worked in excess of the daily work schedule. An employee will receive a minimum of two (2) hours credit for extended shift overtime. The following formula shall be used for computing payment: regular biweekly pay divided by eighty (80) x hours worked x one and one-half (1-1/2). Accumulated overtime will be paid out on the first full pay period following such accumulation.

5. **Stand-by.** An employee who is required to remain on duty for stand-by purposes without an emergency in progress shall receive a minimum credit of two (2) hours and shall be paid at the time and one-half (1-1/2) rate, or as required by law, for all hours worked in excess of the daily work schedule. The following formula shall be used for computing payment: regular biweekly pay divided by one hundred twelve (112) x hours worked x one and one-half (1-1/2). Accumulated overtime will be paid out on the first full pay period following such accumulation.

6. **Staffing Shortage.** Staffing shortage shall be defined as the need for additional staffing to meet the minimum line firefighting staffing level of the department under normal circumstances.

   Staffing shortage records will be maintained by the office of the Fire Chief or his/her designee.

All line personnel shall have their names placed, according to their current job classification, on a "staffing shortage" list categorized by the following positions: Officer, Fire Equipment Operator, Firefighter/Paramedic.

New employees will be placed on the Firefighter/Paramedic job classification list and assigned overtime hours equal to the employee with the highest cumulative number of overtime hours in any job classification. Upon promotion, the employee's name shall be placed within the new job classification carrying over the cumulative number of overtime hours worked from the previous job classification. If an employee changes jobs and work schedules from a forty (40) hour to fifty-six (56) hour week, the employee will be placed in the appropriate job classification and assigned overtime hours equal to the employee with the highest cumulative total in the same job classification.

The following procedure will be used for staffing shortage call-in:

a. When a call-in is required, the Fire Chief or his/her designee will use the appropriate list to fill the position.

b. Overtime shall be offered to the individual with the lowest cumulative total of overtime hours worked in the appropriate job classification. If two (2) or more employees have an equal total of cumulative hours, seniority shall prevail. Seniority shall be based on the departmental seniority list.

c. If notification to the Battalion Chief necessitates an unanticipated call-in requiring same-day (more than one hour notice) overtime call-in, the Battalion Chief shall fill the need as soon as practicable.

d. If an immediate need for an employee call-in occurs (less than one hour notice), the Fire Chief or his/her designee may use appropriate judgment to fill this need. That judgment would include the employee's placement on the call-in list, location of an employee's residence, the station where the vacancy exists, the time of day, the on-coming shift assignments, and other pertinent information.

e. In the event no one from the given job classification has called to express interest, another job classification list may be used provided the employee is qualified for the needed position. If the vacancy is still unable to be filled, the Fire Chief or his/her designee will order in the qualified employee with the least departmental seniority from the needed job classification list. Employees ordered in for staffing shortage overtime will not have those hours added to his/her accumulated total overtime hours list.

In the event mandatory overtime is required again from that same job classification, all previously mandated employees will be bypassed and the Fire Chief or his/her designee will proceed to order in the next least senior employee. This process continues as needed. This system shall apply to all categories. The Fire Chief or his/her designee has the authority to order in an employee in any category to fill any vacancy when the Fire Chief or his/her designee is unable to contact an employee from the needed job classification. The Fire Chief or his/her designee will not mandate any employee on scheduled leave to accept involuntary overtime. Employees remain on the list in case of a recurrence of mandatory overtime. Each calendar year, the system starts anew.

f. Employees on approved Family Medical Leave, jury duty, military leave, approved school for workers leave, approved convention leave, bereavement leave, sick leave, or worker's compensation on the date needed are not eligible for call-in. Employees on approved vacation, EMS day, compensatory time (FLSA or departmental), or on their day off are eligible for call-in.

g. A new cumulative total of overtime hours will be recorded on the list when the assignment is accepted. Once accepted, it is the employee's responsibility to report to duty that day or find a qualified replacement to work the overtime. The arrangements must be approved by a Captain, and then communicated to the duty Battalion Chief. The employee who works the overtime hours shall receive the pay not the person who originally accepted it.

h. In the event that the City cancels the accepted hours with more than forty-eight (48) hours notice prior to the scheduled call-in, the Fire Chief or his/her designee will notify the employee and make the appropriate adjustment to the records. In

the event that the City cancels the accepted hours with less than forty-eight (48) hours notice prior to the scheduled call-in, the affected employee will receive two (2) hours of overtime, provided the employee agrees to work the two (2) hours. The employee must select the two (2) hours to be worked at the time of the cancellation. The Fire Chief or his/her designee will make the appropriate adjustment to the records.

i. In the event that the Fire Chief or his/her designee shortens the accepted hours of the scheduled call-in, the Fire Chief or his/her designee will contact the employee and offer the hours under the new circumstances. If the employee declines, the Fire Chief or his/her designee will continue down the list using the normal procedure. In the event that the Fire Chief or his/her designee shortens the accepted hours after an employee has reported for duty, the employee will receive a minimum of two (2) additional hours beyond the shortened call-in time provided the employee agrees to work the two (2) additional hours. The Fire Chief or his/her designee will make the appropriate adjustment to the records.

j. In the event an error is made regarding the use of the appropriate list, the Fire Chief or his/her designee will notify the employee scheduled and cancel the scheduled call-in. The appropriate list will then be used to fill the call-in. In the event this occurs less than forty-eight (48) hours prior to the scheduled call-in, the employee originally accepting the call-in will receive two (2) hours of overtime, provided the employee agrees to work the two (2) hours. The employee must select the two (2) hours to be worked at the time of the cancellation. If the error is first noticed on the scheduled day of work or thereafter, a switch to the appropriate list will be made at the next opportunity to balance the error.

k. Payment for staffing shortage overtime will be made at the time and one-half (1-1/2) rate of the employee or as required by law. The following formula shall be used for computing payment: regular biweekly pay divided by one hundred twelve (112) x hours worked x one and one-half (1-1/2).

l. Holidays. If an employee is called-in for a staffing shortage on a holiday named in this contract, but not a floating holiday, the employee shall be paid by the following formula rate for all hours worked: regular biweekly pay divided by one hundred twelve (112) x hours worked x two (2). All pay under this subsection will be paid out the first full pay period following its accumulation. A holiday in this section shall be defined as 8 a.m. to 8 a.m.

8. **Additional Duty.** An off-duty employee requested to work on special non-emergency assignments as designated by the Fire Chief will be paid on the time and one-half (1-1/2) rate or as required by law. An employee will receive a minimum of two (2) hours for additional duty overtime. The following formula shall be used for computing payment: regular biweekly pay divided by one hundred twelve (112) x hours worked x one and one-half (1-1/2) for fifty-six (56) hour per week employees, and regular biweekly pay divided by eighty (80) x hours worked x one and one-half (1-1/2) for forty (40) hour per week employees. Payment for overtime accumulated under this subsection will be paid out on the first full pay period following its accumulation, or the Fire Chief may grant compensation off in lieu of pay.

9. **Specialist (eight {8} hour employee) Overtime Compensation.**

A specialist shall have the following options for overtime earned:

a. Upon request, receive overtime payment on the first full pay period following its accumulation. The following formula shall be used for computing payment. Biweekly pay divided by eighty (80) x one and one-half (1-1/2) x hours worked.

b. Accumulated as compensatory time off in lieu of overtime cash payment. Compensatory time off shall be granted at the rate of one and one-half (1-1/2) hours for each hour worked. Requests for compensatory time off must be approved by the Fire Chief or his/her designee. Compensatory time off will be granted if, in the option of the Fire Chief or his/her designee, the department workload permits.

c. Such compensatory time accrual shall be accrued from November 1 through October 31 of the following year. Any accrued compensatory time not entered, authorized, and approved as of November 30 shall be paid on the last full pay period of the year. Pay shall be calculated at the prevailing rate at the time of payment using the following formula: biweekly pay divided by eighty (80) x one and one-half (1-1/2) x accrued hours.

Exception to 9:

A specialist working overtime on a holiday named in this contract shall receive double time (biweekly pay divided by eighty (80) x two (2) x hours worked).

10. **No Pyramiding, duplicating or compounding.** Application of the provisions contained in this Article shall not involve pyramiding, duplicating, or compounding of overtime.

11. **Additional Pay for Additional Work for Critical Care Paramedic**

The primary Critical Care Paramedic (CCP) will receive premium pay (time and one-half) during the call run-time from start of the call to the time the run ends (back to quarters). This will apply to the primary/lead CCP only, and only one CCP per run will receive time and one-half during the run-time only.

ARTICLE IX
PROMOTIONS AND TRANSFERS

A. Plan of Evaluation for Promotion: The Fire Chief will select a qualified member of the department for promotion with approval from the Police and Fire Commission.

The Fire Chief shall establish promotional procedures pursuant to applicable Wisconsin Statutes which include, but are not limited to, an evaluation of merit and ability in order to determine qualified employees for promotion. The Fire Chief or his/her designee will notify the Union President in writing ten (10) days prior to the announcement of the promotion process with any changes.

B. The promotional system for Firefighter or Fire Equipment Operator (FEO) to Lieutenant shall include the following: Qualified Firefighters and FEOs for the position of Lieutenant shall be chosen in accordance with Subsection (A) above. The candidate with the most seniority from those qualified shall be selected for promotion to the position of Lieutenant.

C. The promotional system for Lieutenant to Captain shall include the following: Lieutenants who have completed their probationary period may apply for the position of Captain and shall be chosen pursuant to Subsection (A) above. The Lieutenant with the most seniority in rank from those qualified shall be selected for promotion to the position of Captain.

D. **Fire Apparatus Driver/Operators and Fire Equipment Operators**

All employees hired after January 1, 2002 are required to be certified by the Sheboygan Fire Department as Fire Apparatus Driver/Operators. The department shall provide a training program to enable employees to become certified.

An employee must complete the Fire Apparatus Driver/Operator training program to be certified and in order to receive the step four (4) increase. The Fire Department shall not hinder an employee's participation in the certification process and will provide employees ample opportunities to train so that they are able to be certified in a timely manner. If certification occurs beyond the thirty sixth (36^{th}) month of employment then upon certification the employee's pay would be based on length of service with the department and future step increases shall be based on the date of hire and not the date of certification.

To be eligible and qualified for promotion to Fire Equipment Operator (FEO), a certified Fire Apparatus Driver/Operator must have previously successfully completed a written and practical examination for FEO as established by the fire department. The most senior qualified employee will be offered the FEO position. Declining the offer does not affect the employee's eligibility for future openings.

At a minimum, the Department will provide the FEO written and practical testing annually; however, when the need arises, the Department will provide the FEO written and practical testing semiannually.

Employees will be informed of the expected standards for completion of the Fire Apparatus Driver/Operator program as well as the expectations for successful completion of the written and practical examinations for qualification for promotion. It is the responsibility of the employee to provide the effort necessary to meet those standards and expectations. All new FEOs shall be ranked using in-grade seniority based on the date of the promotion.*

*Firefighter Greg Wucherer shall be grandfathered. If/when he would be promoted to FEO, he shall be ranked according to department seniority.

Note -- These language changes are not intended to effect the status of the current FEO eligibility list, it is only intended to spell out the process for any future additions to said list.

E. **Eligibility lists** for the positions Captain and Lieutenant shall be established for a two (2) year period. Lists for the positions, Captain and Lieutenant shall expire on March 1 of the year in which new testing or qualification procedures are conducted. **EXCEPTION:** In the event that the eligibility list in a class grade is exhausted prior to the expiration date, a new promotional procedure will be conducted at the earliest convenient date after a vacancy in a position occurs. If a vacancy occurs within forty-five (45) days prior to the expiration of an eligibility list, and the eligibility list has been exhausted, the Fire Department may postpone filling the vacancy until the regularly scheduled promotional procedure is completed. Time in service requirements under this exception shall be calculated from the date of hire to the first day of the month in which the vacancy occurred. The following circumstances will supersede the promotional eligibility lists:

1. An employee who has not passed a rank probationary period.

2. An employee has been demoted.

3. An employee has voluntarily chosen to transfer to an opening in a lower rank he previously held.

Each applicant for the above positions will receive the following information in writing within five (5) days of the establishment of the approved eligibility list or the first appointment whichever occurs first.

1. A complete list of all cumulative scores.

2. His/her own scores both cumulative and per category.

3. His/her own ranking after seniority is applied.

The Union shall receive a written list of all qualified applicants within five (5) days of the establishment of the approved eligibility list or the first appointment whichever occurs first.

In the event that an employee on an eligibility list refuses a position when offered, such employee's name will be removed from the eligibility list. Such employee shall submit his/her notice in writing to the Fire Chief. Such employee will be required to re-qualify for a future position.

F. **Transfers:** The Fire Chief will make whatever transfers are needed for the efficient operation of the department. Lateral transfers made by the Fire Chief for the "efficient operation of the department" will ordinarily take place during the months of January and February. Employees involved in lateral transfers will be given a minimum of thirty (30) day notice to allow these employees to adjust both professional and personal affairs. Transfers may occur prior to the end of the thirty (30) day period upon the request of, or with the concurrence of, the affected employee. Transfers may also be made at any time

on the basis of compelling department operational requirements, to include, but not limited to, irreconcilable conflicts between employees assigned to the same station, as part of a formal program of work performance improvement, or if recommended to an employee as part of a program developed under the City Employee Assistance Program. Transfers that take place other than during January or February shall be discussed with the Union's Executive Board before being made with the exception of probationary employee(s).

Any qualified employee wishing to fill a vacancy caused by promotion, retirement or a new position shall make his/her request to the Fire Chief or his/her designee. In the event that two or more equally qualified Captains or Lieutenants request a lateral transfer to fill a posted vacancy, the employee with the most seniority as applicable to the position will be given preference unless it is deemed the efficient operation of the department will be impaired. In the event that two or more equally qualified Fire Equipment Operators or Firefighters request a lateral transfer to fill a posted vacancy, the employee with the most department seniority will be given preference unless it is deemed the efficient operation of the department would be impaired. The remaining positions will be filled by the least senior employee. An employee of higher rank is also eligible to apply for a posted vacancy of a lower rank provided that he/she has previously served in the lower rank. Under this circumstance, seniority in grade will be equal to the amount of time the employee previously served in the lower rank.

A request of an employee to return to a previously held rank may be honored by the Fire Chief or his/her designee when no vacancy exists. Under this circumstance, seniority in grade will be equal to the amount of time the employee previously served in the lower rank.

An equally qualified member of the department may also request a lateral transfer to another company during the months of January and February. All such requests are to be honored unless it is deemed the efficient operation of the department would be impaired.

G. **Probation**

1. All newly hired full-time employees shall serve a minimum probationary period of one (1) year uninterrupted by any type of service break during which time they will be termed probationary employees.

2. Probationary employee's service may be terminated at any time by the Fire Chief in his/her sole discretion and the employee so terminated shall have no recourse over such termination. Probationary employees receive temporary assignments.

3. Probationary employees may be transferred or rotated within various temporary assignments at any time during probation. This will provide the greatest exposure to fire personnel, apparatus, equipment, districts, and buildings, and to facilitate training. Such transfers and rotations shall not adversely affect any FLSA compensatory time credit that would have been earned had the transfer or rotation not occurred.

4. After an employee has successfully completed his/her probationary period of employment, he/she shall become a regular full-time employee and he/she shall be placed on the seniority list as of his/her date of hire.

H. **Layoff and Recall**

1. When it becomes necessary, because of need for economy, lack of work or funds, or for other just causes, to reduce the number of subordinates:

a. the emergency, special, temporary, part-time, or provisional subordinates, if any, shall be dismissed first, and thereafter subordinates shall be dismissed in the order of the shortest length of service in the department, provided that, in cities where a record of service rating has been established prior to January 1, 1933, for the said subordinates, the emergency, special, temporary, part-time provisional subordinates, if any, shall be dismissed first, and thereafter subordinates shall be dismissed in the order of the least efficient as shown by the said service rating.

b. When it becomes necessary to reduce the number of subordinates in the higher positions, or to abolish any higher positions in the department, the subordinate or subordinates affected thereby shall be placed in a previous position in the department less responsible according to his/her efficiency and length of service in the department.

2. The name of a subordinate laid off as set forth in this section shall be left on an eligible reemployment list for a period of five (5) years due to layoff. If an approved vacancy occurs or if the number of subordinates is increased in the department, such vacancy or new positions shall be filled by persons on such list in the inverse order of the layoff of such persons provided they can pass a standard physical examination.

3. Any reduction in salaries of employees governed by the terms of this section shall be in accordance with 62.13(7), Wisconsin Statutes.

4. For any employee who was laid off and then returns to employment, all affected contractual pay/benefits/seniority for that employee shall be for the amount of time served, even though it has not been continuous.

In the event that an employee is laid off for less than six (6) months and then returns to employment, said employee will earn credited time during his/her absence despite having been laid off for the following purposes: vacation, step increases, longevity increases, and time in service for seniority.

I. **Loss of Seniority:**

1. An employee's seniority and employment shall terminate if:

   a. The employee quits, or

   b. The employee is discharged for just cause, or

   c. A settlement with the employee has been made for total disability, or

   d. The employee is retired, or

   e. The employee is laid off or has not, for any reason, worked for the department for a continuous period exceeding sixty (60) calendar months.

2. An employee may be subject to disciplinary action up to and including possible termination and/or loss of seniority if:

   a. The employee has not, for any reason other than those listed as (a) through (e) above, worked for the department for a continuous period exceeding twenty-four (24) calendar months, or

   b. An employee is absent from work without advising the Fire Chief or his/her designee acceptable to the department for such absence, or

   c. The employee overstays a leave of absence without advising the Fire Chief or his/her designee a reason acceptable to the department, or

   d. The employee gives a false reason in requesting a leave of absence or engages in other full time employment during such leave of absence, or

   e. The employee knowingly falsified information on his/her application for employment material to his/her employment status, or

f. The employee holds another job wherein he/she is employed by another employer without specific written authorization therefore from the Fire Chief which written authorization shall be contained on a form as approved by the department. It is the employee's responsibility to inform the Fire Chief of other employment. The employee shall update the form annually and/or at the time of any employment changes.

J. **Roving**

1. All Lieutenant candidates on the current eligibility list shall be roved first to act up as the company officer whenever appropriate. The candidate may not "pass" on any potential movement to act up. This does have the potential to create additional roving. If there are no candidates from the Lieutenant eligibility list available for the tour, then the current roving process should be followed as referenced in **Article XIX, Section E.**

ARTICLE X
GRIEVANCE PROCEDURE

A. **General Provisions:** A grievance under this Agreement is a written claim arising under and during the terms of this Agreement, initiated as set out below limited to the interpretation, application, or enforcement of the terms of this Agreement and disciplinary action except disciplinary action subject to Chapter 62.13 (i.e. involving suspension, reduction in rank, suspension and reduction in rank, or removal.) Any dispute with respect to the reasonableness of the application of work rules primarily related to working conditions, wages, or hours, except those that affect safety, firefighting, or activities related thereto, shall be subject to the grievance procedure.

B. **Items Exempt from Consideration** for Processing Under this Procedure include the following:

1. **Job classifications, promotional procedures** as are provided by Chapter 62, Wisconsin Statutes, or any other matter provided for in that statute except disciplinary action as defined herein. With regard to the foregoing matters, Chapter 62, Wisconsin Statutes, will apply rather than the grievance procedure.

2. **Pension matters** under the exclusive jurisdiction or control of any duly authorized pension board.

C. **Departure from the steps of the procedure** or change in time limits may be made with written permission of the Fire Chief or his/her designee upon request of either party when mutually agreed to by the Fire Chief and the aggrieved party and his/her representative.

D. **All grievances and grievance appeals shall set forth the provisions of the Agreement** and/or the rule or regulation of the Fire Chief under which the grievance was filed. All appeals of duly filed grievances not submitted by the Union or employee within the time limit specified shall be termed abandoned grievances and as such shall be considered as being resolved in favor of the City and not subject to further consideration under the provisions of this grievance and arbitration procedure. Properly prepared and filed grievances shall be answered on behalf of the City within the time limits specified; and in the event such grievances are not so answered, they shall be termed abandoned grievances and as such shall be considered as being resolved in favor of the Union or the employee. Abandoned grievances shall not be considered precedent for future cases. By mutual agreement and in writing, the parties may waive any of the steps contained in this grievance and arbitration procedure.

E. **Steps in the Grievance Procedure:**

1. The aggrieved employee and/or his/her Union steward shall, within ten (10) calendar days of the date the alleged grievance occurred, submit the facts of the grievance in writing, signed by the complainant, to the Fire Chief or his/her designee. The Fire Chief or his/her designee shall, within ten (10) calendar days, reply to the grieving party in writing giving his/her decision with a copy to the Fire Chief.

2. Should the Union grievance committee decide that the reply of the Fire Chief or his/her designee is unsatisfactory, the Union shall within ten (10) calendar days submit the facts of the grievance in writing to the Fire Chief or his/her designee with a copy to the Director of Human Resources and Labor Relations. The Fire Chief, his/her designee, and the Director of Human Resources and Labor Relations shall within ten (10) calendar days hold a meeting with the aggrieved employee, his/her immediate supervisor, and no more than two (2) Union representatives that the aggrieved employee shall wish in attendance. The Fire Chief or his/her designated representative shall within ten (10) calendar days of the meeting furnish the Union grievance committee his/her written response with a copy to the Director of Human Resources and Labor Relations. In cases of discipline administered by the Fire Chief or his/her duly authorized subordinate, the grievance shall be initiated at Step 2 of the grievance procedure. Disciplinary action imposed by a duly designated subordinate is subject to review of the Fire Chief; however, the Fire Chief reserves the right to take official action without prejudice based upon his/her own findings. Decisions made at any level below that of the Fire Chief shall not be interpreted as setting a precedent. The disciplinary action taken shall be considered final and binding unless a written appeal to arbitration is made within ten (10) days of said disciplinary action in accordance with Step 3 of this subsection as the sole remedy of said disciplinary action.

3. **Final Disposition - Arbitration:** If a timely written grievance has not been disposed of as aforesaid to the satisfaction of either party, the City or the Union Executive Board, no later than ten (10) calendar days upon receipt of written response under Step 2, above, may request arbitration as the sole remedy of said dispute before an impartial arbitrator. A copy of such request shall be forwarded to the Director of Human Resource and Labor Relations and the City Attorney.

   a. **The selection of an impartial arbitrator shall be as follows:**

   The Director of Human Resources and Labor Relations and the representative for the Union shall meet and confer for the purpose of selecting an impartial arbitrator acceptable to both parties. In the event the representative for the Union and the

Director of Human Resources and Labor Relations are unable to agree upon an impartial arbitrator within ten (10) calendar days after the referral of such matter to arbitration, the representative for the Union or the Director of Human Resources and Labor Relations shall request the Wisconsin Employment Relations Commission to provide a panel of five (5) persons as candidates for the arbitrator. After such panel of names is received, the Director of Human Resources and Labor Relations and the representative for the Union shall alternately eliminate names from such list until one name remains with the appealing party making the initial elimination. Such remaining person shall then become the arbitrator. The arbitrator shall first determine whether the dispute is arbitrable under the express terms of this Agreement. Once it is determined that the dispute is arbitrable, the arbitrator shall proceed to determine the merits of the dispute submitted to arbitration. The arbitrator shall be limited to the terms of this Agreement as written and shall have no power to modify, amend, add to, or subtract from the language of this Agreement in arriving at a determination of any issue presented to him/her for arbitration within the limits expressed herein. No award of any arbitrator may be retroactive for any period prior to the execution of this Agreement.

The expenses for the services of the impartial arbitrator and proceedings shall be borne by the party whom the decision is rendered against; however, each party shall be responsible for compensating its own representatives, witnesses, and such other expenses incurred in the process of selecting an arbitrator and during the arbitration process.

The arbitrator shall submit his/her award in writing to 1) Attorneys of Record, 2) the Union of Firefighters, and 3) the Director of Human Resources and Labor Relations.

b. The arbitrator shall expressly confine himself/herself to the precise issues submitted for arbitration and shall have no authority to determine any other issue not so submitted to him/her or to submit observations or declarations of opinion which are not directly essential in reaching the determination. The arbitrator shall have no authority to grant wage increases or decreases.

c. In reviewing any differences with respect to the reasonableness of the application of new departmental rules or regulations primarily related to wages, hours, and conditions of employment under this grievance and arbitration procedure, the arbitrator shall take into account the special statutory responsibilities granted to the Fire Chief under the statutes of the State of Wisconsin and amendments thereto.

The arbitrator shall not impair the ability of the Fire Chief to operate the department in accordance with the statutory responsibilities under the statutes of the State of Wisconsin and amendments thereto; nor shall he/she impair the authority of the Fire Chief to maintain, establish, and modify rules and regulations for the operation of the Fire Department, provided such rules and regulations are not in violation of the specific provisions of this Agreement. In addition, the arbitrator shall not prohibit the Fire Chief from executing departmental rules and regulations in a fair and equitable manner.

d. As stated in Chapter 788, the latest State statute(s) shall apply.

e. The award shall be reduced to writing.

ARTICLE XI
PROHIBITION OF STRIKES

A. The parties of this Agreement mutually recognize and agree that the services performed by members of the fire force are services essential to the public health, safety, and welfare. Under no circumstances will the Association cause or permit its members to strike, slow down, disrupt, impede, or otherwise impair the normal function of the department; nor shall any member of the bargaining unit take part in any of such prohibited activities.

B. The Association pledges itself to make every effort to maintain unimpaired the fire service and protection of the community. Should one or more members of the bargaining unit during the term of this Agreement or any extension thereof breach the obligations of Subsection (a), the City shall immediately notify the officers of the Association in writing that a prohibited action is in progress.

C. The Association shall forthwith, and in any event within twelve (12) hours by the senior responsible officer of the Association, disavow said prohibited action in writing to the Collective Bargaining Committee, order its member or members in writing to return to work or cease the prohibited activity, and provide the City with a copy of its order. Such notification by the Association shall not constitute an admission by it that the prohibitive action is in progress or has taken place. The notification shall be made solely on the presentations of the City. In the event that a wildcat strike occurs, the Association agrees to take all reasonable effective and affirmative action to secure the members' return to work immediately. Failure of the Association to issue such written orders and take such action shall be considered in determining whether or not the Association caused or authorized directly or indirectly the strike.

D. If the Association disavows the prohibited activity and orders its members in writing to work, the City shall not hold the Association financially responsible and the Association shall interpose no defense to the imposition of such penalties or sanctions as may be assessed against the participants.

E. An employee who commits any of the acts prohibited in this section after an injunction or restraining order has been issued may be subject to the following penalty. Whoever violates this section after an injunction or restraining order has been issued against such a prohibited activity has been issued shall be fined seventy five dollars. After the injunction has been issued, any employee who is absent from work because of purported illness shall be presumed to be on strike unless the illness is verified by a written report from a physician to the employer. Each day of continued violation constitutes a separate offense. The court shall order that any fine imposed under this subsection be paid by means of a salary deduction at a rate to be determined by the court.

F. There shall be no lockout by the City during the term of this Agreement.

G. These prohibited acts are dependent upon binding arbitration pursuant to 111.70 of the Wisconsin Statutes being in effect as an alternative to the Association or its members and further are dependent upon the existence of the "Wisconsin No-Strike Statute" being in effect.

ARTICLE XII
RULES AND REGULATIONS

The rules and regulations of the Sheboygan Fire Department that primarily relate to wages, hours, and conditions of employment shall be made a part of this agreement by this reference. Rules and regulations will be revised and amended as the need arises. The Fire Chief agrees to notify the Union president of any new work rules primarily related to working conditions, wages or hours, before they are put into effect. Any dispute with respect to the reasonableness of the application of work rules primarily related to working conditions, wages, or hours, except those that affect safety, firefighting, emergency medical services, or activities related thereto, shall be subject to the grievance procedure.

ARTICLE XIII
LEAVES OF ABSENCE

A. The Fire Chief may authorize special leaves of absence for a period or periods not to exceed three (3) calendar months in any one (1) calendar year for the following purposes: With or without pay for attendance at a college, university, business school, or training institute for the purpose of training in subjects relating to the work of the employee and which will benefit the City service; without pay for urgent personal business requiring an employee's attention for an extended period, such as settling estates, pursuant to Section 29-143 through 29-148 of Article IV, Chapter 29, of the Municipal Code as revised January, 1981.

B. The City agrees to allow up to three (3) delegates from the Fire Department time off without pay, or time off as administered by a work trade policy governing Article XIII(B) of this Contract, to attend the annual Wisconsin State Firefighters' School for Workers. Expenses are to be borne by the Firefighters. Employees will not be ineligible for benefits as contained in this Agreement as a result of said time off without pay to attend the "School for Workers." The City agrees to allow up to three (3) delegates plus any state representatives, if any, from the Fire Department time off, with no loss of pay, to attend the annual Wisconsin State Firefighters' Convention. Expenses are to be borne by the Firefighters. The Fire Chief may reduce the number of delegates to less than three (3) if that number would be detrimental to the operation of the Fire Department.

ARTICLE XIV
BEREAVEMENT LEAVE WITH PAY

A. When death of the spouse, parent, natural child, or legally adopted child of an employee occurs, the employee upon request will be excused for three (3) normally scheduled tours of duty following the date of death providing he/she attends the funeral. The term "parent" shall mean natural parent and/or a step-parent who has legally adopted the employee.

When death of the employee's mother-in-law, father-in-law, brother, sister, or stepchild occurs, the employee upon request, will be excused for two (2) twenty-four (24) hour tour of duty.

When death of the employee's grandparent, grandchild, or stepparent occurs, the employee, upon request, will be excused for one (1) twenty-four (24) hour tour of duty.

Upon request by the employee and approval of the Fire Chief of the department, the days in this section may be altered due to extenuating circumstances regarding the services, scheduling, or travel distance.

B. An employee excused from work under this section shall, after making application, receive the amount of wages, exclusive of shift or any other premiums, that he/she would have earned by working during straight time hours on such scheduled days of work for which he/she was excused. Time thus paid will not be counted as hours worked for purposes of overtime.

C. In the event of a simultaneous tragedy affecting more than one (1) of the covered relatives enumerated above, not more than three (3) normally scheduled tours of duty shall be excused with pay; and all such paid days shall be subject to the terms and conditions heretofore stated in this section.

D. As noted in Article VI (Definitions), forty- (40) hour per week employees will receive two (2) workdays per twenty-four (24) hour tour of duty.

ARTICLE XV
BASE PAY AND LONGEVITY PLAN

A. The classification by titles used in this section shall be those in common use in Fire Departments and the words title and position shall be synonymous.

B. **There shall be pay scales F and H for employees in the Fire Department**.

Base Schedule F includes all employees hired prior to 1/1/2001. Exceptions: Trevor Saeger, despite being hired after 1/1/2001, shall be a Base Schedule F employee. Brent Adamson, despite being hired prior to 1/1/2001, shall be a schedule H employee. In the event a schedule F employee obtains a paramedic license, he/she will be placed on schedule H.

Base Schedule H is for all employees hired after 1/1/2012. All employees hired after 1/1/2001 with at least 7 years of employment. Exceptions: Trevor Saeger, despite being hired after 1/1/2001, shall be a Base Schedule F employee. Brent Adamson, despite being hired prior to 1/1/2001, shall be a Schedule H employee.

C. **Schedule F**

Entrance Rate

Step 2 - After twelve (12) months

Step 3 - After twenty-four (24) months

Step 4 - After thirty-six (36) months requires FEO certification, see

Maximum Rate **Step 5** - After forty-eight (48) months – Base Rate

In addition to the base rates for each position, five (5) longevity steps (Steps 6, 7, 8, 9 and 10) are provided in the compensation plan.

Step 6 - After five (5) years' continuous service and one (1) year at maximum rate - an additional one and one-half (1-1/2) percent biweekly to Step 5.

Step 7 - After ten (10) years' continuous service and one (1) year at maximum rate - an additional one and one-half (1-1/2) percent biweekly for a total of three (3) percent biweekly added to Step 5.

Step 8 - After fifteen (15) years' continuous service and one (1) year at maximum rate - an additional one and one-half (1-1/2) percent biweekly for a total of four and one-half (4-1/2) percent biweekly added to Step 5.

Step 9 - After twenty (20) years' continuous service and one (1) year at maximum rate - an additional one and one-half (1-1/2) percent biweekly for a total of six (6.0) percent biweekly added to Step 5.

Step 10 - After twenty five (25) years' continuous service and one (1) year at maximum rate - an additional one and one-half (1-1/2) percent biweekly for a total of seven and one-half (7.5) percent biweekly added to Step 5.

D. **Schedule H Entrance Rate**

Step 2 - After twelve (12) months

Step 3 - After twenty-four (24) months

Step 4 - After thirty-six (36) months requires FEO certification, see Article XIX D.

Step 5 - After forty-eight (48) months

Step 6 - After sixty (60) months

Maximum Rate **Step 7** - After seventy-two (72) months - Base Rate

In addition to the base rates for each position, four (5) longevity steps (Steps 8, 9, 10, 11 and 12) are provided in the compensation plan.

Step 8 - After seven (7) years' continuous service and one (1) year at maximum rate - an additional one and one-half (1-1/2) percent biweekly to Step 7.

Step 9 - After ten (10) years' continuous service and one (1) year at maximum rate - an additional one and one-half (1-1/2) percent biweekly for a total of three (3) percent biweekly added to Step 7.

Step 10 - After fifteen (15) years' continuous service and one (1) year at maximum rate - an additional one and one-half (1-1/2) percent biweekly for a total of four and one-half (4-1/2) percent biweekly added to Step 7.

Step 11 - After twenty (20) years' continuous service and one (1) year at maximum rate - an additional one and one-half (1-1/2) percent biweekly for a total of six (6.0) percent biweekly added to Step 7.

Step 12 - After twenty five (25) years' continuous service and one (1) year at maximum rate - an additional one and one-half (1-1/2) percent biweekly for a total of seven and one-half (7.5) percent biweekly added to Step 7.

The above salaries shall be rounded off so that the biweekly pay is divisible by eighty (80) hours in even cents per hour. Step 10 to be effective January 1, 2012.

E. All advances are on the employee's anniversary date and the new rate shall be paid on the first full pay period thereafter. Advancement to each step (intermediate and longevity) shall be made in accordance with the steps listed prior unless the employee's performance is rated unsatisfactory on the annual final personnel evaluation report. Employees will have an annual performance evaluation, but pay increases occur on the employee's anniversary date.

The evaluation on the Personnel Change Notice form is intended to be a synopsis of the more detailed Fire Department personnel evaluation completed by each employee's officer. If rated unsatisfactory, such employee shall be reevaluated after six (6) months from the initial unsatisfactory evaluation. If an employee who was rated unsatisfactory is not rated unsatisfactory at the end of the six (6) month reevaluation, the employee shall then receive the step or longevity increase that was withheld based upon his/her seniority. A Personnel Change Notice form shall be submitted in conjunction with the next full pay period after the employee receives the rating. The step increase will not be retroactive, but additional steps will continue to be based on the employee's date of hire. The Fire Chief or his/her designee must recommend in writing the advancement in salary of each employee in his/her department who has met the requirements for compensation advancement.

F. All subsequent contracts will use the base pay and longevity rates therein contained. Changes in the compensation schedules shall be made in such manner as to maintain proper percentage relationships between the positions.

ARTICLE XVI
SALARY AND WAGE SCHEDULE

A. **Firefighting Force**

Grade	Title
01	Firefighter
02	Fire Equipment Operator
03	Fire Lieutenant
04	Fire Captain

B. For all employees hired after January 1, 1995, a new Class Grade 01 shall be created. New rates shall be established at:

Step 1 - 67% of Step 5

Step 2 - 79% of Step 5

Step 3 - 86% of Step 5

Step 4 - 93% of Step 5

C. All class grades shall receive a 2021 wage increase of two and one half (2.50) percent on Steps 1 through 5 (or step 1-7 on Schedule H) effective January 1, 2021, rounded off so that the biweekly pay is divisible by eighty (80) hours in even cents per hour. All class grades shall receive a 2022 wage increase of two (2.00) percent on Steps 1 through 5 (or step 1-7 on Schedule H) effective January 1, 2022, rounded off so that the biweekly pay is divisible by eighty (80) hours in even cents per hour. All class grades shall receive a 2023 wage increase of two and one half (2.50) percent on Steps 1 through 5 (or step 1-7 on Schedule H) effective January 1, 2023, rounded off so that the biweekly pay is divisible by eighty (80) hours in even cents per hour.

D. Effective at City discretion, no earlier than thirty (30) days after mutual signatures of the 1998-2000 Agreement, **direct deposit** shall be mandatory for all employees.

E. The City and the Union agreed to standardize the payroll system to make pay periods the same. All employees will have a two (2) week holdback of pay.

ARTICLE XVII
HOLIDAY PAY

A. **The following days shall be earned holidays:**

Fifty-six hour per week employees: New Year's Day, Easter, Memorial Day, Independence Day, Labor Day, September 11 (effective 1/1/2003), Thanksgiving Day, and Christmas Day. One-half (½) day preceding Christmas and one-half (½) day on Friday before Easter, and two and one-half (2-1/2) floating holidays (one floating holiday was added January 1, 2007) are also earned holidays for a total of eleven and one-half (11-1/2) earned paid holidays.

Forty hour per week employees: Effective January 1, 1998, Fire Prevention Bureau employees are eligible for two and one-half (2-1/2) floating holidays (one floating holiday was added January 1, 2007) as well as New Year's Day, Memorial Day, Independence Day, Labor Day, September 11 (effective 1/1/2003), Thanksgiving Day, the day after Thanksgiving, and Christmas Day and one-half (½) day preceding Christmas and one-half (½) day on the Friday before Easter. Generally, when a named holiday falls on Saturday, the preceding Friday shall be observed as the holiday; and when any such holiday falls on Sunday, the following Monday shall be observed as the holiday. However, when Christmas falls on a Saturday, the following Monday shall be observed as the holiday; and when Christmas Eve falls on a Sunday, the preceding Friday shall be observed as the holiday. Any other changes in the designated days for celebrating holidays will be posted by the City after consultation with the Union President.

B. Due to the continuous operation of the Fire Department, members of the Fire Department, working a twenty-four (24) hour shift schedule, shall receive compensatory pay for holidays worked at the double time rate. Such compensatory pay shall be apportioned as follows: Regular biweekly pay, divided by ten (10), multiplied by fifteen and thirty-three hundredths (15.33), divided by the number of pay periods in the year.

C. **Longevity pay** shall be included in computing holiday pay.

ARTICLE XVIII
UNIFORM ALLOWANCE

A. Effective January 1, 2003, Each new appointee to the Fire Department who is required to wear a uniform shall be paid one hundred dollars ($100.00) for an initial uniform allowance. Said one hundred dollars ($100.00) shall be paid on the pay day following the completion of the required probationary period.

B. In addition, such employees shall be compensated at the rate of one-twelfth (1/12) of the prevailing annual uniform allowance per month for the period between the beginning of the probationary period and the end of the calendar year in which said probationary period started, which additional amount shall be paid on the first pay day in January or on completion of probation when two (2) calendar years are involved.

C. Effective January 1, 2016, payable during the month of January each calendar year, a four hundred twenty-five dollar ($425.00) uniform allowance shall be paid to all other members of the Fire Department who are required to wear uniforms.

D. Upon termination, any employee that has successfully completed probation receiving benefits under this provision shall receive the prorated allowance for each full month worked in the current year.

E. All personnel are required to have a Class A uniform by July 1, 2016. Probationary employees shall be required to purchase a current uniform within 6 months of completing probation. Employees assume responsibility for purchasing NFPA compliant boots and helmet when current department issued equipment becomes obsolete. Members of the Sheboygan Fire Department who purchase their helmet and boots shall do so in accordance with current department regulations regarding employee purchased personal protective equipment. The Sheboygan Fire Department is not responsible for the replacement and or costs associated with damage to any member's personal traditional helmet, eye protection, or boots. Probationary employees will be provided boots and helmet during probation and up to 12 months after successful completion of probation.

F. **The City shall supply protective clothing** to members of the Fire Department, including, raincoats, gloves, and bunker pants. The standards of equipment furnished shall be established by the Fire Chief or his/her designee, and worn-out equipment must be turned in before replacement or when employment with the Fire Department is discontinued. Bedding shall be the responsibility of the employee.

ARTICLE XIX
SPECIAL SALARY PROVISIONS

A. **All supervisors shall be paid at a higher rate than their subordinates.** In the event that because of difference in length of service a supervisor is paid a rate of pay equal to or lower than one (1) of his/her subordinates, the supervisor shall be advanced to a step in his/her salary range which will provide him/her a rate of pay one (1) increment higher than any subordinate, regardless of the supervisor's length of service.

B. **Promotion to a class with higher pay range.** In the event a member of the Association is **promoted to a class with a higher pay range**, the entrance rate shall be at the employee's same step at the higher classification. Applicable longevity increases within the twelve (12) months after promotion will be effective on the first full pay period following the years of service requirements. The first twelve (12) months shall be considered the period of probation.

In the event a promoted employee does not pass probation, the employee will be re-assigned, without retesting, to his/her previous rank prior to promotion when the next vacancy occurs, according to the following process:

1. The employee's current position will be filled from the promotional list and the employee not passing probation will be re-assigned to a vacant position within the employee's previous rank.

2. If there is no immediate opening within the employee's previous rank, the employee will be temporarily assigned to an available lower rank until the next vacancy occurs within the employee's previous rank.

a. The lower rank assignment will be within the highest rank available for which the employee is qualified.

b. The employee will receive pay at the rank he/she previously held while waiting for a vacancy to occur.

c. There will be no expiration date for the employee to return to his/her previous rank. When that vacancy occurs, the employee's circumstance will supersede filling the vacancy from the promotional list.

d. The employee's seniority in rank shall be continued as if the employee never left his/her previous position.

The same process will be used in the event an employee is demoted.

C. **Employees at the minimum base pay range.** An employee whose **entrance rate is at the minimum** of the base range shall be advanced to the next higher rate at the beginning of the pay period following the completion of the first twelve (12) months of service, providing his/her service has been satisfactory. The probationary period may be extended by the Fire Chief. The employee's adjusted anniversary date shall be the date of acceptance. Subsequently, the employee shall be advanced annually to the higher rates within the pay range on the employee's adjusted anniversary date; and the new rate shall be paid on the first full pay period thereafter.

D. For employees hired after January 1, 2002: An employee must become certified by the Sheboygan Fire Department as a Fire Equipment Operator (FEO) prior to receiving his Step 4 (36 month) pay increase. In the event that an employee certifies as an FEO some time after the 36 month step, his/her pay will be adjusted to the appropriate step (based on date of hire) in the first full pay period following the FEO certification. Future step increases shall be based on date of hire, not date of FEO certification.

E. Effective January 1, 2012, compensation for working out of grade becomes part of an employee base salary. The most senior qualified employee shall be expected to act in

the higher grade, however if there is another qualified employee in the same station the most senior may waive the opportunity to work in the higher grade. When applicable the least senior qualified employee will be assigned roving duties, however the most senior qualified employee may elect to accept roving duties.

1. A Captain or a Lieutenant acting as a Battalion Chief shall receive an additional (6 ½%) above Captains rate in the same step while so assigned. Acting out of grade for less than eight (8) hours during a twenty-four hour period shall not be compensated. The intent is that a Captain and a Lieutenant shall each earn the same amount for acting as a Battalion Chief. A Captain or Lieutenant acting as a Battalion Chief shall receive an additional six and one-half (6 ½%) percent above the same step in Class Grade 05 while so assigned. Acting out of grade for less than eight (8) hours during a twenty-four (24) hour shift will not be recorded and will not be compensated.

2. In the event of an absence (longer than 30 days) in a paid position (FEO, LT, or Captain), the assigned replacement employee(s) will receive out of grade pay beginning the 31st day of the absence. In the event that absence was created due to a promotional delay, the assigned replacement employee(s) will receive out of grade pay retroactive to the first day of absence. In the event that absence was created due to normal usage of vacation/compensatory time, no out of grade will be received. The employee(s) shall receive the pay rate of the higher classification in their current pay step. Due to vacations, roving, etc the replacement employee may be more than one employee.

Payment for working in a higher classification will be paid annually on the first payday in February, unless it is practicable to pay it out on the payday after it is earned.

Effective January 1, 2012, Acting Pay and Paramedic 2% "rig" pay will be rolled up into a one-time $910.00 addition to each firefighters pay.

F. **Instructor Premium Pay.**

1. An **off-duty employee requested to instruct** department-required training, as designated by the Fire Chief as extra duty, will be paid at the time and one-half (1-1/2) rate computed by dividing the regular biweekly pay divided by one hundred twelve (112) x hours worked x one and one-half (1-1/2).

2. An **on-duty employee requested to instruct** department-required training as designated by the Fire Chief as extra duty, will receive instructor premium pay of an additional fifty (50) percent of the employee's regular hourly rate (biweekly rate without holiday pay divided by one hundred twelve (112) times five tenths (.5) times the hours of instruction.).

G. **Sheboygan Fire Department Instructors.**

1. The Fire Department shall pay all costs (registration, lodging, books, mileage, etc.) to attend any course required for a Fire Department instructor to maintain his/her status to teach that course. The Fire Department may, under the discretion of the Fire Chief, pay costs for a Fire Department instructor, to attend a course that can enhance that employee's knowledge of their field of expertise.

2. When practical, on-duty time will be provided to a Fire Department instructor to adequately prepare for his/her presentations.

3. When approved, those employees volunteering or assigned as instructors shall be eligible for compensation while preparing for training programs and will be paid at the time and one-half (1-1/2) rate computed by dividing the regular biweekly pay divided by one hundred twelve (112) x hours worked x one and one-half (1-1/2). Approval from the Fire Chief or his/her designee is on a case-by-case basis.

H. **Premium pay for work outside normal station work routine hours.**

1. Public relations/education. On duty employees required to represent the fire department for the purpose of public relations or public education outside the normal station work routine hours (8am-5pm weekdays, 8-11 Sat./Sun./holidays) will receive premium pay of an additional fifty (50%) percent of the employee's regular hourly rate (biweekly rate without holiday pay divided by one hundred twelve (112) times five (.5) tenths) for time assigned.

2. ***Training.*** The Fire Chief may require each employee to participate in two (2) training sessions per calendar year, to a maximum of four (4) hours outside the normal station work routine hours, at no additional expense to the City. Additionally, training sessions participated in with outside agencies other than solely the Sheboygan Fire Department must not exceed an additional six (6) sessions per calendar year, to a maximum of eighteen (18) additional hours outside the normal station work routine hours. (Sundays, and holidays are excluded.) Additional training may take place as agreed upon by the Fire Chief or his/her designee and the Union president or their designee.

I. Paramedic Preceptor Compensation

Each semester the Fire Chief, or his/her designee, will determine whether the Sheboygan Fire Department will participate in a paramedic preceptor program. The participation level shall not exceed one (1) paramedic student per ambulance.

The division of assignment and scheduling of assignment will be determined by the Fire Chief or his/her designee. Upon selection of station of the preceptor assignment, the most senior paramedic assigned to the ambulance will be given the option of precepting. If he/she declines, the other paramedic (if eligible) shall be assigned the duty. The preceptor shall be the "lead" paramedic on the assigned day. Probationary employees will not be assigned preceptor function.

For each 12 hour segment, the preceptor will accrue one (1) hour of compensatory time. Use of compensatory time earned is subject to the Department's Vacation/Comptime Leave Policy.

In the event a preceptor would be subject to loss of Emergency Medical Technician (EMT) license resulting from his/her role/duties as a preceptor, he/she would maintain employment and would not be bound by the condition of employment requirement of maintaining an EMT license. Said employee would be expected to make full efforts to regain his/her EMT license.

ARTICLE XX
SEVERANCE PAY

A. Effective January 1, 1988, **an employee upon retirement**, layoff without cause on the part of the employee, or death, will receive the following severance pay, less any amount paid out as a result of any previous terminations.

Effective January 1, 1998, the applicable pay rate for severance pay, for an employee retiring after December 18th in any given year, shall be set at the rate in effect on the first day of the next month. (E.g., if an employee retires on Dec. 26, 1998, he/she shall receive his/her severance payout at the Jan. 1, 1999 rate.) If there is no successor agreement in place at the time of retirement, an additional retroactive adjustment payment will be paid when the successor agreement terms become known.
Provided an employee gives a minimum of 30 day notice of retirement, monies earned from FLSA compensatory time, from acting out of grade, and holdback will be paid in the calendar year of the retirement notice.

1. **Vacation.** All unused vacation and earned vacation pay for all months of service from January 1 to the date of retirement.

    a. For employees assigned to the 24-hour shift duty, the formula for a tour of duty shall be regular biweekly pay including holiday divided by 112 multiplied by 24.

For example, a 26-year employee retires on August 29, without using any vacation during his retirement year. He will have earned 14 tours of duty of unused vacation and 7/12 (number of full months worked) times 14 tours of duty of earned vacation (=8.17 of earned vacation). His total vacation severance pay would be 22.17 (14 plus 8.17) times his tour of duty rate as defined above.

b. For employees assigned to the 8-hour workday schedule, the formula for a day shall be regular biweekly pay divided by 80 multiplied by 8.

For example, a 26-year employee retires on August 29 without using any vacation during his retirement year. He will have earned 25 days of unused vacation and 7/12 (number of full months worked) times 25 of earned vacation (=14.58). His total vacation severance pay would be 39.58 (25 plus 14.58) times his daily rate as defined above.

2. **Compensatory Time.** All accrued compensatory time, except Fair Labor Standards Act overtime, shall be paid at one and one-half (1-1/2) times the employee's regular biweekly pay at the time of termination. All Fair Labor Standards Act compensatory time shall be paid out at the biweekly regular rate as defined by law divided by one hundred twelve (112) x five-tenths (.5) x accrued hours.

3. A full-time employee in the bargaining unit with five (5) years or more continuous service is entitled to payment of one-half (½) of all **accumulated sick leave** up to a maximum of seventy-two (72) days' pay upon retirement, lay off without cause on the part of the employee, or death, less any amount paid out as a result of any previous termination. The employee, upon request, shall be allowed to deposit the after-tax value of one-half (½) of all accumulated sick leave, up to a maximum of seventy-two (72) days, for the purpose of payment of health insurance premiums, not to exceed the cost of insurance premiums for one year and including any increase in insurance premiums, as applicable. A day's pay does not include holiday pay if previously paid, and the rate of pay shall be the rate in effect at the time of retirement.

4. In addition, any employee who has successfully completed probation shall receive his/her **uniform allowance** prorated one-twelfth (1/12) for each full month of employment in the current year.

B. **Upon voluntary termination,** an employee will receive the following severance pay less any amount paid out as a result of any previous terminations.

1. **Vacation**:

a. All unused vacation pay shall be paid at the employee's biweekly rate with holiday pay for 56 hour-per-week employees.

b. All unused vacation pay shall be paid at the employee's biweekly rate for 40 hour per-week-employees.

2. **Compensatory time**. All accrued compensatory time except Fair Labor Standards Act overtime shall be paid at one and one-half (1-1/2) times the employee's regular biweekly rate of pay at the time of termination. All Fair Labor Standards Act compensatory time shall be paid out at the biweekly regular rate as defined by law divided by one hundred twelve (112) x five-tenths (.5) x accrued hours.

3. In addition, any employee who has successfully completed probation shall receive his/her **uniform allowance** prorated one-twelfth (1/12) for each full month of employment in the current year.

ARTICLE XXI
VACATIONS

A. Employees assigned to the twenty-four (24) hour tour of duty schedule shall receive paid vacation leave as follows:

After one (1) year of service, seven (7) tours of duty.
After five (5) years of service, ten (10) tours of duty.

After fifteen (15) years of service, thirteen (13) tours of duty.
After twenty (20) years of service, fourteen (14) tours of duty.
After twenty-two (22) years of service fifteen (15) tours of duty.

B. Employees assigned to an eight (8) hour work day schedule shall receive paid vacation leave as follows:

After one (1) year of service, twelve (12)days.
After five (5) years of service, seventeen (17) days.
After fifteen (15) years of service, twenty-two (22) days.
After twenty-two (22) years of service twenty-three (23) days.
After twenty-five (25) years of service, twenty-seven (27) days.

C. All employees must complete the "years of service" requirement prior to December 1 to be eligible for the first or next step in the vacation schedule. Employees hired on December 1 through December 31 will be entitled to the first or next step in the vacation schedule in the following year.

An employee who has submitted vacation or compensatory time off requests will be required to use these tours of duty as vacation days and/or compensatory time off, once the request has been processed and approved subject to the department policy governing vacation/compensatory time off unless a doctor certifies in writing that the employee would be unable to perform any of his/her normal job duties other than firefighting.

ARTICLE XXII
VACATION - FLSA AND REGULAR COMPENSATORY TIME - EMS DAY

This vacation – FLSA/regular compensatory time - EMS day article describes the granting of leaves of absence for the use of vacation, FLSA or regular compensatory time, an EMS day, or the benefits of Convention Leave or School for Workers. Contractual leaves of absence for the use of vacation, FLSA or regular compensatory time off, an EMS day, Convention Leave, or School for Workers are to effectively maintain staffing levels and work schedules of department personnel.

Leave Period - One of seven time frames throughout a calendar year that contains five leave cycles.

Leave Cycle – A sequential combination of three scheduled tours of duty assigned as vacation days.

EMS Day - Regarded the same as a vacation day for granting as a leave of absence.

ADMINISTRATION

A. Employees may use cycles for vacation, an EMS day, Convention Leave, School for Workers, FLSA and regular compensatory time requests, or as required by law. The computer entry of a leave of absence request is the responsibility of the employee.

B. A maximum of four union personnel will be approved for leaves of absence in accordance with this article at any given time. Personnel off on leave for department funded and/or required business would be considered as one of the four union personnel. (This is a factor in granting untimely off-duty and same day leave of absence requests only.)

C. Of the allotted four (4) persons, no more than two (2) paramedics will be approved for leaves of absence on the same date(s). This rule will be in effect unless ten (10) or more paramedics are assigned to the shift.

D. If an employee has not requested the use (all or part) of a selected cycle within fifty (50) days prior to the start of the cycle, the cycle is considered vacated and available to other employees. Requests made forty-nine (49) through forty-five (45) days prior to the start of a vacated cycle will be considered as received at the same time and will be awarded in preference of the employee requesting a full cycle and then by seniority. Days in vacated cycles that were not requested as a full cycle will be approved as timely forty-five (45) days in advance of each individual day. A separate entry must be made for each date requested. Requests for full tours of duty take preference over partial tour requests.

E. Timely requests shall be submitted at least forty-five (45) days prior to the requested date. Timely requests are considered final; no request for change will be honored.

F. Leave of absence requests for days outside of scheduled cycles or untimely unused days within scheduled cycles will be approved on a first-come, first-served basis, and the earliest dated request will be given preference. In the event that two or more requests for the same date are entered on the computer on the same date, preference will be given to the employee requesting a full tour, and then by seniority.

G. Untimely requests for more than one date must have separate entries for each requested date.

H. Untimely requests may be approved once the fourteen (14) days prior limit elapses providing the minimum staffing level for the date requested will be maintained. Employees making untimely requests must verify approval within six (6) days of the date requested with the Fire Chief or his/her designee to be granted final approval.

I. The Battalion Chief may approve an employee's request for a leave of absence on the same day requested, subject to the limitations set forth in **item O** (Exceptions). Same day requests will be approved in preference of the greatest number of hours requested and then by seniority. The Battalion Chief will receive requests between 6:45 a.m. and 7:00 a.m. The employee requesting leave must call the Battalion Chief back after 7:00 a.m. to confirm the leave.

J. All requests for vacation or an EMS day, timely or untimely, shall be for full tours of duty.

K. All FLSA or regular compensatory time requests between the hours of 8:00 a.m. and 8:00 p.m. shall be for a minimum of four (4) hours. Requests for time extending past 8:00 p.m. shall be for the remainder of the shift.

L. Leave periods will be selected by seniority. Trading or relinquishing selected dates is the responsibility of the employee. To ensure that the responsibility is properly placed, a cycle trade must be signed by both employees involved.

M. In the event that an employee(s) is transferred, he/she will retain his/her chosen leave cycle provided he/she remains on the same shift. In the event that an employee(s) is transferred to a different shift, he/she will be assigned the vacant leave period. Although

these instances may result in a potential violation of the rule outlined in paragraph C, timely requests will still be granted for assigned cycles. In the event that more than one (1) vacation period is available due to multiple transfers, the vacation periods will be selected by seniority. The selection process will still be subject to the selection rule regarding two (2) paramedics at one time. For assigned (not chosen) transfers, reasonable efforts to accommodate immediate vacation needs will be made.

N. In the event that an employee trades a cycle, or any portion of a cycle, and the employee is subsequently transferred to a different shift, the cycle and periods become the property of the employee newly appointed to the shift. Any trade or trades of the transferred employee's former assigned cycles must be renegotiated with the newly appointed employee. If there are fewer than fifty (50) days between the newly appointed employee's date of assignment and the first day of the cycle or date within the cycle previously requested or traded, the requested cycle or trade is to be honored by the new appointee.

O. At no time will this article abrogate or supersede the powers of the Fire Chief as contained in Article VII (B) of the existing contract.

P. Exceptions: Untimely vacation-FLSA compensatory time may not be granted under the following conditions:

a. The absence causes the department to call in a replacement because of the inability of the department to obtain a replacement from the remaining on duty personnel.

b. A department-sponsored school or training causes staffing to drop to the minimum level.

Summary of Leave of Absence Timetable:

Fifty (50) days or more in advance of the first date of the cycle: requests in selected or traded cycles ***are timely***.

Under fifty (50) days in advance of the first date of the cycle: dates not requested ***are considered to be vacated***.

Forty-five (45) through forty-nine (49) days in advance of the first day of any vacated cycle: requests for entire vacated cycles are timely. Requests for entire cycles submitted during this time period are granted by seniority.

Forty-five (45) through forty-nine (49) days in advance of any vacated tour of duty: requests for any individual vacated tour of duty are timely. When an entire vacated cycle has not been requested, then each vacated tour of duty will be granted by seniority.

Forty-four (44) through fourteen (14) days in advance of each date: requests ***are untimely.***

Under fourteen (14) days in advance of each date: only same day requests can be granted.

ARTICLE XXIII
UNION ACTIVITIES

A. The City agrees to allow a Union Steward and/or the members of the Grievance Committee sufficient time for the proper processing of a grievance as outlined in this Agreement. The aggrieved party shall also be given sufficient time during their tour of duty for the proper processing of his/her grievance.

B. Business agents or representatives of the Union having business with the officers or individual members of the Union may confer with such officers or members during the course of the working day for a reasonable length of time, providing that permission is first obtained from the commanding officer or superior officer of that Union officer or member.

C. The City agrees not to deduct such reasonable time from the pay of such officers or members and agrees also that time spent in the conduct of grievance and in bargaining shall not be deducted from pay of delegated employee representatives of the Union.

D. Members of the bargaining committee who are on duty on the days the City meets with this committee shall also be given time off to attend such meetings up to a combined maximum of 200 hours for on duty time spent annually unless extended by mutual agreement. A rig may not be taken out of service without the Fire Chief's approval.

E. The Union's grievance committee shall be determined by the Association. The Union's bargaining Committee will be determined by the Association. Either party may select an attorney for purposes of conducting negotiations under the provisions of 111.70 of the Wisconsin Statutes.

F. No payment will be made for time spent outside the normal workday or workweek for Union business unless required by law.

G. No union member or officer shall conduct any union business on City time except as specified in this Agreement. No union meeting shall be held on City time or city property without authorization of the Fire Chief.

ARTICLE XXIV
MILITARY SERVICE

A. All state or federal laws pertaining to service in the armed forces by an employee on temporary leave of absence for such military service is hereby made a part of this Agreement by reference.

B. All leaves of absence for military service will be without pay. No sick leave accumulation or City payment of health insurance premium will be made for absences of one full calendar month or more. Vacation and an EMS day will be accrued and holiday pay will be received during military leave. Seniority in department and in rank will accrue during military leave. The employee will be reassigned to his/her position prior to military leave or, if practicable, promoted or transferred to positions posted during his/her absence.

ARTICLE XXV
SICK LEAVE

A. Personnel on extended sick leave must report, on a weekly basis, to the Fire Chief or his/her designee either in person or by telephone stating his/her condition, work limitations, and anticipated date of return to duty.

1. Each member covered by the Agreement shall be entitled to sick leave credit of one (1) workday with pay for each completed month of service with pay. Unused sick leave may be accumulated up to a maximum of one hundred forty-four (144) workdays.

2. Unused sick leave accumulated in excess of one hundred forty-four (144) days prior to 1985 shall be pooled in the Fire Department and may be restored for use by individual members of the Department in the event of an extended illness. All such requests to participate in the sick leave pool must be made in writing by the employee to the Fire Chief setting forth and including the following information:

   a. Submission of satisfactory medical evidence from a physician on a form prescribed by the City listing the qualified serious health condition of the employee certifying that the employee has been incapacitated for said period of absence, the estimated period of time the employee will continue to be incapacitated, and the nature and prognosis of the illness or injury.

   b. An employee who is using sick days from the sick leave pool shall furnish an updated Physician's Report from his/her physician on the form prescribed by the City more or less than thirty (30) days for recertification unless this requirement is waived by the Fire Chief or his/her designee.

3. The administration of the sick leave pool shall be under the jurisdiction of the Fire Chief after he/she has consulted with the Director of Human Resources and Labor Relations, as well as, Local 483's Executive Board, in compliance with the applicable state and federal laws including ADA and FMLA, etc. Each employee must accumulate the basic one hundred forty-four (144) days' sick leave and all additional days shall then be

credited to his/her retirement insurance credit account. An employee is not eligible to participate in the sick leave pool or bank if he/she is eligible for other City-paid benefit programs, including but not limited to the following list:

City-paid retirement disability programs
Social Security disability benefits
City-paid annuity programs

4. Employees absent from work on legal holidays, during sick leave, vacation, or disability arising from injuries sustained in the course of their employment, or for authorized leaves of absence with pay shall continue to accumulate sick leave at the regularly prescribed rate during such absence as though they were on duty, subject to the maximum limitation herein provided.

5. An employee eligible for sick leave with pay may use such sick leave upon approval of the Fire Chief for absence due to non-occupational illness, injury, exposure to contagious disease, or up to two (2) tours of duty in an emergency due to serious illness in the employee's immediate family. The terms "emergency due to serious illness" as referred to above is such illness, which in the reasonable opinion of a physician, requires immediate and indispensable care or hospitalization. The term **"immediate family"** as referred to in this section is hereby defined as follows:

   a. Spouse of the employee.

   b. Unemancipated children of the employee under the age of 18.

   c. Disabled dependents of the employee who are wholly dependent upon the employee for their support and maintenance and who reside in the employee's household.

   If while on duty, an employee's wife has a normal pregnancy delivery devoid of serious complications, said employee may utilize sick leave or the remaining portion of that tour of duty, regardless of departmental staffing needs. In addition,

said employee may use up to either two (2) days of vacation, accrued compensatory time, or unpaid leave of absence to attend to personal business during the period of his/her wife's convalescence regardless of departmental staffing needs. Employees will not be ineligible for benefits as contained in this Agreement as result of said time off to attend to personal business.

6. The Fire Chief or his/her designee may require a medical certificate to justify the granting of sick leave.

7. An employee on sick leave shall inform his/her immediate supervisor of the fact and the reason therefore prior to the day of absence or as soon as possible but no later than eight (8:00) a.m. of the first day of absence; and failure to do so within a reasonable time may be cause for denial of pay for the period of absence.

8. Absences for a fraction or part of a day that are chargeable to sick leave in accordance with these provisions, shall be charged proportionately in an amount not smaller than one-eighth (1/8) day for employees who work a twenty-four (24) hour tour of duty. Absences for a fraction or part of a day that are chargeable to sick leave shall be charged in one (1) hour increments for employees working a regular eight hour shift.

9. Employees who work a twenty-four (24) hour tour of duty shall be charged at the rate of two (2) days for each twenty-four (24) hour tour of duty that is missed. The employee shall be charged in proportion to the time missed in amounts not smaller than one-eighth (1/8) day of sick leave. (Schedule of Sick Leave Attached, Exhibit B)

10. It is recognized that sick leave is a valuable benefit paid for by the City to be used solely for bona fide sickness, accidents, or emergencies.

11. Use of the sick leave pool is available to all active employees and is limited to a maximum of 12 months of utilization (once employee enters the sick leave pool). Employees unable to return to work upon the expired 12 months will transition to inactive employment and will either be laid off, need to apply for retirement benefits (if qualified) or long term disability benefits.

12. In the event any employee has misused the sick leave provisions contained herein or has requested the use of sick leave when such sick leave is not warranted, he/she shall subject himself/herself to disciplinary action.

ARTICLE XXVI
DUTY-INCURRED DISABILITY

A. Each employee covered by this Agreement who becomes subject to the Workers' Compensation Act due to an injury or industrial disease with the City shall receive his/her regular straight-time wages for the period of time he/she is temporarily totally or temporarily partially disabled because of said injury, effective January 1, 2001, not to exceed six (6) months *per* injury, and providing such employee endorses his/her compensation check from the insurance carrier over to the City Finance Director/Treasurer for deposit in the proper fund. The amounts thus received in excess of payments to which the employee would be entitled under the provisions of the Workers' Compensation regulations shall be attributable to and applied as an offset by the City to any claim which the employee may be entitled to because of a permanent injury sustained.

B. After the expiration of the six (6) months, such person shall receive only the compensation to which he/she would be entitled under the provisions of the Workers' Compensation regulations unless permission is granted under (C) below.

C. After the expiration of the six (6) months, such employee may, with the permission of the governing body, use his/her base sick leave under Article XXIV of this contract.

D. Members of the Fire Department who have not completed their initial one (1) year probationary period as new members of the department shall not receive duty-incurred disability pay from the City for any physical condition, or aggravation of a physical condition, preexisting the date of hire of such persons.

E. In the event an employee is injured, either on or off the job, and has physical restrictions that would allow the employee to perform a task in a light-duty capacity, management has

the ability to assign work within the restrictions noted by a physician. Employees may be required to move to a flexible, 40-hour work-week, with no loss in pay and/or benefits with the following stipulations:

1. Absence is anticipated to be greater than 3 cycles.

2. Employee may agree to move to a 40-hour work week immediately; however, the light duty assignment may be issued while an employee continues to work on their normal schedule for up to three (3) cycles.

3. Employee may rescind previously approved vacation during the absence.

4. Depending on the case, if a hardship exists, the employee may request to remain on their 24 hour shift, appealed to the Chief and Human Resources Director. Examples include issues relating to childcare, eldercare, etc.)

5. In the event of a non-work related injury/illness and pregnancy, an employee may be eligible for limited term restricted duty subject to available work, skill level, and documented medical restrictions.

ARTICLE XXVII
HEALTH INSURANCE

A. Actively employed Firefighters will be offered medical insurance at the same premium contributions as Non-Represented employees of the City of Sheboygan. This benefit ceases when the employee is laid off, discharged, or quits, subject to applicable federal laws (COBRA).

B. Eligible employees who retire after January 1, 1979, may participate in the City's medical insurance plan for retirees, subject to the limitations and conditions contained in Gen. Ord. No. 126-76-77.

1. Said employees shall pay the entire premium for retirees established with the City's insurance carrier to the Finance Director/Treasurer on or before the fifth day of the month preceding coverage.

2. Retirees are part of the City health insurance group. Retirees shall have the same benefit level as active employees. Retirees' premium rates shall be the same as active employees.

3. An employee may select either a family or single plan at retirement. Said retiree shall be allowed to switch from single to family or from family to single as his/her personal circumstances change. The retiree must notify the City of a change at least thirty (30) days prior to implementation. This provision is subject to availability of this option by the City's carrier and that change from single to family is limited to one (1) per retiree and only in the event his/her spouse loses outside coverage. (See attached Letter of Intent)

4. A surviving spouse is eligible to remain in the City plan.

5. Upon eligibility for Medicare, Medicare benefits will be integrated. The retiree premium rate will be reduced to reflect this integrated program.

6. A retiree shall be defined as any City employee who is eligible for, or is receiving, benefits from programs covered by Chapter 40 of the WI State Statutes.

C. Employees who attain one hundred forty-four days (1,152 hours) of unused sick leave shall be eligible to participate in the **Good Attendance/Retirement Bonus Program** effective January 1, 1988. Under the program and upon retirement the employee will be given a maximum of one (1) retirement insurance credit for each unused sick leave day accumulated after January 1, 1985 in excess of one hundred forty-four (144) days. In each case of an extended non-occupational injury or illness in excess of fifteen (15) consecutive tours of duty during the ten (10) calendar years immediately preceding an employee's retirement date an additional one-half (½) credit will be given for each consecutive sick day used in excess of fifteen (15) consecutive tours of duty during said injury/illness. Effective January 1, 2007, upon retirement all accumulated retirement insurance credits will be converted into cash value at the rate of twelve (12) percent of the single plan rate in effect on the last day worked with a cap of ninety (90) dollars per credit. The rate will be reviewed during future contract negotiations.

Employees who retire shall be credited with fifty-five dollars and seventy-three cents ($55.73) effective January 1, 2007, per month times the number of months from the month after retirement until age sixty-five (65) or until eligible for Medicare or any government-sponsored insurance whichever occurs first. Employees who retire shall be credited with fifty-seven dollars and fifty-four cents ($57.54) effective January 1, 2008, per month times the number of months from the month after retirement until age sixty-five (65) or until eligible for Medicare or any government-sponsored insurance whichever occurs first. Employees who retire shall be credited with fifty-nine dollars and twenty-seven cents ($59.27) effective January 1, 2009, per month times the number of months from the month after retirement until age sixty-five (65) or until eligible for Medicare or any government-sponsored insurance whichever occurs first. Employees who retire shall be credited with sixty dollars and sixteen cents ($60.16) effective July 1, 2009, per month times the number of months from the month after retirement until age sixty-five (65) or until eligible for Medicare or any government-sponsored insurance whichever occurs first.

1. Upon retirement all credits and monies referred to in Subsection (F) shall be placed into a City escrow account from which the retiree's premium for the City's health insurance plan for retirees will be paid in an amount equal to the cost of the lowest priced single health insurance plan until age sixty five (65) or until said retiree becomes eligible for Medicare or any government sponsored insurance, dies, or until the account is exhausted, whichever occurs first. A surviving spouse shall receive all retiree health insurance benefits and credits earned by his/her spouse (surviving spouse shall be treated as if he/she were the former employee).

2. Upon retirement, all said employees' sick days accumulated after January 1, 1985, which are accredited to the sick leave pool shall be removed from the employees' sick leave accounts and the department's sick leave pool.

3. The intent of the Firefighters Retiree Health Insurance Good Attendance/Retirement Program as it relates to one (1) retirement insurance credit for each unused sick leave day is: For each unused sick leave day (8 hours) in Fire Department that is credited to the sick leave pool that is above one hundred forty-four (144) base days pursuant to the Agreement initialed on February 23, 1988, you will receive one (1) retirement insurance credit. The intent being if you work a full month with no sick leave, you will receive one (1) credit pursuant to the above requirements.

D. A surviving spouse of a deceased employee with fifteen (15) or more years of continuous service in the Fire Department may participate at his or her own expense in any City hospitalization plan covered by this Agreement provided he or she meets the following conditions:

1. Marriage to the employee must have been for at least a five (5) year period.

2. The surviving spouse remains unmarried.

3. The surviving spouse is not eligible for other group insurance.

4. The surviving spouse is not eligible for government-sponsored medical insurance.

ARTICLE XXVIII
DENTAL INSURANCE

A. Actively employed Fire Fighters will be offered the same dental insurance as Non-Represented employees of the City of Sheboygan, including the same plan design, and the same employee premium contributions relative to full or part-time employment. This benefit ceases when the employee is laid off, discharged or quits, subject to applicable federal laws (COBRA).

ARTICLE XXIX
LIFE INSURANCE

A. The City agrees to continue in force the present life insurance or comparable coverage. The City agrees to contribute 50% of the member's monthly basic life insurance premium costs of the Wisconsin Employee Group Life Insurance Plan or comparable coverage for eligible members of the bargaining unit.

ARTICLE XXX
PENSIONS

A. Effective 1/1/2016, each employee will contribute the yearly State-identified protected employee contribution amount to the Wisconsin Retirement System of applicable wages as determined by the Wisconsin Retirement System.

B. All such payments or contributions made by the City shall be reported to the Wisconsin Retirement System in the same manner as though deducted from the earnings of the participating employees; and all such payments or contributions made by the City shall be available for all retirement fund benefit purposes to the same extent as normal contributions which were deducted from the earnings of participating employees, it being understood that such payment made by the City shall not be considered municipality contributions.

C. **A deferred compensation plan** with the International City Management Association for City employees shall be made available by a City of Sheboygan Resolution in accordance with the Tax Report Act of 1978 (H.R. 13511). Wisconsin Deferred Compensation Program and Nationwide will also be offered.

ARTICLE XXXI
PHYSICALS

Physical examinations may be required by the Fire Chief or his/her designee at any time at the expense of the City; however, every member of the bargaining unit will be required to undergo a physical examination from one (1) of three (3) doctors designated by the Fire Chief or his/her designee at the City's expense during the following years of employment (These doctors may be from one medical facility.): 16th year of employment, 26th year of employment, 32nd year of employment, 38th year of employment, and 44th year of employment. None of the designated doctors may be the member's own family physician. Such doctor shall furnish to the Fire Chief or his/her designee the completed medical examination form provided by the City, copy of which is attached hereto, certifying as to the physical and mental condition of the member so examined.

ARTICLE XXXII
LOSS OR DAMAGE

A. The City agrees that employees shall not be charged for any loss or damage of City-owned property or materials unless clear proof of maliciousness is shown.

B. The City agrees to cover the drivers of all Fire Department vehicles with sufficient bodily injury liability and property damage liability insurance to cover any claim against said driver involved in an accident while driving a City-owned vehicle.

C. Should the City fail to carry sufficient liability insurance or allow such insurance to lapse, the City hereby recognizes its obligation and assumes full monetary responsibility.

ARTICLE XXXIII
TIME TRADES

A. Employees, solely at their option and with approval of the department, may agree to substitute for one another during scheduled work hours in performance of work in the same capacity. The hours worked shall be excluded by the employer in the calculation of the hours for which the substituting employee would otherwise be entitled to overtime compensation under the Fair Labor Standards Act. Where one employee substitutes for another, each employee will be credited as if he or she had worked his or her normal work schedule for that shift.

B. Captains shall be responsible for the approval of all time trades, which shall be submitted in writing. Once approved all time trades shall be considered as final.

C. Time trades shall not create roving and shall provide qualified personnel at the time of approval, which shall not occur more than 45 days prior to the time trade.

D. The City assumes no liability or responsibility for repayment of time trades. Employees maintain all records regarding time trades exclusive of the written request.

E. The City shall not be responsible for any additional costs related to time trades.

ARTICLE XXXIV
TRAINING

A. **In-service training** shall be conducted during duty hours on City time.

B. The City will pay for tuition and textbooks within the budgetary limits to attend job-related fire training courses as determined necessary by the Chief and upon approval of the Fire Chief or his/her designee providing the employee satisfactorily completes said course.

In no event shall there be any payments of these benefits where an employee is eligible for Veteran Administration benefits, grants, or other reimbursement for said tuition and textbooks.

C. Each employee assumes full responsibility for learning and knowing the material presented at training sessions and further agrees to maintain a level of professional competence and physical and mental fitness necessary to perform the work assigned to him/her.

D. Both parties to this Agreement recognize that physical fitness is of paramount importance in the fire service. Persons employed in the fire service are expected and frequently required to perform at emergencies under extremely high levels of physical effort and stressful conditions. Physical fitness is a condition of employment.

E. In the event an employee has been approved to attend outside training while on duty is unable to do so due to insufficient staffing, the employee, at the discretion of the Fire Chief enjoys the right to attend the class by making a trade under **Article XXXIII**. In the event an employee makes a trade as described, the City will grant the employee who has covered the trade time off at a later date under **Article XXII**. The employee shall have nine months to use the time after which the Fire Chief or his/her designee will assign the time off.

ARTICLE XXXV
NO OTHER AGREEMENT

The City agrees not to enter into any other agreement, written or verbal, with bargaining unit personnel, individually or collectively, which in any way conflicts with the provisions of this Agreement or which usurps the Union's representative function.

ARTICLE XXXVI
SAVINGS CLAUSE

Each and every clause of this Agreement shall be deemed separable from each and every other clause of this Agreement to the end that in the event that any clause or clauses shall be finally determined to be in violation of any state or federal law, then and in such event such clause or clauses only, to the extent only that any may be so in violation, shall be deemed of no force and effect and unenforceable without impairing the validity and enforceability of the rest of the Agreement, including any and all provisions in the remainder of any clause, sentence, or paragraph in which offending language may appear. In the event of such contract clause invalidation, both the City and the Union agree to meet within ten (10) days of such determination and negotiate a valid clause reflecting the intent of the parties and to reach such agreement concerning such valid clause within thirty (30) days. Said thirty (30) days may be extended by mutual consent of both parties.

ARTICLE XXXVII
WAIVERS

The terms and conditions of this Agreement, or any breach thereof, can only be waived by mutual agreement of the parties. Any such waiver shall not constitute a precedent in the future enforcement of all its terms and conditions.

ARTICLE XXXVIII
EMS

Any member assigned to fire suppression/rescue duties who obtains and maintains a State of Wisconsin First Responder or higher certificate as required by the Department will be granted one (1) EMS Kelly Day per year beginning after implementation of said program, to be used under the current staffing provisions of the Vacation/Compensatory Time Policy;

The EMS Kelly Day must be used within the calendar year and may not be accrued, traded, or accumulated as part of a severance pay out or a voluntary termination or termination by the department with cause;

The EMS Kelly Day may only be used by non-probationary members of the Fire Department;

All costs of education, training, certification, registration, or equipment related to Emergency Medical Service shall be paid by the Employer;

Should the Fire Department no longer provide Emergency Medical service, the provisions of this Article shall not have any force or effect.

Effective December 31, 2009, employees receiving paramedic premium pay shall relinquish their assigned EMS day.

ARTICLE XXXIX
DURATION

A. This Agreement shall be effective when signed by both parties and shall remain in full force and effect until its expiration date, December 31, 2023. This Agreement, reached as a result of collective bargaining, represents the full and complete agreements between the parties and supersedes all previous agreements between the parties. It is agreed that all matters which are referred to in this Agreement, and all matters which are not referred to in this Agreement but were either discussed during the negotiations which resulted in this Agreement or could have been discussed in such negotiations shall not be open for negotiations during the term of this Agreement, unless specifically provided for in this Agreement.

B. On or before June 1, 2023, either party hereto may notify the other party in writing of its desire to negotiate the terms and provisions of a successor Agreement. Promptly following such notification, and specifically within the next one hundred and twenty (120) days, the parties hereto shall meet and engage in such negotiations.

C. If neither party hereto gives notice to the other party of its desire to negotiate a successor Agreement prior to the expiration date of this Agreement as above provided, this Agreement shall automatically be renewed for successive one (1) year terms thereafter.

ARTICLE XL
RETROACTIVITY

A. Retroactivity will be paid on increases in salary from January 1, 2021, until this contract is executed. All benefits will be retroactive to January 1, 2021, unless otherwise noted.

B. All other changes in this Agreement shall be effective upon execution to be not later than ten (10) days after ratification by both parties, except where stated otherwise.

Letter of Intent

The following wording regarding the ability of a retired employee to change from a single plan to a family plan was placed in the contract January 1, 2001:

> "An employee may select either a family or single plan at retirement. Said retiree shall be allowed to switch from single to family or from family to single as his/her personal circumstances change. The retiree must notify the City of a change at least thirty (30) days prior to implementation. This provision is subject to availability of this option by the City's carrier and that change from single to family is limited to one (1) per retiree and only in the event his/her spouse loses outside coverage."

This Letter of Intent is to clarify that wording.

A. This provision will take effect on January 1, 2001. As of that date, this wording shall cover all current retirees and future retirees.

B. The option to change from a single to family plan can only be implemented once.

C. If a retiree's spouse has a loss of outside medical coverage from his/her place of employment, the retiree can change his/her City plan from single to family.

1. The spouse can enter unconditionally upon completion of his/her COBRA rights with the previous employer, or

2. The spouse may enter prior to the completion of COBRA with proof of insurability.

3. Should a retiree marry, he/she can change from a single plan to family if:

   a. He/she has not already used the one-time single to family provisions previously.

   b. The spouse is not eligible for employer-sponsored health insurance.

   c. The spouse is not eligible for COBRA health insurance through a previous employer. (Unless he/she provides proof of insurability (see #C.2.).

D. Definitions.

1. **Loss of outside medical coverage of an employee's spouse:** Circumstance which leaves spouse without health insurance. Retirement, voluntary termination, involuntary termination, layoff are examples of loss of outside medical coverage.

2. **COBRA.** The current law in effect which requires an employer to offer availability of continued medical insurance in their plan following discontinuation of employment.

3. **Proof of insurability.** A medical examination to assure that there are not existing medical conditions that would be exorbitantly expensive to the City Plan.

Signed by the duly authorized representatives of the parties hereto, at Sheboygan, Wisconsin, this _____ day of _____, 20____.,

FOR THE CITY

_____
Michael Vandersteen
Mayor – City of Sheboygan

_____
Meredith DeBruin
City Clerk – City of Sheboygan

FOR LOCAL 483

_____
Brendan Hughes
Union President

_____
Chase Longmiller
Union Representative

_____
Joel Johnsrud
Union Representative

_____
William Cherek
Union Representative

EXHIBIT A

Part-time Work Report

Name _____ Date _____

Place working and address _____

_____

Type of work _____

Average hours worked (per week) _____

Time of day worked (day-night) _____

Can you be contacted for firefighting duty (yes-no) _____

Report made to (Chief, Dep. Chief) _____

Signed _____

FD-71

INDEX

Emp #	Last **Name**
649	ANHALT
1888	BECKER
6496	DAUM
6801	DERUS
6860	DIENER
7921	DUMOVICH
8271	EISCH
30341	ENDSLEY
8778	ERTEL
8889	EWERT
9500	FISCHER
10758	GILBERTSON
578	HEINS
15867	HERMANN
16051	HEYN
17983	HORN
18401	IRISH
19712	JOHNSTON
21088	KIRK
21881	KLOKOW
22200	KNIER
22366	KOCMOUD
22388	KOHLBECK
22661	KOLBERG
23821	KRUEGER
23918	KRUSE
23925	KUCKUK
24711	LANGHOFF
24836	LASTUSKY

26131	LEONHARDT
27730	MARES
28851	MCLAUGHLIN
30596	MOLITOR
33781	PAYNE
34200	PITSCH
66602	PODRZAY
34610	PRIEBE
35087	RADTKE
35339	RAJER
36300	REINFELDT
36850	RICHTER
37201	RISSE
37205	RISSE
37732	ROSENWALD
39202	SAEGER
39600	SCHAFHAUSER
41093	SCHUBERT
41347	SCHUEFFNER
42352	SHARPE
42432	SHERVEN
43701	SPATT
46671	THIEME
46956	TOTH
71850	VAN DER WEELE
48500	VERHELST
48567	VIGLIETTI
50721	WENDLANDT
51101	WERNER
52310	WILLIAMS
53115	WORTHMAN

53370	ZABEL
53481	ZEMKE
53487	ZENGLER
	Red text

Addendum 3

Pay Schedules

February 15, 2021

SUMMARY OF CONTRACT CHANGES

City of Sheboygan and International Association of Firefighters Local 483

A thorough review of the firefighter union contract was conducted by both city management and union representatives. The majority of the changes that were made in the contract were simple language changes to clarify titles and roles throughout the contract, as well as to clarify meaning or remove redundant language. In addition to the language changes, the following are the significant changes or updates:

-The span of the contract is from January 1, 2021 through December 31, 2023.

-The wage increases over those three years are 2.5% for 2021, 2.0% for 2022, and 2.5% for 2023.

-The good attendance credit increased from $65/credit to $90/credit.

-All firefighter candidates on the Lieutenant current eligibility list shall be first to act up as the company officer whenever appropriate.

Submitted by

Vicky Schneider, Director of Human Resources and Labor Relations
City of Sheboygan

III

Res. No. _____ - 20 - 21. By Alderperson Bohren. February 15, 2021.

A RESOLUTION pursuant to the extraterritorial plat approval jurisdiction of the City of Sheboygan approving the final plat of Koppelmann Estates subdivision in the Town of Sheboygan, the preliminary plat being approved by the City Plan Commission on December 15, 2020.

RESOLVED: That pursuant to the extraterritorial plat approval jurisdiction of the City of Sheboygan, the final plat of Koppelmann Estates subdivision, located in part of the Northwest ¼ and Southwest ¼ both of the Northwest ¼ of Section 17, Township 15 North, Range 23 East, Town of Sheboygan, Sheboygan County, Wisconsin, is hereby approved.

City Plan

_____

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

Koppelmann Estates LLC
4539 South Taylor Drive
Sheboygan, Wisconsin 53081

February 9, 2021

Mrs. Meredith DeBruin
Clerk of City of Sheboygan
828 Center Avenue
Sheboygan, WI 53081

Dear Mrs. DeBruin,

SUBJECT: Final Plat – Koppelmann Estates

As part of the proposed land development for the Koppelmann Estates subdivision in the Town of Sheboygan, we respectfully make application for extraterritorial review and approval of the final plat.

On December 15, 2020 the City Plan Commission approved the preliminary plat for Koppelmann Estates.

We appreciate the City's consideration of this final plat to allow for the planned development.

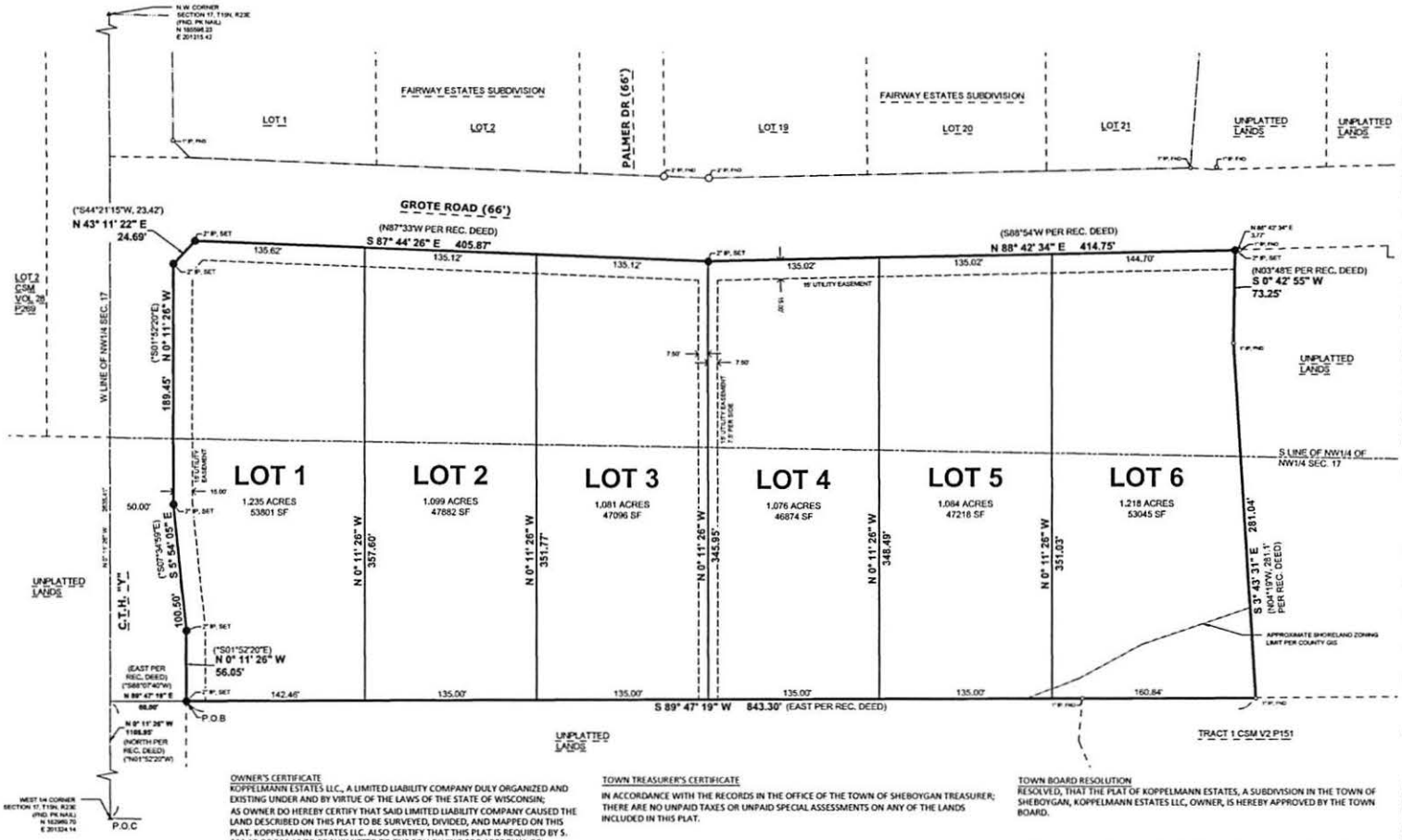
Sincerely,

Robert Ross Werner

Vice-President – Koppelmann Estates LLC

KOPPELMANN ESTATES

PART OF THE NW¼ AND SW¼,
BOTH OF THE NW¼, ALL IN SECTION 17, T15N, R23E,
TOWN OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN



SURVEYOR'S CERTIFICATE

I, CRAIG RUSCH, REGISTERED LAND SURVEYOR, HEREBY CERTIFY:

THAT IN FULL COMPLIANCE WITH THE PROVISIONS OF CHAPTER 236, WISCONSIN STATUTES, THE SUBDIVISION REGULATIONS OF SHEBOYGAN COUNTY, AND UNDER THE DIRECTION OF OWNER, KOPPELMANN ESTATES LLC., I HAVE SURVEYED, DIVIDED, AND MAPPED KOPPELMANN ESTATES SUBDIVISION THAT SUCH PLAT CORRECTLY REPRESENTS ALL EXTERIOR BOUNDARIES. THE SUBDIVISION OF THE LAND SURVEYED IS PART OF THE NORTHWEST 1/4 AND SOUTHWEST 1/4 BOTH OF THE NORTHWEST 1/4 OF SECTION 17, TOWNSHIP 15 NORTH, RANGE 23 EAST, TOWN OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION 17;
THENCE N0° 11' 26"W (NORTH DEED) ("N01°52'20"W) ALONG THE WEST LINE OF THE NW1/4 OF SAID SECTION 17, 1108.95 FEET;
THENCE N89° 47' 19"E (EAST DEED)("S88°07'40"W), 60.00 (60 DEED) FEET TO A POINT ON THE EASTERLY LINE OF COUNTY ROAD "Y" AND THE POINT OF BEGINNING;

THENCE FROM SAID POINT OF BEGINNING N0° 11' 26"W ("S01°52'20"E) ALONG EASTERLY LINE OF COUNTY ROAD "Y", 56.05 FEET;
THENCE N5° 54' 05"W ("S07°34'59"E) ALONG SAID EASTERLY LINE, 100.50 FEET;
THENCE N0° 11' 26"W ("S01°52'20"E) ALONG SAID EASTERLY LINE, 189.45 FEET;
THENCE N43° 11' 22"E ("S44°21'15"W) ALONG SAID EASTERLY LINE, 24.69 ("23.42') FEET TO THE SOUTHERLY LINE OF GROTE ROAD;
THENCE S87° 44' 26"E (N87°33'W DEED) ALONG SAID SOUTHERLY LINE, 405.87 FEET;
THENCE N88° 42' 34"E (S88°54'W DEED) ALONG SAID SOUTHERLY LINE, 414.75 FEET;
THENCE S0° 42' 55"W (N3°48'E DEED), 73.25 FEET;
THENCE S3° 43' 31"E (N04°19'W DEED), 281.04 (281.1' DEED) FEET;
THENCE S89° 47' 19"W (EAST DEED), 843.30 FEET TO THE POINT OF BEGINNING;
CONTAINING 295,916 SQUARE FEET (6.793 ACRES) OF LAND

DATED THIS 26TH DAY OF JANUARY, 2021

SIGNED: _____
CRAIG A. RUSCH, PROFESSIONAL SURVEYOR S-2274

NOTES

1. BUILDING SETBACKS WILL MEET THE MINIMUM REQUIREMENTS OF R-1 ZONING WHICH IS 50' REAR YARD AND 10' SIDE YARD.
2. STREET SETBACKS WILL BE A MINIMUM OF 30' EXCEPT ALONG C.T.H. Y, WHICH WILL BE A 42' SETBACK
3. 1" IRON PIPES TO BE PLACED ALONG ALL REMAINING UNMARKED LOT CORNERS UPON COMPLETION OF CONSTRUCTION AND GRADING WORK.
4. THERE WILL BE NO DIRECT VEHICULAR ACCESS TO COUNTY TRUCK HIGHWAY "Y" FROM ANY OF THE LOTS IN THIS SUBDIVISION.
5. PRIVATE EASEMENTS FOR PUBLIC UTILITIES ONLY. PRIVATE EASEMENTS FOR PUBLIC UTILITIES SHALL NOT BE DEEMED TO BE DEDICATED TO THE PUBLIC, BUT SHALL BE PRIVATE EASEMENT FOR PUBLIC UTILITIES, TO BE USED EQUALLY BY SUCH UTILITIES.
6. (') DENOTES BEARINGS & DISTANCES OF THOSE LANDS CONVEYED FOR ROAD PURPOSES BY A WARRANTY DEED AS RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR SHEBOYGAN COUNTY, WISCONSIN ON DECEMBER 13, 1994, IN VOLUME 1372, PAGE 963, AS DOCUMENT NO. 1417721

UTILITY EASEMENT RESTRICTIONS

ALL ELECTRIC DISTRIBUTION LINE, TELEPHONE LINES, TELEVISION CABLES, AND COMMUNICATION LINES FROM WHICH LOTS ARE INDIVIDUALLY SERVED, SHALL BE UNDERGROUND, EXCEPT THAT ASSOCIATED EQUIPMENT AND FACILITIES WHICH ARE APPURTENANT TO UNDERGROUND ELECTRIC AND COMMUNICATION SYSTEMS, SUCH AS, BUT NOT LIMITED TO SUBSTATIONS, PAD MOUNTED TRANSFORMERS, POLES, SWITCHES, AND ABOVE GRADE PEDESTAL-MOUNTED TERMINATION BOXES, MAY BE LOCATED ABOVE GROUND LEVEL. SUCH FACILITIES SHALL BE LOCATED WITHIN EASEMENTS HEREIN SPECIFIED, AND GRADE LEVEL OF SUCH EASEMENTS AFTER THE INSTALLATION OF UNDERGROUND LINES SHALL NOT BE ALTERED MORE THAN SIX INCHES BY THE SUBDIVIDER, THEIR AGENT, OR BY THE SUBSEQUENT OWNERS OF THE LOTS ON WHICH SUCH UTILITY EASEMENTS ARE LOCATED, EXCEPT WITH WRITTEN CONSENT OF THE UTILITY OR UTILITIES INVOLVED.

OWNER
KOPPELMANN ESTATES LLC.
4539 SOUTH TAYLOR DRIVE
SHEBOYGAN, WISCONSIN, 53081

DEVELOPER
KOPPELMANN ESTATES LLC.
4539 SOUTH TAYLOR DRIVE
SHEBOYGAN, WISCONSIN, 53081

SURVEYOR
CRAIG A. RUSCH, NO. S-2274
WAGNER EXCAVATING, INC.
3437 PAINE AVENUE
SHEBOYGAN, WISCONSIN 53081

UTILITY COMPANIES
- WISCONSIN BELL, INC. D/B/A/ AT&T WISCONSIN - TELEPHONE AND DATA
- SPECTRUM MID-AMERICA, LLC - TELEVISION AND DATA
- WISCONSIN POWER AND LIGHT COMPANY - ELECTRIC
- WISCONSIN PUBLIC SERVICE - NATURAL GAS

OWNER'S CERTIFICATE

KOPPELMANN ESTATES LLC., A LIMITED LIABILITY COMPANY DULY ORGANIZED AND EXISTING UNDER AND BY VIRTUE OF THE LAWS OF THE STATE OF WISCONSIN;
AS OWNER DO HEREBY CERTIFY THAT SAID LIMITED LIABILITY COMPANY CAUSED THE LAND DESCRIBED ON THIS PLAT TO BE SURVEYED, DIVIDED, AND MAPPED ON THIS PLAT. KOPPELMANN ESTATES LLC. ALSO CERTIFY THAT THIS PLAT IS REQUIRED BY S. 236.10 OR 236.12 TO BE SUBMITTED TO THE FOLLOWING FOR APPROVAL OR OBJECTION:

DEPARTMENT OF ADMINISTRATION, SHEBOYGAN COUNTY PLANNING AND CONSERVATION DEPARTMENT, CITY OF SHEBOYGAN AND TOWN OF SHEBOYGAN

STATE OF WISCONSIN, COUNTY OF SHEBOYGAN

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME

ON THIS _____DAY OF _____, 20___

_____
ROBERT R. WERNER, MANAGER

(NOTARY SEAL)
PERSONALLY CAME BEFORE ME THIS ____ DAY OF _____, 2021, THE ABOVE NAMED MANAGER IS TO ME KNOWN TO BE THE SAME PERSONS WHO EXECUTED THE FOREGOING CERTIFICATE AND ACKNOWLEDGED THE SAME.

_____
_____, NOTARY PUBLIC
PRINT NAME

MY COMMISSION EXPIRES _____

TOWN TREASURER'S CERTIFICATE

IN ACCORDANCE WITH THE RECORDS IN THE OFFICE OF THE TOWN OF SHEBOYGAN TREASURER; THERE ARE NO UNPAID TAXES OR UNPAID SPECIAL ASSESSMENTS ON ANY OF THE LANDS INCLUDED IN THIS PLAT.

_____ _____
DARLA FREE, TOWN TREASURER DATE

COUNTY TREASURER'S CERTIFICATE

IN ACCORDANCE WITH THE RECORDS IN THE OFFICE OF THE SHEBOYGAN COUNTY TREASURER; THERE ARE NO UNPAID TAXES OR UNPAID SPECIAL ASSESSMENTS ON ANY OF THE LANDS INCLUDED IN THIS PLAT.

_____ _____
LAURA HENNING-LORENZ, COUNTY TREASURER DATE

COUNTY PLANNING CERTIFICATE

REVIEWED AND APPROVED BY THE SHEBOYGAN COUNTY PLANNING AND CONSERVATION DEPARTMENT

_____ _____
TYLER BETRY, DEPUTY DIRECTOR DATE

CITY OF SHEBOYGAN COMMON COUNCIL RESOLUTION

RESOLVED, THAT THE PLAT OF KOPPELMANN ESTATES IN THE TOWN OF SHEBOYGAN, KOPPELMANN ESTATES LLC, OWNER, IS HEREBY APPROVED BY THE COMMON COUNCIL.

_____ _____
MIKE VANDERSTEEN, MAYOR DATE

I HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF A RESOLUTION ADOPTED BY THE COMMON COUNCIL OF THE CITY OF SHEBOYGAN.

_____ _____
MEREDITH DEBRUIN, CITY CLERK DATE

TOWN BOARD RESOLUTION

RESOLVED, THAT THE PLAT OF KOPPELMANN ESTATES, A SUBDIVISION IN THE TOWN OF SHEBOYGAN, KOPPELMANN ESTATES LLC, OWNER, IS HEREBY APPROVED BY THE TOWN BOARD.

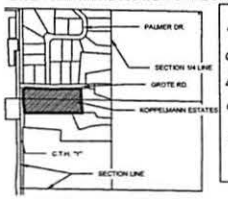
_____ _____
DANIEL HEIN DATE
CHAIRPERSON

I HEREBY CERTIFY: THAT THE FOREGOING IS A COPY OF A RESOLUTION ADOPTED BY THE TOWN BOARD OF THE TOWN OF SHEBOYGAN AND THAT ALL CONDITIONS FOR APPROVAL HAVE BEEN MET.

_____
PEGGY FISCHER
TOWN CLERK

BEARINGS ARE REFERENCED TO THE WEST LINE OF THE NW 1/4 OF SECTION 17, T15N, R23E THAT BEARS N 00° 11' 26" W, BASED ON THE SHEBOYGAN COUNTY COORDINATE SYSTEM

CURRENT ZONING: R-1 RESIDENCE DISTRICT & C-1 CONSERVANCY DISTRICT (SE CORNER, DELINEATED BY SHORELAND LIMIT LINE)



SURVEY LEGEND
- o 0.75" OR 1" O.D. IRON PIPE FOUND
- ○ 2.375" O.D. IRON PIPE FOUND
- △ PK NAIL FOUND
- ● 2.375" O.D. X 24" IRON PIPE 3.65 LBS/LF, SET
- • ALL OTHER LOT AND OUTLOT CORNERS 1.315" O.D. X 24" IRON PIPE 1.68 LBS/LF, SET

JANUARY 26, 2021

PLAT LOCATION MAP
SECTION 17, T15N, R23E
SHEBOYGAN COUNTY
SCALE 1"=1000'

GRAPHIC SCALE
0 25 50 100
1 inch = 50 ft.

Wagner EXCAVATING Inc.
3437 PAINE AVENUE SHEBOYGAN, WI 53081
(920) 458-9082 FAX (920) 458-0565

III

Res. No. _____ - 20 - 21. By Alderperson Bohren. February 15, 2021.

A RESOLUTION approving the final plat of the Stonebrook Crossing Addition No. 2 subdivision.

RESOLVED: That the final plat of the Stonebrook Crossing Addition No. 2 subdivision, which is a re-division of all the Lots 79-91 of Stonebrook Crossing Addition No. 1, being a subdivision in part of the NE ¼ and NW ¼ of the SE ¼ of Section 9, Township 14 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin, is hereby approved.

BE IT FURTHER RESOLVED: That the approval of the aforementioned is conditioned upon compliance with all required state approvals and the recording of the plat with the Register of Deeds for Sheboygan County, and the filing of two (2) true copies with the City Clerk.

CityPlan

_____

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis. Stats. as provided by s. 236.12, Wis. Stats.

Certified _____, 20____

Department of Administration

Stonebrook Crossing Addition No. 2

A re-division of all of Lots 79-91 of Stonebrook Crossing Addition No. 1, being a subdivision in part of the NE 1/4 and NW 1/4 of the SE 1/4 of Section 9, Township 14 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin.

Surveyor' Certificate:

I, David J. Leininger, professional land surveyor, hereby certify that by the direction of Stonebrook Crossing LLC, I have surveyed, divided and mapped this plat entitled Stonebrook Crossing Addition No. 2, a subdivision, being a re-division of all of Lots 79-91 of Stonebrook Crossing Addition No. 1, being a subdivision in part of the NE 1/4 and NW 1/4 of the SE 1/4 of Section 9, Township 14 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin, which is bounded and described as follows:

A re-division of all of Lots 79-91 of Stonebrook Crossing Addition No. 1, being a subdivision in part of the NE 1/4 and NW 1/4 of the SE 1/4 of Section 9, Township 14 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin.

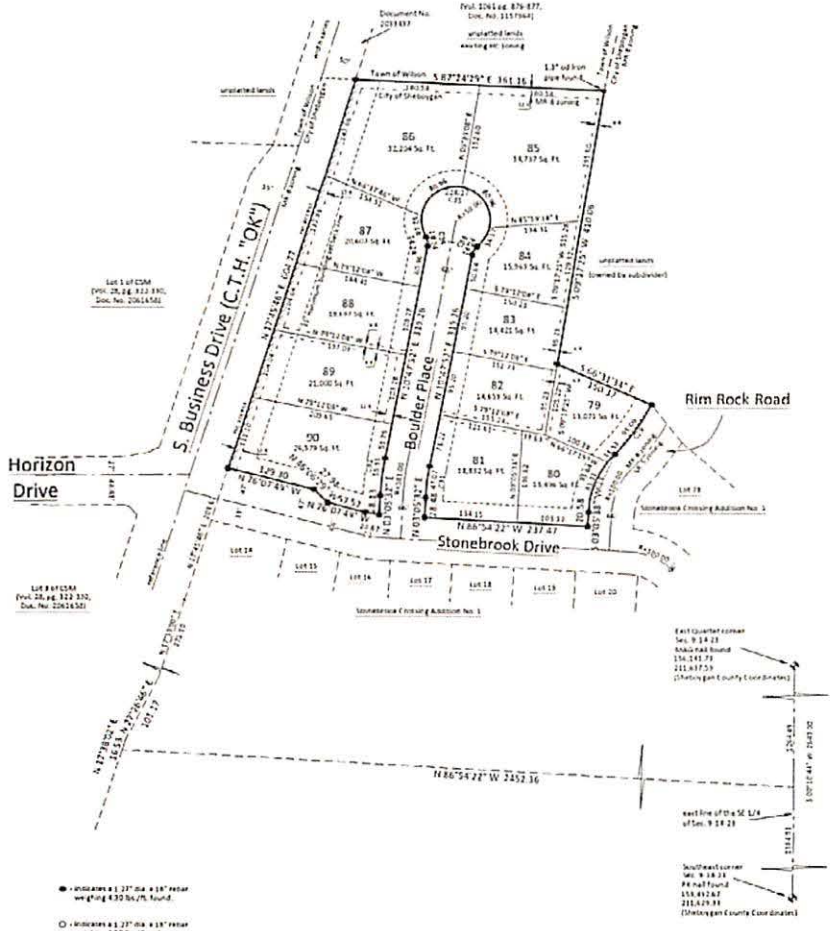
Containing 245,266 square feet (5.631 acres) more or less.

I further certify that this plat is a correct representation of the exterior boundaries and the subdivisions of the land surveyed and described and that I have fully complied with the provisions of Chapter 236 of the Wisconsin Statutes and the Subdivision Regulations of the City of Sheboygan in surveying, dividing, and mapping said land.

Dated this 26th day of January, 2023.

David J. Leininger, S-2285

WISCONSIN DAVID J. LEININGER S-2285 SAUKVILLE WI LAND SURVEYOR



Curve Table

CURVE / LOT	RADIUS	LENGTH	CHORD	CH. BEARING	DELTA	TAN BEARING IN	TAN BEARING OUT
C1	50.00	78.54	70.71	N 41°05'38" E	90°00'00"	N 86°05'38" E	N 03°54'22" W
C2	50.00	78.54	70.71	N 48°54'22" W	90°00'00"	N 03°54'22" W	N 86°05'38" E
C3	50.00	78.54	70.71	S 41°05'38" W	90°00'00"	S 86°05'38" W	S 03°54'22" E
C4	50.00	78.54	70.71	S 48°54'22" E	90°00'00"	S 03°54'22" E	S 86°05'38" W
C5	50.00	78.54	70.71	N 41°05'38" E	90°00'00"	N 86°05'38" E	N 03°54'22" W
C6	50.00	78.54	70.71	N 48°54'22" W	90°00'00"	N 03°54'22" W	N 86°05'38" E
C7	50.00	78.54	70.71	S 41°05'38" W	90°00'00"	S 86°05'38" W	S 03°54'22" E
C8	50.00	78.54	70.71	S 48°54'22" E	90°00'00"	S 03°54'22" E	S 86°05'38" W
C9	50.00	78.54	70.71	N 41°05'38" E	90°00'00"	N 86°05'38" E	N 03°54'22" W
C10	50.00	78.54	70.71	N 48°54'22" W	90°00'00"	N 03°54'22" W	N 86°05'38" E
C11	50.00	78.54	70.71	S 41°05'38" W	90°00'00"	S 86°05'38" W	S 03°54'22" E
C12	50.00	78.54	70.71	S 48°54'22" E	90°00'00"	S 03°54'22" E	S 86°05'38" W
C13	50.00	78.54	70.71	N 41°05'38" E	90°00'00"	N 86°05'38" E	N 03°54'22" W
C14	50.00	78.54	70.71	N 48°54'22" W	90°00'00"	N 03°54'22" W	N 86°05'38" E
C15	50.00	78.54	70.71	S 41°05'38" W	90°00'00"	S 86°05'38" W	S 03°54'22" E
C16	50.00	78.54	70.71	S 48°54'22" E	90°00'00"	S 03°54'22" E	S 86°05'38" W
C17	50.00	78.54	70.71	N 41°05'38" E	90°00'00"	N 86°05'38" E	N 03°54'22" W
C18	50.00	78.54	70.71	N 48°54'22" W	90°00'00"	N 03°54'22" W	N 86°05'38" E
C19	50.00	78.54	70.71	S 41°05'38" W	90°00'00"	S 86°05'38" W	S 03°54'22" E
C20	50.00	78.54	70.71	S 48°54'22" E	90°00'00"	S 03°54'22" E	S 86°05'38" W

Lots 81 - 90 are planned for Two Family Duplexes

Mixed Residential - B (MR-B) Zoning requirements:

Front or Street Side Lot Line to House:

Single Family = 25 feet
Duplex and Twin House = 20 feet
add 10 more feet for a lot adjacent to a street with an Officially Mapped right-of-way equal to or exceeding 100 feet

Front or Street Side Lot Line to Attached Garage:

Single Family = 25 feet
Duplex, and Twin House = 20 feet
add 10 more feet for a lot adjacent to a street with an Officially Mapped right-of-way equal to or exceeding 100 feet

Side Lot Line to House or Attached Garage:

Twin House = 5 feet or 0 feet on zero lot line side
All Other Dwelling Unit Types = 5 feet

Total of Both Sides, Lot Lines to House or Attached Garage:

Single-family = 10 feet or 10 feet for a corner lot
Duplex and Twin House = 10 feet or 25 feet for a corner lot

Rear Lot Line to House or Attached Garage = 20 feet

Side Lot Line to Accessory Structure = 3 feet

Rear Lot Line to Accessory Structure = 3 feet

Owner/Subdivider

Stonebrook Crossing LLC
4139 S. Taylor Dr.
Sheboygan, WI 53081

Surveyor

David J. Leininger
Homeland Surveying, LLC
1029 Evan Springs Rd.
Saukville, WI 53080

● - indicates a 1.27" dia. x 18" rebar weighing 4.30 lbs./ft. found.

○ - indicates a 1.27" dia. x 18" rebar weighing 4.30 lbs./ft. set.

• - indicates a 1.5" od iron pipe found unless otherwise noted.

All other lot corners are a 0.75" dia. x 18" rebar weighing 1.50 lbs./ft. set.

All lengths shown on curves are curve distances.

(R&S) - means "recorded as"

Bearings are referenced to the Wisconsin County Coordinate System, Sheboygan County. The east line of the SE 1/4 of Sec. 9 14 23 has a bearing of S 00°10'44" W.

Scale in feet
1" = 100'

Public Utility Easement (typical, unless otherwise noted)

Shared Lot Line

Utility Easement Restriction

Utility easements set forth herein are for the use of public bodies and private public utilities having the right to serve this subdivision. No utility pole, pedestal or cable shall be placed so as to disturb any survey monument or obstruct vision along any lot or street line. Any unauthorized disturbance of a survey monument is a violation of s.236.32 of Wisconsin Statutes.

Location Sketch

Sec. 9, T. 14 N., R. 23 E.
Scale: 1" = 2000'

This instrument was drafted by David J. Leininger, S-2285

Stonebrook Crossing Addition No. 2

A re-division of all of Lots 79-91 of Stonebrook Crossing Addition No. 1, being a subdivision in part of the NE 1/4 and NW 1/4 of the SE 1/4 of Section 9, Township 14 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin.

Owner's Certificate:

Stonebrook Crossing LLC, a limited liability company duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, does hereby certify that said limited liability company caused the land described on this plat to be surveyed, divided, and mapped as represented on the plat.

Stonebrook Crossing LLC, does further certify that this plat is required by s.236.10 or s.236.12 to be submitted to the following for approval or objection:

Wisconsin Department of Administration
Sheboygan County Planning and Resource Department
City of Sheboygan

Stonebrook Crossing LLC

_____
Robert R. Werner - Manager
Stonebrook Crossing LLC

STATE OF WISCONSIN)
SHEBOYGAN COUNTY) SS

Personally came before me this _____ day of _____, 2021, Robert R. Werner of the above named limited liability company, to me known to be the same person who executed the foregoing instrument, and to me known to be such Manager of said limited liability company and acknowledged that they executed the foregoing instrument as such officers as the deed of said limited liability company, by its authority.

(Notary Seal) _____

Notary Public, _____, Wisconsin

My commission expires _____.

City of Sheboygan Common Council Approval Certificate

Resolved, that the plat of Stonebrook Crossing Addition No. 2 in the City of Sheboygan, Stonebrook Crossing LLC, owner, is hereby approved by the Common Council.

All conditions have been met as of the _____ day of _____, 2021.

Date _____ Signed _____
Mike Vandersteen - Mayor

I hereby certify that the foregoing is true and correct copy of a resolution adopted by the Common Council of the City of Sheboygan.

Date _____ Signed _____
Meredith DeBruin - City Clerk

Certificate of City of Sheboygan Treasurer

STATE OF WISCONSIN)
SHEBOYGAN COUNTY) SS

I, _____, being the duly appointed qualified and acting Treasurer of the City of Sheboygan, do hereby certify that in accordance with the records in my office, there are no unpaid taxes or unpaid special assessments as of

_____ on any of the land included in the plat of Stonebrook Crossing Addition No. 2.

_____ _____
Date Acting City Treasurer

print name

Certificate of the County Treasurer

STATE OF WISCONSIN)
SHEBOYGAN COUNTY) SS

I, Laura Henning Lorenz, being the duly elected, qualified and acting treasurer of the County of Sheboygan, do hereby certify that the records in my office show no unredeemed tax sales and no unpaid taxes or special assessments as of

_____ affecting the lands included in the plat of Stonebrook Crossing Addition No. 2.

_____ _____
Date Laura Henning Lorenz - Treasurer

Consent of Mortgagee:

Oostburg State Bank, existing under and by virtue of the laws of the State of Wisconsin, mortgagee of the above described land, does hereby consent to the surveying, dividing, and mapping of the land described on this plat, and does hereby consent to the above certificate of Stonebrook Crossing LLC, owner.

IN WITNESS WHEREOF, the said Oostburg State Bank has caused these presents to be signed by Eric Glowen, its President, and countersigned by Paul Kuyle, its Vice President, at Oostburg, Wisconsin, and its corporate seal to be hereunto

affixed this _____ day of _____, 2021.

Oostburg State Bank
In the presence of:

_____ _____
Eric Glowen, President , Witness

print name

_____ _____
Paul Kuyle, Vice President , Witness

print name

STATE OF WISCONSIN)

_____ COUNTY) SS

Personally came before me this _____ day of _____, 2021, the above named president and vice president, to me known to be the persons who executed the foregoing certificate and acknowledge the same.

(Notary Seal) _____ Notary Public, _____, Wisconsin

My commission expires _____

Dated this 26th day of January, 2021.

David J. Lenzner, S-2285

WISCONSIN
DAVID J. LENZNER
S-2285
SAUKVILLE
WI
LAND SURVEYOR

This instrument was drafted by David J. Lenzner, S-2285

III

Res. No. _____ - 20 - 21. By Alderpersons Donohue and Bohren.
February 15, 2021.

RESOLUTION PROVIDING FOR THE SALE OF APPROXIMATELY $3,660,000 TAXABLE GENERAL OBLIGATION REFUNDING BONDS, SERIES 2021B

WHEREAS, the City of Sheboygan, Sheboygan County, Wisconsin (the "City") is presently in need of approximately $3,660,000 for the public purpose of refunding outstanding obligations of the City, specifically the callable maturities of its General Obligation Promissory Notes, dated August 4, 2015, a portion of the 2024 and 2025 maturities of the General Obligation Promissory Notes, Series 2016A, dated April 20, 2016, and the callable maturities of its General Obligation Promissory Notes, Series 2017A, dated May 15, 2017; and

WHEREAS, it is desirable to borrow said funds through the issuance of general obligation refunding bonds pursuant to Section 67.04, Wisconsin Statutes; and

WHEREAS, due to certain provisions contained in the Internal Revenue Code of 1986, as amended, it is necessary to issue such general obligation refunding bonds on a taxable rather than tax-exempt basis.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City that:

Section 1. The Bonds. The City shall issue its Taxable General Obligation Refunding Bonds, Series 2021B (the "Bonds") in an amount of approximately $3,660,000 for the purpose above specified.

Section 2. Sale of Bonds. The Common Council hereby authorizes and directs that the Bonds be offered for public sale. At a subsequent meeting, the Common Council shall consider such bids for the Bonds as may have been received and take action thereon.

Section 3. Notice of Sale. The City Clerk (in consultation with the City's financial advisor, Wisconsin Public Finance Professionals, LLC ("WPFP")) be and hereby is directed to cause notice of the sale of the Bonds to be disseminated in such manner and at such times as the City Clerk may determine and to cause copies of a complete Official Notice of Sale and other pertinent data to be forwarded to interested bidders as the City Clerk may determine.

FAP

Section 4. Official Statement. The City Clerk (in consultation with WPFP) shall cause an Official Statement concerning this issue to be prepared by WPFP. The appropriate City officials shall determine when the Official Statement is final for purposes of Securities and Exchange Commission Rule 15c2-12 and shall certify said Statement, such certification to constitute full authorization of such Statement under this resolution.

_____

_____

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the ____ day of _____, 2021.

Dated _____, 2021. _____, City Clerk

Approved _____, 2021. _____, Mayor

III

Res. No. ____ - 20 - 21. By Alderpersons Dekker and Sorenson.
February 15, 2021.

A RESOLUTION authorizing the appropriate City officials to execute a Professional Services Agreement with MSA Professional Services, Inc. for planning and engineering services necessary to replace the generator and electrical panels at the Municipal Service Building.

RESOLVED: That the appropriate City officials are hereby authorized to enter into the attached Professional Services Agreement with MSA Professional Services, Inc.

BE IT FURTHER RESOLVED: That the appropriate City officials are authorized to draw funds, not to exceed $37,000, from Account No. 480331100-621200, pursuant to the terms of the Professional Services Agreement.

PW

_____

_____

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

Professional Services Agreement

This AGREEMENT (Agreement) is made this _____ day of March, 2021 by and between CITY OF SHEBOYGAN (OWNER) and MSA PROFESSIONAL SERVICES, INC. (MSA), which agree as follows:

Project Name: City of Sheboygan Municipal Service Building

The scope of the work authorized is: See enclosed proposal.

The schedule to perform the work is: Approximate Start Date: 03/08/2021
Approximate Completion Date: 01/30/2022

The lump sum fee for the work is: $37,000

All services shall be performed in accordance with the General Terms and Conditions of MSA, which is attached and made part of this Agreement. Any attachments or exhibits referenced in this Agreement are made part of this Agreement. Payment for these services will be on a lump sum basis.

Approval: Authorization to proceed is acknowledged by signatures of the parties to this Agreement.

CITY OF SHEBOYGAN

_____
Michael J. Vandersteen
Mayor
Date:_____

Attest:

_____
Meredith DeBruin, City Clerk
Date:_____

828 Center Ave.
Sheboygan, WI 53081
Phone: 920-459-3440
Fax: 920-459-3443

MSA PROFESSIONAL SERVICES, INC.

_____
Curt Krupp
Team Leader, Institutional Market Lead
Date: 2/9/2021

_____
David Schulze
Senior Electrical Engineer
Date: 2/9/2021

116 Fremont St
Kiel, WI 53042
Phone: 920-894-7800

MSA PROFESSIONAL SERVICES, INC. (MSA)
GENERAL TERMS AND CONDITIONS OF SERVICES (PUBLIC)

1. **Scope and Fee.** The quoted fees and scope of services constitute the fees and tasks required to perform the services as currently understood. This agreement upon execution by both parties hereto, can be amended only by written instrument signed by both parties. For those projects involving conceptual or process development service, activities often cannot be fully defined during initial planning. As the project progresses, facts uncovered may reveal a change in direction which may alter the scope. MSA will promptly inform the OWNER in writing of such situations so that changes in this agreement can be made as required. The OWNER agrees to clarify and define project requirements and to provide such legal, accounting and insurance counseling services as may be required for the project.

2. **Billing.** MSA will bill the OWNER as work is completed based on the following schedule:

Percent Complete	Invoice Amount
Design 25% Complete	25% of Contract Amount ($9,250)
Design 50% Complete	25% of Contract Amount ($9,250)
Design 70% Complete	20% of Contract Amount ($7,400)
Design 100% Complete[1]	10% of Contract Amount ($3,700)
Bids Received and Reviewed	15% of Contract Amount ($5,550)
Construction Complete	5% of Contract Amount ($1,850)

Invoices shall be sent to: Michael Willmas, City of Sheboygan Department of Public Works, 2026 New Jersey Ave., Sheboygan, WI 53081. Payment will be remitted to MSA within sixty days of receipt of invoice. Past due balances shall be subject to an interest charge at a rate of 12% per year from said sixtieth day. In addition, if OWNER has not paid MSA within sixty days of receipt of invoice, MSA may, after giving seven days written notice, suspend service under any agreement until the OWNER has paid in full all amounts due for services rendered and expenses incurred, including the interest charge on past due invoices.

3. **Costs and Schedules.** Costs and schedule commitments shall be subject to change for delays caused by the OWNER's failure to provide specified facilities or information or for delays caused by unpredictable occurrences including, without limitation, fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults, by suppliers of materials or services, process shutdowns, acts of God or the public enemy, or acts of regulations of any governmental agency. Temporary delays of services caused by any of the above which result in additional costs beyond those outlined may require renegotiation of this agreement.

4. **Access to Site.** OWNER shall furnish right-of-entry on the project site for MSA. MSA will take reasonable precautions to minimize damage to the site from use of equipment, but has not included costs for restoration of damage that may result and—so long as it has acted in accordance with its standard of care under this Agreement—shall not be responsible for such costs.

5. **Location of Utilities.** MSA shall use reasonable means to identify the location of buried utilities in the areas of subsurface exploration and shall take reasonable precautions to avoid any damage to the utilities noted. OWNER agrees to indemnify and defend MSA in the event of damage or injury arising from damage to or interference with subsurface structures or utilities which result from inaccuracies in information or instructions which have been furnished to Consultant by OWNER.

6. **Professional Representative.** MSA intends to serve as the OWNER's professional representative for those services as defined in this agreement, and to provide advice and consultation to the OWNER as a professional. Any opinions of probable project costs, reviews and observations, and other decisions made by MSA for the OWNER are rendered on the basis of experience and qualifications and represents the professional judgment of MSA. However, MSA cannot and does not guarantee that proposals, bid or actual project or construction costs will not vary from the opinion of probable cost prepared by it.

7. **Construction.** This agreement shall not be construed as giving MSA the responsibility or authority to direct or supervise construction means, methods, techniques, sequence, or procedures of construction selected by the contractors or subcontractors or the safety precautions and programs incident to the work of the contractors or subcontractors.

8. **Standard of Care.** In conducting the services, MSA will apply present professional, engineering and/or scientific judgment, and use a level of effort consistent with current professional standards in the same or similar locality under similar circumstances in performing the Services. The OWNER acknowledges that "current professional standards" shall mean the standard for professional services, measured as of the time those services are rendered, and not according to later standards, if such later standards purport to impose a different degree of care upon MSA. MSA will, without additional compensation, correct or replace any and all services not meeting the standard of care.

MSA does not make any warranty or guarantee, expressed or implied, nor have any agreement or contract for services subject to the provisions of any uniform commercial code. Similarly, MSA will not accept those terms and conditions offered by the OWNER in its purchase order, requisition, or notice of authorization to proceed, except as set forth herein or expressly agreed to in writing. Written acknowledgement of receipt, or the actual performance of services subsequent to receipt of such purchase order, requisition, or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.

9. **Construction Site Visits.** MSA shall make visits to the site at intervals appropriate to the various stages of construction as MSA deems necessary in order to observe, as an experienced and qualified design professional, the progress and quality of the various aspects of Contractor's work.

The purpose of MSA's visits to, and representation at the site, will be to enable MSA to better carry out the duties and responsibilities assigned to and undertaken by MSA during the Construction Phase, and in addition, by the exercise of MSA's efforts as an experienced and qualified design professional, to provide for OWNER a greater degree of confidence that the completed work of Contractor will conform in general to the Contract Documents and that the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents has been implemented and preserved by Contractor. On the other hand, MSA shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct or have control over Contractor's work nor shall MSA have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor, for safety precautions and programs incident to the work of Contractor or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's furnishing and performing the work. Accordingly, MSA neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

[1] Including construction documents out for bidding.

10. **Termination.** OWNER may terminate or suspend performance of this Agreement at the OWNER'S prerogative at any time upon written notice to MSA. The effective date of the termination or suspension is the seventh day after MSA's receipt of the notice of termination or suspension. This Agreement may be terminated for cause by either party if the other party materially fails to perform its obligations under this Agreement, and does not remedy its non-performance within ten business days of receipt of written notice. If OWNER terminates this Agreement, OWNER shall pay MSA for all services performed prior to the effective date of the termination. These General Terms and Conditions shall survive the completion of the services performed hereunder or the Termination or Suspension of this Agreement for any cause.

This agreement cannot be changed or terminated orally. No waiver of compliance with any provision or condition hereof should be effective unless agreed in writing and duly executed by the parties hereto.

11. **Betterment.** If, due to MSA's error, any required or necessary item or component of the project is omitted from the construction documents, MSA's liability shall be limited to the reasonable costs of correction of the construction, less what OWNER'S cost of including the omitted item or component in the original construction would have been had the item or component not been omitted. It is intended by this provision that MSA will not be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the project.

12. **Hazardous Substances.** OWNER acknowledges and agrees that MSA has had no role in generating, treating, storing, or disposing of hazardous substances or materials which may be present at the project site, and MSA has not benefited from the processes that produced such hazardous substances or materials. Any hazardous substances or materials encountered by or associated with Services provided by MSA on the project shall at no time be or become the property of MSA. MSA shall not be deemed to possess or control any hazardous substance or material at any time; arrangements for the treatment, storage, transport, or disposal of any hazardous substances or materials, which shall be made by MSA, are made solely and exclusively on OWNER's behalf for OWNER's benefit and at OWNER's direction. Nothing contained within this Agreement shall be construed or interpreted as requiring MSA to assume the status of a generator, storer, treater, or disposal facility as defined in any federal, state, or local statute, regulation, or rule governing treatment, storage, transport, and/or disposal of hazardous substances or materials.

All samples of hazardous substances, materials or contaminants are the property and responsibility of OWNER and shall be returned to OWNER at the end of a project for proper disposal. Alternate arrangements to ship such samples directly to a licensed disposal facility may be made at OWNER's request and expense and subject to this subparagraph.

13. **Insurance.** MSA will maintain insurance coverage for: Worker's Compensation, General Liability, and Professional Liability. MSA will provide information as to specific limits upon written request. If the OWNER requires coverages or limits in addition to those in effect as of the date of the agreement, premiums for additional insurance shall be paid by the OWNER.

14. **Reuse of Documents.** Reuse of any documents and/or services pertaining to this project by the OWNER or extensions of this project or on any other project shall be at the OWNER's sole risk. The OWNER agrees to defend, indemnify, and hold harmless MSA for all claims, damages, and expenses including attorneys' fees and costs arising out of such reuse of the documents and/or services by the OWNER or by others acting through the OWNER.

15. **Indemnification.** To the fullest extent permitted by law, MSA shall indemnify and hold harmless, OWNER, and OWNER's elected and appointed officials, officers, directors, and employees (hereinafter "OWNER") from any and all claims, suits, causes of actions, damages, costs, losses, expenses, liabilities, and damages, including reasonable costs of defense, to which OWNER may become subject to the extent caused by any negligent act or omission of MSA or of anyone acting under its direction or control or on its behalf. In the event MSA employs other approved persons, firms, corporations, or entities (collectively "Subcontractor") as part of performing its obligations under this agreement, it shall be MSA's responsibility to require and confirm that each Subcontractor enters into an Indemnity Agreement in favor of OWNER which is identical to this indemnification provision.

To the fullest extent permitted by law, MSA's total liability to OWNER and anyone claiming by, through, or under OWNER for any cost, loss or damages caused in part or by the negligence of MSA and in part by the negligence of OWNER or any other negligent entity or individual, shall not exceed the percentage share that MSA's negligence bears to the total negligence of OWNER, MSA, and all other negligent entities and individuals.

16. **Dispute Resolution.** OWNER and MSA desire to resolve any disputes or areas of disagreement involving the subject matter of this Agreement by a mechanism that facilitates resolution of disputes by negotiation rather than by litigation. OWNER and MSA also acknowledge that issues and problems may arise after execution of this Agreement which were not anticipated or are not resolved by specific provisions in this Agreement. Accordingly, in the event of any dispute, OWNER and MSA agree to engage in good faith negotiation prior to initiating any legal action. In an effort to resolve any dispute without initiating legal action, the parties may—but are not required to—agree to mediation or arbitration under the Construction Industry Mediation Rules of the American Arbitration Association or any other appropriate set of rules.

17. **Exclusion of Special, Indirect, Consequential and Liquidated Damages.** MSA shall not be liable, in contract or tort or otherwise, for any special, indirect, consequential, or liquidated damages including specifically, but without limitation, loss of profit or revenue, loss of capital, delay damages, loss of goodwill, claim of third parties, or similar damages arising out of or connected in any way to the project or this contract.

18. **State Law.** This agreement shall be construed and interpreted in accordance with the laws of the State of Wisconsin.

19. **Jurisdiction.** The parties hereby irrevocably submit to the jurisdiction of the state courts of the State of Wisconsin for the purpose of any suit, action or other proceeding arising out of or based upon this Agreement. The parties further consent that the venue for any legal proceedings related to this Agreement shall be Sheboygan County, Wisconsin.

20. **Understanding.** This agreement contains the entire understanding between the parties on the subject matter hereof and no representations. Inducements, promises or agreements not embodied herein (unless agreed in writing duly executed) shall be of any force or effect, and this agreement supersedes any other prior understanding entered into between the parties on the subject matter hereto.

21. **Appropriation of Funds.** If funds for the continued fulfillment of this agreement by the OWNER are at any time not forthcoming or are insufficient, through failure of any entity, including the OWNER itself, to appropriate funds or otherwise, then the OWNER shall have the right to terminate this agreement without penalty.

22. **Open Records.** Both parties understand that OWNER is bound by the Wisconsin Public Records Law and, as such, this agreement is subject to that law. MSA acknowledges that it is obligated to assist the OWNER in retaining and producing records that are subject to the Wisconsin Public Records Law, and that the failure to do so shall constitute a material breach of the agreement. MSA shall indemnify and hold the OWNER harmless from liability under the Wisconsin Public Records Law resulting from MSA's failure to retain or produce records. Except as otherwise authorized, records shall be maintained for the later of: (1) seven years after receipt of final payment under the Agreement, and (2) the conclusion of any litigation (including any appeals) that results from the services provided by MSA.

23. **Identity of MSA.** MSA acknowledges that one of the primary reasons for its selection by the OWNER to perform the services is its qualifications and experience. MSA thus agrees that the services to be performed pursuant to this agreement shall be performed by MSA. MSA shall not subcontract any part of the services without the prior written permission of the OWNER. OWNER's Director of Public Works, or the Director's designee, shall have the ability to provide this written permission.

24. **Conflict of Interest.** MSA declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performances of services under this agreement. MSA agrees that no person having any such interest shall be employed in the performance of this agreement.

25. **Severability.** If a court finds any provision of this agreement invalid or unenforceable, the remainder of this agreement shall be interpreted so as best to give effect to the intent of the parties.

26. **Third Party Rights.** Nothing in this agreement shall be construed to give any rights or benefits to anyone other than MSA and OWNER.

27. **Compliance with Laws.** In performing the Services under this Agreement, MSA shall comply with any and all applicable federal, state, and local statutes, ordinances, plans, and regulations.

28. **Relationships.** Nothing contained in this agreement shall be deemed to make either party a partner, joint venture, or employee of the other party for any purpose.

29. **Notice.** Any notice required by this agreement shall be made in writing to the individuals / addresses specified below:

City Clerk	Curt Krupp
City of Sheboygan	MSA Professional Services, Inc.
828 Center Ave.	116 Fremont Street
Sheboygan, Wisconsin 53083	Kiel, Wisconsin 53042

The parties will give any notice required by this agreement by personal delivery or first class certified mail postage prepaid. Notice will be deemed to have been made upon receipt. Nothing contained in this section shall be construed to restrict the transmission of routine communications between representatives of MSA and OWNER.

116 Fremont Street
Kiel, WI 53042
P (920) 894-7800
www.msa-ps.com

January 27, 2021

Sheboygan MSB
ATTN: Mr. David Biebel
2026 New Jersey Ave.
Sheboygan, WI 53081

Project Name: Sheboygan Municipal Service Building

Dear David,

MSA Professional Services, Inc. (MSA) is pleased to submit this proposal for engineering services for the above-referenced project. We would like to express our appreciation for being considered for this work. Our scope of services includes the following:

1. Provide construction documents showing the replacement of the electric service and generator that will include:
   a. Replace existing older panelboards with new.
   b. Replace existing older interior dry transformers with new.
   c. Replace of the generator with a 200 kW exterior generator.
   d. Provide new transfer switches.
   e. Rewire existing exit lighting, interior and exterior fixtures to provide egress lighting required per IBC 2015.
2. Develop CAD drawings for existing floor plans to incorporate the above design.
3. project can be constructed in summer of 2021 and completed in January of 2022 to extend payments to the contractor over a two year period.

Design Development Phase

1. Review project and select appropriate systems
2. Develop preliminary design and system layout
3. Provide cost estimates and assist in budgeting

Construction Document Phase

1. Complete design and preparation of plans and specifications for bidding of electrical specifications. MSA can provide front end specifications and bid form or it can be done by the City.
2. Coordinate design with other engineering disciplines.
3. Prepare alternate bid documents, if required

Bidding and Negotiation Phase

1. Develop addenda documents, as required
2. Assist with bid analysis and offer recommendations
3. Answer questions during bidding

Items not included

1. Alternate bids that trigger additional design
2. Printing and reproduction costs
3. Plan review and approval fees, as well as any associated permits
4. Redesign of systems after bid
5. Rebate or incentive preparation
6. Pre bid construction meeting

7. Commissioning
8. Variance request
9. Engineering services to identify or correct site conditions caused by contractors improper installation
10. In depth review of contractors change orders
11. Preparation of Record Drawings
12. Site utilities design
13. LEED documentation

Deliverables

1. Upon completion of this project, MSA will provide completed CAD drawings (AutoCAD format) for the above-described project.

2. If additional services are required our engineering rates are as follows:

Principal Engineer:	$175/hr
Project Manager:	$150/hr
Technician:	$95/hr
Secretarial:	$70/hr
Mileage:	Per IRS current schedule
Reproductions:	Quoted separately if required

No additional services will be performed without written approval from client. An "Additional Services Request Form" will be provided if additional services are required.

Electrical Fees Lump Sum **$37,000**

The information in this quote is valid for 180 days from date listed on quote.

After your review of the information presented, please discuss with us any possible adjustments to our perceived scope of work. Any adjustments made to the project scope may result in modifications to our fee.

Upon your approval, please sign the service agreement and return it to our office. If quote is accepted, if you have any questions, or need any further information, please call me at (920) 894-4710. I look forward to working with you on this project.

Kind Regards,

Dave Schulze

MSA Professional Service, Inc.

III

Res. No. ____ - 20 - 21. By Alderpersons Dekker and Sorenson.
February 15, 2021.

A RESOLUTION authorizing the appropriate City officials to enter into a contract for the construction of the 2021 Sidewalk Program.

WHEREAS, the City of Sheboygan has advertised for bids to construct the 2021 Sidewalk Program; and

WHEREAS, three bids were received in response to that advertisement; and

WHEREAS, the low bid was from Forward Contractors for $81,074.10; and

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

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are hereby authorized to enter into the attached agreement with Forward Contractors for the construction of the 2021 Sidewalk Program.

BE IT FURTHER RESOLVED: That the appropriate City officials are authorized to draw funds, not to exceed $81,074.10, from Account No. 40033140-631300 (Sidewalk/Trail Improvements) to pay for the construction done pursuant to the agreement.

PW

_____

_____

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20 . _____, City Clerk

Approved _____ 20 . _____, Mayor

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

THIS AGREEMENT is by and between City of Sheboygan ("Owner") and Forward Contractors ("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: 2021 Sidewalk Program

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: constructing new concrete sidewalks and crosswalks; removing and reconstructing faulty existing concrete sidewalks and crosswalks; removing and reconstructing curb, or curb and gutter, removing and reconstructing street pavement; tree root cutting, excavation and removal of trimmings, restoration and clean-up of sites at locations designated by the Engineering Department in all parts of the City, on a prepared foundation or base as provided in these specifications

2.02 City of Sheboygan Resolution: _____

2.03 City of Sheboygan Account Number: _____

ARTICLE 3 – ENGINEER

3.01 The part of the Project that pertains to the Work has been designed by City of Sheboygan – Engineering Division

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.

If ENGINEER is undesignated, OWNER shall assume the duties and responsibilities of ENGINEER through OWNER's Director of Public Works (DPW), or the DPW's designee.

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 20, 2021 and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the 14th day following substantial completion.

4.03 *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 times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

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

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

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

4. Milestones: Contractor shall pay Owner the amount identified in paragraph 19.01 of the Supplementary Conditions for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of Milestone 1, until Milestone 1 is achieved.

4.04 *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.

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 Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

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 or about the 1st day of each 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.

ARTICLE 7 – INTEREST

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

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

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

A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.

B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

E. 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 Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.

F. 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.

G. 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.

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

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

J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

A. The Contract Documents consist of the following:

1. This Agreement (pages 00 52 00-1 to -7, inclusive).
2. Performance bond (pages 00 61 13-1 to 00 61 13 - ___, inclusive).
3. Payment bond (pages 00 61 14-1 to 00 61 14- ___, inclusive).
4. General Conditions (EJCDC C-700, 2013 Edition) Supplementary Conditions, Specifications, not attached but incorporated by reference, as listed in the attached table of contents of the Project Manual.
5. Exhibits to this Agreement (enumerated as follows):
    a. Contractor's Bid (1 page).
6. 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 documents listed in Paragraph 9.01.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 9.

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

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *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 10.05:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing 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.

10.06 *Other Provisions*

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

(Continued on next page)

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:

City of Sheboygan

By: _____
(signature)

Name,
Title: Todd Wolf , City Administrator

Date: _____

Address for giving notices:

City of Sheboygan - Engineering

2026 New Jersey Avenue

Sheboygan, WI 53081

Signed by:

By: _____
(signature)

Name,
Title: Michael Vandersteen, Mayor

Date: _____

Countersigned by:

By: _____
(signature)

Name,
Title: Meredith DeBruin, City Clerk

Date: _____

CONTRACTOR:

_____

By: _____
(signature)

Name,
Title: _____
(printed)

Date: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Address for giving notices:

_____

_____

_____

License No.: _____
(where applicable)

Approved as to form and Execution:

By: _____
(signature)

Name,
Title: Charles C. Adams, City Attorney

Date: _____

2021 Sidewalk Program

SECTION	TITLE	PAGES
00 00 00	**PROCUREMENT AND CONTRACTING REQUIREMENTS**	
00 01 01	Cover	00 01 01-1
00 01 10	Table of Contents	00 01 10-1 to 00 01 10-1
00 11 13	Advertisements for Bids	00 11 13-1
00 21 13	Instructions for Bidders	00 21 13-1 to 00 21 13-10
00 41 43	Bid Form	00 41 43-1 to 00 41 43-5
00 41 44	Unit Price Worksheet	00 41 44-1
00 41 44.1	Quest Unit Price Worksheet	1 Pages
00 42 13	Bid Bond	00 42 13-1 to 00 42 13-2
00 45 13	Bidder's Proof of Responsibility	00 45 13-1 to 00 45-13-5
00 45 19	Non-Collusion Affidavit of Bidder	00 45 19-1
00 45 20	Non-Collusion Affidavit of Subcontractor	00 45 20-1
00 45 50	List of Subcontractors	00 45 50-1
00 52 00	Agreement	00 52 00-1 to 00 52 00-8
00 55 00	Notice to Proceed	00 55 00-1
00 61 13	Performance Bond	00 61 13-1 to 00 61 13-3
00 61 14	Payment Bond	00 61 14-1 to 00 61 14-3
00 62 11	Submittal Cover	00 62 11-1
00 62 76	Application for Payment	00 62 76-1 to 00 62 76-2
00 63 13	Request for Information	00 63 13-1
00 63 49	Work Change Directive	00 63 49-1
00 63 63	Change Order Form	00 63 63-1 to 00 63 63-2
00 65 16	Certificate of Substantial Completion	00 65 16-1
00 65 18	Certificate of Compliance	00 65 13-1
00 65 19	Consent of Surety to Final Payment	00 65 19-1
00 72 00	General Conditions	00 72 00 -1 to 00 72 00-72
00 73 00	Supplementary Conditions	00 73 00-1 to 00 73 00-13
01 00 00	**GENERAL REQUIREMENTS**	
01 11 00	Summary of Work	01 11 00-1 to 01 11 00-2
01 14 00	Work Restrictions	01 14 00-1 to 01 14 00-6
01 57 19	Temporary Environmental Controls	01 57 19-1 to 01 57 19-2
32 00 00	**EXTERIOR IMPROVEMENT**	
32 10 50	Concrete Sidewalk Program	32 10 50-1 to 32 10 50-9

2453-21 2021 Sidewalk Program (#7483595)
Owner: Sheboygan WI, City of
Solicitor: Sheboygan WI, City of
01/26/2021 10:00 AM CST

					Forward Contractors	
Section T Line Item	Item Code	Item Description	UofM	Quantity	Unit Price2	Extension3
1	2021-1	Remove Concrete Sidewalk and Approaches	SF	8000	$2.00	$16,000.00
2	2021-2	Remove Concrete Aprons	SF	100	$2.00	$200.00
3	2021-3	Remove Curb & Gutter	LF	50	$10.00	$500.00
4	2021-4	Remove Integral Sidewalk/Curb	SF	100	$0.01	$1.00
5	2021-5	Excessive Cut	CY	50	$0.01	$0.50
6	2021-6	Excessive Fill/Gravel	Cy	50	$0.01	$0.50
7	2021-7	Concrete Sidewalk 4-inch	SF	8000	$6.75	$54,000.00
8	2021-8	Concrete Sidewalk 6-inch	SF	250	$6.75	$1,687.50
9	2021-9	Concrete Apron 7-inch	SF	100	$6.75	$675.00
10	2021-10	Concrete Curb and Gutter 30-inch	LF	50	$40.00	$2,000.00
11	2021-11	Concrete Curb 6-inch	LF	50	$40.00	$2,000.00
12	2021-12	Integral Sidewalk & Curb	SY	200	$0.01	$2.00
13	2021-13	Concrete Sawing	LF	100	$0.01	$1.00
14	2021-14	Grading For New Sidewalk	SF	500	$0.01	$5.00
15	2021-15	4-inch Topsoil, Seed & Fertilizer	SY	60	$0.01	$0.60
16	2021-16	Concrete Sidewalk 6-inch with Panel Finish	SF	100	$0.01	$1.00
17	2021-17	Curb Ramp Detectabel Warning Field	EA	10	$400.00	$4,000.00
Total						**$81,074.10**

III

Res. No. _____ - 20 - 21. By Alderpersons Sorenson and Dekker.
February 15, 2021.

A RESOLUTION accepting and approving the Public Transportation Agency Safety Plan (February 2021).

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

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

WHEREAS, the Transit Commission has accepted and approved the attached Public Transportation Agency Safety Plan (February 2021) (the "Safety Plan").

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

Transit

_____

_____

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

Public Transportation Agency Safety Plan

February 2021

SHORELINE METRO

BAY LAKE

Regional Planning Commission | Since 1972

49 CFR 673.11(d)

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

TRANSIT AGENCY INFORMATION

Transit Agency	**Name**	**Address**
	Shoreline Metro	608 S Commerce St Sheboygan, WI 53081
Accountable Executive/ Chief Safety Officer	**Name**	**Title**
	Derek Muench	Director of Transit & Parking

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

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

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

Transit Agency(ies) or Entity(ies) for which Service Is Provided	**Name**	**Address**

PLAN DEVELOPMENT, APPROVAL, AND UPDATES

Signature by the Accountable Executive	**Signature**	**Date of Signature**
	Derek Muench	2/16/2021
Approval by Board of Directors (or Equivalent)	**Approving Entity**	**Date of Approval**
	Sheboygan Transit Commission	2/16/2021
	Members	
	Alderperson Dean Dekker	
	Alderperson Ryan Sorenson	
	Alderperson Trey Mitchell	
	Mayor Mike Vandersteen	
	Ryan Zinkel, Citizen Member	
	Charles Windsor, Citizen Member	
	Roy Kluss, Citizen Member	
	Chris Domagalski, Sheboygan Chief of Police	
	Chad Pelishek, Director of Planning & Development Dept.	
Certification by Accountable Executive of Compliance with Part 673	**Signature**	**Date of Signature**
	Derek Muench	2/16/2021

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

Activity Log

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

Version No.	Section/Pages Affected	Reason for Change	Date Issued
1	Entire Document	Creation and adoption of Plan	9/22/2020
2	Entire Document	Edits suggested by PTASP TAC	11/23/2020
3	Entire Document	Edits suggested by PTASP TAC	1/22/2021
4	Chapters 3 & 4	Edits suggested by PTASP TAC	2/1/2021
5	Entire Document	Adoption of revised Plan	2/16/2021

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Definitions and Acronyms

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

Accident means an "event," as defined below, that involves any of the following:

1. A loss of life;
2. A report of a serious injury to a person;
3. A collision of public transportation vehicles; or
4. An evacuation for life safety reasons.

Accountable Executive means a single, identifiable individual who has ultimate responsibility for carrying out the Public Transportation Agency Safety Plan (as defined below) of a public transportation agency; responsibility for carrying out the agency's Transit Asset Management Plan (as defined below); and control or direction over the human and capital resources needed to develop and maintain both the agency's Public Transit Agency Safety Plan, in accordance with 49 U.S.C. 5329(d), and the agency's Transit Asset Management Plan in accordance with 49 U.S.C. 5326.

Chief Safety Officer means an adequately trained individual who has responsibility for safety and reports directly to a transit agency's chief executive officer, general manager, president, or equivalent officer. A Chief Safety Officer may not serve in other operational or maintenance capacities, unless the Chief Safety Officer is employed by a transit agency that is a small public transportation provider as defined in this part, or a public transportation provider that does not operate a rail fixed guideway public transportation system.

Equivalent Authority means an entity that carries out duties similar to a Board of Directors, for a recipient or subrecipient of FTA funds under 49 U.S.C. Chapter 53, including sufficient authority to review and approve a recipient or subrecipient's Public Transportation Agency Safety Plan.

Event means an "accident," as defined above, or "incident" or "occurrence" (each as defined below).

FTA means the Federal Transit Administration, an agency within the United States Department of Transportation.

Hazard means any real or potential condition that can cause injury, illness or death; damage to or loss of the facilities, equipment, rolling stock or infrastructure of a public transportation system; or damage to the environment (as defined below).

Incident means an "event" (as defined above) that involves any of the following:

1. A personal injury that is not a serious injury;
2. One or more injuries requiring medical transport; or
3. Damage to facilities, equipment, rolling stock or infrastructure that disrupts the operations of a transit agency.

Investigation means the process of determining the causal and contributing factors of an "accident," "incident" or "hazard" (each as defined here), for the purpose of preventing recurrence and mitigating risk.

National Public Transportation Safety Plan means the plan to improve the safety of all public transportation systems that receive federal financial assistance under 49 U.S.C. Chapter 53.

Occurrence means an "event" (as defined above), without any personal injury in which any damage

to facilities, equipment, rolling stock or infrastructure does not disrupt the operations of a transit agency.

Operator of a public transportation system means a provider of public transportation as defined under 49 U.S.C. 5302(14).

Performance Measure means an expression based on a quantifiable indicator of performance or condition that is used to establish targets and to assess progress toward meeting the established targets.

Performance Target means a quantifiable level of performance or condition, expressed as a value for the measure, to be achieved within a time period requited by the FTA.

Public Transportation Agency Safety Plan means the documented comprehensive agency safety plan for a transit agency that is required by 49 U.S.C. 5329 and this part.

Risk means the composite of predicted severity and likelihood of the potential effect of a hazard.

Risk Mitigation means a method or methods to eliminate or reduce the effects of hazards.

Safety Assurance means processes within a transit agency's Safety Management System that function to ensure the implementation and effectiveness of safety risk mitigation, and to ensure that the transit agency meets or exceeds its safety objectives through the collection, analysis and assessment of information.

Safety Management Policy means a transit agency's documented commitment to safety, which defines the transit agency's safety objectives and the accountabilities and responsibilities of its employees in regard to safety.

Safety Management System (SMS) means the formal, top-down, organization-wide approach to managing safety risk and assuring the effectiveness of a transit agency's safety risk mitigation. SMS includes systematic procedures, practices and policies for managing risks and hazards.

Safety Performance Target means a performance target related to safety management activities.

Safety Promotion means a combination of training and communication of safety information to support SMS as applied to the transit agency's public transportation system.

Safety Risk Assessment means the formal activity whereby a transit agency determines Safety Risk Management priorities by establishing the significance or value of its safety risks.

Safety Risk Management means a process within the transit agency's Public Transportation Agency Safety Plan for identifying hazards and analyzing, assessing and mitigating safety risk.

Serious Injury means any injury which:

1. Requires hospitalization for more than 48 hours, commencing within seven days from the date of the injury that was received;
2. Results in a fracture of any bone (except simple fractures of fingers, toes or noses);
3. Causes severe hemorrhages, nerve, muscle or tendon damage;
4. Involves any internal organ; or
5. Involves second- or third-degree burns, or any burns affecting more than five percent of the body surface.

Small Public Transportation Provider means a recipient or subrecipient of federal financial assistance under 49 U.S.C. 5307 that has one hundred (100) or fewer vehicles in peak revenue service and does not operate a rail fixed guideway public transportation system.

State means a State of the United States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, Guam, American Samoa, and the Virgin Islands.

State of Good Repair means the condition in which a capital asset is able to operate at a full level of performance.

Transit Agency means an operator of a public transportation system.

Transit Asset Management Plan means the strategic and systematic practice of procuring, operating, inspecting, maintaining, rehabilitating and replacing transit capital assets to manage their performance, risks and costs over their life cycles, for the purpose of providing safe, cost-effective and reliable public transportation, as required by 49 U.S.C. 5326 and 49 CFR Part 625.

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

CFR	-	Code of Federal Regulations
CSO	-	Chief Safety Officer
FTA	-	Federal Transit Administration
MAP-21	-	Moving Ahead for Progress in the 21st Century Act
NTD	-	National Transit Database
PTASP	-	Public Transit Agency Safety Plan
SGR	-	State of Good Repair
SMS	-	Safety Management System
SOP	-	Standard Operating Procedure
TAM	-	Transit Asset Management
U.S.C.	-	United States Code

Background

The Moving Ahead for Progress in the 21st Century Act (MAP-21) grants the Federal Transit Administration (FTA) the authority to establish and enforce a comprehensive regulatory framework to oversee the safety of public transportation throughout the United States. As a component of this safety oversight framework, MAP-21 requires certain recipients of FTA Chapter 53 funding to develop and implement a Public Transportation Agency Safety Plan (PTASP).

In addition to greater safety oversight responsibilities, MAP-21's grant of expanded regulatory authority puts FTA in a position to provide guidance to transit agencies that strengthens the use of safety data to support management decisions, improves the commitment of transit leadership to safety, and fosters a culture of safety that promotes awareness and responsiveness to safety risks. The framework to this approach is called a safety management system (SMS), which moves the transit industry toward a more holistic, performance-based approach to safety. The SMS framework has been adopted by FTA in its National Public Transportation Safety Plan ("national safety plan").

The PTASP for Shoreline Metro supports and is consistent with an SMS approach to safety risk management. SMS is an integrated collection of policies, processes and behaviors meant to ensure a formalized, proactive and data-driven approach to safety risk management. The aim of an SMS is to increase the safety performance of transit systems by proactively identifying, assessing and controlling safety risks. The approach is meant to be flexible and scalable, so that transit agencies of all types and sizes can efficiently meet the basic requirements of MAP-21. The PTASP for Shoreline Metro addresses the following elements, outlined in Table 1 (below):

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

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

Chapter 1: Safety Policies and Procedures

Section 1.1 Commitment to Safety

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

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

Shoreline Metro is committed to:

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

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

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

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

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

Performance Monitoring and Measuring: Shoreline Metro will establish realistic measures of safety performance and will establish safety performance targets to ensure continual improvement in safety performance. Managers will verify that the safety risk mitigations put in place are appropriate and effective.

Review and Evaluation: Shoreline Metro will measure SMS performance by: analyzing key safety performance indicators; reviewing inspections, investigations and corrective action reports; and auditing the processes that support the SMS. These activities will become the basis for revising or developing safety objectives, safety performance targets and plans with the goal of continuous safety improvement.

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

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

Section 1.2 Annual PTASP Review and Update

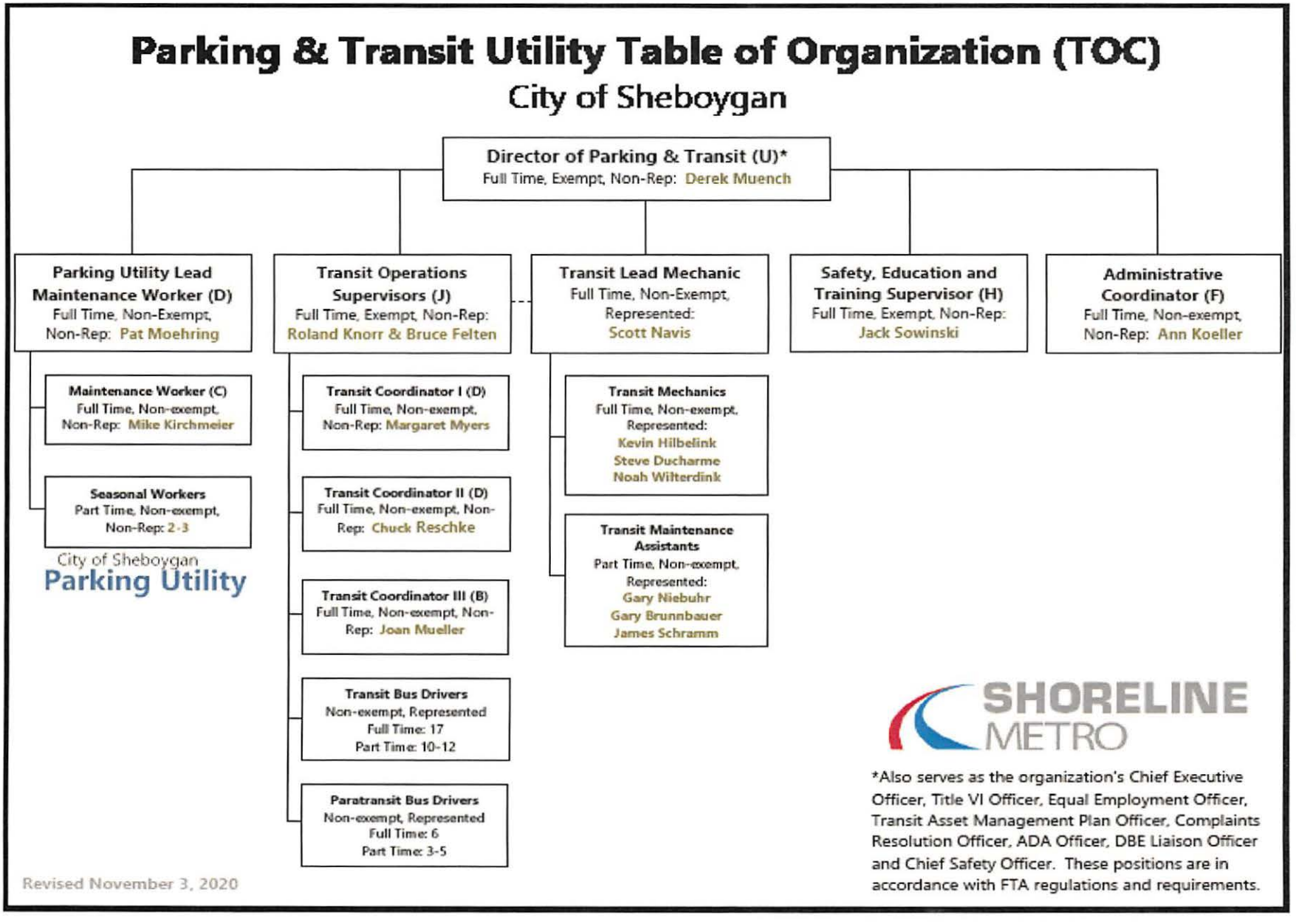
Shoreline Metro management (including the Safety Manager) will review the PTASP annually by June 15 and update the document as necessary. Any updates made will be presented to the Accountable Executive for review who will then forward the document to the Sheboygan Transit Commission for approval at its meeting the third Tuesday in July to allow the agency to timely submit to any annual or other periodic reviews, including its annual self-certification of compliance. At a minimum, annual self-certification will consist of both the Accountable Executive and Board of Directors (Sheboygan Transit Commission) signing and dating this document.

Section 1.3 Organization Structure and System Safety Responsibilities

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

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

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



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Chapter 2: Safety Risk Management

Section 2.1 Hazard Identification

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

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

operator to evaluate their adherence to policy. Observation audits are also done by reviewing video from the bus. Checks are done on the Operator's adherence to safety policies, their uniforms, their customer relation skills and the general operation of the bus. Upon conclusion of the ride along, time is scheduled with the Operator to go over the results and discuss what was done well and what areas could be improved upon.

- Hours of service audits conducted daily when creating Operators driving schedules to ensure no driver is allowed to drive for more than 12.0 hours per day in accordance with department policy.
- The department monitors all applicable employees with a Commercial Driving License (CDL) to ensure up to date and accurate information. Shoreline Metro is in compliance with the Federal Highway Administration's Commercial Driver Licensing Standards. All Bus Operators and Maintenance personal are required to have a CDL in the class required by the state issuing the license.

- Evaluating customer suggestions and complaints.
  - Customer suggestions and complaints can be submitted in one of three ways. Passengers can call the customer service line at (920) 459-3281, by emailing contact@shorelinemetro.com, by requesting to speak with an Operations Supervisor when at the Transfer Station or by calling the Transit Director directly on the Shoreline Metro phone tree at (920) 459-3281.

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

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

Subsection 2.1.1 Non-Punitive Reporting Policy

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

Shoreline Metro will not take disciplinary action against any employee who discloses a safety event. This policy shall not apply to information received by Shoreline Metro from a source other than the employee, or that involves an illegal act, or a deliberate or willful disregard of rules, regulations, or agency policies or procedures.

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

Section 2.2 Safety Risk Assessment

Once a hazard has been identified, Shoreline Metro will conduct an assessment, using the Risk Assessment Matrix (Appendix D), to determine the potential consequences. Factors to be considered include the likelihood of occurrence, the severity of the consequences (should there be an occurrence),

the level of exposure to the hazard, and the existing mitigation efforts in place. Shoreline Metro will assess risks subjectively by experienced personnel using a risk assessment matrix. Results of the risk assessment process will help determine whether the risk is being appropriately managed or controlled. If the risks are acceptable, the hazard will continue to be monitored. If the risks are unacceptable, steps will be taken by Shoreline Metro to lower the risk to an acceptable or tolerable level, or to remove, avoid, or otherwise eliminate the hazard.

Section 2.3 Safety Risk Mitigation

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

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

1. **Physical Defenses:**

   These include objects and technologies that are engineered to discourage, or warn against, or prevent inappropriate action or mitigate the consequences of events (e.g.: traffic control devices, fences, safety restraining systems, transit controls/signals, transit monitoring systems, etc.).

2. **Administrative Defenses:**

   These include procedures and practices that mitigate the likelihood of accidents/incidents (e.g.: safety regulations, standard operating procedures, personnel proficiency, supervision inspection, training, etc.).

3. **Behavioral Defenses:**

   These include behavioral interventions through education and public awareness campaigns aimed at reducing risky and reckless behavior of motorists, passengers and pedestrians; factors outside the control of the agency (e.g.: the Zero in Wisconsin campaign).

Section 2.4 Safety Risk Prioritization

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

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Chapter 3: Safety Assurance

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

Section 3.1 Defining Safety Goals and Objectives/Outcomes

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

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

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

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

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

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

Section 3.2 Defining Safety Performance Measures

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

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

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

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

Subsection 3.2.1 Metrics

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

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

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

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

- **Fatalities**
    1. Total number of reportable crashes
    2. Rate of reportable fatalities per total vehicle revenue miles

- **Injuries**
    3. Total number of reportable injuries
    4. Rate of reportable injuries per total vehicle revenue miles
- **Safety Events**
    5. Total number of reportable safety events
    6. Rate of reportable safety events per total vehicle revenue miles
- **System Reliability**
    7. Mean distance between major mechanical failures

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

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

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

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

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

Section 3.3 Monitoring Performance and Evaluating Results

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

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

1. **Monitor Safety Risks**
    a. Procedures to mitigate the safety risk, such as educating the public about a safety hazard
    b. Create and install signage on vehicles
    c. Train operators and staff to communicate the hazard to customers and make them

aware of the mitigation to reduce future risk.

d. Monitor the educational efforts and determine the effectiveness of communication.
e. Safety audits and safety surveys
f. Quarterly and as-needed Safety Meetings
g. Safety Committee consisting of drivers, maintenance staff and admin staff
h. Informal inspections of vehicles and facilities
    i. Review Pre-trip and Post-trip inspection cards and comments
    ii. Periodic inspection observation by the Safety Officer or his/her designee
i. Safety review and inspection of new or modified service(s)
j. Regular vehicle and facility inspections and preventative maintenance
k. Daily operations log sheet used by dispatchers and operations supervisors to monitor and document daily activities
    i. Reviewed by the Safety Officer for safety items and accuracy

2. Benchmarks

a. Create benchmarks for continuous monitoring for performance improvement.
    i. Valid complaints received
    ii. Accidents per 100,000 vehicle revenue miles operated
    iii. Preventable accidents per year
    iv. Non-preventable accidents per year
    v. Number of claims submitted by type per year

3. Monitor the Effects of Safety Promotion

a. Is the promotion/message working to improve safety performance? Use feedback to determine if the promotion or procedure should be adjusted for improvement.

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

Subsection 3.3.1 Conducting Investigations of Safety Events

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

a. Review and investigation of accidents, incidents, and occurrences
b. Interview drivers, staff, and witnesses (if applicable)
c. Determine preventability
    i. The accident, incident, or occurrence was preventable or non-preventable
d. Carry out causal analysis by identifying any potential causal factors
e. Determine accountability

i. The employee was accountable for the accident, incident, or occurrence

ii. The employee requires corrective action and/or training (retraining)

iii. Observe the employee's behavior as the lone or contributing cause of the accident, incident, or occurrence

f. Recommend appropriate level of corrective action

g. Provide a summary of the Accident Review Committee's determinations and recommend level of corrective action (if applicable) to Operations Supervisors and the Director of Transit

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

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

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

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

1. **Safety Performance Monitoring**

   a. Maintenance records, including repairs, inspections, road calls and training

   b. Operations records, including new employee training, refresher training, supervisor training, complaint logs, accident records and accident logs, TMI monthly loss runs and daily operation logs.

   c. One-on-one conversations, ride checks, suggestions from employees, video from on-board security cameras and checklists.

2. **Monitor Compliance with and Sufficiency of Operations and Maintenance Procedures**

   a. Rules compliance programs

   b. Internal audits

   c. Records reviews

   d. Observations

   e. Ride alongs

3. **Review Findings**

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

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

Subsection 3.3.2 Monitoring Safety Risk Mitigations

Shoreline Metro's Safety Officer along with the Safety Committee, Operations Supervisors, and Director (Accountable Executive) will conduct all monitoring activities including Shoreline Metro's

operations to identify mitigations that may be ineffective, inappropriate, outdated, or not implemented correctly by:

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

Subsection 3.3.3 Monitoring Information Through Internal Safety Programs

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

Section 3.4 Integrating Results Into Agency Decision-Making Process

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

Uses of performance results include:

- Focus attention on performance gaps and trigger in-depth investigations of what performance problems exist
- Help make informed resource allocation decisions
- Identify needs for staff training or technical assistance
- Help motivate employees to continue making program improvements
- Support strategic planning efforts by providing baseline information for tracking progress
- Identify best practices through benchmarking
- Respond to elected officials and the public's demand for accountability

Section 3.5 Sustaining a Safety Management System

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

- **Create a measurement-friendly culture:**

  All staff, including senior managers, should be actively engaged in creating a measurement-friendly culture by promoting performance measurement as a means of continuous improvement. Senior managers will also lead by example and utilize performance metrics in decision making processes.

- **Build organizational capacity:**

  Investment in developing skilled human resources capacity is essential to sustaining an SMS. Both technical and managerial skills will be needed for data collection and analysis, as well as for setting goals. Managing staff and the governing board will commit the financial resources

required for organizational capacity and maintaining an SMS on a continuous basis.

- **Reliability and transparency of performance results:**

  The SMS will be able to produce and report its results, both good and bad. Performance information should be transparent and made available to all stakeholders. Messengers should be protected to preserve the integrity of the measurement system. The focus should be on opportunities for improvement rather than allocating blame.

- **Demonstrate continuous commitment to measurement:**

  Visible commitment to using metrics is a long-term initiative. Shoreline Metro will demonstrate a commitment to performance measurement by establishing a formal process of reporting performance results, such as including transit safety and performance measurement as a standing agenda item at meetings of the Sheboygan Transit Commission.

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Chapter 4: Safety Promotion

Section 4.1 Safety Promotion, Culture, and Training

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

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

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

Subsection 4.1.1 Safety Culture

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

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

A. An Informed Culture

- Employees understand the hazards and risks involved in their areas of operation.
- Employees are provided with the necessary knowledge, training and resources.
- Employees work continuously to identify and overcome threats to safety.

B. A Just Culture

- Employees know and agree on what is acceptable and unacceptable behavior.
- Human errors must be understood, but negligence and willful violations cannot be tolerated.

C. A Reporting Culture

- Employees are encouraged to voice safety concerns and to share critical safety information without the threat of punitive action.
- When safety concerns are reported, they are analyzed, and appropriate action is taken.

D. A Learning Culture

- Learning is valued as a lifetime process beyond basic skills training.
- Employees are encouraged to develop and apply their own skills and knowledge to enhance safety.

- Employees are updated on safety issues by management, and safety reports are communicated back to staff so that everyone learns the pertinent lessons.

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

A. Hazard Identification

1. Safety Committee: Group comprised of transit operators, maintenance staff and supervisors. The group meets quarterly to discuss safety items, such as potential hazards, risks and employee suggestions. The group is tasked with the following items:
    a. Review of historical safety records
    b. Accident trends
    c. Employee safety complaints and suggestions
    d. Past accidents/incidents
    e. Near misses
    f. Other safety items
2. Critical Safety Behaviors: A system to help with identifying and recording unsafe situations or behaviors.
    a. Work area/site inspections
        i. Pre-trip inspections for vehicles
        ii. Preventative maintenance
    b. Brainstorming/observations
    c. Employee input
        i. Suggestion/comment box
    d. Daily facility walkthrough checklist
    e. Safety culture
        i. Quarterly team training and safety meetings
        ii. Serious about Annual Safety Recognition
        iii. Quarterly Employee Recognition program

B. Risk Assessment

1. Risk Management Assessment (RMA): Platform for determining risk associated with certain types of actions including:
    a. Training for such tasks
    b. Requirement of assistance to perform tasks
    c. Severity of risk
    d. Return-on-investment
    e. Actions to control the risk
    f. Contributing factors
    g. Frequency of task
    h. Adequacy of control measures

C. Safety Risk Mitigation

1. Training: Platform for educating and equipping personnel with the knowledge, skills and resources to perform a task. This is considered the first and primary step to mitigating

risk. Sometimes, this includes retraining personnel once a hazard is identified to further reduce the risk. Examples of such training include:

a. New hire
    i. Classroom training, including defensive driving, distracted driving, ADA, customer service, policies and procedures, and expectations
    ii. Behind the wheel training, including traffic laws, backing, railroad crossings, bus stop procedures, security, emergency management, onboard incidents, etc.
    iii. CDL (for individuals requiring proper license to operator a vehicle)
b. Forklift training/certification
    i. Maintenance staff
c. Accidents and Incidents
    i. Refresher training for personnel
    ii. Near miss reporting
d. Quarterly meetings and as-needed meetings
    i. Training and safety awareness for personnel
e. Bloodborne Pathogen
f. City Policies
    i. Harassment
    ii. Information Technology
    iii. FLSA, FMLA
    iv. Workman's Compensation

Subsection 4.1.2 Training

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

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

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

Employees already possessing a CDL upon hire are provided with initial classroom preparation and behind-the-wheel training by the Safety, Training and Education Supervisor. Once the individual

has shown proficiency in operating a transit bus, the employee is moved into driving in service with an experienced and trained bus operator. Evaluations are conducted by the bus operator on the new driver during each training session. These evaluations are then reviewed by the Safety, Training and Education Supervisor to determine if additional training is required or if the employee may be moved into revenue service and thus starting the employee's probation period.

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

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

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

Safety Management training topics may include:

A. Initial Safety Training for All Staff

1. Basic principles of safety management, including the integrated nature of SMS, risk management, safety culture, etc.
2. Corporate safety philosophy, safety goals and objectives, safety policy, and safety standards
3. Importance of complying with the safety policy and SMS procedures, and the approach to disciplinary actions for different safety issues
4. Organizational structure, roles and responsibilities of staff in relation to safety
5. Transit agency's safety record, including areas of systemic weakness
6. Requirement for ongoing internal assessment of organizational safety performance (e.g.: employee surveys, safety audits, and assessments)
7. Reporting accidents, incidents and perceived hazards
8. Lines of communication for safety managers
9. Feedback and communication methods for the dissemination of safety information
10. Safety promotion and information dissemination

B. Safety Training for Operations Personnel

1. Unique hazards facing operational personnel
2. Seasonal safety hazards and procedures (e.g.: winter operations)
3. Procedures for hazard reporting
4. Procedures for reporting safety events (accidents and incidents)
5. Emergency procedures

C. Safety Training for Management

1. Principles of the SMS
2. Management responsibilities and accountabilities for safety
3. Legal issues (i.e.: liability)

D. Training for the Safety Officer

1. Familiarization with different transit modes, types of operation, routes, etc.

2. Understanding the role of human performance in safety event causation and prevention
3. Operation of the SMS
4. Investigating safety events
5. Crisis management and emergency response planning
6. Safety promotion
7. Communication skills
8. Performing safety audits and assessments
9. Monitoring safety performance
10. National Transit Database (NTD) safety event reporting requirements

Subsection 4.1.3 Communication

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

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

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Appendices

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Appendix A: Staff Safety Roles and Responsibilities

Completed by: Derek Muench/Jack Sowinski		Date: September 22, 2020	
Position Title	**Name of Staff Member**	**Position Description**	**Safety Responsibilities**
Accountable Executive	Derek Muench, Transit Director	49 CFR § 673.5 – *Accountable Executive* means a single, identifiable person who has ultimate responsibility for carrying out the PTASP; responsibility for carrying out the agency's TAM Plan; and control or direction over the human and capital resources needed to develop and maintain both the agency's PTASP, in accordance with 49 U.S.C. § 5329(d), and the agency's TAM Plan, in accordance with 49 U.S.C. § 5326.	• Ultimate responsibility for carrying out the PTASP • Responsibility for carrying out the TAM Plan • Control or direction over the human and capital resources needed to develop and maintain both plans • Ensuring the agency's SMS is effectively implemented throughout the system • May delegate specific responsibilities, except ultimate accountability for the agency's safety performance, which always rests with the Accountable Executive • Ensuring action is taken, as necessary, to address substandard performance in the agency's SMS
Chief Safety Officer	Jack Sowinski, Safety and Training Supervisor	49 CFR § 673.5 – *Chief Safety Officer* means an adequately trained individual who has responsibility for safety and reports directly to a transit agency's chief executive officer, general manager, president, or equivalent officer. A Chief Safety Officer (CSO) for a small public transportation provider (as defined in Part 673) may serve in capacities (operational or maintenance) unless the agency ceases to be a small public transportation provider or operates a rail transit system.	• Is adequately trained • Responsibility for safety • Reports directly to agency's Accountable Executive • Authority and responsibility for day-to-day implementation and operation of agency's SMS
Safety Manager (Is the same as/merged with CSO position)	Jack Sowinski, Safety and Training Supervisor	Ensure coordinated development and implementation of the PTASP (is the same as/merged with CSO position)	• Is the same as/merged with CSO position • Maintains a safe working environment • Adheres to all safety policies and procedures • Promotes safety awareness throughout the organization • Ensures safety documentation is current and accessible to all employees • Communicates changes in safety documents to all personnel • Monitors effectiveness of corrective actions • Provides periodic reports on safety performance • Renders independent advice to the CEO, senior managers, and other personnel on safety-related matters • Ensures that safety management has a high priority throughout the organization

Transit Supervisors	Roland Knorr and Bruce Felten, Operations Supervisors	Supervisors are responsible for communicating the transit agency's safety policies to all employees.	• Maintains a safe working environment • Adheres to all safety policies and procedures • Full knowledge of all standard and safety operating procedures • Ensures that drivers make safety a primary concern when on the job • Listens and acts upon any safety concerns raised • Immediately reports safety concerns to the CSO/SM • Provides leadership and direction to employees during security incidents • Handles minor non-threatening rule violations • Defuses minor arguments • Determines when to call for assistance • Responds to fare disputes and service complaints • Responds to security related calls with police officers when required, rendering assistance with crowd control, victim/witness information gathering, and general on-scene assistance • Completes necessary security related reports • Takes photographs of damage and injuries • Coordinates with all outside agencies at incident scenes
Bus Operators	17 Full-Time Fixed-Route Drivers 8 Part-Time Fixed-Route Drivers 6 Full-Time Paratransit Drivers 3 Part-Time Paratransit Drivers	Drivers are responsible for exercising maximum care and good judgment in identifying and reporting suspicious activities, in managing security incidents, and in responding to emergencies.	• Maintains a safe working environment • Adheres to all safety policies and procedures • Takes charge of a hazard incident scene until the arrival of supervisory or emergency personnel • Collects fares in accordance with agency policy • Familiar with Shoreline Metro Employee Manual and Procedures • Attempts to handle minor non-threatening rule violations • Responds verbally to complaints • Attempts to defuse minor arguments • Determines when to call for assistance • Maintains control of the vehicle • Reports all safety incidents to Supervisor on duty • Completes all necessary safety related reports
Maintenance Staff	4 Full-Time Mechanics	Mechanic performs major running repairs of buses. Fully qualified and completely capable of repairing, maintaining, and rebuilding all parts of all equipment.	• Maintains a safe working environment • Adheres to all safety policies and procedures • Responsible for repair of vehicle components, including engine and transmission rebuilds • Conducts all levels of inspections • Assists in all aspects of repair and maintenance work • Makes bus assignments (if needed) • Maintains a safe working environment and adheres to all safety policies and procedures • Makes road calls • Tire changes and repairs • Brake relines • Driver reported defects • Supervises bus-washing activities

Appendix B: Safety Assessment and System Review

Completed by: Derek Muench/Jack Sowinski	Last Updated: September 22, 2020

SECTION	REVIEW QUESTIONS	YES	NO	N/A
Safety Policies:	• Are all safety policies up to date and reviewed?	X		
	• Is a Public Transit Agency Safety Plan (PTASP) or any other System Safety Plan written for the transit system?	X		
	• Is the Drug and Alcohol Policy current and up to date?	X		
New Hire Employee Files:	• Was there a structured interview conducted and documented?	X		
	• Is the applicant asked questions relating to previous experience with drug and alcohol testing?	X		
	• Is the offer of employment documented in writing?	X		
	• Is there a pre-employment drug screen?	X		
	• Is there a pre-employment physical exam?	X		
	• Are safety sensitive responsibilities outlined in the job description?	X		
	• Is there a completed Substance Abuse Policy and Drug Free Workplace Policy Acknowledgment form?	X		
	• Is there a Current Policies and Procedures Acknowledgment Form?	X		
Post Hire Employee Files:	• Is a current employee roster available?	X		
	• Are the employee files maintained by the transit system?	X		
	• Do existing employee files contain:			
	• Background check?	X		
	• Previous employer request form?	X		
	• Verification of current driver's license and CDL?	X		
	• Current MVR?	X		
	• PARS Reports?	X		
	• Current copy of physical exam certificate?	X		
	• Signed Substance Abuse Policy Acknowledgment?	X		
	• Drug and Alcohol Testing Record with COC and authorization forms?	X		
	• Record of annual supervisor ride checks and evaluations?	X		
Education and Training:	• Are operator certifications current and up to date?	X		
	• Have managers completed Safety Management Systems (SMS) training?		X	
	• Are employees familiar with OSHA topics, including:			
	• Hazard Communication?	X		
	• Emergency Action Planning?	X		
	• Bloodborne Pathogens?	X		

	• Lockout/Tagout?	X		
	• Personal Protective Equipment (PPE)?	X		
	• Injury Prevention Planning?	X		
	• Have all safety sensitive employees received Drug and Alcohol Training?	X		
	• Do new mechanics receive classroom training?	X		
	• Do existing mechanics receive ongoing training?	X		
Safety Meetings:	• Is there an active Safety Committee at the transit agency?	X		
	• Are safety meetings held on a regular basis?	X		
	• Are safety meetings and sign in sheets documented, with publicly posted agendas and minutes?	X		
	• Do senior managers attend safety meetings?	X		
	• Do vehicle operators attend safety meetings?	X		
	• Do mechanics attend safety meetings?	X		
Incident and Accident Investigation Procedures:	• Are policies in place dictating which incidents are reported and which are not?	X		
	• Are incident report forms kept on board the vehicle?	X		
	• Are accident reports completed for all situations?	X		
	• Are incident/accident reports used as pre-accident training material?	X		
	• Are incident/accident reports used as post-accident training material?	X		
	• Are incident/accident reports used to identify potential hazards and analyzed in a Risk Assessment Matrix (RAM)?	X		
	• Are complaint forms kept on all vehicles?*		X	
	• Are all operators provided with safety vests on their vehicles?**		X	
	• Are incident/accident photos taken?	X		
Substance Abuse:	• Is there a current and updated Drug and Alcohol Policy?	X		
	• Do all staff members understand the Drug and Alcohol Policy?	X		
	• Is random testing being completed?	X		
	• Is reasonable suspicion testing being completed?	X		
Facility and Shop Inspections:	• Are monthly facility inspections conducted as scheduled?	X		
	• Are facility inspection forms completed properly?	X		
	• Are unsafe conditions or acts, regarding the facility corrected and documented?	X		
	• Are fire extinguishers up to date with annual servicing requirements?	X		
	• Are fire extinguishers inspected on a monthly basis?	X		
	• Are routine inspections of the fire extinguishers documented?	X		
	• Are eye wash stations available with unobstructed access?	X		
	• Are eye wash stations inspected on a scheduled basis?	X		

	• Is machine guarding in place?	X		
	• Are batteries stored safely?	X		
	• Are all containers marked with the contents clearly identified?	X		
	• Are floors clear of tripping hazards?	X		
	• Are hazardous materials stored safely?	X		
	• Are emergency exits clearly marked?	X		
	• Are lights out?			X
	• Are jack stands available for use?	X		
	• Are jack stands used whenever a vehicle is elevated on a lift?		X	
	• Is a lock out tag out program in place?	X		
Asset Management (Vehicles):	• Is a current and updated list of vehicles readily available?	X		
	• Is all maintenance activity completed on vehicles tracked?	X		
	• Is a regular maintenance schedule written and followed?	X		
	• Are work order forms, service order forms and parts requested documented?	X		
	• Are vehicle inspection forms completed on a regular basis and available?	X		
	• Are habitual maintenance issues reported to WisDOT?	X		
	• Are maintenance issues analyzed and used to forecast future vehicle needs?			X
	• Are maintenance issues analyzed and used to identify potential hazards and evaluated in a Risk Assessment Matrix (RAM)?	X		
	• Are pre-trip inspection forms completed daily?	X		
	• Are post-trip inspection forms completed daily?	X		

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Appendix C: Facility Safety and Security Assessment

Completed by: Derek Muench/Jack Sowinski	Last Updated: September 22, 2020

SECTION	REVIEW QUESTIONS	YES	NO	N/A
Buildings and Facility Grounds:	• Are facility grounds randomly and frequently patrolled?	X		
	• Are daily security sweeps conducted?	X		
	• Are smoke/fire/carbon monoxide detectors provided and working?	X		
	• Are distribution and number of keys known and controlled?	X		
	• Are all keys labeled as "DO NOT DUPLICATE"? **(Fob system is used)**			X
	• Are all unoccupied areas locked and secured?	X		
Lighting:	• Is entire perimeter of facility properly illuminated?	X		
	• Is lighting mounted at approximately second story level?	X		
	• Are lights provided over all entrance doors?	X		
	• Is lighting provided in staff parking areas?	X		
Entrance Doors and Windows:	• Are all doors:			
	• Built of commercial grade with metal framing?	X		
	• Outside hinges hidden and protected from vandalism?	X		
	• Provided with a commercial grade, one-sided lock? **(Fob system is used)**	X		
	• Provided with push "panic" bar releases?		X	
	• In case of breakage or opening are all windows and doors connected to a central station alarm?	X		
Electronic Surveillance:	• Is the entire perimeter of facility protected by a CCTV system? **(Transfer station yes, garage no)**		X	
	• Is this system monitored by management and/or a security company?	X		
	• Is this system always on or activated by motion sensors?	X		
Non-Employee Access:	• Is access restricted to persons without proper credentials and clearance?	X		
	• Are supply deliverers required to show proper I.D. and sign-in a log book?		X	
	• Are all non-employees accompanied and/or observable at all times?	X		
Surrounding Environment:	• Are there other non-City/County buildings connected to the facility that may be vulnerable to unauthorized entry to City/County property?		X	
	• Are all utility components (power transformers, back-up generators) protected and secured from vandalism or attack?	X		
	• Are all outdoor storage areas adequately lighted and secured?	X		

Material Storage:	• Are all hazardous and flammable materials properly identified?	X		
	• Are all materials properly labeled, stored, and secured?	X		
Forms and Written Plans:	• Are emergency numbers (police, fire, ambulance, FBI) current and prominently displayed at each phone? (911)		X	
	• Is a Chain of Command and emergency call list prominently displayed?	X		
	• Are employees trained and checklists provided on how to handle a physical threat or incident called in on the phone?	X		
Evacuation Plan/ Procedures:	• Are there evacuation plans for this facility?	X		
	• Are staff members trained on this plan?	X		
	• Are primary & alternate assembly areas identified, validated, and coordinated with the County Emergency Management Office?	X		
	• Have primary & alternate assembly areas and evacuation sites/routes been verified & coordinated with appropriate agencies?	X		
	• Has the Emergency Evacuation Plan been reviewed, coordinated, and briefed to staff as appropriate?	X		
Training:	• Is an orientation program in place for each new staff member?	X		
	• Do all staff members receive safety and security training appropriate to their position and level of responsibility?	X		
	• Are periodic safety and security training and briefings completed with staff?	X		
	• Do all new staff members receive briefings on the City/County Evacuation Plan, the Disaster Preparedness Plan, and other security policies and procedures?	X		
Administrative Procedures:	• Is a record of emergency data on file for each staff?	X		
	• Have incident reporting format and procedures been established and staff briefed on them?	X		
	• Are all incident reports treated with confidentiality and transmitted by secure means to the appropriate City/County department?	X		
	• Are background checks conducted and verified on all prospective new hires?	X		
Cash Handling and Transfer:	• Has a secure method for cash receipt, transfer, and storage been established and have appropriate staff members been trained?	X		
	• Is cash transported by at least two individuals with cash divided between them?		X	
	• Do all staff members understand that in the event of a robbery they should never risk their lives to protect cash or other valuables?	X		
Fire and Electrical Safety:	• Are fire extinguishers installed in all appropriate locations?	X		
	• Are smoke and heat detectors installed, at least one on each floor?	X		
	• Is a first aid kit present and maintained?	X		
	• Are all electrical devices, outlets, circuit breakers and cords free of damage that may pose a shock hazard?	X		
	• Are all electrical circuit, gas, and telephone boxes, if accessible from the outside, locked to prevent tampering?	X		
	• Do any non-employees have access from outside the building to any fire escapes, stairways, and/or the roof?		X	
	• Are all outdoor trash containers and storage bins located away from the building in the event of a fire?	X		

Appendix D: Risk Assessment Matrix

Appendix D included as an attachment to this document.

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Appendix E: Hazard Identification and Risk Assessment Log

SHORELINE METRO
HAZARD ASSESSMENT LOG

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

Completed by: Derek Muench/Jack Sowinski	**Last Updated: September 22, 2020**

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

SHORELINE METRO
PRIORITIZED SAFETY RISK LOG

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

Completed by: Derek Muench/Jack Sowinski	Last Updated: September 22, 2020

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

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Appendix G: Safety Performance Matrix

Completed by: Derek Muench/Jack Sowinski	Last Updated: September 22, 2020

GOAL 1: SMS TO REDUCE CASUALTIES/OCCURRENCES

Shoreline Metro will utilize a safety management systems framework to identify safety hazards, mitigate risk and reduce casualties and occurrences resulting from transit operations.

OBJECTIVE/OUTCOME	METRICS	BASELINES	TARGETS
Reduce the number of reportable fatalities	Total number of reportable fatalities	Average Reportable Fatalities: 2015 – 2019: Fixed-Route = 0.0 Paratransit = 0.0	2020 number of reportable fatalities targets: Fixed-Route = 0.0 Paratransit = 0.0
	Rate of reportable fatalities per 100,000 vehicle revenue miles	Rate of Reportable Fatalities: 2015 – 2019: Fixed-Route = 0.000 Paratransit = 0.000	2020 rate of reportable fatalities targets: Fixed-Route = 0.000 Paratransit = 0.000
Reduce the number of reportable injuries	Total number of reportable injuries	Average Reportable Injuries: 2015 – 2019: Fixed-Route = 0.2 Paratransit = 0.0	2020 number of reportable injuries targets: Fixed-Route = 0.2 Paratransit = 0.0
	Rate of reportable injuries per 100,000 vehicle revenue miles	Rate of Reportable Injuries: 2015 – 2019: Fixed-Route < 0.001 Paratransit = 0.000	2020 rate of reportable injuries targets: Fixed-Route < 0.001 Paratransit = 0.000
Reduce the number of reportable safety events	Total number of reportable safety events	Average Reportable Safety Events: 2015 – 2019: Fixed-Route = 25.4 Paratransit = 6.0	2020 number of reportable safety event targets: Fixed-Route = 24.1 Paratransit = 5.7
	Rate of reportable safety events per 100,000 vehicle revenue miles	Rate of Reportable Safety Events: 2015 – 2019: Fixed-Route = < 0.001 Paratransit < 0.001	2020 rate of reportable safety event targets: Fixed-Route < 0.001 Paratransit < 0.001
Reduce mean distance between major mechanical failures	Average distance between major mechanical failures (Miles)	Average Distance Between Major Mechanical Failures: 2015 – 2019 (Miles): Fixed-Route = 349,348 Paratransit = 392,429	2020 average distance between major mechanical failures: Fixed-Route = 366,815 Paratransit = 412,050
Increase assessment and analysis of existing personnel, equipment and procedures to identify and mitigate any potential safety hazards	Number of safety audits, inspections or assessments completed per specified period of time	Some 63 safety audits, inspections or assessments were completed in 2019	Complete an average of two safety audits, inspections, or assessments per driver in 2021
Develop a corrective action plan and mitigation strategies to address identified hazards	Percent of corrective action strategies completed per specified period of time	Develop a corrective action plan and mitigation strategies to address identified hazards in the previous objective/outcome in 2021	Beginning in 2022, complete all preventable corrective action strategies identified in the plan each year

GOAL 2: CULTURE

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

OBJECTIVE/OUTCOME	METRICS	BASELINES	TARGETS
Maintain a dedicated staff person as the Transit Agency Safety Officer to manage the agency's transit safety program	Number of years of transit safety experience	Have a Transit Agency Safety Officer with at least eight years of overall transit experience and at least two years of transit safety experience manage Shoreline Metro's transit safety program	Have a Transit Agency Safety Officer with at least eight years of overall transit experience and at least two years of transit safety experience manage Shoreline Metro's transit safety program
Continue to hold regular transit safety meetings comprised of staff at varying levels, including executives, officers, managers, operators and maintenance personnel	Number of meetings per specified period of time or number of additional meetings following each incident/occurrence	Hold meetings quarterly (or more frequently as needed)	Hold meetings quarterly (or more frequently as needed)
Increase the reporting of near miss occurrences and incidents that would otherwise go unreported	Number of near miss occurrences/incidents reported per specified passenger-miles traveled or per specified period of time	Not collected at this time; will be collected for the first time over calendar year 2021 and will be reported in a future PTASP	Target will be established beginning with the 2022 PTASP
Continue to provide employee safety training opportunities and attendance	Number of employee safety training sessions completed per specified period of time	Training sessions were held quarterly (or more frequently as needed) in 2019	Hold training sessions quarterly (or more frequently as needed)
Continue distribution of safety material amongst employees and the general public	Number of manuals, newsletters, brochures, posters or campaigns distributed per specified period of time	Safety materials are evaluated and provided as needed	Safety materials to be provided will be evaluated on an annual basis

GOAL 3: SYSTEMS/EQUIPMENT:

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

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

Appendix H: Safety Performance Outline

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

Completed by: Derek Muench/Jack Sowinski **Last Updated: September 22, 2020**

GOAL 1: SMS TO REDUCE CASUALTIES/OCCURRENCES

Shoreline Metro will utilize a safety management systems framework to identify safety hazards, mitigate risk and reduce casualties and occurrences resulting from transit operations.

1. Objective/Outcome:
Reduce the number of reportable fatalities
    a. *Metric: Number and rate (per 100,000 vehicle revenue miles) of reportable fatalities*
    b. *Baseline: Average reportable fatalities: 2015 – 2019: Fixed-Route = 0.0, Paratransit = 0.0*
    Rate of reportable fatalities: 2015 – 2019: Fixed-Route = 0.000, Paratransit = 0.000
    c. *Targets: Maintain average reportable fatalities for both fixed-route and paratransit at 0.0, and maintain the rate of reportable fatalities for both fixed-route and paratransit at 0.000*

2. Objective/Outcome:
Reduce the number of reportable injuries
    a. *Metric: Number and rate (per 100,000 vehicle revenue miles) of reportable injuries*
    b. *Baseline: Average reportable injuries: 2015 – 2019: Fixed-Route =0.2, Paratransit = 0.0*
    Rate of reportable injuries: 2015 – 2019: Fixed-Route = < 0.001, Paratransit = 0.000
    c. *Targets: Maintain average reportable injuries and the rate of reportable injuries at the low 2015 – 2019 levels for both fixed-route and paratransit.*

3. Objective/Outcome:
Reduce the number of reportable safety events
    a. *Metric: Number and rate (per 100,000 vehicle revenue miles) of reportable safety events*
    b. *Baseline: Average reportable safety events: 2015 – 2019: Fixed-Route = 25.4, Paratransit = 6.0*
    Rate of reportable safety events: 2015 – 2019: Fixed-Route < 0.001 , Paratransit < 0.001
    c. *Targets: Reduce average reportable safety events by 5 percent over 2015 – 2019 levels (Fixed-Route = 24.1, Paratransit = 5.7), but maintain the rate of reportable safety events at the low 2015 – 2019 levels for both fixed-route and paratransit.*

4. Objective/Outcome:
Reduce mean distance between major mechanical failures
    a. *Metric: Average distance between major mechanical failures (Miles)*
    b. *Baseline: Average distance between major mechanical failures: 2015 – 2019 (Miles):*
    Fixed Route = 349,348, Paratransit = 392,429
    c. *Targets: Increase the average distance between major mechanical failures by 5 percent over 2015 – 2019 levels (Fixed-Route = 366,815, Paratransit = 412,050)*

5. Objective/Outcome:
Increase assessment and analysis of existing personnel, equipment and procedures to identify and mitigate any potential safety hazards
    a. *Metric: Number of safety audits, inspections or assessments completed per specified period*
    b. *Baseline: Some 63 safety audits, inspections or assessments were completed in 2019*
    c. *Target: Complete an average of two (2) safety audits, inspections or assessments per driver in 2021*

6. Objective/Outcome

Develop a corrective action plan and mitigation strategies to address identified hazards

a. Metric: Percent of corrective action strategies completed per specified period of time

b. Baseline: Develop a corrective action plan and mitigation strategies to address identified hazards in the previous objective/outcome in 2021

c. Target: Beginning in 2022, complete all preventable corrective action strategies identified in the plan each year

GOAL 2: CULTURE

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

1. Objective/Outcome:

Maintain a dedicated staff person as the Transit Agency Safety Officer to manage the agency's transit safety program

a. Metric: Number of years of transit safety experience

b. Baseline: Have a Transit Agency Safety Officer with at least eight years of overall transit experience and at least two years of transit safety experience manage Shoreline Metro's transit safety program

c. Target: Have a Transit Agency Safety Officer with at least eight years of overall transit experience and at least two years of transit safety experience manage Shoreline Metro's transit safety program

2. Objective/Outcome:

Continue to hold regular transit safety meetings comprised of staff at varying levels, including executives, officers, managers, operators and maintenance personnel

a. Metric: Number of meetings per specified period of time or number of additional meetings following each incident/occurrence

b. Baseline: Hold meetings quarterly (or more frequently as needed)

c. Target: Hold meetings quarterly (or more frequently as needed)

3. Objective/Outcome:

Increase the reporting of near miss occurrences and incidents that would otherwise go unreported

a. Metric: Number of near miss occurrences/incidents reported per specified passenger-miles traveled or per specified period of time

b. Baseline: Not collected at this time; will be collected for the first time over calendar year 2021 and will be reported in a future PTASP

c. Target: Target will be established beginning with the 2022 PTASP

4. Objective/Outcome:

Continue to provide employee safety training opportunities and attendance

a. Metric: Number of employee safety training sessions completed per specified period of time

b. Baseline: Training sessions were held quarterly (or more frequently as needed) in 2019

c. Target: Hold training sessions quarterly (or more frequently as needed)

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

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

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

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

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

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

PTASP Acknowledgment Form

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

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

_____

Print Employee Name

_____

Signature of Employee

_____

Date

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SHORELINE METRO

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III

Res. No. _____ - 20 - 21. By Alderpersons Sorenson and Dekker.
February 15, 2021.

A RESOLUTION accepting and approving the Sheboygan Transit Development Program (TDP) 2021-2025.

WHEREAS, the Transit Commission has accepted and approved the attached Sheboygan Transit Development Program (TDP) 2021-2025 (the "Development Plan").

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

_____

Transit

_____

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

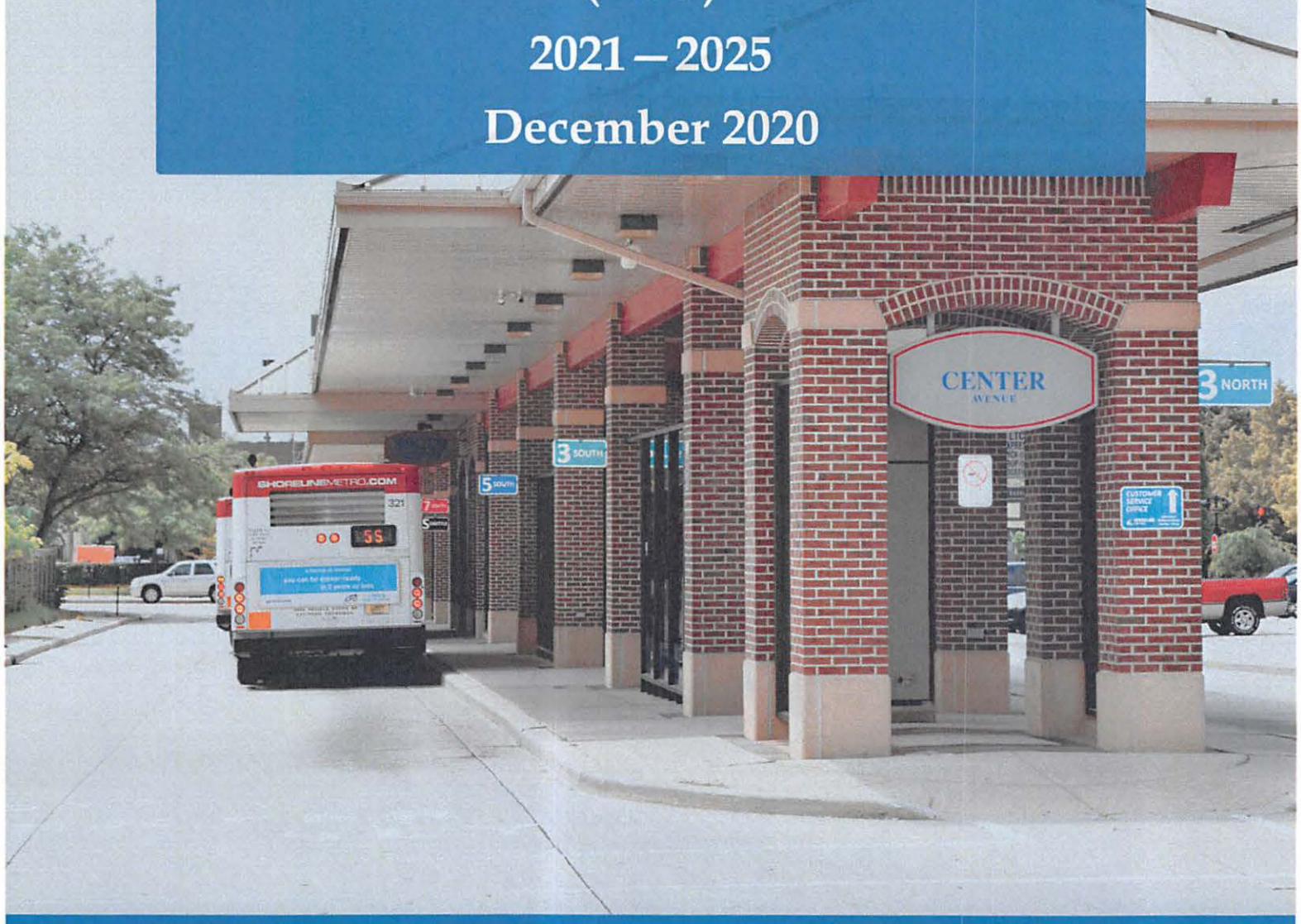
Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

Sheboygan Transit Development Program (TDP)

2021 – 2025

December 2020



SHORELINE METRO

BAY LAKE
Regional Planning Commission | Since 1972

Sheboygan Transit Development Program (TDP)
2021-2025

Prepared By:
Bay-Lake Regional Planning Commission
December 2020

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

U.S. Department of Transportation
Federal Transit Administration

WISCONSIN DEPARTMENT OF TRANSPORTATION

BAY LAKE
Regional Planning Commission | Since 1972

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Chapter 1: Executive Summary

The Bay-Lake Regional Planning Commission prepared a Transit Development Program (TDP) for the Sheboygan Parking and Transit Utility. The study area for the TDP included the Cities of Sheboygan and Sheboygan Falls and the Village of Kohler, all within the Sheboygan Urbanized Area in Wisconsin.

The TDP addressed several issues. The primary purpose of the TDP was to determine short-term future needs for public transportation services, and the best transit system configuration that should be provided to meet these needs. Throughout the planning process, the Bay-Lake Regional Planning Commission staff worked closely with the Sheboygan Parking and Transit Utility (Shoreline Metro) staff and the TDP Review Committee to develop the Sheboygan TDP.

As part of the transit planning process, the TDP Review Committee developed the following mission statement for public transportation services in the Sheboygan area:

> **To provide customers with professional and accessible transportation solutions that are affordable, efficient, reliable, safe and courteous.**

Specific goals, objectives and performance standards were developed which support this mission statement, and provide a means of evaluating how well service is being provided in the Shoreline Metro service area.

Community Research

Several community research projects were completed for this TDP in an effort to evaluate the need for public transportation services in the Sheboygan area.

Transit System Overview

The TDP includes an overview of the transit operation in Chapter 3. This overview includes: the history of transit service in the Sheboygan area; organization and management of Shoreline Metro; service characteristics of Shoreline Metro; a vehicle fleet inventory; an inventory of other capital facilities; a description of the fare structure when the TDP was prepared; extensive documentation of systemwide ridership and revenue mile trends; funding sources; an expense breakdown; and an inventory of other area transit and paratransit providers.

Community Profile

The TDP includes a community profile in Chapter 4. This community profile includes: a description of the Shoreline Metro service area location; the economy of the service area (including employment); population and household trends in the service area (including total population trends, trends of transit dependent population groups, and transit dependent households); potential trip generators; land use patterns; and motor vehicle travel patterns.

Ridership Opinion

The TDP includes documentation of ridership opinion in Chapter 5. A survey was conducted onboard on January 23, 2020, and online in late January and early February of 2020, and focused on the characteristics of transit riders, the rating of attributes of Shoreline Metro, and on the rating of several transit usage influence factors. Key findings from the on-board ridership survey included the following:

- The most common trip purposes were work related, shopping, medical and personal business. School and social/recreational trip purposes were also common among the ridership.
- Respondents were asked how they would make their trip if Shoreline Metro bus service were not available. The top responses to this question were: walking, riding as a passenger in someone else's vehicle, or not making the trip at all. Other common responses to this question included: taking a taxi, bicycling, and driving a vehicle to their destination.
- Nearly 23 percent of survey respondents rode Shoreline Metro more than ten times per week. Nearly 19 percent of survey respondents rode Shoreline Metro seven to ten times per week. Over 40 percent of survey respondents rode Shoreline Metro three to six times per week, and nearly 14 percent of survey respondents had a habit of using Shoreline Metro one to two times per week.
- Over 51 percent of respondents lived within one block of a Shoreline Metro bus stop, while over 81 percent of respondents lived within three blocks of a bus stop.
- Transit service was a factor in residence location for over 56 percent of survey respondents.
- Over 91 percent of respondents did not have a vehicle available for the trip they were making on the transit system, and over 75 percent of the respondents were not licensed drivers.
- Over 53 percent of respondents lived in households with no vehicle available, while an additional 29 percent of respondents lived in households with only one vehicle available.
- Over 12 percent of the respondents stated that they had some type of disability which impacted their use of transit service.
- Nearly 57 percent of respondents to the on-board ridership survey were female.
- Generally, there was a fairly even age distribution among the ridership. However, older riders tended to be underrepresented among the respondents.
- Larger numbers of minority riders are utilizing Shoreline Metro services.
- The majority of survey respondents reside either in a single person household or in a large (five or more person) household.
- Over 30 percent of respondents were employed full-time. Over 28 percent of respondents were employed part time, and a nearly 15 percent of respondents were unemployed at the time of the survey. Nearly 17 percent of respondents stated that they were retired, and more than 13 percent of respondents were students. Some respondents had more than one occupational status at the time the survey was administered.
- Over 56 percent of respondents to the on-board ridership survey had an annual household income of less than $20,000.
- Users of the system generally rated Shoreline Metro well. Eight of the eleven attributes of transit service that were measured received positive mean ratings, while three additional attributes received neutral to slightly positive mean ratings. Passenger safety, ease of understanding bus routes and driver courtesy were rated the highest, while hours of service, the bus buddy program, and buses running on schedule were rated lowest among the eleven attributes.
- Respondents were asked how several factors would influence their usage of transit. Eight of the thirteen factors had potential to increase ridership, while survey respondents were more neutral toward three of the factors. There were two factors which survey respondents indicated would decrease the amount of transit usage: (1) a 25-cent fare increase; and (2) moving the bus 7 to 8 blocks from one's house.

Chapter 5 also documents changes in responses by transit riders over time between the 2005, 2009, 2015 and 2020 ridership surveys.

Route Ridership Patterns

The TDP includes documentation of route ridership patterns in Chapter 6. Boarding and alighting data collection was conducted by Shoreline Metro to assess the amount of usage in detail along standard routes of Shoreline Metro during weekdays and a Saturday over a week in August 2020. Chapter 6 includes: total weekly boardings and alightings; a peak and off-peak boarding and alighting comparison (systemwide and by route); and detailed boarding and alighting information for each trip on each route. Special emphasis was placed on identifying the number of boardings and alightings by location, as well as on identifying bus stops with 20 or more weekly boardings for consideration in the placement of passenger shelters. Since the data in Chapter 6 are detailed and quantitative, interested readers are referred to that chapter for more specific information on route ridership patterns.

Transit System Performance

The TDP also documents the performance of Shoreline Metro in Chapter 7. This chapter begins with a peer system analysis which compared transit performance measures for five similarly sized transit operations to Shoreline Metro. The other transit operations included in the analysis were: Wausau, Janesville and Beloit, Wisconsin; and Dubuque and Waterloo, Iowa. Efficiency measures examined in this peer system analysis included: passengers per revenue hour; passengers per revenue mile; cost per revenue hour; and cost per passenger trip. This analysis was conducted for 2016 and 2017 with data provided by the Federal Transit Administration's National Transit Database (NTD) Agency Profiles. Shoreline Metro had the fourth highest passenger per revenue hour ratio of the six peer transit operations in 2016, and had the third highest such ratio in 2017. Shoreline Metro had the fourth highest passenger per revenue mile ratio of the six peer transit operations in 2016 and in 2017. Shoreline Metro had the fifth highest cost per revenue hour of the six peer transit operations in both 2016 and 2017. Shoreline Metro had the fourth highest cost per passenger trip ratio of the six peer transit operations in 2016 and in 2017.

Chapter 7 also includes a cost allocation model used to evaluate the productivity of individual routes as well as to forecast the impacts of potential service changes evaluated in the alternatives analysis. In addition, Chapter 5 examines the productivity of regular and school routes for all periods of operation in 2018 (including Saturdays for all regular routes); efficiency measures examined in this route-level analysis included: passengers per hour; passengers per mile; and cost per passenger. Weekday and Saturday system performance are also evaluated in general terms in Chapter 7.

Goals, Objectives And Standards

Chapter 8 consists of the goals, objectives and standards developed for this TDP. These goals, objectives and standards were developed by the TDP Review Committee in November 2019, and were refined by the TDP Review Committee over portions of three meetings in December 2019 and January and February of 2020.

The following general goals were developed for the TDP and for Shoreline Metro:

GOAL 1: To assure that quality transit service continues to be available, financed through fares and through federal, state, local and non-governmental funding sources.

GOAL 2: To assure that the transit operation remains affordable to passengers and to participating local units of government.

GOAL 3: To maintain high ridership levels and to increase ridership above levels observed in the past decade as part of an effort to improve community support of the transit operation.

GOAL 4: To assure that transit operations remain efficient, sustainable, and safe, and to continually pursue improvements.

GOAL 5: To maintain and increase access to transit and transportation choices for all riders, particularly those most in need of transit services.

GOAL 6: To actively influence land use planning decisions regarding land use patterns in the transit service area and adjacent areas into which the transit service area could potentially expand, as well as the location of major transit trip generators, in order to assure that future land use development is compatible with transit service as part of the planning process.

GOAL 7: To consider expanded service where warranted, and to consider staffing adjustments in instances in which service expansions occur.

Several objectives were developed to support each goal. In addition, several standards were developed to support each objective. Interested readers are referred to Chapter 8 to examine the detailed objectives and standards which support each of the above goals.

Alternatives Analysis

Chapter 9 of the TDP outlines the alternatives analysis process used in the completion of this document. From April through July of 2020, the Bay-Lake Regional Planning Commission developed and analyzed four alternatives that were to be considered in the completion of the Sheboygan TDP.

This process developed policy assumptions for each alternative, and examined measures such as revenue miles, revenue hours, ridership, cost per passenger, cost per revenue mile, cost per revenue hour, passengers per revenue mile, passengers per revenue hour, farebox revenue per passenger and funding sources under each alternative. Each of the alternatives were examined as though they were implemented in the 2018 base year used in the completion of the TDP.

The alternatives examined in the TDP were as follows:

- **Alternative A: Continuation of Status Quo Fixed-Route Transit Service;**
- **Alternative B: Elimination of Transfers;**
- **Alternative C: Service Day from 5:00 a.m. to 8:00 p.m., and Having Routes Leave at the Top (:00) and Bottom (:30) of the Hour; and**
- **Alternative D: Demand Response Service During Weeknights and Saturdays.**

Other ideas that were not advanced as alternatives for consideration included: restoration of 30 minute service on Saturdays; service to outlying communities that currently do not receive service (such as the Town of Sheboygan); and restructuring or minor changes to existing routes. Sheboygan MPO staff with the Bay-Lake Regional Planning Commission are prepared to examine these and other service considerations for Shoreline Metro upon request of the transit operation in the future.

The Shoreline Metro TDP Review Committee selected a combination of Alternatives B and C as the "preferred" alternative at their July 2020 meeting. This discussion began at the June 2020, meeting, but the committee asked Shoreline Metro management to survey the ridership regarding the alternatives seriously being considered in this TDP. Alternative B was selected due to sanitary considerations, while Alternative C was selected due to the need to get passengers to employment that begins early in the morning, along with tremendous support for this alternative in the survey of the ridership. Committee members unanimously selected a combination of Alternatives B and C as the package of transit policies that should be implemented in the TDP; this does not preclude selection of other service parameters (such as features that increase service and implementation of

portions of Alternative D) in later years of the period covered by the TDP. In addition, there was a slight adjustment to Alternative C in that Saturday service would run from 7:00 a.m. to 5:00 p.m.

Recommended Plan

Chapter 10 of the TDP is the recommended plan. Highlights of the recommended plan are as follows:

Recommended Changes to General Service

Two systemic service changes are recommended. One of these involves shifting the service day so that it runs from 5:00 a.m. to 8:00 p.m. on weekdays and from 7:00 a.m. to 5:00 p.m. on Saturdays. The second change involves having buses on the main City of Sheboygan fixed routes leave at the top (:00) and at the bottom (:30) of the hour.

Changing service hours on weekdays would involve the following:

- Service hours would be from 5:00 a.m. to 8:00 p.m. Monday through Friday on numbered City of Sheboygan routes (3 North through 10 South). Service would be provided every half hour from 5:00 a.m. to 5:00 p.m., and would be provided hourly (with alternating North and South Shuttles) from 5:00 p.m. to 8:00 p.m. North and South Shuttles would also operate at the end of the service day at 8:00 p.m. on weekdays.
- Route 20 North would run at the following times on weekdays: 5:30 a.m., 6:30 a.m., 7:00 a.m., 11:00 a.m., and 7:00 p.m. Route 20 South would run at the following times on weekdays: 9:00 a.m., 1:00 p.m., 3:30 p.m., and 6:00 p.m. With the exception of the half hour Kohler Company Special run at 6:30 a.m., all other trips on Route 20 would be one hour in length.
- Route 40 would run every half hour from 12:15 p.m. to 8:15 p.m. on weekdays between mid-June and Labor Day weekend.

Changing service hours on Saturdays would involve the following:

- Service hours would be from 7:00 a.m. to 5:00 p.m. on Saturdays on numbered City of Sheboygan routes. Service would be provided once every hour (leaving at the bottom of the hour on the "north" routes, and leaving at the top of the hour on the "south" routes). Alternating North and South Shuttles would be provided throughout the service day on Saturdays. North and South Shuttles would also operate at the end of the service day at 5:00 p.m. on Saturdays.
- Route 20 North would run at the following times on Saturdays: 9:00 a.m., 12:00 noon, and 3:00 p.m. Route 20 South would run at the following times on Saturdays: 11:00 a.m. and 1:00 p.m. All of these trips would be one hour in length.
- Route 40 would run every half hour from 11:15 a.m. to 5:15 p.m. on Saturdays between mid-June and Labor Day weekend.

Buses for Routes 3, 5, 7 and 10 North and South would leave at the top (:00) and at the bottom (:30) of the hour, as opposed to leaving at 15 minutes and 45 minutes after the hour as they do now. Route 20 would leave at times similar to the times it leaves now (within the framework of the new service hours), but departure times would be adjusted so that they are consistent with the City of Sheboygan routes. Seasonal Route 40 will continue to leave at 15 and 45 minutes after the hour for two reasons (1) avoiding congestion with all other buses leaving at the top and bottom of the hour; and (2) Route 40 focuses on tourism, and does not involve many connections to other Shoreline Metro routes.

Recommended Route-Specific Service Changes

No route-specific service changes were recommended at this time. Shoreline Metro management believes that routes (which were adjusted not long ago) are operating satisfactorily, and opted against changes for the time being, especially given the situation with COVID-19. The route structure will be examined at a later date, and adjustments will be made if necessary.

Map 10.1 shows the current route structure, which continues to be recommended at this time.

As far as school tripper routes are concerned, each year, parents of children who will be students in the Sheboygan Area School District and who reside in the City of Sheboygan portion of the transit service area will be surveyed to plan for school tripper routes in the upcoming school year. Surveys will be sent out in April, and are due back at the end of the school year in early June. Shoreline Metro staff will plan the school tripper routes based on survey feedback in the remainder of June and throughout the month of July. A guide to the school tripper routes for the upcoming school year will be published in August.

Recommended Changes to ADA Paratransit Service

Shoreline Metro began operation of Metro Connection (previously known as Regional Transit Connection) at the beginning of 2007. Metro Connection provides ADA paratransit service for residents of the Shoreline Metro service area (Cities of Sheboygan and Sheboygan Falls and the Village of Kohler) residing with 0.75 miles of any Shoreline Metro route. Passengers need to go through a certification process in order to be eligible for this service. ADA paratransit service hours are the same as regular fixed-route service hours (5:00 a.m. to 8:00 p.m. on weekdays and 7:00 a.m. to 5:00 p.m. on Saturdays). For disabled persons deemed ineligible to utilize ADA paratransit service, buses on the fixed routes of Shoreline Metro are fully accessible.

The TDP recommends that Shoreline Metro continue to directly provide ADA paratransit service within its service area as well as elderly and disabled paratransit services throughout Sheboygan County.

Map 10.2 shows the recommended ADA paratransit service area for Shoreline Metro.

Financial Plan

A preliminary financial plan has been prepared which identifies projected operating costs and revenue sources. Operating costs for all transit services (including fixed-route service, ADA paratransit service and elderly and disabled paratransit service provided to Sheboygan County) were projected using the cost allocation model identified in Chapter 7 of the TDP (adjusted for increases in costs in future years) and the estimated operating characteristics of transit service from 2021 to 2025.

Costs have been projected for all transit and paratransit operations. All of these cost elements are shown in Table 1.1. The costs of all services (including fixed-route service, ADA paratransit service and elderly and disabled paratransit service provided to Sheboygan County) are assumed to increase at a rate of one percent per year between 2021 and 2025. Costs shown in Table 1.1 assumed that route changes for the fixed-route transit service will be implemented at the beginning of any given calendar year.

Projected revenues are also shown in Table 1.1. Combined Federal Section 5307 revenues and State Section 85.20 (general operating) revenues are assumed to be approximately 52.8 percent of WisDOT recognized base service level costs for all years covered by this TDP.

A portion of the City of Sheboygan's Community Development Block Grant (CDBG) entitlement

funding is assumed to be utilized for transit operations in every year covered by this TDP. This amount is assumed to be $42,493 each year, which is the same as it has been for several years.

Municipal funding of transit begins at a base level of $519,515 for the City of Sheboygan, $38,696 for the City of Sheboygan Falls, $13,366 for the Village of Kohler, and $90,000 for the Sheboygan Area School District in 2021. Municipal funding of transit is assumed to increase by 2.97 percent between 2021 and 2022, by 2.91 percent between 2022 and 2023, by 2.86 percent between 2023 and 2024, and by 2.81 percent between 2024 and 2025. Municipal funding of transit is expected to cover 15.89 percent of total expenses in 2021, 16.20 percent of total expenses in 2022, 16.50 percent of total expenses in 2023, 16.81 percent of total expenses in 2024, and 17.11 percent of total expenses in 2025.

Revenue which Sheboygan County directly provides for the Metro Connection (countywide paratransit service for the elderly and disabled) begins at a base level of $363,233 in 2021, an increase of 9.6 percent over the 2020 level of $331,421. This level is expected to remain flat over the period covered by this TDP.

Farebox revenues used to finance regular fixed-route transit service amount to $380,000 in 2021, then are expected to stay flat each year throughout the period covered by this TDP. Fixed-route farebox funding of transit covers 9.12 percent of total expenses in 2021, 9.03 percent of total expenses in 2022, 8.94 percent of total expenses in 2023, 8.86 percent of total expenses in 2024, and 8.77 percent of total expenses in 2025.

Farebox revenues from Metro Connection/paratransit passengers begin at a base level of $292,000 in 2021, then are expected to stay flat each year throughout the period covered by this TDP.

Other revenues (advertising services, recycled materials, damage fees, interest on investments, rental income, sale of equipment, insurance rebates, etc.) are expected to remain flat over the period covered by this TDP.

Table 1.1: Proposed Financial Plan

	Expenses					
Item	2020	2021	2022	2023	2024	2025
Total Transit and Paratransit Operations	**$3,902,191**	**$4,164,622**	**$4,206,268**	**$4,248,331**	**$4,290,814**	**$4,333,722**
	Revenues					
Source	2020	2021	2022	2023	2024	2025
Federal and State Funds	$2,197,921	$2,246,717	$2,268,715	$2,290,933	$2,313,374	$2,336,038
HUD CDBG Entitlement Funds	$42,493	$42,493	$42,493	$42,493	$42,493	$42,493
City of Sheboygan	$519,515	$519,515	$534,944	$550,528	$566,267	$582,164
City of Sheboygan Falls	$38,696	$38,696	$39,845	$41,006	$42,178	$43,362
Village of Kohler	$13,366	$13,366	$13,763	$14,164	$14,569	$14,978
Sheboygan Area School District	$90,000	$90,000	$92,673	$95,372	$98,099	$100,853
Sheboygan County (Paratransit)	$331,421	$363,233	$363,233	$363,233	$363,233	$363,233
Farebox - General Operating	$255,000	$380,000	$380,000	$380,000	$380,000	$380,000
Farebox - Metro Connection/Paratransit	$204,000	$292,000	$292,000	$292,000	$292,000	$292,000
Other Revenue	$187,376	$178,602	$178,602	$178,602	$178,602	$178,602
Total Revenues	**$3,879,788**	**$4,164,622**	**$4,206,268**	**$4,248,331**	**$4,290,814**	**$4,333,723**
Balance*	**($22,403)**	**$0**	**-$0**	**$0**	**$0**	**$0**

*The negative balance in 2020 is expected to be made up with special federal funding provided through the "Coronavirus Aid, Relief, and Economic Security" (CARES) Act.

Source: Shoreline Metro, 2020 (for 2020 and 2021 expenses and revenues); and Bay-Lake Regional Planning Commission, 2020.

Fare Policy

A fare policy has been recommended for Shoreline Metro to provide multi-year guidance to the staff, the Transit Commission and the Common Council for setting and changing fares. The fare policy has considered goals and objectives established for the TDP, where feasible. The fare policy also is cognizant of sentiment that fares should remain reasonable for passengers throughout the period covered by this TDP.

The recommended fares are indicated in Table 1.2, along with the existing 2020 fare structure. Full cash fares are recommended to increase from $1.75 in 2020 to $2.00 in 2021, then will remain at $2.00 throughout the period covered by this TDP. Adult and student tokens are recommended to be eliminated for three reasons: (1) simplification of the fare structure; (2) the majority of students (who attend Sheboygan Area School District schools) now ride free of charge; and (3) there will be a move toward more "contactless" payment systems post-COVID 19.

Sheboygan Area School District (SASD) students will ride free of charge with proper student identification; this is pursuant to an agreement between Shoreline Metro and the SASD that started in July 2018 in which the SASD pays Shoreline Metro an agreed amount in exchange for providing free rides for its students regardless of trip purpose or time of the day or year. However, student punch cards are recommended to continue to be offered at the cost of $13.00 for 20 trips for those students who are not enrolled in the SASD.

The monthly pass should remain at $48.00, and the day pass should continue to be offered for $3.00 throughout the period covered by this TDP; one incentive that is recommended is offering six day passes (an $18 value) for the price of five day passes ($15). Fares should continue to be established in five-cent increments so that providing correct change remains as convenient as possible.

Table 1.2 also indicates that children under the age of 5 should continue to ride free of charge with appropriate supervision. On the other hand, transfers are recommended to be eliminated for two reasons: (1) moving riders to day and monthly passes; and (2) again, there will be a move toward more "contactless" payment systems post-COVID 19, including a decrease in drivers accepting paper from passengers.

Shoreline Metro will maintain discounted fares for senior citizens (defined for Shoreline Metro as persons age 65 and older), individuals with disabilities and veterans at all times of operation, in accordance with federal law in the case of senior citizens and individuals with disabilities. The discounted fare for these passengers will be 50 percent of the full cash fare. The elderly, disabled and veteran half fare is recommended to be $1.00 over the period covered by this TDP. Elderly, disabled and veteran riders also have the option to purchase a half fare 20-ride pass for $10.00; this fare option should also be continued throughout the period covered by this TDP.

Other special fare categories include "group fares" and the Harbor Centre Express day pass. "Group fares" apply to groups of ten or more passengers traveling together and having the same origin and destination. The "group fare" will increase from 85 cents to $1.00 in 2021, then will remain at $1.00 over the period covered by this TDP. The Harbor Center Express day pass (good on Route 40 only, in season) will remain at $1.00 over the period covered by this TDP.

The ADA paratransit cash fare is recommended to decrease from $3.50 to $3.00 in 2021, then will remain at $3.00 throughout the period covered by this TDP. This is being done so that the ADA paratransit cash fare matches Sheboygan County's elderly and disabled transportation cash fare (which is expected to increase to $3.00 in 2021). Premium services will be provided at double the ADA regular fare ($6.00). Premium services include the following:

- Same Day Reservation – Customers will be able to call and schedule a trip on the same day.

Trips will only be permitted based on availability. Customers are still encouraged to make trip reservations in advance.

- Same Day Changes – Customers will be able to call and modify a trip on the same day the trip is to be provided.
- Second Bus – Customers that "no show" on their return trip home will be able to call and request a second bus to pick up the customer.

Table 1.2: Recommended Fare Structure

	Actual Fare	Recommended Fare				
Fare Category	2020	2021	2022	2023	2024	2025
Full Cash Fare	$1.75	$2.00	$2.00	$2.00	$2.00	$2.00
Adult Tokens - each*	$1.30	Eliminated	Eliminated	Eliminated	Eliminated	Eliminated
Student Tokens - each* (K - 12)	$1.10	Eliminated	Eliminated	Eliminated	Eliminated	Eliminated
Student Punch Cards (Good for 20 Rides)	$11.00	$13.00	$13.00	$13.00	$13.00	$13.00
Sheboygan Area School District (SASD) Students**	Free	Free	Free	Free	Free	Free
Elderly/Disabled/Veteran Half Fare***	$0.85	$1.00	$1.00	$1.00	$1.00	$1.00
Elderly/Disabled/Veteran Half Fare 20-Ride Punch Card***	$8.50	$10.00	$10.00	$10.00	$10.00	$10.00
Group Fares	$0.85	$1.00	$1.00	$1.00	$1.00	$1.00
Children Under Age 5 (with appropriate supervision)	Free	Free	Free	Free	Free	Free
Transfers (with fare payment)	Free	Eliminated	Eliminated	Eliminated	Eliminated	Eliminated
Day Pass****	$3.00	$3.00	$3.00	$3.00	$3.00	$3.00
Monthly Pass	$48.00	$48.00	$48.00	$48.00	$48.00	$48.00
Harbor Centre Express Day Pass	$1.00	$1.00	$1.00	$1.00	$1.00	$1.00
ADA Paratransit Cash Fare*****	$3.50	$3.00	$3.00	$3.00	$3.00	$3.00
*All tokens have been sold in packages of ten.						
**With proper student identification. Free rides are provided per an agreement between Shoreline Metro and the SASD, which pays a fixed amount for these rides each year.						
***With proper identification (Medicare card or Wisconsin driver license/identification card for elderly, Shoreline Metro identification card or ADA paratransit certification for disabled, and VA identification card or other evidence of status for veterans) as proof of eligibility. Half fare is valid on all days and at all times of service. "Elderly" is defined as age 65 and older.						
****A six-pack of day passes can also be purchased for $15.						
*****Premium services are also available, and are described in the narrative.						

Source: Shoreline Metro, 2020; and Bay-Lake Regional Planning Commission, 2020.

Capital Improvements

Table 1.3 lists capital projects for Shoreline Metro for the period covered by this TDP. Of these projects, four capital items are recommended for 2021, four capital items are recommended for 2022, one capital item is recommended for 2023, one capital item is recommended for 2024, and no capital items are recommended for 2025.

In most cases, the FTA would provide 80 percent of transit capital funds for each purchase, while the City of Sheboygan (or Sheboygan County in the case of county paratransit vehicles) would

provide the remaining 20 percent of funding for these capital purchases. For the project funded by the Volkswagen Diesel Emissions Environmental Mitigation Trust, 80 percent of funding will come from this source, with the 20 percent "local match" coming from a reduction in state shared revenues provided to the City of Sheboygan. For the two projects funded by special FTA Section 5307 funding (provided through the CARES Act), 100 percent of funding would come from this source.

Table 1.3: 2021 – 2025 Capital Improvements Program: Shoreline Metro

Project Description	Quantity	Funding Source	Total Cost	Year
Replacement of County Paratransit Vehicle	1	FTA Section 5310	$80,000	2021
Replacement of Paratransit Vehicle	1	FTA Section 5339	$80,000	2021
Transit Administrative and Maintenance Facility Improvements	1	FTA Section 5307/CARES Act	$200,000	2021
Replacement of Paratransit Vehicles	2	FTA Section 5307/CARES Act	$180,000	2021
Replacement of County Paratransit Vehicle	1	FTA Section 5310	$80,000	2022
Replacement of 35-Foot Fixed-Route Buses	5	CMAQ	$2,300,000	2022
Replacement of 35-Foot Fixed-Route Bus	1	FTA Section 5339	$460,000	2022
Replacement of 35-Foot Fixed-Route Buses*	6	Volkswagen Mitigation Settlement	$2,769,000	2022
Replacement of County Paratransit Vehicle	1	FTA Section 5310	$80,000	2023
Replacement of County Paratransit Vehicle	1	FTA Section 5310	$80,000	2024
*Up to six (6) vehicles will be obtained by Shoreline Metro. The award from the Wisconsin Department of Administration is for six (6) vehicles.				

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

Marketing Recommendations

Chapter 10 includes narrative describing various marketing recommendations for Shoreline Metro. These recommendations come from the Shoreline Metro Marketing Plan prepared by Brecon Hill Consulting. Recommendations from that plan in the following four categories were included in Chapter 10: (1) build adult ridership; (2) promote current fare pre-payment options and research potential changes that could be used to increase ridership; (3) create ongoing evaluation tools for Shoreline Metro and its marketing programs (including market research activities); and (4) research and structure potential partnership and sponsorship opportunities.

Monitoring Program

Chapter 10 includes narrative describing a monitoring program for Shoreline Metro. Fixed-route buses should be no more than five minutes behind schedule at least 95 percent of the time. In addition, fixed-route buses should never be ahead of schedule. For the paratransit operation, vehicles should be within 30 minutes of requested pickup times at least 95 percent of the time. Exceptions to these standards can be made under unusual circumstances.

Passenger ridership data should be collected on a continuous basis. Finally, boarding and alighting and passenger opinion surveys should be conducted on a biennial basis (boarding and alighting

surveys or similar analyses in odd-numbered years and passenger opinion surveys in even-numbered years) to gather more frequent data and perceptions concerning Shoreline Metro.

Land Use Planning Recommendations

Chapter 10 includes narrative describing land use planning recommendations concerning Shoreline Metro. The Sheboygan Transit Commission should have a greater role in land use decisions and should have an opportunity to comment as appropriate on land use proposals located within the transit service area. In addition, the Director of the Sheboygan Parking and Transit Utility should work with representatives of all communities in the transit service area on planning and development issues that impact transit. City of Sheboygan development codes should be reviewed to ensure appropriate incentives are provided to promote transit use. Several transit-friendly land use and design guidelines are incorporated into the land use planning recommendations narrative.

Other Recommendations – Mid-Course Review

A "mid-course review" of the TDP should be conducted in 2023. This will allow the TDP to be a more flexible document in terms of being open to potential opportunities that may present themselves before the next TDP is prepared. Such a "mid-course review" could include additional routing revisions to respond to land use and transportation changes in the transit service area or changed economic circumstances that warrant reexamination of the fare structure. Of course, the TDP can be amended at any time as changing conditions warrant.

Other Recommendations - Employment Transportation Study

For several years, there have been issues with employment transportation in Sheboygan County. Some of the issues are more temporal (shift changes occurring outside regular Shoreline Metro operation hours), while others are more spatial (getting employees from the Fond du Lac and Manitowoc-Two Rivers areas to employers in Sheboygan County, and getting Sheboygan area employees to employers in Plymouth). The Bay-Lake Regional Planning Commission will partner with the Sheboygan County Economic Development Corporation (EDC) and Shoreline Metro to study and make recommendations for employment transportation in 2021 and beyond. This study is not a formal part of this TDP, but has been included in the 2021 Sheboygan Metropolitan Planning Area Transportation Planning Work Program. The Sheboygan County EDC has also included these efforts in its 2021 work plan.

Implementation Strategy

The following is a recommended implementation strategy for elements in this TDP:

2020

- Elimination of transfers and adult and student tokens.
- Implementation of selling "six packs" of day passes for $15.
- Implement ADA premium services for double the cash fare.

2021

- Continue to apply for CDBG funding for transit operations.
- Adjust service hours to 5:00 a.m. to 8:00 p.m. on weekdays and 7:00 a.m. to 5:00 p.m. on Saturdays.
- Having all routes leave at either the top (:00) or at the bottom (:30) of the hour, with the exception of the seasonal Route 40.
- Increase the following fares (as shown in Table 10.2): full cash fare, student 20-ride punch cards,

elderly/disabled/veteran half fare, elderly/disabled/veteran half fare 20-ride punch cards, and group fares.

- Decrease the ADA paratransit cash fare to match the county elderly and disabled transportation fare.
- Replacement of four paratransit vehicles (one for Sheboygan County funded by FTA Section 5310 and three for Shoreline Metro - one funded by FTA Section 5339 and two financed by special FTA Section 5307 funding from the CARES Act).
- Implement improvements at the transit administrative and maintenance facility (financed by special FTA Section 5310 funding from the CARES Act).
- Initiate implementation of marketing recommendations.
- Conduct boarding and alighting survey.
- Begin employment transportation study (may continue beyond 2021)

2022

- Continue to apply for CDBG funding for transit operations.
- Replacement of one (1) paratransit vehicle for Sheboygan County (funded by FTA Section 5310).
- Replacement of up to twelve (12) fixed-route buses (Five buses funded by the Congestion Mitigation and Air Quality program, one bus funded by FTA Section 5339, and up to six buses funded by the Volkswagen Mitigation Settlement).
- Continue to implement marketing recommendations.
- Conduct passenger opinion survey.

2023

- Continue to apply for CDBG funding for transit operations.
- Replacement of one (1) paratransit vehicle for Sheboygan County (funded by FTA Section 5310).
- Continue to implement marketing recommendations.
- Conduct "mid-course review" of the TDP.
- Conduct boarding and alighting survey.

2024

- Continue to apply for CDBG funding for transit operations.
- Replacement of one (1) paratransit vehicle for Sheboygan County (funded by FTA Section 5310).
- Continue to implement marketing recommendations.
- Conduct passenger opinion survey.
- Begin work on a TDP Update.

2025

- Continue to apply for CDBG funding for transit operations.
- Continue to implement marketing recommendations.
- Conduct boarding and alighting survey.
- Complete updated TDP.

Fare and service changes for 2021 through 2025 and financial items should be implemented by January 1 of the year in question. Other activities will be implemented at some point during the year in question at the discretion of the transit operator and/or the Bay-Lake Regional Planning Commission (for surveys and studies).

Chapter 2: Introduction

Study Purpose

The Bay-Lake Regional Planning Commission (BLRPC) completed a Transit Development Program (TDP) for Shoreline Metro for the period between 2021 and 2025. The area considered in this study consists of the Cities of Sheboygan and Sheboygan Falls and the Village of Kohler, located within the Sheboygan Urbanized Area in Wisconsin.

Public transit services have been provided for decades in Sheboygan. Similar to several other communities, the City of Sheboygan had to assume operation of the public transportation system when that system was no longer profitable for a private operator in the early 1970s. The City of Sheboygan has continued to operate Shoreline Metro as a service to the community and area.

With the increased scrutiny of transit funding at all levels of government and increased public demands for improved transit services, it is appropriate to develop a short-range plan for public transportation services in the community and area. This planning process permits careful consideration of factors expected to impact transit services (including the need for such services) over the next five years, as well as the development of a strategy to optimize the use of capital and operational funding to meet the needs of the service area. This plan involves careful consideration of the appropriate future direction for public transportation services in the Sheboygan area, as well as the appropriate manner in which such services should be provided.

Issues To Be Addressed

- Specific issues addressed in the TDP planning process included the following:
- What do passengers think of Shoreline Metro? (See Chapter 5).
- At what locations do passengers board the bus the most in the transit service area? (Chapter 6).
- What are the most productive and least productive routes and route segments of Shoreline Metro? (Chapters 6 and 7).
- How does Shoreline Metro compare to peer transit operations around the Midwest in terms of various performance measures? (Chapter 7).
- What goals, objectives and standards are appropriate for the future of Shoreline Metro? (Chapter 8).
- Are fixed-route transit operations the most appropriate strategy for the Sheboygan area, or should other operational strategies be pursued? (Chapter 9).
- What types of transit service (fixed-route, demand response, route deviation, or a combination of these) are appropriate for the many individual transit markets in the Sheboygan area? (Chapter 9).
- If fixed-route service is appropriate for the transit service area, then does fixed-route service need radical reform, or are minor modifications to routes adequate? (Chapter 9).
- What additions and deletions to transit service are appropriate? (Chapter 10).
- What is the short-term outlook for operating revenues from federal and state sources? (Chapter 10).
- Should communities in the service area be willing to assume an increased local funding responsibility for transit services? (Chapter 10).
- What appropriate fare policy should be implemented by Shoreline Metro? (Chapter 10).

- What capital projects should be pursued to achieve transit goals? (Chapter 10).
- How should Shoreline Metro market itself over the next five years? (Chapter 10).
- How can changing demographics and land use patterns best be accommodated by Shoreline Metro? (Chapter 10).
- What methods should Shoreline Metro utilize to internally monitor its performance? (Chapter 10).
- What land use policies should be established to facilitate public transportation service? (Chapter 10).
- How can transit be used to achieve mobility and land use goals? (Chapter 10).
- What is the appropriate implementation sequence for recommendations made in this plan? (Chapter 10).

Planning Process

The development of this Sheboygan TDP involved a substantial amount of research in the service area and the analysis of four alternative service configurations for the provision of transit service in the Sheboygan area. The Bay-Lake Regional Planning Commission and Shoreline Metro collected and analyzed data concerning current characteristics of the transit system and of the service area. Two separate data collection efforts were conducted to obtain: (1) the opinions of transit riders; and (2) a sense of route ridership patterns. Other items developed in the planning process included: a peer system analysis; a cost allocation model; analysis of productivity by route; and goals, objectives and standards for the TDP. All of this information was used to develop alternative service configurations which were analyzed in the process of developing a recommended plan for public transportation in the Sheboygan area. The "implementation strategy" section of the recommended plan establishes the direction for achieving key recommendations in this TDP.

The TDP Review Committee met on 13 occasions to review TDP elements from August 2018 to September 2020. This TDP is a joint effort of the Sheboygan Transit Commission, local citizens, the Bay-Lake Regional Planning Commission, the affected local governmental bodies, and the Wisconsin Department of Transportation.

Chapter 3: Transit System Overview

History Of Transit Service In The Area

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

Organization And Management

Shoreline Metro is one of many services provided by the City of Sheboygan. Shoreline Metro is a component of the Sheboygan Parking and Transit Utility, a semi-autonomous utility operated by the City of Sheboygan. The Director of Transit and Parking is directly responsible for the coordination and administration of the planning, development and operation of Shoreline Metro. Shoreline Metro's service is a fixed-route, fixed-schedule bus system. Demand response service for the disabled, or Americans with Disabilities Act (ADA) paratransit service, is provided by Shoreline Metro through its Metro Connection service.

The City of Sheboygan is organized under a Mayor/Council form of government. The Common Council is comprised of ten (10) members, one representing each district in the city. The mayor is popularly elected, and acts as chief elected officer of the city, presiding at all Common Council meetings. The Common Council is advised by several boards, commissions and committees. One of those commissions, the Sheboygan Transit Commission, develops goals and objectives, monitors ridership and revenue, engages in transit planning, and establishes policy for Shoreline Metro. The Sheboygan Transit Commission is composed of nine (9) members, including: the mayor, the Director of Planning and Development, the Police Chief, three alderpersons and three citizen members. The Director of Transit and Parking serves the commission in an ex-officio capacity and does not vote. Aldermanic and citizen appointments to the Sheboygan Transit Commission are made by the mayor and are confirmed by the Common Council.

Service Characteristics

Current regular fixed-route transit services provided in the Shoreline Metro service area are depicted in Map 3.1. As Map 3.1 indicates, routes converge in Sheboygan's central business district. The downtown serves as the main transfer point between routes, and schedules are designed so that transfers are easily accommodated. The transfer point is located in the central portion of the block bordered by North 9th Street, Center Avenue, North 8th Street and Pennsylvania Avenue.

Service is generally provided six days a week, Monday through Saturday. No transit service is offered on Sundays. It should also be noted that Shoreline Metro does not offer service on the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas. The following is a summary of the nature of transit service for each route:

Weekday Service

- For Routes 3 North, 5 North, 7 North and 10 North, the service day starts at 5:45 a.m. and runs until 8:15 p.m. Half-hour service is generally provided between 5:45 a.m. and 5:45 p.m., departing the downtown transfer point at 15 and 45 minutes past the hour, the only exception being between 3:45 p.m. and 4:45 p.m., where there is a 60 minute run at 3:45 p.m. and no 4:15 p.m. trip. Hourly service is provided in the evening after 5:45 p.m., leaving the downtown transfer point at 45 minutes past the hour.
- For Routes 3 South, 5 South, 7 South and 10 South, the service day starts at 5:45 a.m. and runs until 8:45 p.m. Half-hour service is provided between 5:45 a.m. and 5:15 p.m., departing the downtown transfer point at 15 and 45 minutes past the hour, the only exception being between 3:45 p.m. and 4:45 p.m., where there is a 60 minute run at 3:45 p.m. and no 4:15 p.m. trip. Hourly service is provided in the evening after 5:15 p.m. and leaves the downtown transfer point at 15 minutes past the hour.
- For Route 20 North, there are four one hour trips that leave at 5:45 a.m., 7:15 a.m., 11:15 a.m. and 5:45 p.m. In addition, a half hour Kohler Special run operates from 6:45 a.m. to 7:15 a.m.
- For Route 20 South, there are four one hour trips that leave at 9:15 a.m., 1:15 p.m., 3:45 p.m. and 7:45 p.m.
- For Route 40 (a seasonal route that operates from mid-June to the Saturday before Labor Day), service runs every half-hour from 12:00 noon to 8:00 p.m. Monday through Wednesday and from 12:00 noon to 9:00 p.m. on Thursdays and Fridays, departing the downtown transfer point on the hour and 30 minutes past the hour.
- Shuttle service runs from 5:15 a.m. to 5:45 a.m., from 2:45 p.m. to 4:45 p.m. (2:15 p.m. to 4:15 p.m. on Wednesdays), and from 8:45 p.m. to 9:15 p.m. Shuttle service also operates from 5:45 p.m. to 8:45 p.m. opposite north side or south side routes that operate within any given half hour.
- Two school tripper routes operate in the morning and two additional school tripper routes operate in the afternoon when school is in session.

Saturday Service

- For Routes 3 North, 5 North, 7 North and 10 North, the service day starts at 7:45 a.m. and runs until 5:15 p.m. Service is provided once each hour throughout the day and leaves the downtown transfer point at 45 minutes past the hour.
- For Routes 3 South, 5 South, 7 South and 10 South, the service day starts at 8:15 a.m. and runs until 5:45 p.m. Service is provided once each hour throughout the day and leaves the downtown transfer point at 15 minutes past the hour.
- For Route 20 North, there are three one hour trips that leave at 9:15 a.m., 12:15 p.m. and 3:15 p.m.
- For Route 20 South, there are two one hour trips that leave at 11:15 a.m. and 1:15 p.m.
- For Route 40, service runs every half-hour from 12:00 noon to 6:00 p.m., departing the downtown transfer point on the hour and 30 minutes past the hour.
- Shuttle service runs from 7:15 a.m. to 7:45 a.m. and from 5:45 p.m. to 6:15 p.m. Shuttle service also operates throughout the service day (7:45 a.m. to 5:45 p.m.) opposite north side or south side routes that operate within any given half hour.

Route Descriptions

The following is a description of the Shoreline Metro transit routes:

- Route 3 North serves the north central portion of the City of Sheboygan. Major trip generators

served by Route 3 North include the north side Piggly Wiggly supermarket, Plastics Engineering Company (PLENCO), Pigeon River/Etude and Cooper public elementary schools, the Sheboygan Leadership Academy charter school, St. Dominic's and St. Paul's parochial elementary schools, the Walgreen's pharmacy on Calumet Drive, the McDonald's restaurant on North Avenue, RCS, and Locate Staffing. Michigan Avenue is also served by Route 3 North from North 10th Street to North 13th Street (outbound and inbound) and from North 14th Street to North 13th Street (outbound only).

- Route 3 South serves the south central portion of the City of Sheboygan. Major trip generators served by Route 3 South include the South Pier District (on certain trips, including Blue Harbor Resort), Georgia Avenue Apartments, Bio Life plasma center, the University of Wisconsin Green Bay – Sheboygan Campus, Bookworm Gardens, Lutheran high school, Horace Mann public middle school, Old Wisconsin, James Madison and Sheridan public elementary schools, and Immanuel Lutheran School.
- Route 5 North serves the northeast portion of the City of Sheboygan. Major trip generators served by Route 5 North include Here We Grow Child Care Center, Urban public middle school, the north side Piggly Wiggly supermarket, Ridge Court apartments, North public high school, Aurora Sheboygan Memorial Medical Center, Vollrath Park, Grant public elementary school, Sheboygan County Christian elementary school, St. Elizabeth Ann Seton Catholic school, the Sheboygan County YMCA, Deland Park and Marina, and the Sheboygan Senior Activity Center. Eisner Avenue is also served between North 13th Street and North 10th Street.
- Route 5 South serves the south central portion of the City of Sheboygan. Major trip generators served by Route 5 South include the Shoreline Metro offices and garage, Rockline Industries, Heritage Square, Indian Meadows Mobile Home Park, Lakeshore Display, Wilson public elementary school, Bethlehem Lutheran School, and Christ Child Academy.
- Route 7 North serves the northwest portion of the City of Sheboygan. Major trip generators served by Route 7 North include the Mead Public Library, the Sheboygan Police Department, the Aurora Sheboygan Clinic, Pick and Save supermarket, St. Nicholas Hospital, Field of Dreams, Lakeshore Community Health Care clinic, St. Nicholas Apartments, Jefferson public elementary school, and Trinity Lutheran school. North Taylor Drive is also served between Superior Avenue and Main Avenue.
- Route 7 South serves the southeast portion of the City of Sheboygan. Major trip generators served by Route 7 South include Longfellow and Jackson public elementary schools, Farnsworth public middle school, South public high school, Sheboygan County Christian high school, the Boys' and Girls' Club, Lakeshore CAP, Country Village Apartments, and Lakeshore Display. Route 7 South also serves the Industrial Park during deviated service runs.
- Route 10 North serves the west central portion of the City of Sheboygan. Major trip generators served by Route 10 North include the Aurora Sheboygan Clinic, the Sheboygan County Job Center, Memorial Plaza (including the Marcus Cinema), Meijer superstore, Kohl's, Bed, Bath and Beyond, Taylor Heights Shopping Center (including Festival Foods), Tamarack Apartments, Wasserman Apartments, the Salvation Army Daycare, and the Sheboygan Leadership Academy charter school. Much of Erie Avenue is also served by Route 10 North.
- Route 10 South serves the southwest portion of the City of Sheboygan. Major trip generators served by Route 10 South include the City of Sheboygan Municipal Service Building, Wildwood Park, Aldi supermarket, Acuity Insurance, Nemak, the Sheboygan County Detention Center, the south side Walmart supercenter, the Goodwill store, Washington Square shopping center (including the south side Piggly Wiggly supermarket), and Sheridan public elementary school. Pennsylvania Avenue is also served between 15th and 9th Streets.

- Route 20 serves the City of Sheboygan Falls and the Village of Kohler, and connects those communities to the various City of Sheboygan routes operated by Shoreline Metro. Major trip generators served by Route 20 in the City of Sheboygan Falls include the Sheboygan County Aging and Disability Resource Center (ADRC), Forest Avenue Mobile Home Park, the Sheboygan Falls Piggly Wiggly supermarket, Sheboygan Falls City Hall, Sheboygan Falls public high school, and Rochester Park. Major trip generators served by Route 20 in the Village of Kohler include Woodlake Market, the Kohler Company, and Deer Trace Shopping Center (including Target). The one major trip generator served by Route 20 in the City of Sheboygan is the south side Walmart Supercenter. It should be noted that Route 20 North travels in a counterclockwise fashion, while Route 20 South travels in a clockwise fashion; both routes serve the same destinations. The Kohler Special run (6:45 a.m. to 7:15 a.m. on weekdays) has the Kohler Company as its only destination, but all other trips serve all of the above noted destinations.
- Route 40 is a seasonal route (mid-June through the Saturday before Labor Day) that operates in downtown Sheboygan, South Pier, the Riverfront and a portion of the Lakefront. Major trip generators served by Route 40 include South Pier (including Blue Harbor Resort and Harbor Pointe Mini Golf), the Riverfront, John Michael Kohler Arts Center, Deland Park and Marina, the beach adjacent to Broughton Drive, and various destinations in downtown Sheboygan off North 8th Street (including City Green). Michigan Avenue is also served between North 3rd Street and North 8th Street.
- Shuttle Routes operate on weekdays between 5:15 a.m. and 5:45 a.m., between 2:45 p.m. and 4:45 p.m. (between 2:15 p.m. and 4:15 p.m. on Wednesdays), between 8:45 p.m. and 9:15 p.m., and in the evening hours (after 5:45 p.m.) opposite the north side or south side routes that are operating in any given half hour. Shuttle routes also operate on Saturdays between 7:15 a.m. and 7:45 a.m., between 5:45 p.m. and 6:15 p.m., and all day opposite the north side or south side routes that are operating in any given half hour. Both North Shuttles and South Shuttles exist. North Shuttles operate at the beginning and end of the service day, and leave at 15 minutes after the hour at times when there is hourly service. South Shuttles operate at the beginning and end of the service day, and leave at 45 minutes after the hour at times when there is hourly service. Shuttle service only operates within the City of Sheboygan.
- School Tripper Routes operate on weekdays when school is in session. For the 2019 – 2020 school year, two school tripper routes operated in the morning (Routes 101 and 102), while two school tripper routes operated in the afternoon (Routes 201 and 202). Eight public elementary schools, three parochial or charter schools, and five daycare facilities are served by school tripper routes. It should be noted that a wider range of schools (including middle and high schools) is served by the regular fixed route structure. School tripper routes only operate within the City of Sheboygan. School tripper routes are open to the public, including non-students.

Vehicle Fleet

As illustrated in Table 3.1, Shoreline Metro operated a fleet of 22 transit coaches in 2019. In addition to the 22 transit coaches, Shoreline Metro had five service vehicles. Another ten vehicles are used by Shoreline Metro and its Metro Connection division for ADA paratransit in the transit service area and for transportation under Sheboygan County's Section 85.21 elderly and disabled transportation program; five of the vehicles were purchased by Sheboygan County, while five other vehicles were purchased by the City of Sheboygan but are titled to Sheboygan County.

Shoreline Metro rotates its vehicles on a daily basis.

Table 3.1: Shoreline Metro Bus Fleet, 2019

Make	Bus Number	Year	Seating Capacity
DuPont Trolley	TR2	1999	24
DuPont Trolley	TR3	1999	24
Gillig	201	2002	32
Gillig	202	2002	32
Gillig	321	2003	32
Gillig	322	2003	32
Gillig	323	2003	32
Gillig	324	2003	32
Gillig	325	2003	32
Gillig	326	2003	32
Gillig	506	2005	32
Gillig	507	2005	32
Gillig	1031	2010	32
Gillig	1032	2010	32
Gillig	1033	2010	32
Gillig	1034	2010	32
Gillig	1035	2010	32
Gillig	1911	2019	31
Gillig	1912	2019	31
Gillig	1913	2019	31
Gillig	1914	2019	31
Gillig	1915	2019	31

Source: Shoreline Metro, 2019; and Bay-Lake Regional Planning Commission, 2020.

Other Facilities

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

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

Lakeshore Community Health Care Clinic; South 12th Street and Weeden Creek Road; Country Village Apartments; Tamarack Apartments (privately owned); Aurora Sheboygan Memorial Medical Center (privately owned); and near the south side Walmart Supercenter.

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

Fare Structure

The fare structure for Shoreline Metro as of 2019 and for the first several months of 2020 is indicated in Table 3.2. The fare structure mostly implemented what was recommended in the Sheboygan Transit Development Program (TDP): 2012 - 2016. There are five basic fare categories: Adult, Student (grades K - 12, generally ages 5 - 17), Seniors/Disabled/Veterans, Groups, and Children age 4 and under. A reduced summer fare for K-12 students (called the "freedom pass") was historically offered from June until August. However, in 2019, this fare medium is no longer offered. Instead, students attending a Sheboygan Area School District (SASD) school may ride at no charge year round with a proper school or district issued ID. Faculty and staff of SASD may also ride at no charge year round with proper school or district issued ID.

There are multiple payment options. First, fares may be paid in cash with exact change. Second, passes (the day pass and the monthly pass) are good for an unlimited number of rides during the day or calendar month in which they are issued. Finally, tokens and punch cards have been made available for the occasional rider at a cost below the standard cash fare; these fare media do not expire and therefore may be used at any time, but must be purchased in groups of ten. Most adults could purchase tokens, while students could purchase either tokens or punch cards, and senior, disabled and veteran riders may purchase half fare punch cards. Groups of 10 or more may ride for half fare when traveling together and having the same origin and destination (with some exclusions). Preschool age children who are properly supervised ride free. Transfers from one Shoreline Metro bus to another when making a single one-way trip are free.

Table 3.2: Shoreline Metro Fare Structure, 2019 & the First Several Months of 2020

Payment Type	Cost
Adults (18 - 64 years)	
Cash Fare	$1.75
Adult Tokens (10)	$13.00
Day Pass	$3.00
Monthly Pass	$48.00
Students (Grades K - 12, Generally Ages 5 - 17)	
Cash Fare	$1.75
Student Punch Card (Good for 10 Rides)	$11.00
Student Tokens (10)	$11.00
Students of SASD[1]	Free
Day Pass	$3.00
Monthly Pass	$48.00
Seniors (65 and older)/Disabled and Veterans (all ages)	
Cash Fare[2]	$0.85
Half Fare Punch Card (Good for 10 Rides)[2]	$8.50
Day Pass	$3.00
Monthly Pass	$48.00
Group Fares (Valid for Groups of 10 or More)[3]	$0.85
Children (5 years and under)[4]	Free
Transfers (With Fare Payment)	Free
ADA Paratransit Fare (Curb-to-Curb)	$3.50

[1]With a proper school or district issued ID. Faculty and staff of SASD may also ride at no charge with proper school or district issued ID.
[2]For seniors, a Medicare card must be presented to the driver to qualify for half fare. For the disabled, a Shoreline Metro disabled identification card must be presented to qualify for half fare. For veterans, proper identification may be required. Additional proof of identity may be required. Half fares for seniors, the disabled and veterans are valid during all hours in which Shoreline Metro operates.
[3]In the case of group fares, all individuals in the group must travel together and have the same origin and same destination to qualify for the reduced rate. Some exclusions may apply.
[4]Children 5 years and under must be properly supervised when riding Shoreline Metro buses.
Source: Shoreline Metro, 2019; and Bay-Lake Regional Planning Commission, 2019.

Fare media may be purchased at several sales outlets in the transit service area. In the City of Sheboygan, fare media may be purchased at the downtown transfer point (either from staff during business hours or from a vending machine at all times of operation), the Shoreline Metro office, both Piggly Wiggly supermarkets, the Pick and Save supermarket, and the Festival Foods supermarket. In the City of Sheboygan Falls, fare media may be purchased at the Sheboygan Falls Piggly Wiggly supermarket. In addition, day passes may be purchased from any Shoreline Metro driver, while student tokens may be purchased from any Shoreline Metro school tripper route driver.

Curb-to-curb Americans with Disabilities Act (ADA) paratransit service involved a cash fare of $3.50 a ride ($7.00 round trip). Punch cards (good for ten curb-to-curb ADA paratransit rides for $35.00) were available for purchase at the Shoreline Metro office or from the drivers. Shoreline Metro also proposed several premium forms of ADA paratransit service that would cost customers a fare of $7.00 a ride ($14.00 round trip); these premium services are likely to include (1) same day reservations/trips (when available); (2) requesting a second bus pickup after a "no show;" and (3) requesting additional assistance from drivers (including door-to-door service).

Systemwide Ridership And Revenue Mile Trends

Annual Revenue Passengers

Annual revenue passenger ridership data for the period between 2009 and 2018 are presented in Table 3.3 and Figure 3.1.

Overall total ridership ranged between 500,000 and 640,000 trips between 2009 and 2018. Total ridership (fixed-route and paratransit combined trips) peaked in 2018 at 634,372 trips. Total ridership reached its low point of 505,039 in 2010, decreasing by over 3.4 percent from 2009 to 2010. Total ridership increased in 2011, decreased slightly in 2012, increased in 2013 and 2014, and then decreased slightly between 2014 and 2015. Total ridership also decreased from 2015 to 2016. Both fixed route and paratransit trips increased from 2016 to 2017, resulting in a nearly 0.6 percent increase in total ridership (565,315 trips). Ridership increased by over 12.2 percent from 2017 to 2018, largely due to a contract between Shoreline Metro and the Sheboygan Area School District (SASD) that allowed SASD students and employees to ride free of charge.

Overall fixed-route ridership ranged between 440,000 and 600,000 between 2009 and 2018. In this period, fixed-route ridership peaked in 2018 at 599,714 trips and hit the lowest point in 2010 (440,780 trips). Fixed-route ridership decreased by about 3.6 percent between 2009 and 2010, largely due to the lingering effects of the recession. Fixed-route ridership increased by nearly 6.3 percent between 2010 and 2011, partially due to increased fare options, including the new $3 day pass. Fixed-route ridership increased by nearly 1.5 percent between 2011 and 2012; while there was elimination of one hour of transit service each weeknight coupled with consolidation of two routes on the northeast side of the City of Sheboygan, many other routes were improved around the city, and this, along with the popularity of the day pass and improvement in the economy, led to some increased ridership. Fixed-route ridership increased by about 9.6 percent between 2012 and 2013; this was due to many of the factors that caused the ridership increase from 2011 to 2012. Fixed-route ridership increased by over 3.4 percent between 2013 and 2014. Fixed-route ridership decreased by 0.2 percent between 2014 and 2015, and decreased by another 1.9 percent between 2015 and 2016. Fixed route ridership increased by nearly 0.4 percent between 2016 and 2017. Fixed-route ridership increased by over 13.2 percent between 2017 and 2018, again largely due to a contract between Shoreline Metro and the SASD that allowed students and employees to ride free of charge.

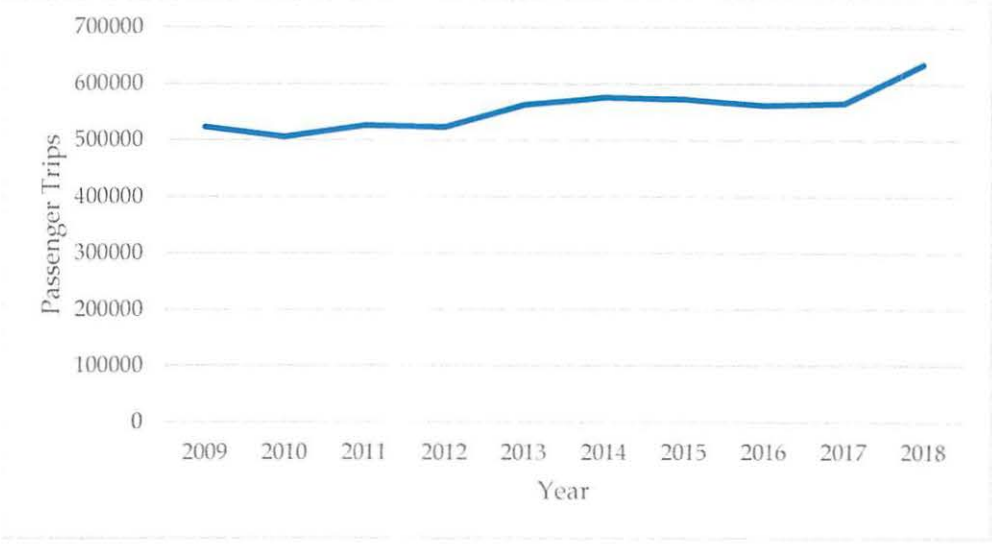
Paratransit ridership peaked in 2009 at 65,708 trips. Paratransit ridership has decreased in all subsequent years, except for 2017. Paratransit ridership was between 60,000 and 70,000 in 2009 and 2010, and was between 50,000 and 60,000 in 2011. Paratransit ridership was between 40,000 and 50,000 in 2012 and 2013. Paratransit ridership has been between 30,000 and 40,000 in more recent years (2014 through 2018). Paratransit ridership in 2018 (34,658) was just over half of what it was at its peak in 2009 (65,708). Notably, paratransit ridership increased slightly from 2016 to 2017, marking the first increase since consistent decline dating back to 2009. There were two factors that led to this long-term decline. First, the emergence of managed care organizations (MCOs, such as Family Care) led to greater management of paratransit trips, which led to ridership decreases. Second, in regard to the ADA component of paratransit, the acquisition of lift equipped fixed-route buses generally led to a decreased number of ADA paratransit trips because disabled riders who were unable to utilize fixed-route service previously could now use that service provided that they were able to reach a bus stop. It should be noted that both ADA paratransit and Sheboygan County elderly and disabled paratransit trips were combined in this discussion of paratransit ridership, as Shoreline Metro staff was unable to break out ridership data on these two forms of paratransit that they offer.

Table 3.3: Annual Revenue Passenger Trips

Year	Fixed Route Trips	Paratransit Trips[1]	Total Passenger Trips
2009	457,183	65,708	522,891
2010	440,780	64,259	505,039
2011	468,361	56,737	525,098
2012	475,173	47,565	522,738
2013	520,860	41,892	562,752
2014	538,802	37,062	575,864
2015	537,765	35,492	573,257
2016	527,775	34,317	562,092
2017	529,726	35,589	565,315
2018	599,714	34,658	634,372

[1]Includes both ADA paratransit and Sheboygan County elderly and disabled paratransit trips.
Source: Shoreline Metro (for all years listed); and Bay-Lake Regional Planning Commission, 2020.

Figure 3.1: Annual Revenue Passenger Trips



Source: Shoreline Metro (for all years listed); and Bay-Lake Regional Planning Commission, 2019.

Annual Revenue Miles

Annual fixed-route revenue mileage data for the period between 2009 and 2018 are presented in Table 3.4 and Figure 3.2.

Fixed-route revenue miles increased by 2.5 percent between 2009 and 2010, by 1.1 percent between 2010 and 2011, by 0.5 percent between 2011 and 2012, by 2.2 percent between 2012 and 2013, and by 2.8 percent between 2013 and 2014. Between 2011 and 2012, there was elimination of one hour of transit service each weeknight coupled with consolidation of two routes on the northeast side of the City of Sheboygan; however, many other routes were improved around the city. Fixed-route revenue miles decreased by nearly 0.4 percent between 2014 and 2015. Fixed-route revenue miles decreased by nearly 3.7 percent between 2015 and 2016; this was largely due to the elimination of Route 30 (the former Industrial Park Route) and modifications to several other routes that took effect in mid-2016. Fixed-route revenue miles decreased by 5.9 percent from 2016 to 2017, in large part due to route consolidation and elimination of the morning and afternoon school tripper routes.

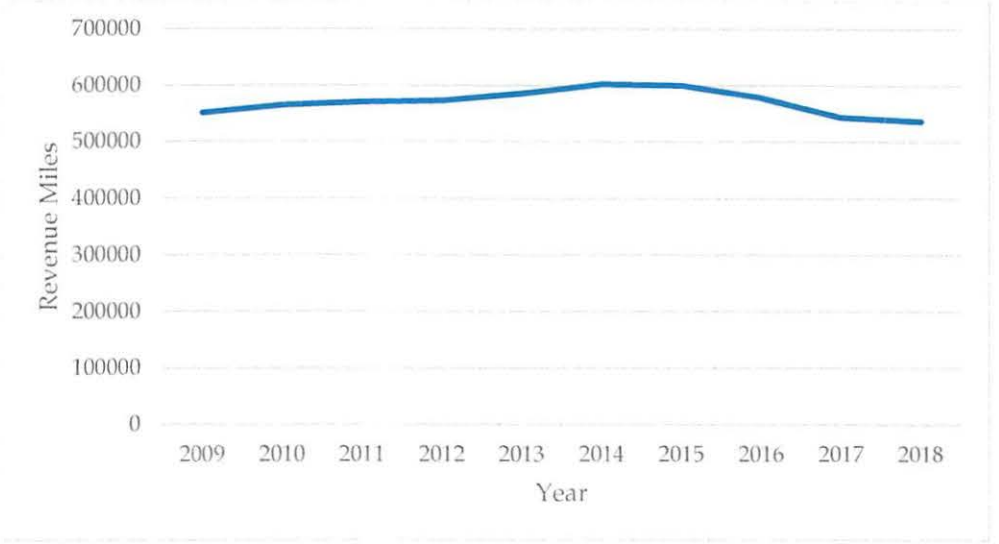
Fixed-route revenue miles decreased by over 1.3 percent between 2017 and 2018.

Table 3.4: Annual Fixed-Route Revenue Miles

Year	Revenue Miles
2009	550,532
2010	564,242
2011	570,415
2012	573,236
2013	585,749
2014	602,100
2015	599,904
2016	577,826
2017	543,561
2018	536,426

Source: Shoreline Metro (for all years listed); and Bay-Lake Regional Planning Commission, 2020.

Figure 3.2: Annual Fixed-Route Revenue Miles



Source: Shoreline Metro (for all years listed); and Bay-Lake Regional Planning Commission, 2019.

Monthly Fixed-Route Ridership: 2017 – 2018

The monthly fixed-route ridership pattern is illustrated in Figure 3.3.

In 2017, the highest ridership months were May, October and November, while the lowest ridership months were July and August. The months of March and September were other above average ridership months. The months of January, February, April and June were other below average ridership months. December was the month closest to the monthly average ridership for 2017.

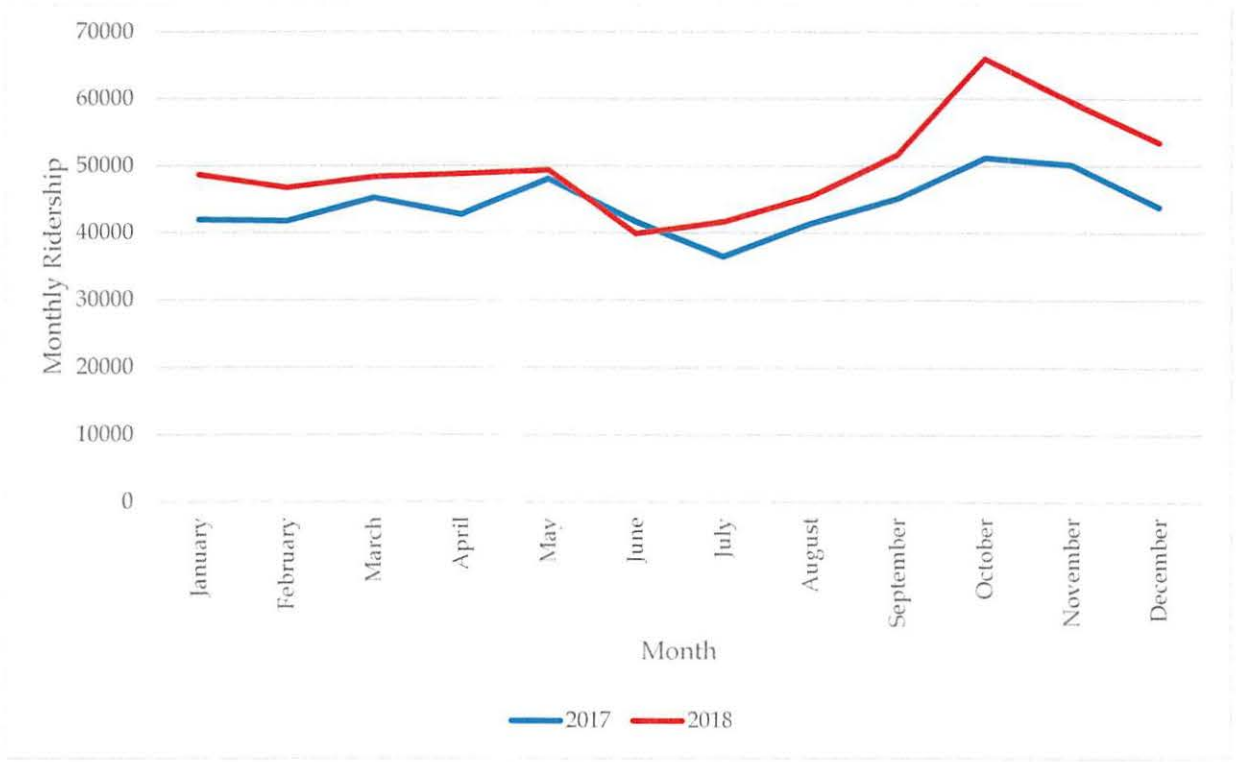
In 2018, the highest ridership months were October and November, while the lowest ridership months were June and July. The months of September and December were other above average ridership months. The months of January, February, March, April and August were other below average ridership months. May was the month closest to the monthly average ridership for 2018.

The highest ridership levels tend to occur in spring and fall months, while the lowest ridership levels occurred during summer months. Figure 3.3 also implies that persons traveling to and from school constitute a significant portion of the total ridership, a fact confirmed in numerous ridership

opinion surveys conducted in recent years (see Chapter Five: Ridership Opinion for more details).

Figure 3.3 indicates that with the exception of the month of June, ridership grew in 2018 in comparison to the same month in 2017; this was especially the case in the second half of the year, because the contract between Shoreline Metro and the SASD took effect in July of 2018. Provision of "free" rides to SASD students and employees greatly increased ridership in the second half of 2018, especially once the 2018 – 2019 school year started in September.

Figure 3.3: Fixed-Route Monthly Ridership, 2017 – 2018



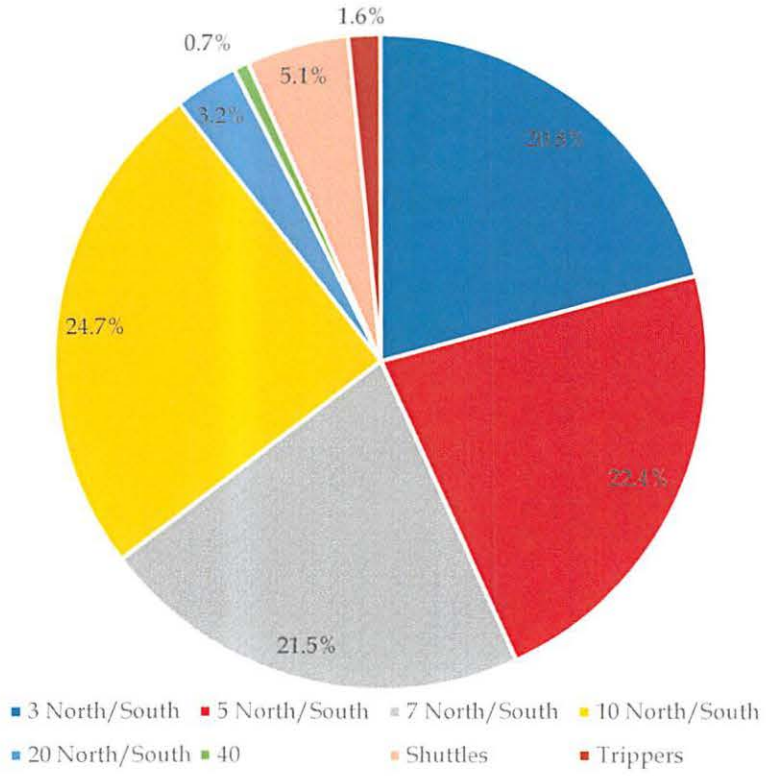
Source: Shoreline Metro, 2017 and 2018; and Bay-Lake Regional Planning Commission, 2019.

Fixed-Route Ridership by Route: 2018

Fixed-route ridership by route for 2018 is presented in Figure 3.4. Unfortunately, regular data collection mechanisms are unable to discern between the north and south route components of Routes 3, 5, 7, 10 and 20; Chapter 6 examines fixed-route ridership by route at this greater level of detail. The most commonly used route pair in 2018 was Routes 10 North and South, with 24.7 percent of riders using these routes. This was followed by Routes 5 North and South, with 22.4 percent of riders using these routes. Other commonly used route pairs included Routes 7 North and South (21.5 percent of all ridership), and Routes 3 North and South (20.8 percent of all ridership). Routes which exhibited low ridership levels included: the North and South Shuttles (5.1 percent of all ridership); Route 20 (the Kohler-Sheboygan Falls Route, 3.2 percent of all ridership); the four school tripper routes (1.6 percent of all ridership); and Route 40 (0.7 percent of all ridership). Rides that were not coded to an existing route involved less than 0.1 percent of all ridership.

It should also be noted that Route 40 is a seasonal route that runs from mid-June to right before Labor Day; and is primarily designed for tourists, and therefore, exhibited relatively low ridership in 2018.

Figure 3.4: Fixed-Route Ridership by Route, 2018

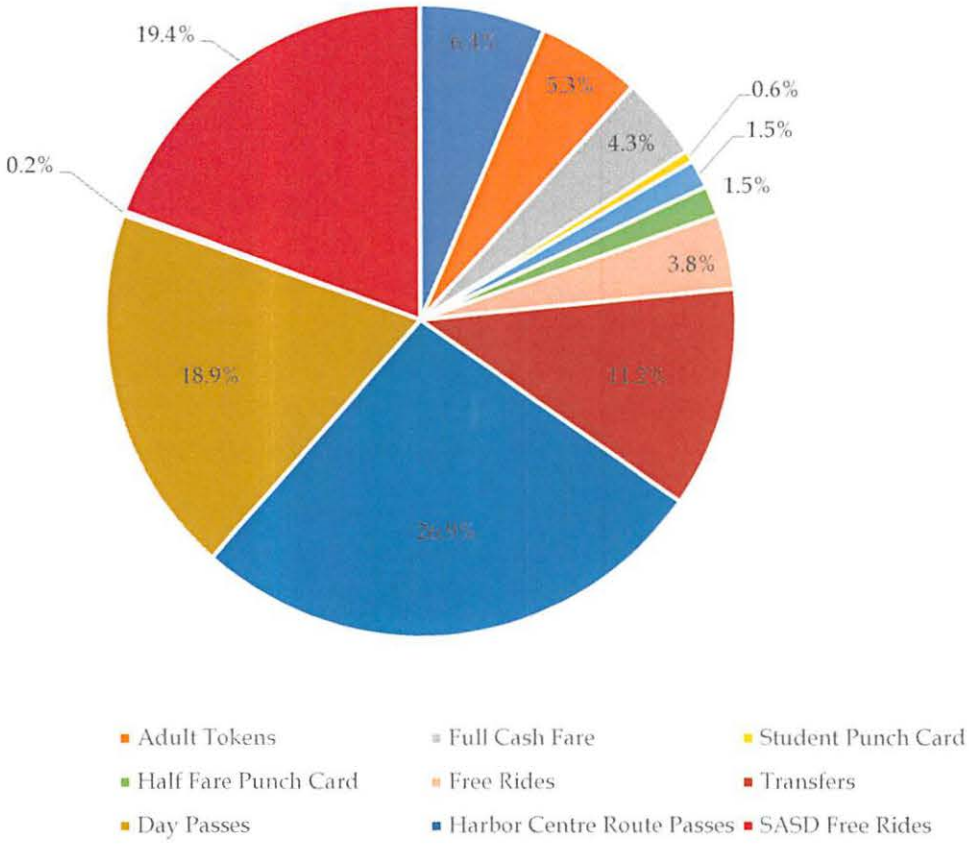


Source: Shoreline Metro, 2018; and Bay-Lake Regional Planning Commission, 2019.

Fixed-Route Ridership by Fare Category: 2018

Shoreline Metro maintains records of fixed-route ridership by fare category. Fixed-route ridership by fare category for 2018 is indicated in Figure 3.5. The most popular payment method among Shoreline Metro fixed-route riders is the monthly pass, which accounted for 26.9 percent of all rides given by the transit operation in 2018. Other popular payment methods among Shoreline Metro fixed-route riders included Sheboygan Area School District (SASD) free rides (19.4 percent of riders, used in the second half of 2018), and day passes (18.9 percent of riders). Only 4.3 percent of all fixed-route riders paid full cash fare for rides in 2018, indicative of a certain thriftiness among the Shoreline Metro ridership. Less common fare payments were: student tokens (used by 6.4 percent of the fixed-route ridership, and mostly in early 2018); adult tokens (used by 5.3 percent of the fixed-route ridership); the elderly and disabled half cash fare (used by 1.5 percent of the fixed-route ridership); the elderly and disabled half fare punch card (used by 1.5 percent of the fixed-route ridership); the student punch card (used by 0.6 percent of the fixed-route ridership, and mostly in early 2018); and the Harbor Centre $1 Day Pass (used by 0.2 percent of the fixed-route ridership). Student summer "freedom passes" were not offered in 2018. Non-payment documentation of fixed-route ridership included: transfers (11.2 percent of ridership); and free rides (3.8 percent of all rides in 2018).

Figure 3.5: Fixed-Route Ridership by Fare Category, 2018

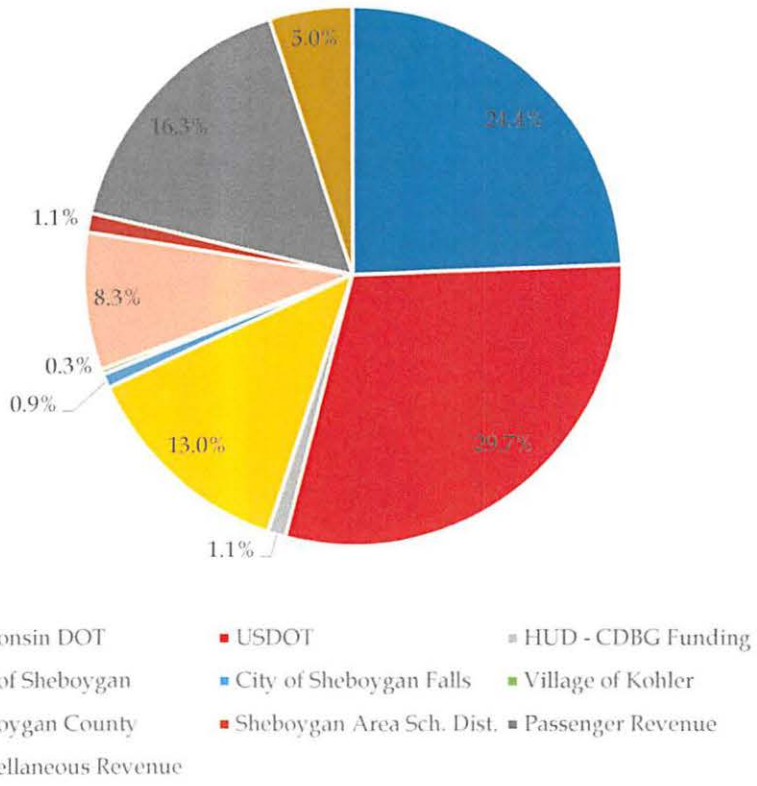


Source: Shoreline Metro, 2018; and Bay-Lake Regional Planning Commission, 2019.

Funding Sources: 2015 - 2018

The funding sources for Shoreline Metro in 2018 are indicated in Figure 3.6. In 2018, the largest contributor to the transit operation was the U.S. Department of Transportation (USDOT), which contributed $1,170,891, or about 29.7 percent of the transit budget. The second largest contributor to the transit budget was the Wisconsin Department of Transportation (WisDOT), which contributed $960,399, or about 24.4 percent of the transit budget. Other significant contributors to the transit budget included: the ridership through fares ($642,283, or about 16.3 percent of the transit budget); the City of Sheboygan ($511,547, or about 13.0 percent of the transit budget); Sheboygan County ($326,474 through the county's Section 85.21 grant and local match, or about 8.3 percent of the transit budget); and miscellaneous revenues ($197,018, or about 5.0 percent of the transit budget). Less significant (but nonetheless important) contributors to the transit budget include: the Sheboygan Area School District (which started providing funding for a "free fare" program for its students and employees in the second half of 2018, $45,000, or about 1.1 percent of the transit budget); Community Development Block Grant (CDBG) funding from the U.S. Department of Housing and Urban Development ($42,493, or about 1.1 percent of the transit budget); the City of Sheboygan Falls ($33,503, or about 0.9 percent of the transit budget); and the Village of Kohler ($11,572, or about 0.3 percent of the transit budget).

Figure 3.6: Funding Sources for Shoreline Metro, 2018



Source: Shoreline Metro, 2018; and Bay-Lake Regional Planning Commission, 2019.

Table 3.5 indicates funding sources for Shoreline Metro over the four year period between 2015 and 2018. Table 3.5 indicates that in absolute dollar terms, state financial participation in Shoreline Metro increased by about 6.2 percent between 2015 and 2016, decreased by about 10.1 percent between 2016 and 2017, and increased by nearly 7.5 percent between 2017 and 2018. State participation in Shoreline Metro in percentage terms increased between 2015 and 2016, decreased between 2016 and 2017, and increased between 2017 and 2018.

Table 3.5 also indicates that in absolute dollar terms, Federal (FTA Section 5307) financial participation in Shoreline Metro decreased by about 1.9 percent between 2015 and 2016, decreased by about 1.4 percent between 2016 and 2017, and decreased by nearly 3.0 percent between 2017 and 2018. Federal participation in Shoreline Metro in percentage terms decreased each year between 2015 and 2018.

Table 3.5 shows that in absolute dollar terms, CDBG funding from the U.S. Department of Housing and Urban Development stayed the same over the period from 2015 through 2018. CDBG funding in percentage terms stayed about the same between 2015 and 2018.

Table 3.5 also shows that in absolute dollar terms, City of Sheboygan financial participation in Shoreline Metro stayed the same over the period from 2015 through 2018. City of Sheboygan financial participation in Shoreline Metro in percentage terms decreased slightly between 2015 and 2016, increased slightly between 2016 and 2017, and increased between 2017 and 2018.

Table 3.5 indicates that in absolute dollar terms, City of Sheboygan Falls financial participation in Shoreline Metro increased by about 5.0 percent between 2015 and 2016, decreased by nearly 4.8 percent between 2016 and 2017, and stayed the same between 2017 and 2018. City of Sheboygan

Falls financial participation in Shoreline Metro in percentage terms increased slightly between 2015 and 2016, decreased slightly between 2016 and 2017, and increased slightly between 2017 and 2018.

Table 3.5 also indicates that in absolute dollar terms, Village of Kohler financial participation in Shoreline Metro increased by about 5.0 percent between 2015 and 2016, decreased by nearly 4.8 percent between 2016 and 2017, and stayed the same between 2017 and 2018. Village of Kohler financial participation in Shoreline Metro in percentage terms stayed about the same each year between 2015 and 2018.

In addition, Table 3.5 indicates that in absolute dollar terms, Sheboygan County's financial participation in Shoreline Metro increased by nearly 3.6 percent between 2015 and 2016, decreased by about 0.9 percent between 2016 and 2017, and increased by nearly 2.8 percent between 2017 and 2018. Sheboygan County's financial participation in Shoreline Metro in percentage terms increased between 2015 and 2016, remained stable between 2016 and 2017, and increased between 2017 and 2018. Sheboygan County's financial participation in Shoreline Metro is dependent on a state Section 85.21 grant, which includes required local matching funds.

Table 3.5 shows that in 2018, Shoreline Metro started receiving funding from the Sheboygan Area School District (SASD) to transport its students and interested employees fare free. The $45,000 received in 2018 represents half a year of funding, as this program began in early July. This program is anticipated to continue into the future.

Table 3.5 shows that in absolute dollar terms, passenger revenue decreased by nearly 4.3 percent between 2015 and 2016, increased by over 5.8 percent between 2016 and 2017, and decreased by 13.2 percent between 2017 and 2018. In percentage terms, passenger revenue decreased between 2015 and 2016, increased between 2016 and 2017, and decreased between 2017 and 2018.

Finally, Table 3.5 shows that in absolute dollar terms, miscellaneous revenue (insurance recoveries, advertising revenue, etc.) increased by about 11.1 percent between 2015 and 2016, increased by about 32.4 percent between 2016 and 2017, and decreased by about 16.4 percent between 2017 and 2018. In percentage terms, miscellaneous revenue increased between 2015 and 2016, increased again between 2016 and 2017, and decreased between 2017 and 2018.

Table 3.5: Funding Sources for Shoreline Metro, 2015 – 2018

	2015		2016		2017		2018	
Funding Source	Amount	Percentage	Amount	Percentage	Amount	Percentage	Amount	Percentage
Wisconsin DOT	$936,055	23.5%	$994,311	24.8%	$893,775	22.4%	$960,399	24.4%
USDOT	$1,247,519	31.3%	$1,223,238	30.5%	$1,206,561	30.2%	$1,170,891	29.7%
HUD - CDBG Funding	$42,493	1.1%	$42,493	1.1%	$42,493	1.1%	$42,493	1.1%
City of Sheboygan	$511,547	12.8%	$511,547	12.7%	$511,547	12.8%	$511,547	13.0%
City of Sheboygan Falls	$33,503	0.8%	$35,178	0.9%	$33,503	0.8%	$33,503	0.9%
Village of Kohler	$11,572	0.3%	$12,151	0.3%	$11,572	0.3%	$11,572	0.3%
Sheboygan County	$309,461	7.8%	$320,500	8.0%	$317,646	8.0%	$326,474	8.3%
Sheboygan Area School Dist.	$0	0.0%	$0	0.0%	$0	0.0%	$45,000	1.1%
Passenger Revenue	$730,625	18.3%	$699,253	17.4%	$740,110	18.5%	$642,283	16.3%
Miscellaneous Revenue	$160,219	4.0%	$178,006	4.4%	$235,642	5.9%	$197,018	5.0%
TOTAL	**$3,982,994**	**100.0%**	**$4,016,676**	**100.0%**	**$3,992,849**	**100.0%**	**$3,941,180**	**100.0%**

Source: Shoreline Metro (for all years listed); and Bay-Lake Regional Planning Commission, 2020.

Expense Breakdown: 2015 – 2018

Operating expense budgets for Shoreline Metro from 2015 to 2018 are depicted in Table 3.6. The overall budget increased by nearly 2.9 percent from 2015 to 2016, increased by nearly 0.9 percent between 2016 and 2017, and decreased by over 3.7 percent between 2017 and 2018. Administrative expenses increased by nearly 32.8 percent from 2015 to 2016, decreased by nearly 0.8 percent between 2016 and 2017, and decreased by 8.7 percent between 2017 and 2018. Maintenance expenses decreased by over 2.5 percent from 2015 to 2016, increased by about 9.4 percent from 2016 to 2017, and decreased by nearly 3.1 percent from 2017 to 2018. Bus operations expenses (including paratransit) decreased by nearly 4.8 percent from 2015 to 2016, decreased by about 3.1 percent between 2016 and 2017, and decreased by nearly 1.7 percent between 2017 and 2018.

In 2015, 52.3 cents of every transit dollar was allocated to bus operations (including paratransit), while 29.0 cents of every transit dollar was allocated to bus and facilities maintenance, and 18.7 cents of every transit dollar was spent on administrative activities. In 2018, 47.5 cents of every transit dollar was allocated to bus operations, while 30.0 cents of every transit dollar was allocated to bus and facilities maintenance, and 22.5 cents of every transit dollar was spent on administrative activities.

Table 3.6: Shoreline Metro Expense Breakdown, 2015 – 2018

Expenses	2015	2016	2017	2018
ADMINISTRATION				
Salaries and Benefits	$444,354	$565,744	$635,659	$566,776
Personal Services	$70,654	$88,172	$93,901	$123,052
Commodities	$188,949	$280,831	$197,944	$156,991
Subtotal	$703,957	$934,747	$927,504	$846,819
MAINTENANCE				
Salaries and Benefits	$500,960	$503,322	$497,102	$471,293
Personal Services	$115,315	$22,597	$96,130	$86,613
Commodities	$475,925	$538,490	$570,829	$570,647
Subtotal	$1,092,200	$1,064,408	$1,164,062	$1,128,553
BUS OPERATIONS (INCLUDING PARATRANSIT)				
Salaries and Benefits	$1,969,682	$1,875,243	$1,817,071	$1,786,881
Personal Services	$0	$0	$0	$0
Commodities	$0	$0	$0	$0
Subtotal	$1,969,682	$1,875,243	$1,817,071	$1,786,881
TOTAL	$3,765,839	$3,874,398	$3,908,636	$3,762,253

Source: Shoreline Metro (for all years listed); and Bay-Lake Regional Planning Commission, 2020.

Other Area Transit/Paratransit Providers

In addition to Shoreline Metro, transportation services in the transit service area are provided by several other sources.

Indian Trails Bus Lines provides intercity bus service between Sheboygan and other cities in the region, with transfer connections in Green Bay and Milwaukee. Passengers can travel to Appleton and to various destinations in central Wisconsin (via Lamers Bus Lines) and to the Upper Peninsula of Michigan (via Indian Trails) from Green Bay. Passengers can travel to various destinations throughout Wisconsin, the Midwest and the United States from Milwaukee using various bus lines as well as Amtrak. The negative aspects of the Indian Trails bus service are that it is infrequent (one trip north and one trip south each day), and one of these trips leaves at a time of the day when transit service does not operate (6:35 a.m. southbound and 9:15 p.m. northbound). The Indian Trails stop in Sheboygan is at Shoreline Metro's downtown transfer point.

Jefferson Lines also operates intercity bus service between Milwaukee and Green Bay. Southbound service (to Milwaukee) leaves at 6:15 p.m. Northbound service (to Green Bay) leaves at 9:50 a.m. The same connections that are available through Indian Trails are available through Jefferson Lines in Green Bay and in Milwaukee. In addition, Jefferson Lines offers service along the State Highway 29 and Interstate Highway 94 corridors from Green Bay to Wausau, Eau Claire and Minneapolis-St. Paul. The Jefferson Lines stop in Sheboygan is also at Shoreline Metro's downtown transfer point.

Lamers Bus Lines offers a "Lamers Connect" service that specializes in transporting college students between their campuses and major communities across Wisconsin. The "Lamers Connect" route that serves Sheboygan connects Green Bay and Milwaukee, and only provides service on weekends (Fridays and Sundays), as well as a limited number of other weekdays that involve

longer holiday weekends. Destinations in Green Bay that are served by "Lamers Connect" include UW Green Bay (excluding the summer months) and the Green Bay Metro transfer point (which also serves as a stop for Indian Trails and Jefferson in Green Bay). Destinations in Milwaukee that are served by "Lamers Connect" include UW Milwaukee, the Milwaukee Intermodal Station (including Amtrak), and General Mitchell International Airport. Southbound service leaves at 10:45 a.m., while northbound service leaves at 4:20 p.m. The "Lamers Connect" stop is also at Shoreline Metro's downtown transfer point.

Lakeshore Technical College (LTC) Express is a transportation service for LTC students operated by GO Riteway. The service operates on weekdays when LTC classes are in session. The LTC Express picks passengers up at LTC's Lakeshore Culinary Institute at 7:15 a.m. and 12:30 p.m. and at the Shoreline Metro transfer point at 7:25 p.m. and 12:35 p.m., then travels to LTC's main campus in Cleveland. The LTC Express returns students from the main campus to Sheboygan at 12:05 p.m., 1:05 p.m., and 4:40 p.m. The cost for a one-way ride is $2, with ten-ride passes also available for a discounted rate of $18. A semester pass is also available for $225, and the pass is eligible for financial aid.

In addition to the above noted services, the following transportation options are available to residents of the transit service area; these services are presumed to be wheelchair accessible unless otherwise noted:

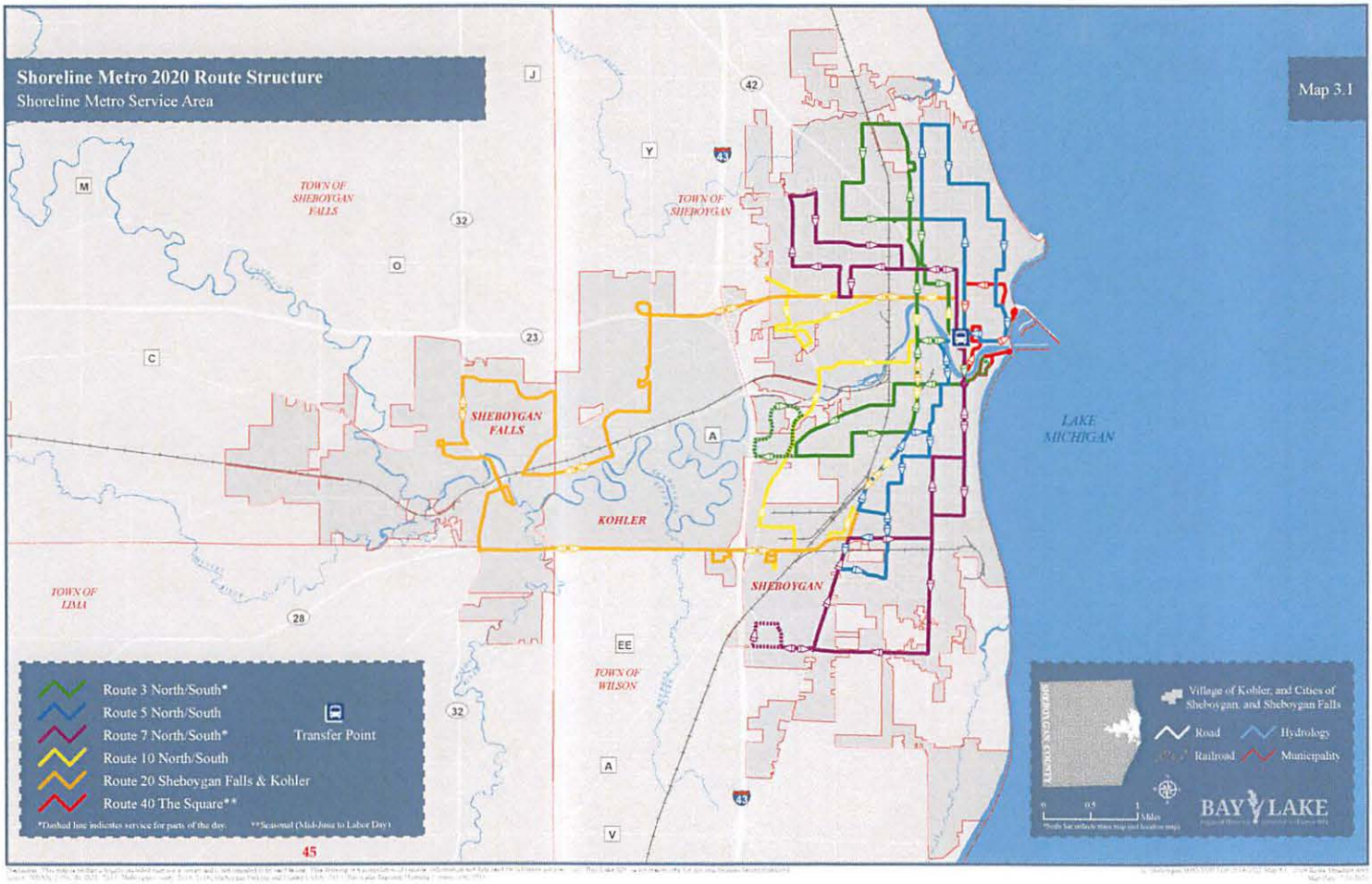
- Sheboygan County Health and Human Services Department Elderly and Disabled Transportation is a cooperative service of Sheboygan County and Shoreline Metro, which operates on weekdays from 7:30 a.m. to 3:30 p.m., excluding holidays. All persons age 60 and older and individuals under the age of 60 with a qualifying disability are eligible. This is a demand-based door-to-door service, and costs $2.50 per one-way trip for most trip purposes, or $2.50 per round trip to and from nutrition sites only. Customers must pay for service with tokens, sold in packs of ten for $25. Premium services may be offered in the future for additional fees, and agency rates are charged for certain trips. There is an eligibility determination process for disabled customers under the age of 60.
- The Sheboygan County Health and Human Services Department, through its Aging and Disability Resource Center (ADRC), also coordinates a volunteer driver service. Trips are restricted to individuals age 60 and over; while this was originally a medical transportation program, Sheboygan County received FTA Section 5310 funding to operate an enhanced volunteer driver program that would include additional trip purposes. This service is provided by volunteers using their own vehicles. Volunteers receive mileage reimbursement. Services are available throughout Sheboygan County (including the transit service area), and occasionally, passengers are transported outside the county for specialized medical services. Persons using this service must be ambulatory and have no other means of transportation. Service is door-to-door. Donations are requested to defray the costs involved with this service. Persons using this service are asked to call at least 24 hours in advance for in-county trips and at least 48 hours in advance for out-of-county trips. Interested parties should call (920) 467-4100, or toll-free at 800-596-1919 for more information.
- Medical Transportation Management, Inc. (MTM) is the non-emergency medical transportation manager for the state of Wisconsin. "MTM arranges transportation for eligible Medicaid and Badger Care Plus members throughout Wisconsin to get them to their covered preventative and life-sustaining medical appointments." It is recommended that members (customers) call at least two days in advance to determine eligibility and/or to make a reservation for rides. Routine ride requests can be made by calling 866-907-1493 or online at MTM's service management portal. If scheduled transportation is not arriving in a timely manner, MTM's "Where's My Ride" can

be contacted at 866-907-1494. TTY services can be reached at 800-855-2880. Concerns regarding rides can be reported by dialing 866-436-0457. MTM's website can be found at: https://www.mtm-inc.net/Wisconsin/(.)

- The American Cancer Society Road to Recovery program provides transportation to and from treatment for individuals who have cancer who do not have any other means of transportation. The American Cancer Society's Wisconsin Chapter can be contacted at 800-227-2345 with questions or for additional information.
- The Vince Lombardi Cancer Clinic in Sheboygan sponsors a small volunteer driver program for its patients.
- The Disabled American Veterans (DAV) is a non-profit veterans' service organization. The "Wisconsin DAV offers free rides to all veterans who need help getting to and from scheduled VA medical appointments." The DAV has "36 vans serving more than 30,000 veterans annually across more than half the state. These vans serve major VA medical facilities in Madison, Milwaukee, Tomah and Minneapolis, and VA outpatient clinics in Appleton, Green Bay, Superior, Union Grove, Wausau and Wisconsin Rapids. These vans are paid for as a result of donations from individuals, corporations and organizations, and are operated by volunteer drivers." Locally, one van that originates in Green Bay transports veterans to and from the Zablocki VA Medical Center in Milwaukee each weekday. Local veterans who wish to use this service can board the van at the McDonald's Restaurant near the Interstate Highway 43/State Highway 28 interchange on the south side of the City of Sheboygan. Advance reservations are required for these trips.
- RCS Empowers provides some transportation services to its clients.
- Several nursing homes in the transit service area provide limited transportation to their residents, primarily to and from medical appointments.
- In addition to the LTC Express discussed above, GO Riteway operates an "Airport Connection" service. This is an airport limousine service to and from Mitchell International Airport in Milwaukee and to and from Chicago's O'Hare International and Midway Airports.
- Taxi services operating within the transit service area include All Star Taxi, Blue Cab, The Best Taxi, and Yellow Cab.
- Accessible transportation services operating within the transit service area include Custom Care and Transport Service, Lakeshore Transportation, and Transtar Medical Ltd.
- Discovery Coach offers charter and tour bus services, and is located in the transit service area.
- School bus services operating within the transit service area include Prigge's School Bus Service (serving rural portions of the Sheboygan Area School District) and Heidenreiter Bus Service (serving the Sheboygan Falls School District).
- Limousine services operating within the transit service area include Santana's Limousine and Stardust Limousine.
- Orange Cross Ambulance provides ambulance service to portions of the transit service area outside the City of Sheboygan, while the Sheboygan Fire Department provides ambulance service within the City of Sheboygan.

Shoreline Metro provides ADA paratransit service with internal resources. Shoreline Metro handles the entire operation, including call taking, service delivery, dispatching and record keeping. These services are door-to-door, and are for persons who, due to physical circumstances, are not able to make use of the fixed-route service. As of 2019 and for the first several months of 2020, the cash fare for door-to-door transportation was $3.50 per ride ($7.00 per round trip). Premium services (including door-through-door service and assistance with bringing items into a passenger's home)

will be available for an additional fee in the future. Reservations for service must be made no later than the day before the needed trip (same day reservations will be able to be made in the future on a space available basis when paying for premium service). Service is available on weekdays from 5:45 a.m. to 8:45 p.m. and on Saturdays from 7:45 a.m. to 5:45 p.m. ADA paratransit service is not available on Sundays or on the same major holidays in which regular fixed-route service does not operate.


Shoreline Metro 2020 Route Structure
Shoreline Metro Service Area
Map 3.1
TOWN OF SHEBOYGAN FALLS
TOWN OF SHEBOYGAN
SHEBOYGAN FALLS
KOHLER
SHEBOYGAN
TOWN OF LIMA
TOWN OF WILSON
LAKE MICHIGAN
Route 3 North/South*
Route 5 North/South
Route 7 North/South*
Route 10 North/South
Route 20 Sheboygan Falls & Kohler
Route 40 The Square**
Transfer Point
*Dashed line indicates service for parts of the day
**Seasonal (Mid-June to Labor Day)
Village of Kohler, and Cities of Sheboygan, and Sheboygan Falls
Road
Hydrology
Railroad
Municipality
SHEBOYGAN COUNTY
Miles
BAY LAKE

Chapter 4: Community Profile

Location

The Shoreline Metro service area, including the Cities of Sheboygan and Sheboygan Falls and the Village of Kohler, is located approximately 65 miles south-southeast of Green Bay and 55 miles north of Milwaukee. The City of Sheboygan is where the Sheboygan River meets Lake Michigan. A large amount of manufacturing activity has traditionally occurred in the Shoreline Metro service area, although retail commerce and tourism dominate the local economy in certain areas as well. Much of the territory surrounding the Shoreline Metro service area in Sheboygan County consists of small villages, fertile agricultural land, forests, and several scenic lakes and rivers. Regional transportation facilities include Interstate Highway 43, as well as State Highways 23, 28, 32 and 42. The Shoreline Metro service area also includes or is near the Sheboygan County Memorial Airport, rail service and a marina. Characteristics of the community which are important for transit planning include the economy, population and household characteristics, major potential trip generators, land use patterns, and motor vehicle travel patterns. This chapter contains a summary of these important community characteristics.

Economy

The rural area surrounding the Shoreline Metro service area is primarily agricultural. The City of Sheboygan is a center for health and professional services, education, retail trade and industry in Sheboygan County as well as in adjacent portions of surrounding counties.

The 2013 – 2017 American Community Survey data indicated that the City of Sheboygan had 24,037 persons 16 years and older who were employed, while the City of Sheboygan Falls had 4,097 persons employed who were 16 years of age and older, the Village of Kohler had 997 persons employed who were 16 years of age and older, and the Town of Sheboygan had 3,920 persons employed who were 16 years of age and older. Table 4.1 shows the distribution of employment by category in the Shoreline Metro service area. Manufacturing is the largest category of employment, representing over 11,600 employees in the Shoreline Metro service area, or 35.3 percent of total employment in the area. Other significant employment sectors include: educational services, health care and social assistance (nearly 5,700 employees, or 17.2 percent of total employment); retail trade (over 3,900 employees, or 11.9 percent of total employment); and arts, entertainment and recreation, and accommodation and food service (nearly 2,900 employees, or 8.7 percent of total employment). The construction, manufacturing and public administration sectors have decreased in employment since 2000, while the agricultural, forestry, fishing, hunting and mining sector and most of the service sector have increased modestly in employment since 2000. Wholesale and retail trade and the finance, insurance, real estate, rental and leasing sector have had relatively stable employment since 2000.

Table 4.1: Employment in the Shoreline Metro Service Area, 2013 – 2017 American Community Survey Estimates Survey

Employment Category	Number Employed	Percentage Employed
Agriculture, Forestry, Fishing and Hunting, and Mining	267	0.8%
Construction	1,030	3.1%
Manufacturing	11,651	35.3%
Wholesale Trade	587	1.8%
Retail Trade	3,943	11.9%
Transportation and Warehousing, and Utilities	886	2.7%
Information	290	0.9%
Finance and Insurance, and Real Estate and Rental and Leasing	1,820	5.5%
Professional, Scientific, and Management, and Administrative and Waste Management Services	1,984	6.0%
Educational Services, and Health Care and Social Assistance	5,699	17.2%
Arts, Entertainment, and Recreation, and Accommodation and Food Services	2,882	8.7%
Other Services, Except Public Administration	1,261	3.8%
Public Administration	751	2.3%
TOTAL	33,051	100.0%

Source: U.S. Bureau of the Census, 2013 – 2017 American Community Survey 5-Year Estimates (Table S2405: Industry by Occupation for the Civilian Employed Population 16 Years and Over); and Bay-Lake Regional Planning Commission, 2019.

Population And Households

Total Population Trends

The total population of the City of Sheboygan in 2010 was 49,288, which represented a 3.0 percent decrease from 2000. The total 2010 population for the City of Sheboygan Falls was 7,775, representing a 14.8 percent increase in population from 2000. The total 2010 population for the Village of Kohler was 2,120, representing a 10.1 percent increase in population from 2000. The total

population of the Town of Sheboygan in 2010 was 7,271, representing a 23.8 percent increase in population from 2000. The change in population from 2000 to 2010 in the Shoreline Metro service area represented a combined increase of 1.7 percent.

In addition, according to Wisconsin Department of Administration population estimates, the population of the transit service area is estimated to have increased by about 0.6 percent between 2010 and 2019. The City of Sheboygan is estimated to have decreased in population by about 1.2 percent over the period from 2010 to 2019, while the City of Sheboygan Falls is estimated to have increased in population by about 4.4 percent, the Village of Kohler is estimated to have decreased in population by about 1.2 percent, and the Town of Sheboygan is estimated to have increased in population by about 9.6 percent over this same period.

Table 4.2 shows the total population of the communities in the transit service area in 1990, 2000 and 2010 (according to the U.S. Bureau of the Census), as well as population estimates for 2019 (produced by the Wisconsin Department of Administration's Demographic Services Center). Table 4.2 also shows actual and estimated population changes for the transit service area and its communities from 1990 to 2000, 2000 to 2010, and from 2010 to 2019.

Table 4.2: Population in the Transit Service Area, 1990, 2000 and 2010 Census, 2019 Estimates

	Census			Estimate	Percent Change		
	1990	2000	2010	2019	1990 - 2000	2000 - 2010	2010 - 2019
City of Sheboygan	49,676	50,792	49,288	48,697	2.2%	-3.0%	-1.2%
City of Sheboygan Falls	5,823	6,772	7,775	8,115	16.3%	14.8%	4.4%
Village of Kohler	1,817	1,926	2,120	2,094	6.0%	10.1%	-1.2%
Town of Sheboygan	3,866	5,874	7,271	7,969	51.9%	23.8%	9.6%
Transit Service Area	61,182	65,364	66,454	66,875	6.8%	1.7%	0.6%

Source: U.S. Bureau of the Census, 1990, 2000 and 2010; Wisconsin Department of Administration, Official Population Estimates, 2019; and Bay-Lake Regional Planning Commission, 2019.

According to Table 4.3, Wisconsin Department of Administration population projections for the period from 2010 through 2040 indicate that the population of the City of Sheboygan is projected to decrease by 2.2 percent, while the population of the City of Sheboygan Falls is projected to increase by 29.1 percent, the population of the Village of Kohler is projected to increase by 16.5 percent, and the population of the Town of Sheboygan is projected to increase by 31.4 percent. The combined population of all four communities (the transit service area) is projected to increase by 5.7 percent between 2010 and 2040.

Table 4.3: Population Projections in the Transit Service Area, 2010 – 2040

	Census 1990	Census 2000	Census 2010	Projection 2015	Projection 2020	Projection 2025	Projection 2030	Projection 2035	Projection 2040	Number Change 2010 - 2040	Percent Change 2010 - 2040
City of Sheboygan	49,676	50,792	49,288	48,800	49,580	50,150	50,350	49,720	48,190	-1,098	-2.2%
City of Sheboygan Falls	5,823	6,772	7,775	8,015	8,565	9,085	9,575	9,900	10,040	2,265	29.1%
Village of Kohler	1,817	1,926	2,120	2,140	2,245	2,345	2,430	2,470	2,470	350	16.5%
Town of Sheboygan	3,866	5,874	7,271	7,545	8,085	8,600	9,075	9,405	9,555	2,284	31.4%
Transit Service Area	61,182	65,364	66,454	66,500	68,475	70,180	71,430	71,495	70,255	3,801	5.7%

Source: Wisconsin Department of Administration, Demographic Services Center, Wisconsin Minor Civil Division Projections, 2010 – 2040; and Bay-Lake Regional Planning Commission, 2019.

Racial Minority Population

Map 4.1 indicates the percentage of total population in each census block group in the Shoreline Metro service area which belongs to a minority racial category. These include Black or African American, American Indian and Alaska Native, Asian, Native Hawaiian and Other Pacific Islander, other non-Caucasian minority racial categories, and all persons of two or more races. As Map 4.1 indicates, the largest concentrations of individuals belonging to racial minority categories (30 percent of the population or greater) can be found in several block groups in the City of Sheboygan, including: one census block group immediately northwest of the central business district (5.3); one census block group further northwest of the central business district (5.1); and one census block group southwest of the central business district (8.1). Moderately high concentrations of individuals belonging to racial minority categories (20 to 29.999 percent of the population) can be found around the City of Sheboygan, including: two census block groups north of the central business district (2.01.1 and 2.01.2); two census block groups immediately south of the central business district (8.2 and 8.3); and one census block group on the far south side (10.4). The lowest numbers of individuals belonging to racial minority categories can generally be found in outlying portions of the City of Sheboygan as well as in the City of Sheboygan Falls and the Village of Kohler.

Population of Hispanic Origin

Map 4.2 indicates the percentage of population in each census block group in the Shoreline Metro service area which is of Hispanic origin. As Map 4.2 indicates, the largest concentrations of individuals of Hispanic origin (20 percent of the population or greater) can be found in two block groups in the City of Sheboygan, located immediately south and southwest of the central business district (8.1 and 8.2). Moderately high concentrations of individuals of Hispanic origin (15 to 19.999 percent of the population) can be found in several parts of the city of Sheboygan, including: one block group in the near north central portion of the city (2.01.1); three census block groups immediately west of the central business district (5.1, 5.2 and 5.3); and two census block groups on the near south and southwest side (8.3 and 9.1). The lowest numbers of individuals of Hispanic origin can generally be found in outlying portions of the City of Sheboygan as well as in the City of Sheboygan Falls and the Village of Kohler.

It is important to note that "minority racial category" and "Hispanic origin" are not mutually exclusive definitions, as there are Caucasian Hispanics as well as Hispanics who belong to several minority groups.

Transit Dependent Population and Households

Throughout the United States, transit system ridership is drawn in large part by the "transit dependent" population, which includes youth under the age of 16, the elderly (65 years of age and older), households with an income at or less than 80 percent of the county median household income, the mobility impaired, and members of households with zero or one available vehicles. Table 4.4 presents the 2010 population of youth under the age of 16 and persons 65 years of age and older by census block group in the Shoreline Metro service area. Table 4.5 presents the 2013 – 2017 American Community Survey (ACS) population of mobility impaired persons and individuals commuting by bus, as well as households at 80 percent or less of the county median household income, zero vehicle households and one vehicle households by census tract in the Shoreline Metro service area.

Maps 4.3 and 4.4 indicate the population under age 16 and the elderly population by census block group in 2010. Maps 4.5 and 4.6 indicate the mobility impaired population and the population commuting by bus by census tract according to the 2013 – 2017 ACS. Map 4.7 indicates the number of households at 80 percent or less of the county median household income by census tract according to the 2013 – 2017 ACS. Maps 4.8 and 4.9 indicate the number of zero vehicle and one vehicle households by census tract according to the 2013 – 2017 ACS. All of these maps portray information for the Cities of Sheboygan and Sheboygan Falls and the Village of Kohler, which constitute the transit system service area.

Population Under Age 16

Map 4.3 shows the population under the age of 16 in each census block group of the Shoreline Metro service area in 2010. In 2010, 21.4 percent of the service area population was under the age of 16. Large numbers of youth can be found in various census block groups scattered throughout the Shoreline Metro service area. Map 4.3 indicates that the largest concentrations of youth population (25 percent of the population or greater) can be found in twelve census block groups in the City of Sheboygan, including: two census block groups on the northeast side (1.1 and 1.2); two block groups on the near north side (2.01.1 and 2.01.2); one census block group on the northwest side (3.2); two census block groups immediately west of the central business district (5.1 and 5.3); and four census block groups located south and southwest of the central business district (8.1, 8.2, 8.3 and 9.1). In addition, large numbers of youth can be found in one census block group in the Village of Kohler (107.3).

Table 4.4: Youth and Elderly Populations, 2010: Shoreline Metro Service Area (By Census Block Group)

Census Tract	Block Group	Persons	Under 16		Elderly[1]	
			Number	Percentage	Number	Percentage
1	1	2,256	596	26.4%	217	9.6%
1	2	1,571	393	25.0%	237	15.1%
2.0	1	1,568	447	28.5%	95	6.1%
2.0	2	1,344	387	28.8%	89	6.6%
2.0	1	1,984	407	20.5%	432	21.8%
2.0	2	2,165	491	22.7%	213	9.8%
3	1	1,037	243	23.4%	138	13.3%
3	2	2,613	649	24.8%	276	10.6%
3	3	1,955	377	19.3%	369	18.9%
3	4	1,506	199	13.2%	520	34.5%
4	1	2,681	556	20.7%	475	17.7%
4	2	1,731	262	15.1%	443	25.6%
5	1	1,578	462	29.3%	99	6.3%
5	2	1,203	238	19.8%	270	22.4%
5	3	1,117	280	25.1%	111	9.9%
8	1	1,419	405	28.5%	91	6.4%
8	2	1,529	426	27.9%	107	7.0%
8	3	2,449	652	26.6%	218	8.9%
9	1	1,544	389	25.2%	140	9.1%
9	2	1,713	344	20.1%	244	14.2%
9	3	1,869	247	13.2%	288	15.4%
10	1	2,414	496	20.5%	451	18.7%
10	2	961	187	19.5%	193	20.1%
10	3	1,975	366	18.5%	354	17.9%
10	4	2,065	448	21.7%	281	13.6%
11	1	1,979	430	21.7%	259	13.1%
11	2	1,648	313	19.0%	290	17.6%
107	1	2,294	471	20.5%	277	12.1%
108	1	1,414	282	19.9%	168	11.9%
108	2	2,093	401	19.2%	315	15.1%
114	1	1,376	187	13.6%	354	25.7%
114	2	1,048	263	25.1%	101	9.6%
C. Sheboygan Total		**56,099**	**12,294**	**21.9%**	**8,115**	**14.5%**
106.0	1	2,247	440	19.6%	320	14.2%
106.0	2	1,284	247	19.2%	209	16.3%
106.0	3	2,063	427	20.7%	447	21.7%
106.0	1	2,573	451	17.5%	480	18.7%
106.0	2	1,220	243	19.9%	194	15.9%
109	1	1,297	199	15.3%	169	13.0%
109	2	1,911	261	13.7%	244	12.8%
C. Sheboygan Falls Total		**12,595**	**2,268**	**18.0%**	**2,063**	**16.4%**

Table 4.4: Youth and Elderly Populations, 2010: Shoreline Metro Service Area (By Census Block Group) (cont.)

Census Tract	Block Group	Persons	Under 16		Elderly[1]	
			Number	Percentage	Number	Percentage
107	2	3,443	784	22.8%	406	11.8%
107	3	2,465	627	25.4%	390	15.8%
V. Kohler Total		**5,908**	**1,411**	**23.9%**	**796**	**13.5%**
Service Area Total		**74,602**	**15,973**	**21.4%**	**10,974**	**14.7%**

[1]"Elderly" is defined as age 65 and older.

Source: U.S. Bureau of the Census, 2010 (Summary File 1, Tables P12 and P14); and Bay-Lake Regional Planning Commission, 2019.

Elderly Population

The elderly population is defined as those who are age 65 and older. Map 4.4 shows the elderly population in each census block group of the Shoreline Metro service area in 2010. In 2010, 14.7 percent of the service area population was considered elderly. Large numbers of elderly persons can be found in various census block groups scattered throughout the Shoreline Metro service area. Map 4.4 indicates that the largest concentrations of elderly population (25 percent of the total population or greater) can be found in three census block groups in the City of Sheboygan, including: one census block group on the northwest side (3.4); one census block group on the west side (4.2); and the census block group comprising the central business district (114.1). Additionally, moderately high concentrations of elderly persons (20 to 24.999 of the total population) can be found in four census block groups in the Shoreline Metro service area, including: three census block groups in the City of Sheboygan (2.02.1, 5.2, and 10.2); and one census block group in the City of Sheboygan Falls (106.01.3).

Mobility Impaired Population

The "mobility impaired" population is currently defined as persons age 5 and older who reported having an "ambulatory difficulty" in the 2013 – 2017 American Community Survey, adjusted for the population age 5 and older as a whole. This is different from the "mobility impaired population" definition in previous TDPs. Map 4.5 shows the mobility impaired population in each census tract of the Shoreline Metro service area. Nearly 4.9 percent of the service area population (of all ages) involved mobility impaired persons who were age 5 and older. Mobility impaired persons age 5 and older can be found in all census tracts within the Shoreline Metro service area. Map 4.5 indicates that the largest concentrations of mobility impaired population (8 percent of the total population or greater) can be found in two census tracts in the Shoreline Metro service area: one on the City of Sheboygan's west side (census tract 4); and one immediately west of downtown Sheboygan (census tract 5). Additionally, moderately high concentrations of mobility impaired individuals (6 to 7.999 percent) can be found in two census tracts in the Shoreline Metro service area, including: one census tract in and adjacent to the City of Sheboygan's central business district (114); and the census tract containing the southern portion of the City of Sheboygan Falls (106.01).

Population Commuting by Bus

The population commuting by bus is defined as workers age 16 and older who reported taking a bus or trolley to work in the 2013 – 2017 American Community Survey, adjusted for the working population age 16 and older as a whole. Map 4.6 shows the population reporting that it commuted by bus in each census tract of the Shoreline Metro service area in the 2013 – 2017 American Community Survey. Just over 0.2 percent of the service area population (of all ages)

involved workers age 16 and older commuting by bus. Map 4.6 indicates that persons who reported commuting by bus can be found in several census tracts throughout the Shoreline Metro service area. The most active census tracts in the transit service area for commuting by bus (0.6 percent to 0.999 percent of the total population) can be found in the two census tracts on the north side of the City of Sheboygan (census tracts 1 and 2.01). These census tract saw an estimated 26 and 19 people commuting by bus, respectively. Another active census tract for commuting by bus is census tract 109, which includes the southeastern portion of the City of Sheboygan Falls and the Town of Lima; this census tract had 24 people commuting by bus. Moderate concentrations of bus commuters (0.4 to 0.599 percent of the total population) can be found in two additional census tracts in the City of Sheboygan (census tracts 8 and 10); these census tracts had an estimated 21 and 30 people commuting by bus, respectively.

Table 4.5: Transit Dependent Population and Households, 2013 – 2017 American Community Survey, Shoreline Metro Service Area, by Census Tract

Census Tract	Persons	Households	Mobility Impaired[1]		Commute by Bus[2]		80% or Less of County MHI[3]		Zero Vehicle Households		One Vehicle Households	
			#	%	#	%	#	%	#	%	#	%
1	3,768	1,457	130	3.5%	26	0.7%	538	36.9%	67	4.6%	439	30.1%
2.0	2,837	989	124	4.4%	19	0.7%	503	50.9%	35	3.5%	403	40.7%
2.0	4,000	1,843	233	5.8%	0	0.0%	909	49.3%	203	11.0%	722	39.2%
3	7,116	2,917	280	3.9%	0	0.0%	1,114	38.2%	151	5.2%	1,151	39.5%
4	4,495	1,957	380	8.5%	0	0.0%	1,044	53.4%	325	16.6%	633	32.3%
5	3,507	1,761	363	10.4%	7	0.2%	1,245	70.7%	421	23.9%	796	45.2%
8	5,372	2,268	304	5.7%	21	0.4%	1,476	65.1%	233	10.3%	1,140	50.3%
9	4,945	2,191	226	4.6%	8	0.2%	1,102	50.3%	107	4.9%	877	40.0%
10	7,142	2,935	260	3.6%	30	0.4%	1,149	39.1%	159	5.4%	890	30.3%
11	3,728	1,628	184	4.9%	6	0.2%	687	42.2%	44	2.7%	728	44.7%
108	3,187	1,287	99	3.1%	0	0.0%	327	25.4%	0	0.0%	229	17.8%
114	2,677	1,259	169	6.3%	3	0.1%	661	52.5%	105	8.3%	690	54.8%
C. Sheboygan Total	**52,774**	**22,492**	**2,752**	**5.2%**	**120**	**0.2%**	**10,756**	**47.8%**	**1,850**	**8.2%**	**8,698**	**38.7%**
106.0	5,499	2,510	342	6.2%	0	0.0%	1,036	41.3%	179	7.1%	798	31.8%
106.0	3,869	1,781	226	5.8%	0	0.0%	684	38.4%	72	4.0%	631	35.4%
109	3,177	1,188	59	1.9%	24	0.8%	280	23.6%	13	0.4%	162	13.6%
C. Sheboygan Falls Total	**12,545**	**5,479**	**627**	**5.0%**	**24**	**0.2%**	**2,000**	**36.5%**	**264**	**4.8%**	**1,591**	**29.0%**
107	8,650	3,292	210	2.4%	7	0.1%	705	21.4%	82	2.5%	680	20.7%
V. Kohler Total	**8,650**	**3,292**	**210**	**2.4%**	**7**	**0.1%**	**705**	**21.4%**	**82**	**2.5%**	**680**	**20.7%**
Service Area Total	**73,969**	**31,263**	**3,589**	**4.9%**	**151**	**0.2%**	**13,460**	**43.1%**	**2,196**	**7.0%**	**10,969**	**35.1%**

[1]"Mobility impaired" is defined as persons age 5 and older that reported having an "ambulatory difficulty" in the 2013 - 2017 American Community Survey, adjusted for the population age 5 and older as a whole.

[2]"Commute by bus" is defined as workers age 16 and older that reported taking a bus or trolley bus to work in the 2013 - 2017 American Community Survey, adjusted for the working population age 16 and older as a whole.

[3]Obtained from the 2013 - 2017 American Community Survey 5-Year Estimates. Households with 80 percent and less of the county median household income (MHI). The MHI for Sheboygan County was $56,114 according to the 2013 - 2017 American Community Survey.

Source: Source: U.S. Bureau of the Census, 2013 - 2017 American Community Survey 5-Year Estimates (Tables B08201, B08301, B18105 and S1901; and Bay-Lake Regional Planning Commission, 2019.

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

Map 4.7 shows the percentage of households with 80 percent or less of the county median household income (MHI) in each census tract of the Shoreline Metro service area in the 2013 – 2017 American Community Survey. Concentrations of households with 80 percent or less of the county MHI can be found in census tracts around the Shoreline Metro service area. Eighty percent or less of the county's MHI (which was $56,114 in the 2013 – 2017 American Community Survey) is the definition of a "low-to-moderate income" household. Eighty percent of the county MHI in the 2013 – 2017 American Community Survey was $44,891. Therefore, Map 4.7 displays the percentage

of households which had a "low-to-moderate" household income in the 2013 – 2017 American Community Survey. According to the 2013 – 2017 American Community Survey, nearly 43.1 percent of households in the Shoreline Metro service area were at 80 percent or less of the county MHI.

Map 4.7 indicates that the largest concentrations of households at 80 percent or less of the county MHI (65 percent or more of all households) can be found in two census tracts in the City of Sheboygan, including: immediately west of the central business district (census tract 5); and immediately south and southwest of the central business district (census tract 8). Map 4.7 also indicates that four census tracts in the City of Sheboygan had moderately high concentrations of households at 80 percent or less of county MHI (between 50 and 64.999 percent of all households); these include: the central business district and area east of downtown (census tract 114); the near north central portion of the city (census tract 2.01); the west side (census tract 4); and the southwest side (census tract 9). In general, moderate concentrations of households at 80 percent or less of the county MHI (35 to 49.999 percent of all households) can be found in the remaining census tracts in the City of Sheboygan and in two of three census tracts in the City of Sheboygan Falls (106.01 and 106.02).

Zero Vehicle Households

Map 4.8 shows the percentage of zero vehicle households in the Shoreline Metro service area in the 2013 – 2017 American Community Survey. Concentrations of zero vehicle households can be found in the vast majority of the Shoreline Metro service area. According to the 2013 – 2017 American Community Survey, just over 7.0 percent of households in the service area had no vehicle. Map 4.8 indicates that the largest concentrations of zero vehicle households (20 percent of households or greater) can be found in census tract 5, immediately west of the City of Sheboygan's central business district. Census tract 5 had an especially large number of zero vehicle households (421 households, or nearly 24 percent of all households in that census tract). In addition, three census tracts in the City of Sheboygan had moderately high concentrations of zero vehicle households (10 to 19.999 percent of all households), including: one census tract immediately south and southwest of the central business district (8); one census tract comprising north central Sheboygan (2.02); and one census tract on the west side (4).

One Vehicle Households

Map 4.9 shows the percentage of one vehicle households in the Shoreline Metro service area in the 2013 – 2017 American Community Survey. Concentrations of one vehicle households can be found throughout the transit service area. According to the 2013 – 2017 American Community Survey, nearly 35.1 percent of households within the service area had only one vehicle. Map 4.9 indicates that the largest concentrations of one vehicle households (50 percent of all households or greater) can be found in two census tracts in the City of Sheboygan, including: the central business district and the area immediately east (census tract 114); and immediately south and southwest of the central business district (census tract 8). In addition, four census tracts in the City of Sheboygan had moderately high percentages of households with one vehicle (between 40 and 49.999 percent of all households), including: two census tracts west and northwest of the central business district (census tracts 2.01 and 5); one census tract on the southwest side (census tract 9); and one census tract on the south side along the lakeshore (census tract 11).

Potential Trip Generators

Map 4.10 indicates potential trip generators in the Shoreline Metro service area. These activity centers are distributed throughout the transit service area, and include: health care facilities; educational facilities (such as middle schools, high schools, and post-secondary educational

institutions); and shopping centers (including Sheboygan's central business district, Washington Square, Taylor Heights, Memorial Plaza, the Riverfront, Deer Trace, and downtown Sheboygan Falls, as well as "big box" stores and smaller shopping centers scattered throughout the service area). Also considered potential trip generators are governmental, social services and non-profit facilities (including post offices, libraries, the Sheboygan County Courthouse, the offices of municipal governments and of Sheboygan County government, RCS, the Sheboygan County YMCA, and the Sheboygan Senior Activity Center). Several entertainment and recreation facilities are considered major potential trip generators (including a movie theater, a bowling alley, the Boys' and Girls' Clubs, YMCAs, and the John Michael Kohler Arts Center). Finally, major employers, mobile home parks, major apartment complexes and major parks are also considered potential trip generators.

Notable destinations outside the transit service area include Lakeshore Technical College in Cleveland and Lakeland University just to the west of Howards Grove.

Map 4.10 only shows existing potential trip generators in 2020. Map 4.10 does not show potential trip generators that are likely to emerge over the period covered by the TDP. These include moving the City of Sheboygan Senior Activity Center from just east of downtown to the former Save A Lot supermarket on North 8th Street, as well as moving Aurora Sheboygan Memorial Medical Center from North Avenue to just south of the UW Green Bay – Sheboygan campus in the Village of Kohler. Both of these trip generators are expected to change location in 2022.

Land Use Patterns

Map 4.11 depicts land use in the Shoreline Metro service area in 2015. The overall density of residential development is quite low. The vast majority of residential development continues to be single-family or two-family housing. Multifamily residential areas and mobile home parks are less common, but do exist in concentration along Eisner Avenue on the north side of the City of Sheboygan, from downtown Sheboygan westward to the Sheboygan River, along portions of Union and Georgia Avenues, along South Business Drive/County Highway OK and Carmen Avenue on the south side of the City of Sheboygan, in the Sunnyside Townhouses and near the junction of South 12th Street and Weeden Creek Road on the south side of the City of Sheboygan, at the intersection of North 40th Street, Superior Avenue/County Highway O and Wilgus Road in the town of Sheboygan, along Forest Avenue in the City of Sheboygan Falls, and in various other scattered portions of the transit service area. Industrial and commercial development is located throughout the transit service area. Outdoor recreation and preserved natural areas cover a large amount of land throughout the transit service area, particularly along Lake Michigan and portions of the Sheboygan, Pigeon, Black, Onion, and Mullet Rivers.

Motor Vehicle Travel Patterns

Similar to other small urbanized areas in the United States, the vast majority of travel occurring in the Shoreline Metro service area is by private automobile. Therefore, an assessment of street and highway traffic volumes provides some understanding of the travel desires of the population as a whole. The most traveled streets and highways in the Shoreline Metro service area include portions of Interstate Highway 43 and State Highway 23 located within that service area.

The most traveled streets and highways in the Shoreline Metro service area also include the following thoroughfares in the City of Sheboygan:

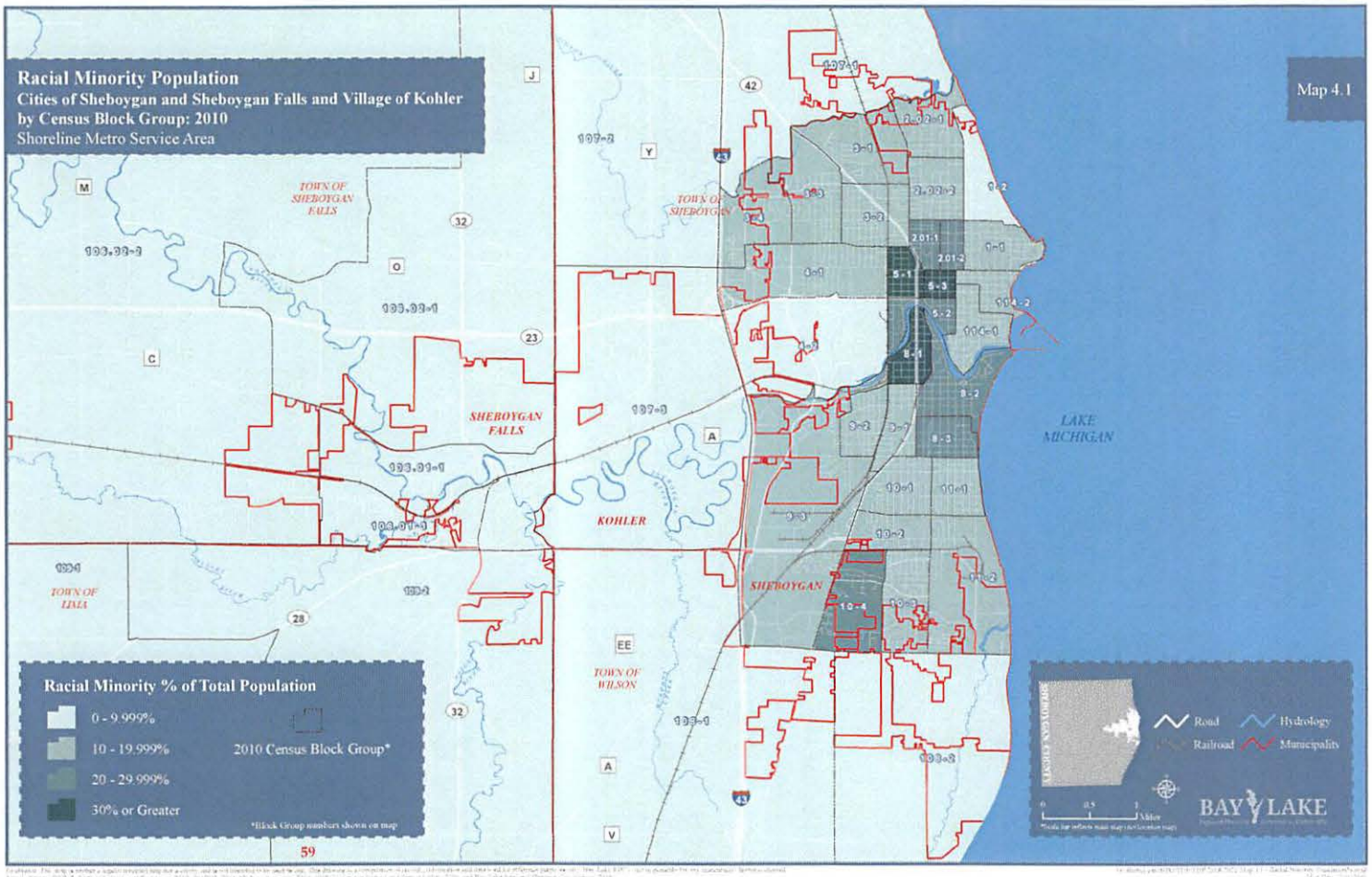
- State Highway 28/Washington Avenue from Interstate Highway 43 to South Business Drive;
- State Highway 28/South Business Drive from Washington Avenue to State Highway 23/Erie Avenue;

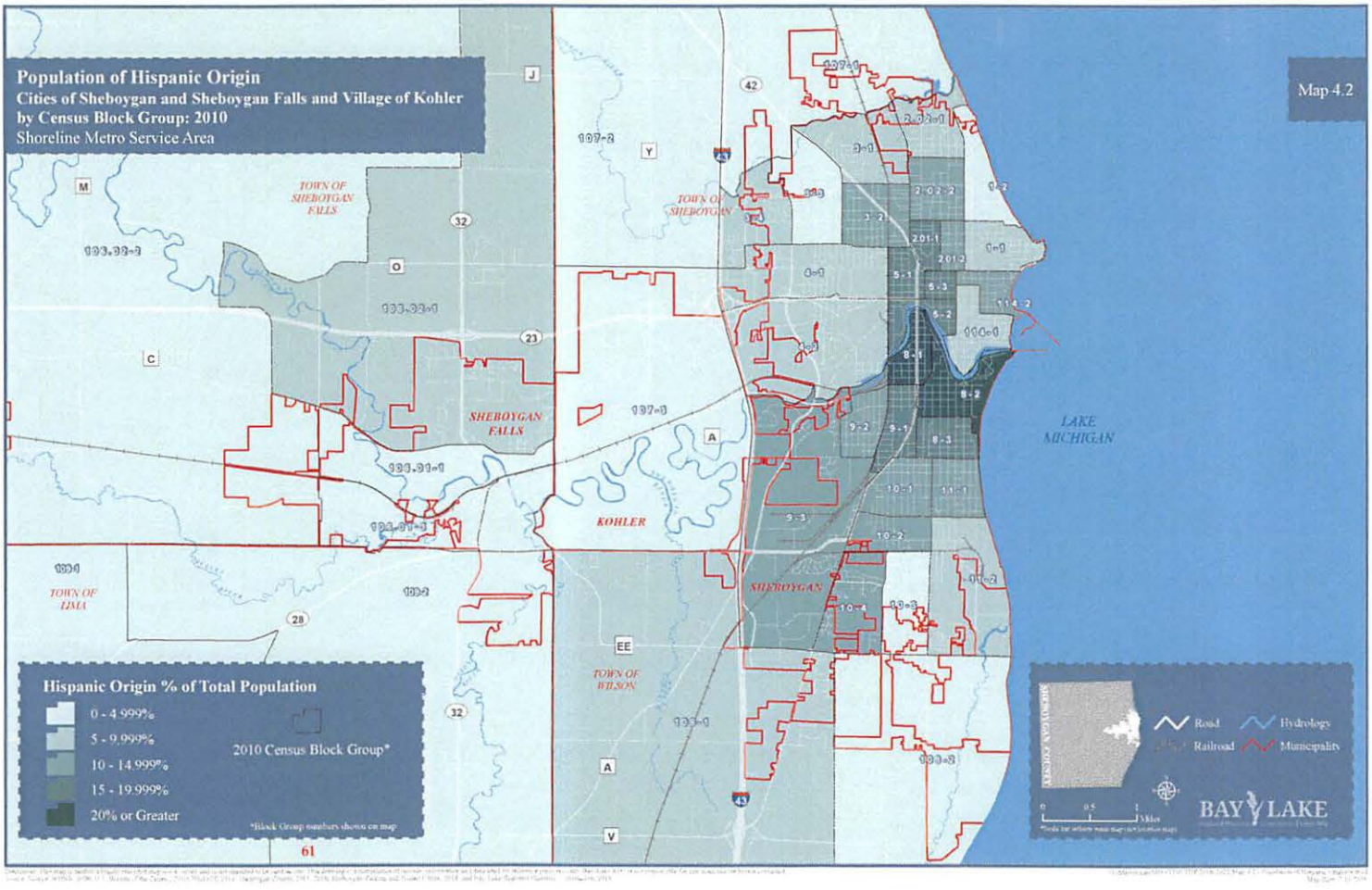
- State Highway 23 (Kohler Memorial Drive and Erie Avenue) from Interstate Highway 43 to State Highways 28/42 (North 14th Street);
- State Highway 42 from State Highway 23/Erie Avenue to Interstate Highway 43;
- Taylor Drive from Crocker Avenue to Superior Avenue;
- South 8th Street at the Sheboygan River bridge;
- Erie Avenue east of North 14th Street;
- Wilgus Avenue in the vicinity of Memorial Plaza;
- North Avenue east of State Highway 42/Calumet Drive; and
- Indiana Avenue from South Taylor Drive to South 8th Street.

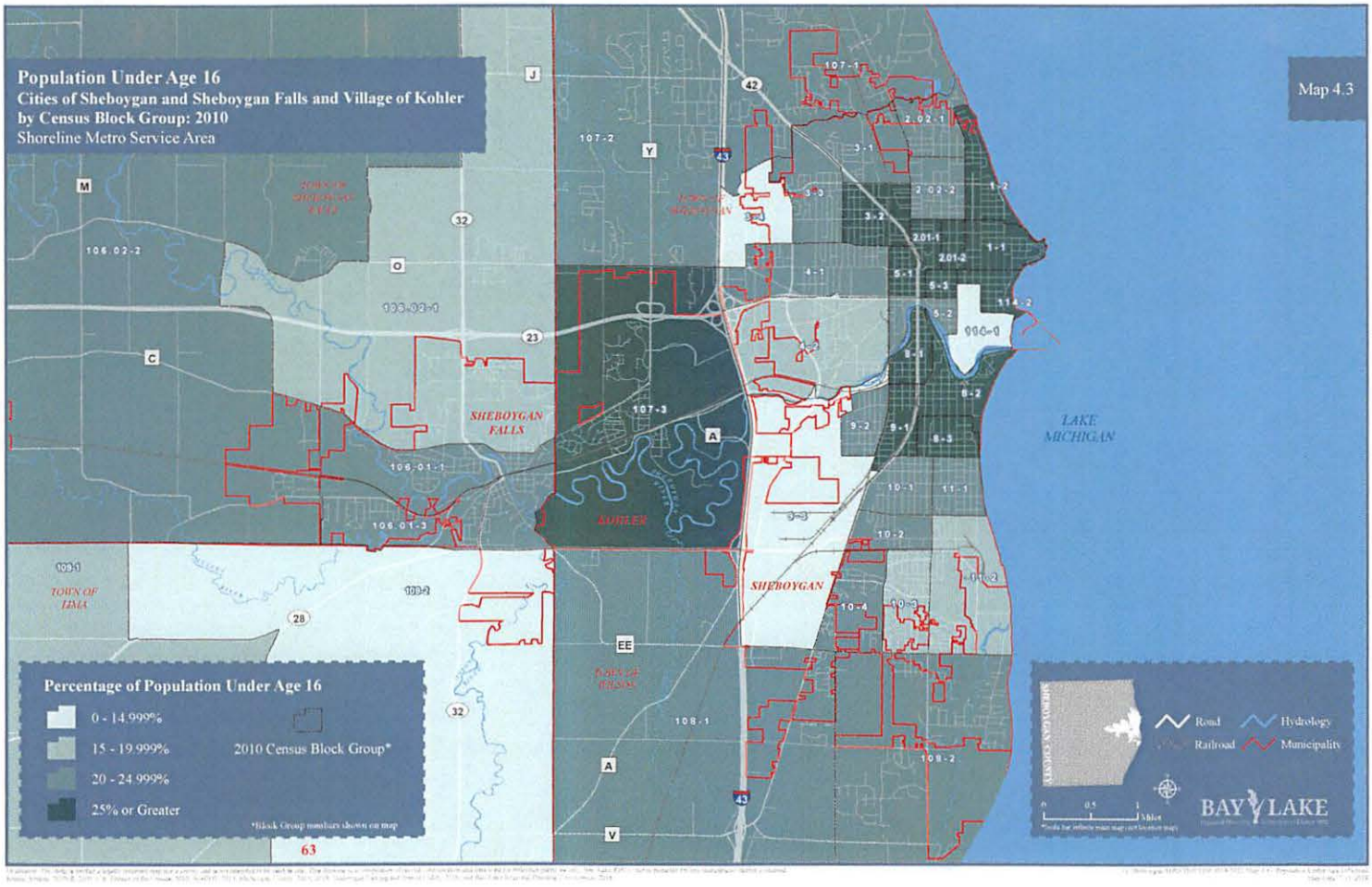
The most traveled streets and highways in the Shoreline Metro service area also include State Highway 32/Main Street south of State Highway 23 in the City of Sheboygan Falls, as well as Highland Drive from State Highway 23 to the Kohler Company Entrance in the Village of Kohler.

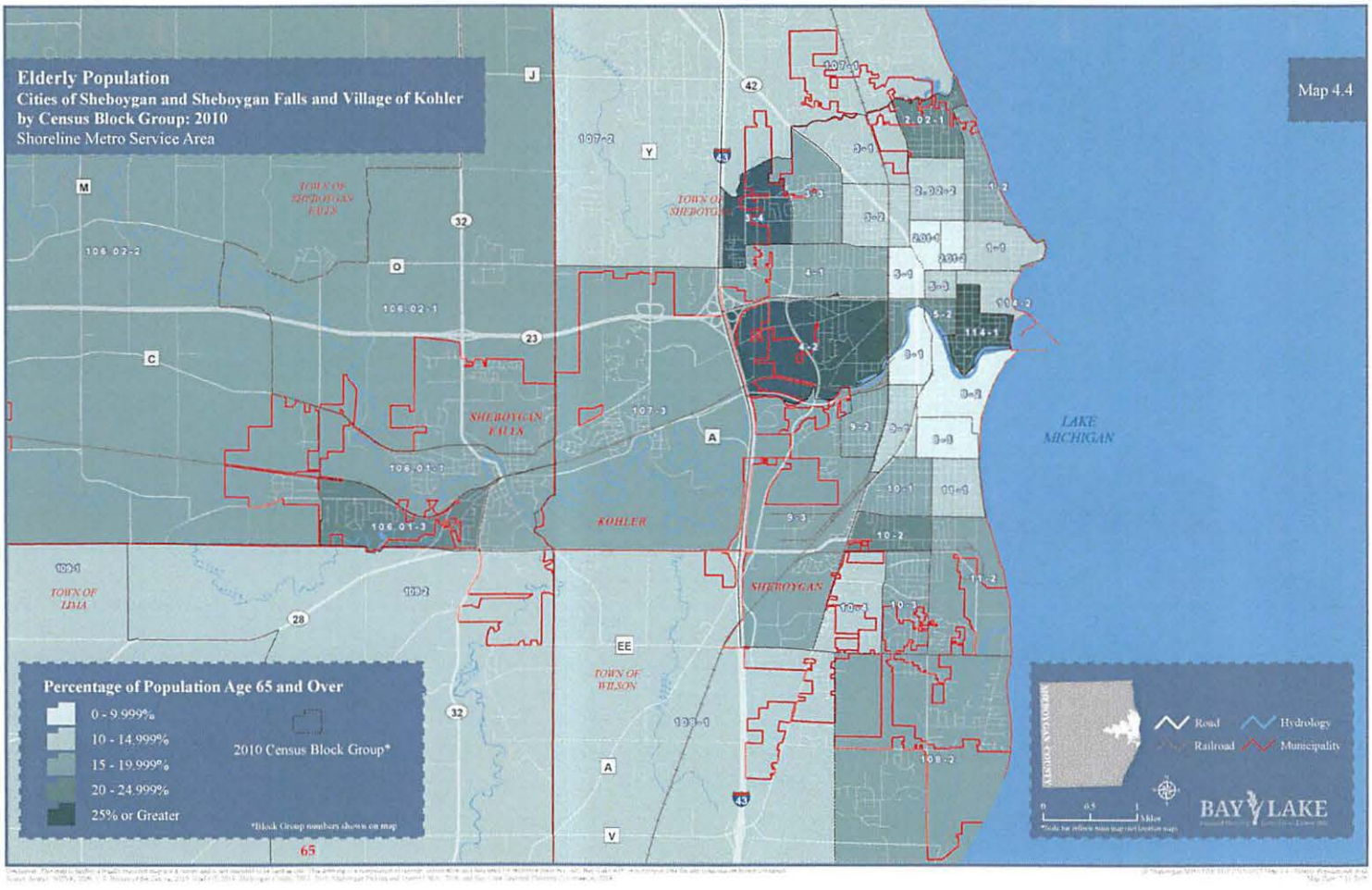
All of the above noted thoroughfares generally had annual average daily traffic levels in excess of 10,000 vehicles in 2017. Several additional minor arterial and collector facilities had annual average daily traffic levels between 5,000 and 10,000 vehicles in 2017.

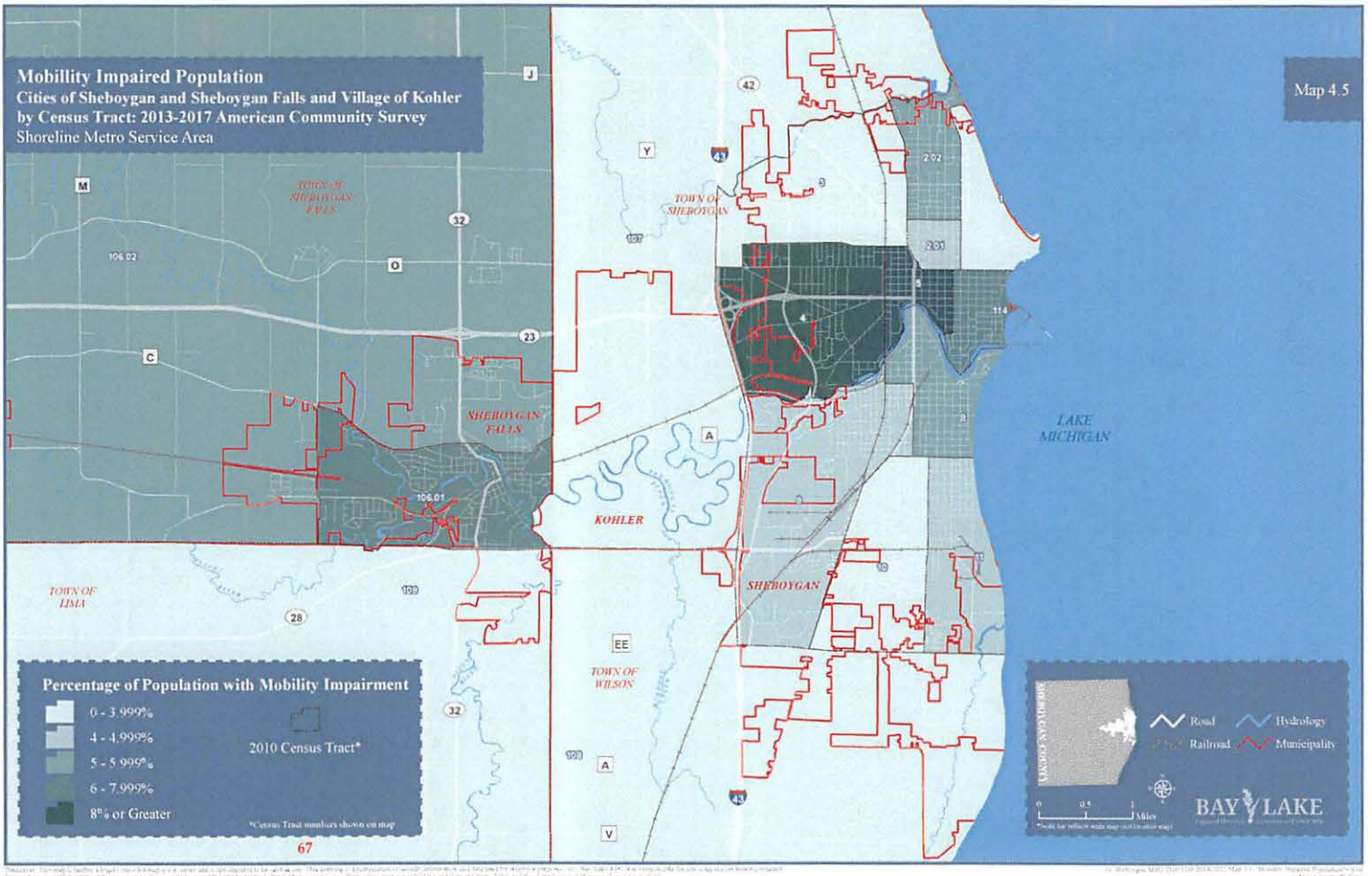
In general, street and highway congestion in the Shoreline Metro service area is not significant (in fact virtually nonexistent), and does not serve to substantially reduce the attractiveness of the private automobile. Similarly, parking availability and cost are not significant issues which would encourage the use of transit.

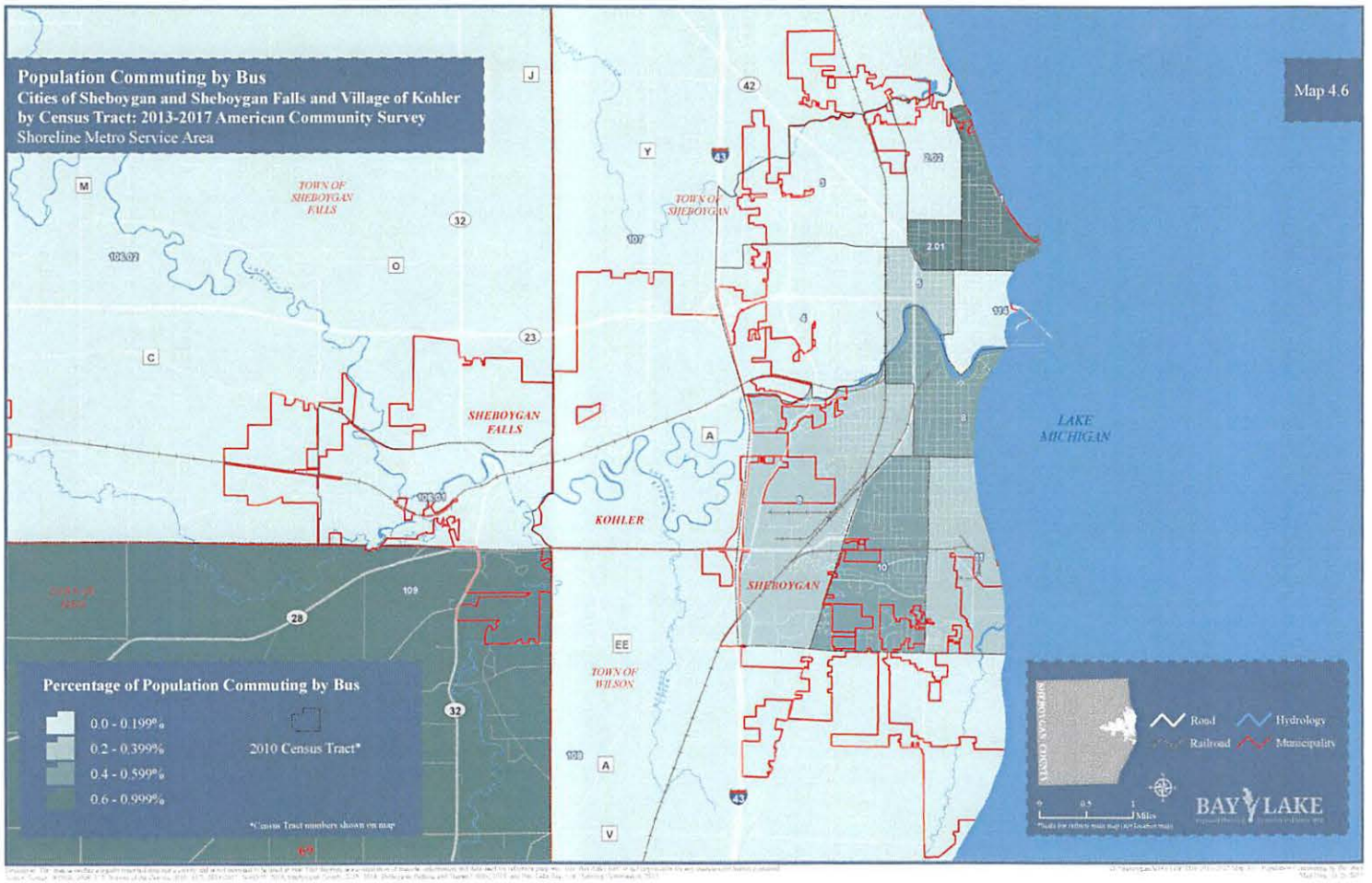

Racial Minority Population
Cities of Sheboygan and Sheboygan Falls and Village of Kohler
by Census Block Group: 2010
Shoreline Metro Service Area
Map 4.1
TOWN OF SHEBOYGAN FALLS
TOWN OF SHEBOYGAN
SHEBOYGAN FALLS
KOHLER
SHEBOYGAN
TOWN OF LIMA
TOWN OF WILSON
LAKE MICHIGAN
Racial Minority % of Total Population
0 - 9.999%
10 - 19.999%
20 - 29.999%
30% or Greater
2010 Census Block Group*
*Block Group numbers shown on map
Road
Railroad
Hydrology
Municipality
BAY LAKE
59

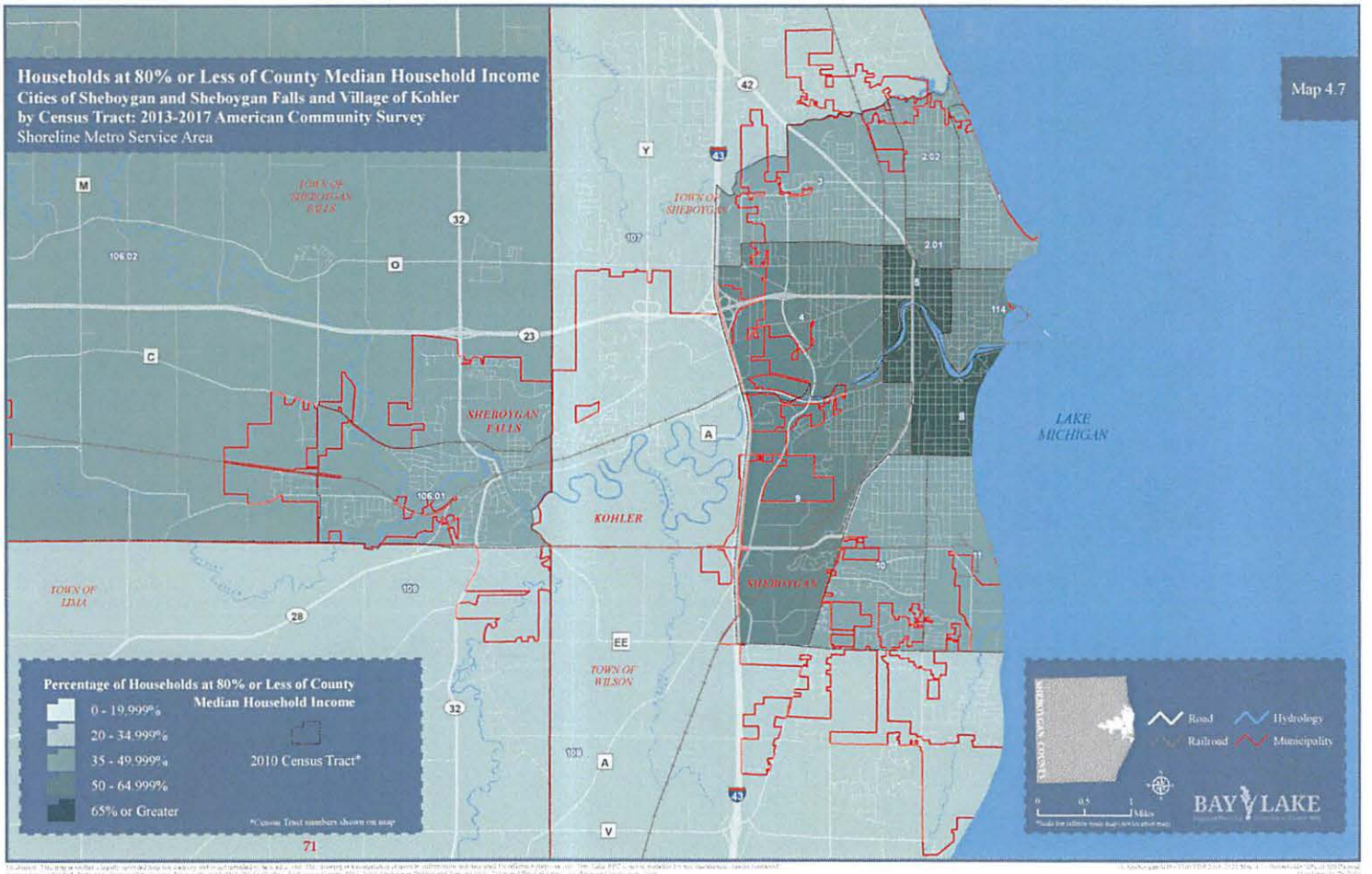

Population of Hispanic Origin
Cities of Sheboygan and Sheboygan Falls and Village of Kohler
by Census Block Group: 2010
Shoreline Metro Service Area
Map 4.2
TOWN OF SHEBOYGAN FALLS
TOWN OF SHEBOYGAN
SHEBOYGAN FALLS
KOHLER
SHEBOYGAN
TOWN OF LIMA
TOWN OF WILSON
LAKE MICHIGAN
Hispanic Origin % of Total Population
0 - 4.999%
5 - 9.999%
10 - 14.999%
15 - 19.999%
20% or Greater
2010 Census Block Group*
*Block Group numbers shown on map
Road
Railroad
Hydrology
Municipalits
BAY LAKE
61

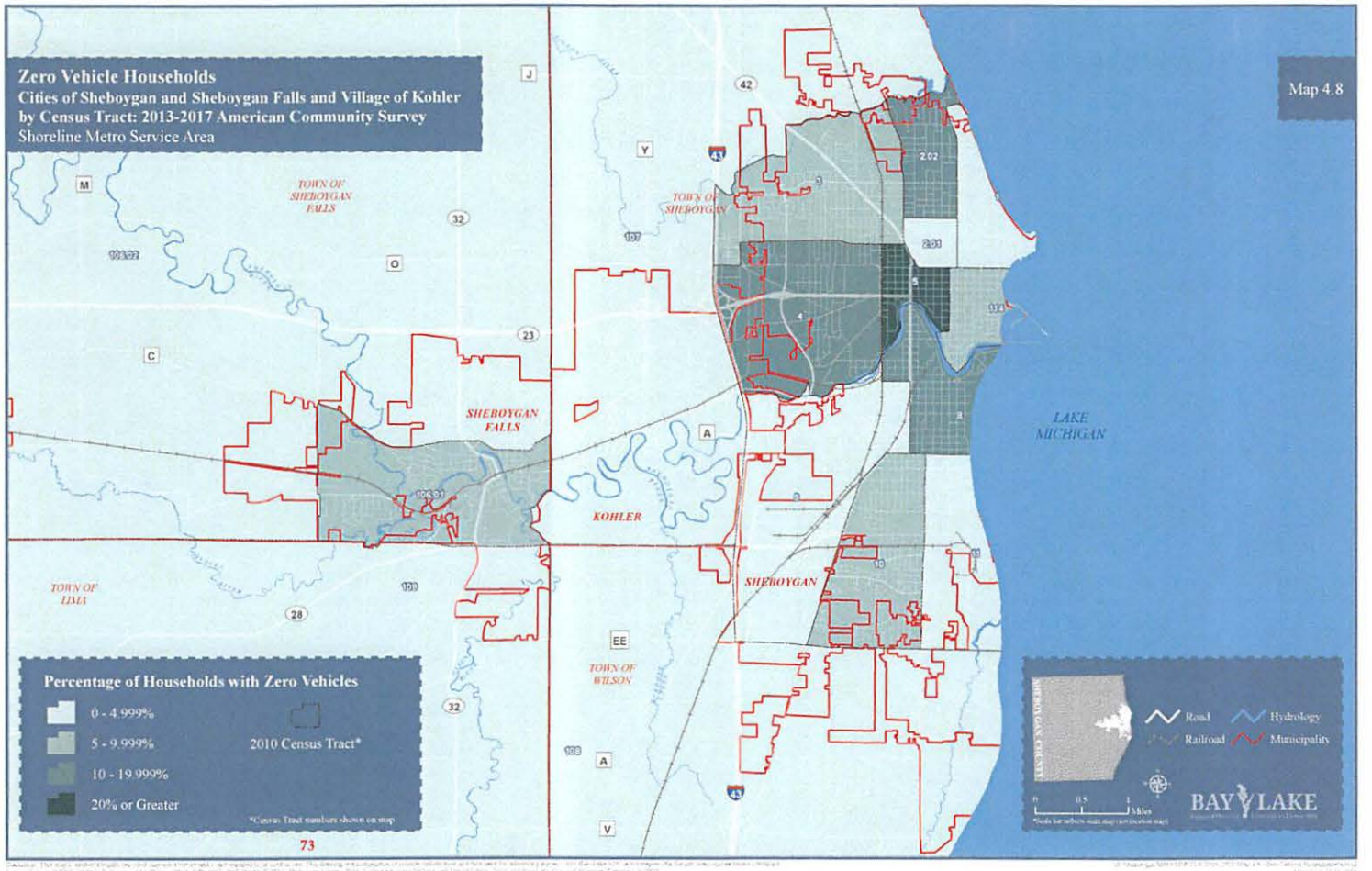

Population Under Age 16
Cities of Sheboygan and Sheboygan Falls and Village of Kohler
by Census Block Group: 2010
Shoreline Metro Service Area
Map 4.3
SHEBOYGAN FALLS
KOHLER
SHEBOYGAN
LAKE MICHIGAN
TOWN OF LIMA
Percentage of Population Under Age 16
0 - 14.999%
15 - 19.999%
20 - 24.999%
25% or Greater
2010 Census Block Group*
*Block Group numbers shown on map
Road
Railroad
Hydrology
Municipality
BAY LAKE
63

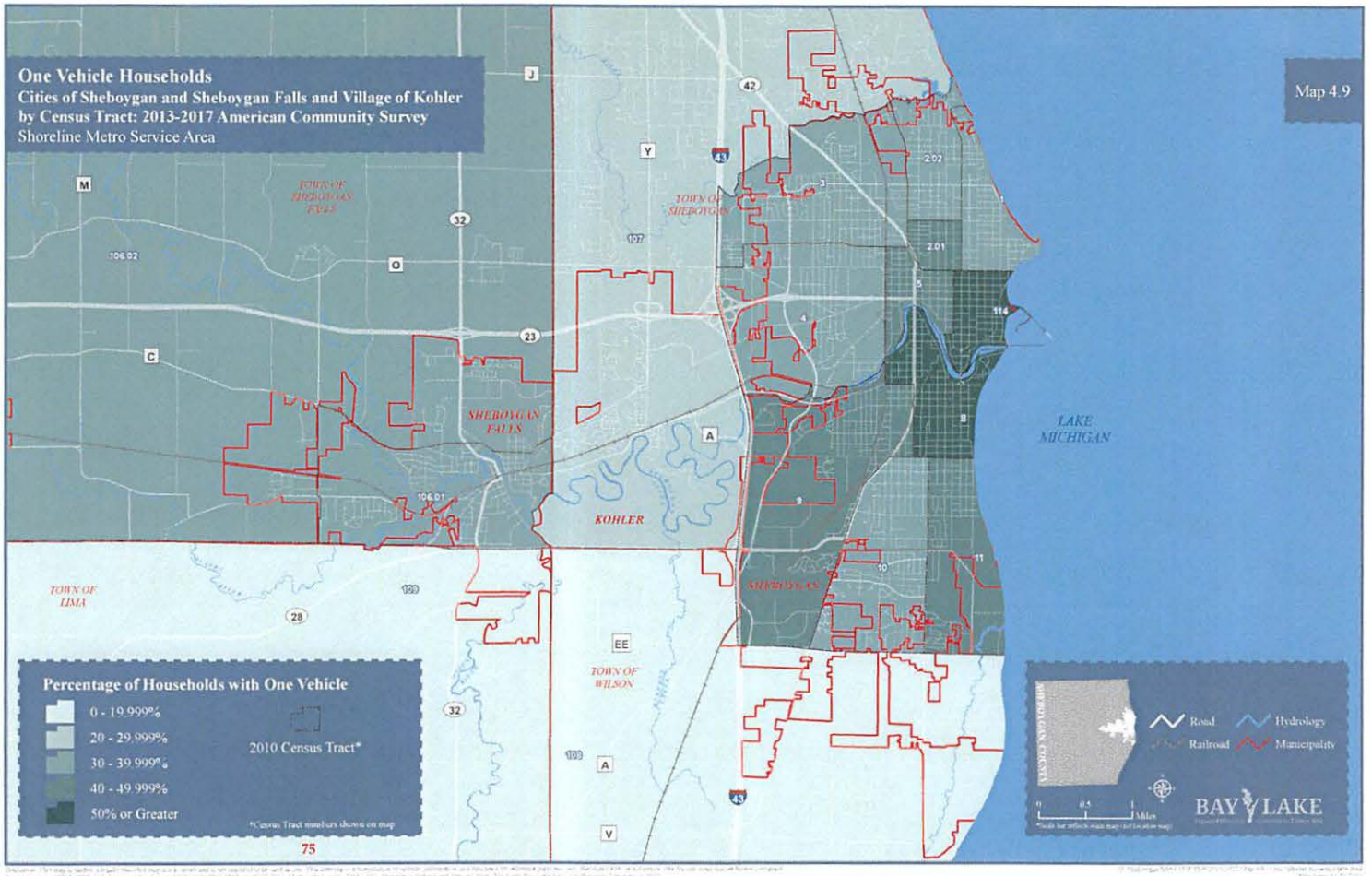

Elderly Population
Cities of Sheboygan and Sheboygan Falls and Village of Kohler
by Census Block Group: 2010
Shoreline Metro Service Area
Map 4.4
TOWN OF SHEBOYGAN FALLS
TOWN OF SHEBOYGAN
SHEBOYGAN FALLS
KOHLER
SHEBOYGAN
TOWN OF LIMA
TOWN OF WILSON
LAKE MICHIGAN
106.02-2
106.02-1
106.01-1
106.01-3
107-2
107-3
107-1
108-1
108-2
114-1
114-2
Percentage of Population Age 65 and Over
0 - 9.999%
10 - 14.999%
15 - 19.999%
20 - 24.999%
25% or Greater
2010 Census Block Group*
*Block Group numbers shown on map
Road
Railroad
Hydrology
Municipality
SHEBOYGAN COUNTY
Miles
BAY LAKE
65

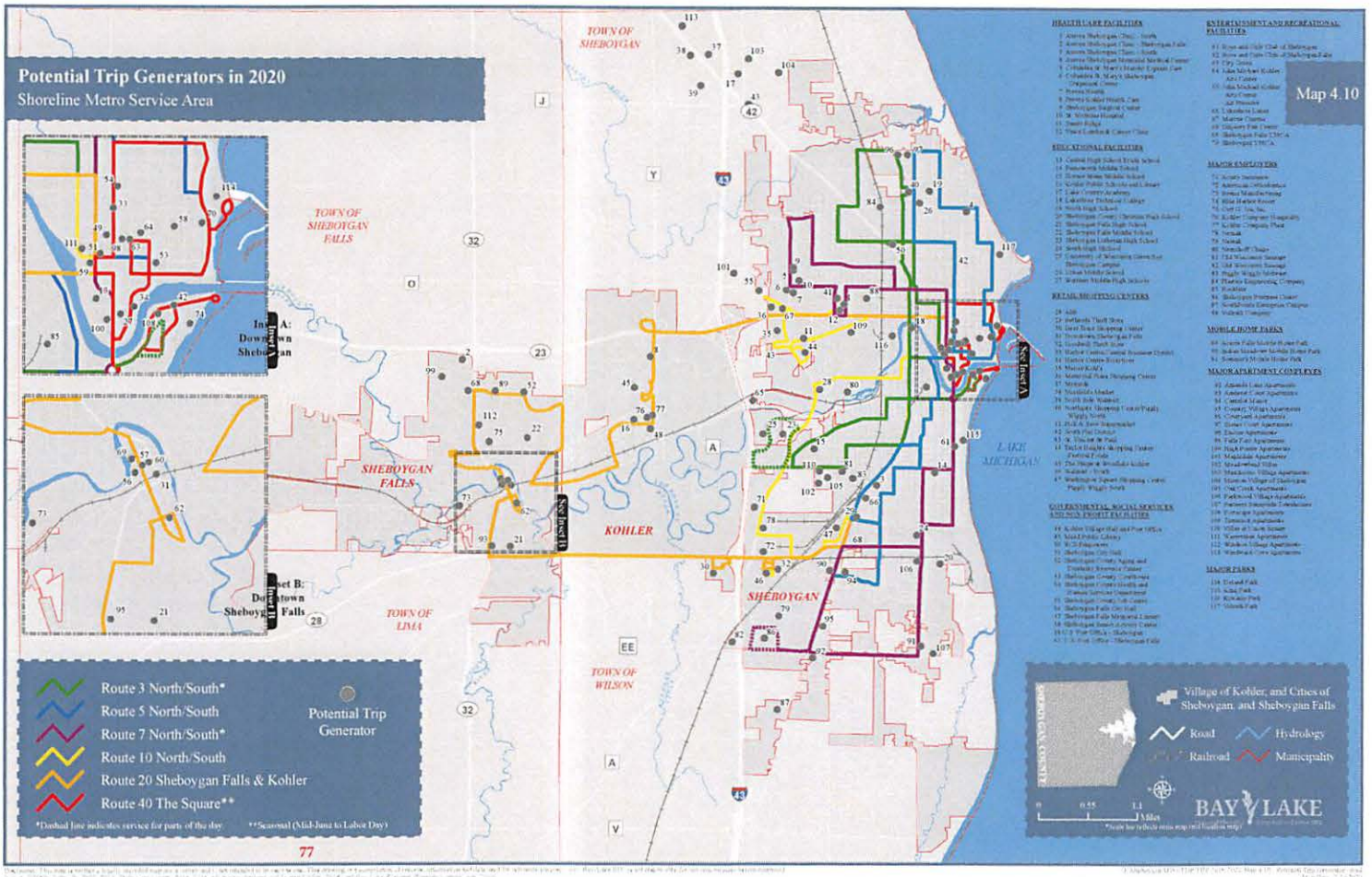

Mobility Impaired Population
Cities of Sheboygan and Sheboygan Falls and Village of Kohler
by Census Tract: 2013-2017 American Community Survey
Shoreline Metro Service Area
Map 4.5
TOWN OF SHEBOYGAN FALLS
TOWN OF SHEBOYGAN
SHEBOYGAN FALLS
KOHLER
SHEBOYGAN
TOWN OF LIMA
TOWN OF WILSON
LAKE MICHIGAN
106.02
106.01
202
203
114
Percentage of Population with Mobility Impairment
0 - 3.999%
4 - 4.999%
5 - 5.999%
6 - 7.999%
8% or Greater
2010 Census Tract*
*Census Tract numbers shown on map
Road
Hydrology
Railroad
Municipality
Miles
BAY LAKE

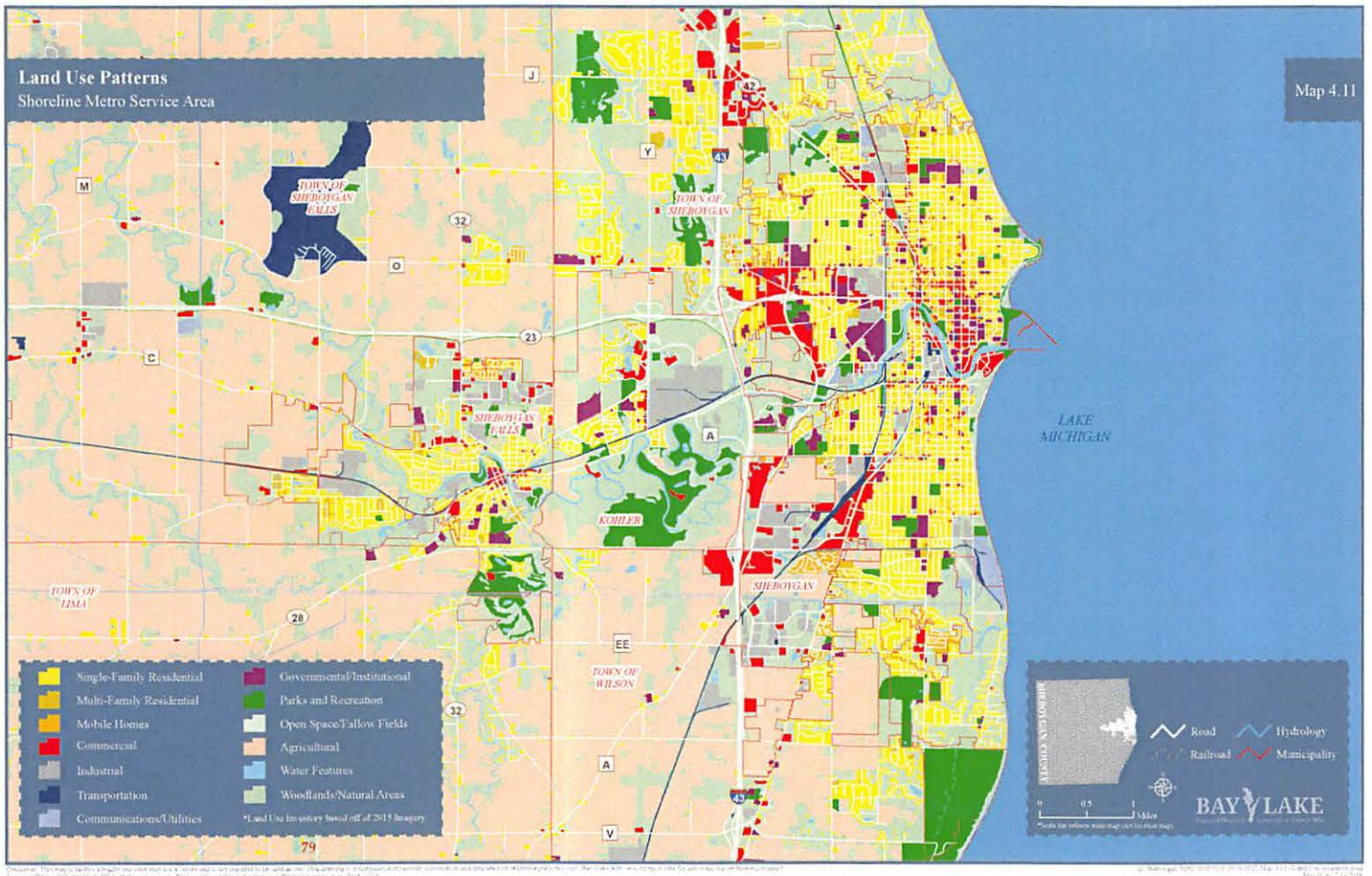

Population Commuting by Bus
Cities of Sheboygan and Sheboygan Falls and Village of Kohler
by Census Tract: 2013-2017 American Community Survey
Shoreline Metro Service Area
Map 4.6
TOWN OF SHEBOYGAN FALLS
TOWN OF SHEBOYGAN
SHEBOYGAN FALLS
KOHLER
SHEBOYGAN
TOWN OF WILSON
LAKE MICHIGAN
Percentage of Population Commuting by Bus
0.0 - 0.199%
0.2 - 0.399%
0.4 - 0.599%
0.6 - 0.999%
2010 Census Tract*
*Census Tract numbers shown on map
SHEBOYGAN COUNTY
Road
Railroad
Hydrology
Municipality
Miles
BAY LAKE


Households at 80% or Less of County Median Household Income
Cities of Sheboygan and Sheboygan Falls and Village of Kohler
by Census Tract: 2013-2017 American Community Survey
Shoreline Metro Service Area
Map 4.7
TOWN OF SHEBOYGAN FALLS
TOWN OF SHEBOYGAN
SHEBOYGAN FALLS
KOHLER
SHEBOYGAN
TOWN OF LIMA
TOWN OF WILSON
LAKE MICHIGAN
106.02
106.01
2.02
2.01
114
Percentage of Households at 80% or Less of County Median Household Income
0 - 19.999%
20 - 34.999%
35 - 49.999%
50 - 64.999%
65% or Greater
2010 Census Tract*
*Census Tract numbers shown on map
Road
Railroad
Hydrology
Municipality
SHEBOYGAN COUNTY
BAY LAKE


Zero Vehicle Households
Cities of Sheboygan and Sheboygan Falls and Village of Kohler
by Census Tract: 2013-2017 American Community Survey
Shoreline Metro Service Area
Map 4.8
TOWN OF SHEBOYGAN FALLS
TOWN OF SHEBOYGAN
SHEBOYGAN FALLS
KOHLER
SHEBOYGAN
TOWN OF LIMA
TOWN OF WILSON
LAKE MICHIGAN
Percentage of Households with Zero Vehicles
0 - 4.999%
5 - 9.999%
10 - 19.999%
20% or Greater
2010 Census Tract*
*Census Tract numbers shown on map
Road
Railroad
Hydrology
Municipality
BAY LAKE


One Vehicle Households
Cities of Sheboygan and Sheboygan Falls and Village of Kohler
by Census Tract: 2013-2017 American Community Survey
Shoreline Metro Service Area
Map 4.9
TOWN OF SHEBOYGAN FALLS
TOWN OF SHEBOYGAN
SHEBOYGAN FALLS
KOHLER
SHEBOYGAN
TOWN OF LIMA
TOWN OF WILSON
LAKE MICHIGAN
106.02
106.01
107
2.02
2.01
114
Percentage of Households with One Vehicle
0 - 19.999%
20 - 29.999%
30 - 39.999%
40 - 49.999%
50% or Greater
2010 Census Tract*
*Census Tract numbers shown on map
Road
Railroad
Hydrology
Municipality
SHEBOYGAN COUNTY
Miles
BAY LAKE


Potential Trip Generators in 2020
Shoreline Metro Service Area
Map 4.10
TOWN OF SHEBOYGAN
TOWN OF SHEBOYGAN FALLS
SHEBOYGAN FALLS
KOHLER
SHEBOYGAN
TOWN OF LIMA
TOWN OF WILSON
LAKE MICHIGAN
Inset A: Downtown Sheboygan
Inset B: Downtown Sheboygan Falls
Route 3 North/South*
Route 5 North/South
Route 7 North/South*
Route 10 North/South
Route 20 Sheboygan Falls & Kohler
Route 40 The Square**
Potential Trip Generator
*Dashed line indicates service for parts of the day
**Seasonal (Mid-June to Labor Day)
HEALTH CARE FACILITIES
EDUCATIONAL FACILITIES
RETAIL SHOPPING CENTERS
GOVERNMENTAL, SOCIAL SERVICES AND NON-PROFIT FACILITIES
ENTERTAINMENT AND RECREATIONAL FACILITIES
MAJOR EMPLOYERS
MOBILE HOME PARKS
MAJOR APARTMENT COMPLEXES
MAJOR PARKS
Village of Kohler, and Cities of Sheboygan, and Sheboygan Falls
Road
Railroad
Hydrology
Municipality
SHEBOYGAN COUNTY
0 0.55 1.1 2 Miles
BAY LAKE


Land Use Patterns
Shoreline Metro Service Area
Map 4.11
TOWN OF SHEBOYGAN FALLS
TOWN OF SHEBOYGAN
SHEBOYGAN FALLS
KOHLER
SHEBOYGAN
TOWN OF LIMA
TOWN OF WILSON
LAKE MICHIGAN
J
Y
M
O
C
A
EE
V
32
23
28
42
43
Single-Family Residential
Multi-Family Residential
Mobile Homes
Commercial
Industrial
Transportation
Communications/Utilities
Governmental/Institutional
Parks and Recreation
Open Space/Fallow Fields
Agricultural
Water Features
Woodlands/Natural Areas
*Land Use Inventory based off of 2015 Imagery
Road
Railroad
Hydrology
Municipality
0
0.5
1
Miles
BAY LAKE
79

Chapter 5: Ridership Opinion

Introduction

A survey was jointly administered by Shoreline Metro staff and by the Bay-Lake Regional Planning Commission to assess ridership opinion concerning Shoreline Metro transit services. The first section of this report discusses findings from the 2020 passenger opinion survey. The second section of this report compares the results of the 2020 passenger opinion survey to previous passenger opinion surveys; all of these previous surveys were conducted by the Bay-Lake Regional Planning Commission.

2020 On-Board & Online Ridership Opinion Survey

Methodology

The ridership opinion survey was conducted to gather data from users of Shoreline Metro. The survey was conducted on Thursday, January 23, 2020, both using traditional paper copies onboard buses and online using a Google Forms survey. The online survey was made available on the same day that the on-board surveys were conducted; online responses were accepted until the morning of Monday, February 10, 2020. Shoreline Metro staff administered paper copies of the survey onboard buses. Bay-Lake Regional Planning Commission staff administered the online survey, which Shoreline Metro marketed using a clickable pop-up link on the Shoreline Metro website and on posts from the Shoreline Metro Facebook page. These posts were boosted twice: once at the beginning of the online survey period, and once in early February.

Riders on all regular (non-school tripper) transit routes were surveyed for the span of one day of typical weekday service. Wednesdays were ruled out, because Sheboygan Area School District (SASD) students are released early on this day, which influences the timing and duration of peak times.

The objectives of the survey were to identify the profile of existing transit users, to determine how current users rate Shoreline Metro, and to determine how various factors would influence riders' use of the transit system. A total of 228 questionnaires was collected, including 123 paper copies and 105 online responses. One online questionnaire was removed from the sample because several questions were answered in a joking and vulgar manner. This removal brought the total usable questionnaires to 227.

The questionnaire for the ridership opinion survey was designed to rate Shoreline Metro on eleven attributes of transit service. The attributes included: (1) riding comfort of buses; (2) interior and exterior cleanliness of buses; (3) timeliness of buses; (4) courtesy of drivers; (5) ease of understanding bus routes; (6) cost of service; (7) the time it takes to reach one's destination using bus service; (8) passenger safety; (9) hours of service; (10) the Bus Buddy program; and (11) modern amenities, such as the Bus Tracker app, social media presence, and onboard USB chargers.

Attributes 1 through 9 were also measured on previous passenger opinion surveys, making direct comparisons possible. Attributes 10 and 11 appeared on the passenger opinion survey for the first time in 2020.

The paper copy passenger opinion survey consisted of 18 questions, with a free response section at the end. These questions were designed to be brief and easily completed in a short period of time. The survey was presented to riders as a single two-sided sheet, and alternative formats of the survey were available in large print for the visually impaired as well as in Spanish. First-time riders

were asked to complete the entire questionnaire, while repeat riders were asked to complete only the first two questions of the survey.

The online passenger opinion survey contained all the same questions as the paper version. Just as with the paper version, first-time riders were asked to complete the entire questionnaire, while repeat riders were asked to complete only the first two questions and submit their responses.

Paper copies were entered online into the Google Forms survey by Bay-Lake staff to merge the two datasets. A note indicating "paper copy" in the free response question allowed staff to determine how each questionnaire was administered.

Characteristics of Transit Riders

Trip Purpose

The most common trip purposes were: work related (106 responses, or 47.3 percent); shopping (103 responses, or 46.0 percent); medical (80 responses, or 35.7 percent) and personal business (59 responses, or 26.3 percent). Other common trip purposes were: school (49 responses, or 21.9 percent) and social/recreational (43 responses, or 19.2 percent). Some 16 respondents (or 7.1 percent of all respondents) listed a human service agency visit as their trip purpose, while only 10 respondents (or 4.5 percent of all respondents) listed "other" as their trip purpose. Some responses in the "other" category could reasonably be assigned to existing categories, but this was not done so as not to change existing results. Percentages in this category added to over 100 percent because respondents were encouraged to check all responses that applied, and some individuals had multiple purpose trips. Some 224 respondents answered this question, for a 98.7 percent response rate.

Method of Travel if the Bus Were Not Available

Respondents were asked how they would get to their destinations if the bus were not available. Some 67 respondents (30.2 percent) stated that they would walk to their destinations if the bus were not available. Another 44 respondents (19.8 percent) indicated that they would ride as a passenger in someone's vehicle if transit service were not available. Another 42 respondents (18.9 percent) stated that they would not make their trip if transit service were not available. Another 37 respondents (16.7 percent) indicated that they would utilize taxi service if transit service were not available. In addition, 12 respondents (5.4 percent) stated that they would travel by bicycle to their destinations if transit service were not available. Some 11 respondents (5.0 percent) noted that they would drive a vehicle to their destinations if transit service were not available. Finally, nine respondents (4.1 percent) gave other responses to this question. Percentages in this category added to slightly over 100 percent because respondents were encouraged to check all responses that applied, and some individuals had more than one travel option if the bus were not available. Some 222 respondents answered this question, for a 97.8 percent response rate.

Frequency of Ridership

The highest percentage of respondents (40.2 percent) rode Shoreline Metro 3 to 6 times per week, with 22.8 percent riding more than 10 times per week, and with 18.8 percent riding 7 to 10 times per week. Some 13.8 percent of respondents rode Shoreline Metro 1 to 2 times per week, and only about 4.5 percent of respondents rode Shoreline Metro less than once per week. Some 224 respondents answered this question, for a 98.7 percent response rate.

Residential Distance from Nearest Bus Stop

Some 51.1 percent of the respondents stated that they lived within one block of a Shoreline Metro bus stop, with 81.1 percent of the respondents living within three blocks of a Shoreline Metro bus

stop, the traditional service area standard. Some 7.1 percent of respondents lived 4 to 5 blocks from a Shoreline Metro bus stop, and 11.7 percent lived 6 or more blocks from a Shoreline Metro bus stop. Some 223 respondents answered this question, for a 98.2 percent response rate.

Availability of Public Transportation as a Factor in Choice of Housing Location

Some 56.2 percent of the respondents stated that the availability of public transportation was a factor in where they chose to reside. Some 219 respondents answered this question, for a 96.5 percent response rate.

Possession of Driver's License

Some 75.2 percent of the respondents did not possess a driver's license. Some 222 respondents answered this question, for a 97.8 percent response rate.

Vehicle Availability for This Trip

Some 91.4 percent of the respondents did not have a personal vehicle available for the transit trip which they were making. Some 220 respondents answered this question, for a 96.9 percent response rate.

Number of Vehicles in Household

Some 52.9 percent of the respondents had no vehicle in their household, with an additional 29.1 percent of respondents having only one vehicle in their household. Some 223 respondents answered this question, for a 98.2 percent response rate.

Disability Which Impacts Use of Transit Service

Approximately 12.3 percent of the respondents stated that they had some type of disability which impacted their use of transit service. Some 219 respondents answered this question, for a 96.5 percent response rate.

Gender of Respondents

The majority of respondents were female (56.8 percent), while males comprised 38.3 percent of respondents. The remainder preferred not to say or stated a different gender identity. Some 206 respondents answered this question, for a 90.7 percent response rate.

Age of Respondents

Some 14.5 percent of respondents were under 18 years of age; of these, 6.8 percent were under age 16, while 7.7 percent were age 16 or 17. Other frequent age categories among respondents included: 18 to 24 (13.5 percent); 25 to 34 (13.5 percent); 35 to 44 (15.5 percent); and 45 to 54 (14.5 percent). Only 11.1 percent of respondents were 65 or older. Some 207 respondents answered this question, for a 91.2 percent response rate.

Ethnic Background of Respondents

Some 80.7 percent of respondents were Caucasian, 12.4 percent were African American, 5.9 percent were Hispanic/Latino, 4.5 percent were Native American, 2.5 percent were Asian, and 1.0 percent were of "other" ethnic background. Percentages in this category added to over 100 percent because respondents were encouraged to check all responses that applied, and some individuals had more than one ethnic background. Some 202 respondents answered this question, for an 89.0 percent response rate.

Number of Persons in Household

Some 31.1 percent of respondents resided in a one person household, while an additional 21.8 percent of respondents lived in a two person household. In addition, some 14.1 percent of respondents resided in a three person household, while another 11.2 percent of respondents had four persons in their household. Finally, 21.8 percent of respondents had five or more persons in their household. Some 206 respondents answered this question, for a 90.7 percent response rate.

Occupational Status of Respondents

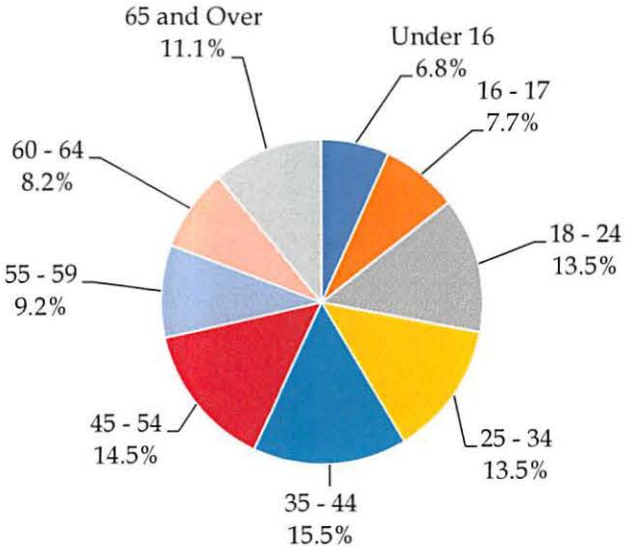
Some 30.2 percent of respondents stated that they were employed full-time. Another 28.2 percent of respondents indicated that they were employed part-time. Some 14.9 percent of respondents noted that they were unemployed, with another 16.8 percent of respondents reporting that they were retired, and 13.4 percent of respondents indicating that they were students. An additional 3.5 percent of respondents commented that they were homemakers. Some 0.5 percent of respondents stated that they were temporary laid off. Finally, 6.5 percent of respondents indicated "other" as their employment status, with "disabled" or a variant thereof being given by far as the most common response in this category. Percentages in this category added to over 100 percent because respondents were encouraged to check all responses that applied, and some individuals had more than one occupational status at the time the survey was administered. Some 202 respondents answered this question, for an 89.0 percent response rate.

Household Income Levels of Respondents

The largest annual household income group represented among respondents was the under $10,000 income group (32.8 percent), with the second highest being the $10,000 to $19,999 income group (23.3 percent), and with the third highest being the $20,000 to $29,999 income group (21.1 percent). Generally, as annual household income increases, the percentage of respondents in the income category decreases. Some 180 respondents answered this question, for a 79.3 percent response rate. This is the highest response rate for this question to date, far surpassing the previous record, which was the 69.1 percent response rate obtained in 2015.

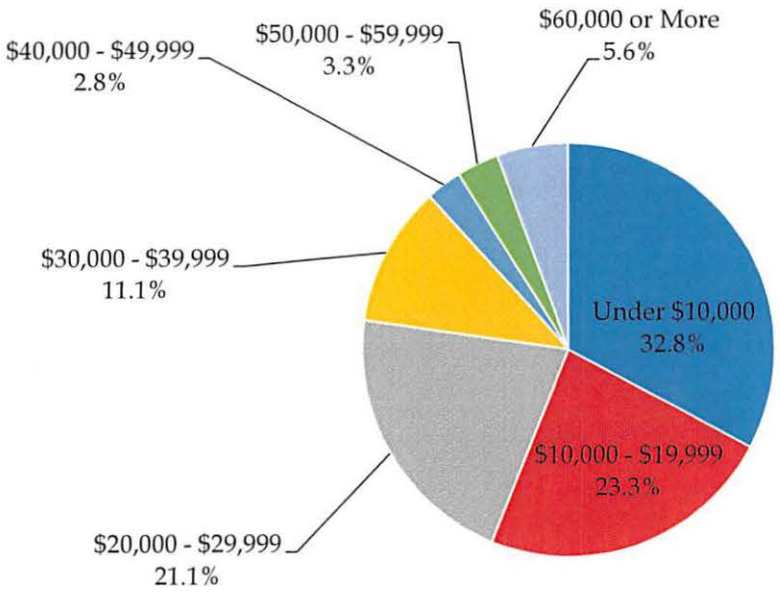
These and other demographic characteristics are shown in Figures 5.1 and 5.2, as well as in Tables 5.1 through 5.4.

Figure 5.1: Ages of 2020 Ridership Opinion Survey Respondents



Source: Bay-Lake Regional Planning Commission, 2020.

Figure 5.2: Annual Household Income Levels of 2020 Ridership Opinion Survey Respondents



Source: Bay-Lake Regional Planning Commission, 2020.

Table 5.1: Employment Status of 2020 Ridership Opinion Survey Respondents

Employment Status	Percentage
Part-Time Employment	30.2%
Full-Time Employment	28.2%
Unemployed	14.9%
Student	13.4%
Retired	16.8%
Homemaker	3.5%
Temporarily Laid Off	0.5%
Other	6.5%

Source: Bay-Lake Regional Planning Commission, 2020.
NOTE: Percentages in this category added to over 100 percent because respondents were encouraged to check all responses that applied, and some individuals had more than one occupational status at the time the survey was administered.

Table 5.2: Ages of 2020 Ridership Opinion Survey Respondents

Age Category	Percentage
Under 16	6.8%
16 - 17	7.7%
18 - 24	13.5%
25 - 34	13.5%
35 - 44	15.5%
45 - 54	14.5%
55 - 59	9.2%
60 - 64	8.2%
65 and Over	11.1%

Source: Bay-Lake Regional Planning Commission, 2020.

Table 5.3: Household Income Levels of 2020 Ridership Opinion Survey Respondents

Household Income Level	Percentage
Under $10,000 Annually	32.8%
$10,000 to $19,999 Annually	23.3%
$20,000 to $29,999 Annually	21.1%
$30,000 to $39,999 Annually	11.1%
$40,000 to $49,999 Annually	2.8%
$50,000 to $59,999 Annually	3.3%
$60,000 or More Annually	5.6%

Source: Bay-Lake Regional Planning Commission, 2020.

Table 5.4: Trip Purposes of 2020 Ridership Opinion Survey Respondents

Trip Purpose	Percentage
Work Related	47.3%
Shopping	46.0%
School	35.7%
Personal Business	26.3%
Medical	21.9%
Social/Recreational	19.2%
Human Service Agency Visit	7.1%
Other	4.5%

Source: Bay-Lake Regional Planning Commission, 2020.
NOTE: Percentages in this category added to over 100 percent because respondents were encouraged to check all responses that applied, and some individuals were making a trip with more than one purpose.

Rating of Shoreline Metro Attributes

Overall, respondents to the passenger opinion survey rated Shoreline Metro very well. Most characteristics received strongly positive mean ratings. There were no characteristics which had a mean rating of less than 2.00 on a scale with "1" being poor and with "3" being good. The rated attributes of Shoreline Metro are shown in Table 5.5, with the most positively rated attribute appearing first.

Using the scale for rating attributes, any attribute rated above 2.50 overall is considered to have a positive rating. An attribute with a mean rating between 2.00 and 2.50 is considered to have neutral to slightly positive rating. Eight attributes received positive mean ratings. Three attributes (buses run on schedule, Bus Buddy program, and hours of service) received a mean rating in the neutral to slightly positive range.

The relatively low ranking of the Bus Buddy program could reflect a lack of knowledge about the program. While it had the lowest number of responses (202), its response rate was still a robust 89.0 percent. This attribute was the only one with more neutral rankings than poor or good. Taken together, these facts could indicate that some respondents could have assigned it a neutral ranking without having detailed knowledge of the program.

Table 5.5: Ranked Attributes of Shoreline Metro According to 2020 Ridership Opinion Survey Respondents

Rank	Attribute	Mean Rating
1	Passenger Safety	2.72
2	Ease of Understanding Bus Routes	2.69
3	Courtesy of Driver	2.67
4	Cost of Service	2.62
5	Interior/Exterior Cleanliness of Bus	2.61
6	Riding Comfort of Buses	2.60
7	Modern Amenities (Bus Tracker App, Facebook Page, and USB Chargers on Buses)	2.57
8	Length of Ride Time	2.51
9	Buses Run on Schedule	2.41
10	Bus Buddy Program	2.33
11	Hours of Service	2.20

Source: Bay-Lake Regional Planning Commission, 2020.

For further analysis of the data collected from Shoreline Metro users, the respondents were divided into subcategories. The categories of age, trip purpose and gender of the respondents were analyzed separately. The age classification divided respondents into two categories: under age 18 and age 18 and over. The trip purpose classification was based on work trips and non-work trips. Table 5.6 shows the rating of the Shoreline Metro attributes by age category.

As seen by the responses in Table 5.6, passengers 18 years of age and older gave higher ratings for eight of eleven attributes of the Shoreline Metro operation when compared to passengers under 18 years of age. The exceptions were ease of understanding bus routes, hours of service, and modern amenities.

Both groups came closest in their ratings regarding driver courtesy; both age groups were within one one-hundredth of a point of one another for this attribute. Both groups differed by one tenth of a point or less for five other attributes: ease of understanding bus routes; cost of service; length of ride time; hours of service; and the Bus Buddy program. The two groups came within one and two tenths of a point of each other in regard to two attributes: riding comfort of buses and passenger safety. The two groups came within two and three tenths of a point of one another in regard to the following attributes: buses running on schedule and modern amenities. Both groups were furthest in their ratings regarding bus cleanliness, with a greater than five tenths of a point difference between the age groups.

Respondents age 18 and over ranked passenger safety as their highest attribute, with the single highest rating across the two groups. Driver courtesy was ranked third for both groups. Ease of understanding bus routes ranked first for respondents under age 18 and fourth for respondents age 18 and over. Both groups ranked cost of service and riding comfort of buses between fourth and sixth. For both groups, hours of service and buses running on schedule ranked ninth or lower. The two groups' ratings were most divergent for bus cleanliness, which was ranked second for respondents age 18 and over and was ranked eleventh (last) for respondents under age 18. For respondents under age 18, the average ratings for riding comfort of buses and length of ride time are identical, at 2.50 points for each. For respondents over age 18, the average rating for modern amenities (2.524) is slightly higher than for length of ride time (2.520).

Table 5.6: Ranking and Rating of Attributes of Shoreline Metro by Age of Respondent

Respondents Under Age 18			Respondents Age 18 and Over		
Rank	Attribute	Average Rating	Rank	Attribute	Average Rating
1	Ease of Understanding Bus Routes	2.73	1	Passenger Safety	2.75
2	Modern Amenities	2.73	2	Interior/Exterior Cleanliness of Bus	2.71
3	Courtesy of Driver	2.67	3	Courtesy of Driver	2.68
4	Cost of Service	2.60	4	Ease of Understanding Bus Routes	2.67
5	Passenger Safety	2.57	5	Riding Comfort of Buses	2.64
6	Riding Comfort of Buses	2.50	6	Cost of Service	2.62
7	Length of Ride Time	2.50	7	Modern Amenities	2.52
8	Bus Buddy Program	2.29	8	Length of Ride Time	2.52
9	Hours of Service	2.23	9	Buses Run on Schedule	2.44
10	Buses Run on Schedule	2.21	10	Bus Buddy Program	2.33
11	Interior/Exterior Cleanliness of Bus	2.13	11	Hours of Service	2.17

Source: Bay-Lake Regional Planning Commission, 2020.

NOTE: Numbers in parentheses are the weighted averages for respondents under each of the above categories.

Table 5.7 indicates the ratings and rankings of transit system attributes for respondents with a work or non-work trip purpose. Respondents with a work trip purpose rated eight out of eleven attributes lower than respondents with a non-work trip purpose. The three exceptions were: riding comfort of buses, interior/exterior cleanliness of buses, and passenger safety, for which both groups' ratings were within two tenths of a point of each other. Of the other eight attributes, the ratings diverged by less than one tenth of a point for four attributes: buses running on schedule, ease of understanding bus routes, the Bus Buddy program, and modern amenities. An additional three attributes diverged between one and two tenths of a point of each other: driver courtesy, cost of service, and length of ride time. The notable exception was hours of service, which was rated more than three tenths of a point lower by respondents with a work trip purpose than by respondents with a non-work trip purpose. However, even this attribute was rated above 2.00 points and remained in the "neutral" to "good" range in both groups.

Table 5.7: Ranking and Rating of Attributes of Shoreline Metro by Trip Purpose of Respondent

Respondents with a Non-Work Trip Purpose			Respondents with a Work Trip Purpose		
Rank	Attribute	Average Rating	Rank	Attribute	Average Rating
1	Courtesy of Driver	2.78	1	Passenger Safety	2.75
2	Ease of Understanding Bus Routes	2.72	2	Interior/Exterior Cleanliness of Bus	2.69
3	Passenger Safety	2.70	3	Riding Comfort of Buses	2.69
4	Cost of Service	2.69	4	Ease of Understanding Bus Routes	2.66
5	Modern Amenities	2.59	5	Courtesy of Driver	2.60
6	Length of Ride Time	2.58	6	Modern Amenities	2.55
7	Interior/Exterior Cleanliness of Bus	2.55	7	Cost of Service	2.55
8	Riding Comfort of Buses	2.53	8	Length of Ride Time	2.43
9	Buses Run on Schedule	2.45	9	Buses Run on Schedule	2.37
10	Hours of Service	2.35	10	Bus Buddy Program	2.31
11	Bus Buddy Program	2.34	11	Hours of Service	2.04

Source: Bay-Lake Regional Planning Commission, 2020.

NOTE: Numbers in parentheses are the weighted averages for respondents under each of the above categories.

The responses of male passengers and female passengers also have been compared. Table 5.8 indicates the relationship between these two classifications of respondents. Ratings between male and female respondents were less than one tenth of a point apart for nine of the eleven attributes. However, male and female respondents were more than two tenths of a point apart for the remaining two attributes: hours of service and modern amenities. Male respondents rated hours of service higher, while female respondents rated modern amenities higher. For eight of the eleven attributes, males rated the attributes slightly higher than females. The three attributes females rated higher were driver courtesy, ease of understanding bus routes, and modern amenities. While males and females rated driver courtesy at 2.71 points and rated length of ride time at 2.54 points, both are due to rounding. For driver courtesy, the average rating for females was slightly higher than it was for males. For length of ride time, the average rating for females was slightly lower than it was for males.

Table 5.8: Ranking and Rating of Attributes of Shoreline Metro by Gender

Male Respondents			Female Respondents		
Rank	Attribute	Average Rating	Rank	Attribute	Average Rating
1	Passenger Safety	2.76	1	Ease of Understanding Bus Routes	2.74
2	Courtesy of Driver	2.71	2	Passenger Safety	2.74
3	Interior/Exterior Cleanliness of Bus	2.69	3	Courtesy of Driver	2.71
4	Ease of Understanding Bus Routes	2.68	4	Modern Amenities	2.68
5	Riding Comfort of Buses	2.66	5	Cost of Service	2.63
6	Cost of Service	2.66	6	Riding Comfort of Buses	2.62
7	Length of Ride Time	2.54	7	Interior/Exterior Cleanliness of Bus	2.62
8	Buses Run on Schedule	2.44	8	Length of Ride Time	2.54
9	Modern Amenities	2.40	9	Buses Run on Schedule	2.42
10	Bus Buddy Program	2.38	10	Bus Buddy Program	2.33
11	Hours of Service	2.33	11	Hours of Service	2.08

Source: Bay-Lake Regional Planning Commission, 2020.
NOTE: Numbers are the weighted averages for respondents for each of the above attributes.

Online responses and onboard paper survey responses have also been compared. These two groups presented by far the most divergent responses out of any pair of survey subgroups examined in this chapter. For each of the eleven attributes, the average rating was higher among on-board paper survey respondents than among online respondents. Two attributes had ratings less than one tenth of a point apart: bus cleanliness and modern amenities. No attributes were between one tenth and two tenths of a point apart. Five attributes had average ratings between two and three tenths of a point apart: riding comfort of buses, ease of understanding bus routes, cost of service, passenger safety, and the Bus Buddy program. Two attributes were between three tenths and four tenths of a point apart: driver courtesy and length of ride time. Finally, two attributes had differences between four tenths and five tenths of a point: buses running on schedule and hours of service. Hours of service stands out for two reasons. First, with a difference of 0.49 points (almost half a point), this attribute has the largest difference in average rating between any two groups which were analyzed. Second, its average rating of 1.94 points among online respondents is the single lowest rating of any group analyzed, and the only rating from any group below 2.00 points.

Table 5.9: Ranking and Rating of Attributes of Shoreline Metro by Survey Method

On-Board Paper Survey Respondents			Online Respondents		
Rank	Attribute	Average Rating	Rank	Attribute	Average Rating
1	Courtesy of Driver	2.83	1	Interior/Exterior Cleanliness of Bus	2.60
2	Passenger Safety	2.83	2	Passenger Safety	2.59
3	Ease of Understanding Bus Routes	2.82	3	Ease of Understanding Bus Routes	2.54
4	Cost of Service	2.74	4	Modern Amenities	2.52
5	Riding Comfort of Buses	2.70	5	Courtesy of Driver	2.51
6	Length of Ride Time	2.68	6	Cost of Service	2.49
7	Buses Run on Schedule	2.65	7	Riding Comfort of Buses	2.49
8	Interior/Exterior Cleanliness of Bus	2.63	8	Length of Ride Time	2.31
9	Modern Amenities	2.61	9	Buses Run on Schedule	2.24
10	Bus Buddy Program	2.44	10	Bus Buddy Program	2.21
11	Hours of Service	2.43	11	Hours of Service	1.94

Source: Bay-Lake Regional Planning Commission, 2020.
NOTE: Numbers are the weighted averages for respondents for each of the above attributes.

Transit Usage Influence Factors

In addition to the rating of Shoreline Metro attributes, respondents were asked to indicate how a series of factors would influence their usage of transit. The rating scale for these factors ranges from "1," indicating that the respondent would ride less often, to "2," having no effect, to "3," indicating that the respondent would ride more often.

Table 5.10 indicates influences which would increase or decrease the amount of usage by existing weekday transit riders. Factors which had the greatest potential to increase ridership according to survey respondents included: (1) more frequent bus travel; (2) building better waiting areas (passenger shelters); (3) making transfers easier; (4) having the bus stop at the nearest corner to one's house; (5) increasing the availability of modern amenities; (6) making it easier to know all of the routes and schedules; (7) implementing a weekly bus pass; and (8) having special discounts to ride the bus offered through one's employer. Factors in which survey respondents were more neutral as to the factor's ability to attract or decrease ridership included: (1) having transit maps and schedules available in one's language; (2) expanding the Bus Buddy program; and (3) providing training on how to use the bus. There were two factors which survey respondents indicated would decrease the amount of transit usage: (1) a 25-cent fare increase; and (2) moving the bus route 7 to 8 blocks from one's house. Tabulations in Table 5.10 are for the entire survey sample.

Table 5.10: Transit Usage Influence Factor Ratings According to 2015 Ridership Opinion Survey

Rank	Factor	Mean Rating
1	Buses Travel More Frequently	2.72
2	Better Waiting Areas are Built	2.53
3	Transfers Become Much Easier	2.49
4	The Bus Stops on the Nearest Corner to One's House	2.48
5	Availability of Moden Amenities (Bus Tracker App, Facebook Page, and USB Chargers on Buses) Increases	2.47
6	It Becomes Easier to Know All the Routes and Schedules	2.45
7	A Weekly Bus Pass is Implemented	2.35
8	Special Discounts are Offered Through One's Employer	2.33
9	Transit Maps and Schedules Become Available in One's Language	2.22
10	Bus Buddy Program is Expanded	2.18
11	Training is Provided on How to Use the Bus	2.13
12	Fares Increase 25 Cents	1.74
13	The Bus Route is Moved 7 to 8 Blocks from One's House	1.40

Source: Bay-Lake Regional Planning Commission, 2020.
NOTE: Numbers are the weighted averages for respondents under each of the above categories.

Table 5.11 indicates transit usage influence factors based on the age category and work or non-work trip purpose of the respondent. Table 5.11 indicates that the top transit usage influence factor for both respondents under age 18 and respondents age 18 and over was having buses travel more frequently. Other leading (top five) transit usage influence factors in both age groups included: (1) building better waiting areas; (2) making transfers much easier; (3) having the bus stop on the nearest corner to one's house; and (4) increasing the availability of modern amenities. Table 5.11 also indicates that the two factors that would drive respondents away from transit usage in both age groups were: (1) having the bus route moved 7 to 8 blocks from the home of the respondent; and (2) a 25-cent fare increase.

Table 5.11 indicates that respondents under age 18 rated (gave an average numerical rating to) ten of thirteen transit usage influence factors higher than respondents age 18 and over. Respondents age 18 and over ranked the following factors higher than respondents under age 18: (1) implementing a weekly bus pass; and (2) having special discounts offered through one's employer. Having transit maps and schedules become available in one's language was ranked the same by both age groups. All other usage factors were ranked higher by respondents under age 18.

Table 5.11 indicates that the top transit usage influence factor for both respondents with a non-work trip purpose and respondents with a work trip purpose was having buses travel more frequently. Two factors were ranked higher for respondents with a work trip purpose: (1) increasing the availability of modern amenities; and (2) having special discounts offered through one's employer. The following factors were ranked higher for respondents with a non-work trip purpose: (1) building better waiting areas; (2) making transfers much easier; (3) making it easier to know all the routes and schedules; and (4) implementing a weekly bus pass. The top-ranked, the fourth-ranked, and the five lowest ranked factors were ranked the same by both respondents with a work trip purpose and respondents with a non-work trip purpose.

Table 5.11: Transit Usage Influence Factors by Age and Trip Purpose of Respondent

Rank	Respondents Under Age 18	Respondents Age 18 and Over	Respondents With a Non-Work Trip Purpose	Respondents With a Work Trip Purpose
1	Buses Travel More Frequently: (2.90)	Buses Travel More Frequently: (2.69)	Buses Travel More Frequently: (2.65)	Buses Travel More Frequently: (2.78)
2	Better Waiting Areas are Built: (2.90)	Better Waiting Areas are Built: (2.51)	Better Waiting Areas are Built: (2.51)	Availability of Modern Amenities Increases: (2.58)
3	Transfers Become Much Easier: (2.72)	The Bus Stops on the Nearest Corner to One's House: (2.47)	Transfers Become Much Easier: (2.50)	Better Waiting Areas are Built: (2.53)
4	Availability of Modern Amenities Increases: (2.69)	Transfers Become Much Easier: (2.46)	The Bus Stops on the Nearest Corner to One's House: (2.46)	The Bus Stops on the Nearest Corner to One's House: (2.51)
5	The Bus Stops on the Nearest Corner to One's House: (2.55)	Availability of Modern Amenities Increases: (2.45)	It Becomes Easier to Know All the Routes and Schedules: (2.45)	Transfers Become Much Easier: (2.49)
6	It Becomes Easier to Know All the Routes and Schedules: (2.53)	It Becomes Easier to Know All the Routes and Schedules: (2.44)	Availability of Modern Amenities Increases: (2.37)	It Becomes Easier to Know All the Routes and Schedules: (2.45)
7	Bus Buddy Program is Expanded: (2.28)	A Weekly Bus Pass is Implemented: (2.38)	A Weekly Bus Pass is Implemented: (2.30)	Special Discounts are Offered Through One's Employer: (2.40)
8	Transit Maps and Schedules Become Available in One's Language: (2.21)	Special Discounts are Offered Through One's Employer: (2.38)	Special Discounts are Offered Through One's Employer: (2.27)	A Weekly Bus Pass is Implemented: (2.39)
9	A Weekly Bus Pass is Implemented: (2.21)	Transit Maps and Schedules Become Available in One's Language: (2.21)	Transit Maps and Schedules Become Available in One's Language: (2.25)	Transit Maps and Schedules Become Available in One's Language: (2.19)
10	Training is Provided on How to Use the Bus: (2.17)	Bus Buddy Program is Expanded: (2.17)	Bus Buddy Program is Expanded: (2.19)	Bus Buddy Program is Expanded: (2.17)
11	Special Discounts are Offered Through One's Employer: (2.17)	Training is Provided on How to Use the Bus: (2.13)	Training is Provided on How to Use the Bus: (2.13)	Training is Provided on How to Use the Bus: (2.13)
12	Fares Increase 25 Cents: (1.77)	Fares Increase 25 Cents: (1.74)	Fares Increase 25 Cents: (1.79)	Fares Increase 25 Cents: (1.70)
13	The Bus Route is Moved 7 to 8 Blocks from One's House: (1.41)	The Bus Route is Moved 7 to 8 Blocks from One's House: (1.40)	The Bus Route is Moved 7 to 8 Blocks from One's House: (1.44)	The Bus Route is Moved 7 to 8 Blocks from One's House: (1.37)

Source: Bay-Lake Regional Planning Commission, 2020.

NOTE: Numbers in parentheses are the weighted averages for respondents under each of the above categories.

Table 5.12 indicates transit usage influence factors based on the sex of the respondent. For both male and female respondents, buses traveling more frequently was the top-ranked factor and a 25-cen fare increase and moving the bus route 7 to 8 blocks from one's house were ranked at the bottom. Building better waiting areas, making transfers much easier, and increasing the availability of modern amenities appear in the top five factors for both groups.

Male respondents ranked five of the thirteen transit usage influence factors higher than female respondents: (1) making transfers much easier; (2) making it easier to know all the routes and schedules; (3) having special discounts offered through one's employer; (4) expanding the Bus Buddy program; and (5) providing training on how to use the bus. Female respondents ranked four factors higher than male respondents: (1) having the bus stop on the nearest corner to one's house; (2) increasing the availability of modern amenities; (3) implementing a weekly bus pass; and (4) having transit maps and schedules available in one's language. The remaining four factors were ranked the same by both groups.

Table 5.12: Transit Usage Influence Factors by Sex of Respondent

Male Respondents			Female Respondents		
Rank	Factor	Average Rating	Rank	Factor	Average Rating
1	Buses Travel More Frequently	2.65	1	Buses Travel More Frequently	2.76
2	Transfers Become Much Easier	2.46	2	The Bus Stops on the Nearest Corner to One's House	2.59
3	Better Waiting Areas are Built	2.43	3	Better Waiting Areas are Built	2.58
4	It Becomes Easier to Know All the Routes and Schedules	2.42	4	Availability of Modern Amenities Increases	2.56
5	Availability of Modern Amenities Increases	2.41	5	Transfers Become Much Easier	2.51
6	The Bus Stops on the Nearest Corner to One's House	2.34	6	It Becomes Easier to Know All the Routes and Schedules	2.46
7	Special Discounts are Offered Through One's Employer	2.33	7	A Weekly Bus Pass is Implemented	2.37
8	A Weekly Bus Pass is Implemented	2.32	8	Special Discounts are Offered Through One's Employer	2.34
9	Bus Buddy Program is Expanded	2.20	9	Transit Maps and Schedules Become Available in One's Language	2.30
10	Training is Provided on How to Use the Bus	2.10	10	Bus Buddy Program is Expanded	2.19
11	Transit Maps and Schedules Become Available in One's Language	2.10	11	Training is Provided on How to Use the Bus	2.14
12	Fares Increase 25 Cents	1.81	12	Fares Increase 25 Cents	1.72
13	The Bus Route is Moved 7 to 8 Blocks from One's House	1.44	13	The Bus Route is Moved 7 to 8 Blocks from One's House	1.37

Source: Bay-Lake Regional Planning Commission, 2020.

NOTE: Numbers are the weighted averages for respondents under each of the above categories.

Table 5.13 indicates transit usage influence factors based on the survey method used: either on-board paper surveys or online surveys. Both groups ranked having buses travel more frequently as the top factor. Building better waiting areas, making transfers easier, and increasing the availability of modern amenities appear in the top five factors for both groups. Online respondents ranked

four factors higher: (1) building better waiting areas; (2) having the bus stop on the nearest corner to one's house; (3) having special discounts offered through one's employer; and (4) having transit maps and schedules available in one's language. The two groups ranked their top factor the same, as well as their fourth-ranked factor, increasing the availability of modern amenities. Both groups also shared rankings for their bottom three factors: (1) providing training on how to use the bus; (2) a 25-cent fare increase; and (3) moving the bus route 7 to 8 blocks from one's house. The remaining four factors were ranked higher by respondents using paper survey forms.

Table 5.13: Transit Usage Influence Factors by Survey Method

On-Board Paper Survey Respondents			Online Respondents		
Rank	Factor	Average Rating	Rank	Factor	Average Rating
1	Buses Travel More Frequently	2.66	1	Buses Travel More Frequently	2.77
2	Transfers Become Much Easier	2.47	2	Better Waiting Areas are Built	2.62
3	Better Waiting Areas are Built	2.44	3	The Bus Stops on the Nearest Corner to One's House	2.57
4	Availability of Modern Amenities Increases	2.42	4	Availability of Modern Amenities Increases	2.52
5	It Becomes Easier to Know All the Routes and Schedules	2.41	5	Transfers Become Much Easier	2.51
6	The Bus Stops on the Nearest Corner to One's House	2.38	6	It Becomes Easier to Know All the Routes and Schedules	2.49
7	A Weekly Bus Pass is Implemented	2.31	7	Special Discounts are Offered Through One's Employer	2.45
8	Special Discounts are Offered Through One's Employer	2.22	8	A Weekly Bus Pass is Implemented	2.38
9	Bus Buddy Program is Expanded	2.21	9	Transit Maps and Schedules Become Available in One's Language	2.25
10	Transit Maps and Schedules Become Available in One's Language	2.20	10	Bus Buddy Program is Expanded	2.15
11	Training is Provided on How to Use the Bus	2.15	11	Training is Provided on How to Use the Bus	2.11
12	Fares Increase 25 Cents	1.83	12	Fares Increase 25 Cents	1.65
13	The Bus Route is Moved 7 to 8 Blocks from One's House	1.50	13	The Bus Route is Moved 7 to 8 Blocks from One's House	1.31

Source: Bay-Lake Regional Planning Commission, 2020.

NOTE: Numbers are the weighted averages for respondents under each of the above categories.

Opinion on Whether Bus Service Hours Should be Adjusted

Some 203 survey respondents answered the question "Should the bus service hours be adjusted?" Of these, 123 (60.6 percent) responded affirmatively. Of the 123 affirmative responses, 107 individuals took the time to explain their affirmative response. Of these respondents:

- Some 28 respondents asked for some form of late-night transit service, including comments specifically referencing second or third shift workers;
- Some 24 respondents wanted a combination of expanded services (any combination of early morning service, late night service, longer or more frequent Saturday service, and/or reinstatement of some form of Sunday service, with two or more of these listed in the response);
- Some 13 respondents asked for reinstatement of Sunday service;
- Some 12 respondents asked for improved transit service on Saturday (a longer service day and/or more frequent service); and
- Some nine respondents asked for improved transit service on weekends (expanded Saturday service and reinstatement of Sunday service).

In addition, smaller numbers of respondents requested that (1) there be some form of more frequent service (five responses); (2) there be earlier transit service in the morning on weekdays (three responses); (3) there be route-specific service improvements be made (with Routes 10 and 20 each mentioned once); and (4) there be improved or expanded service to areas already receiving transit service (with the City of Sheboygan Falls mentioned twice and the Village of Kohler, Georgia Avenue, the UW Green Bay Sheboygan campus, and Deer Trace Shopping Center each mentioned once). One respondent requested separate buses for Sheboygan Area School District (SASD) students, and one respondent requested improvements to scheduling so that SASD students have a shorter waiting period for transit. There was also a small number of written responses that did not specify a form of expanded service.

Comparison Of Passenger Opinion Survey Findings

Demographics Compared

Age, gender and household income statistics were compared to better establish the relationship between the various populations being discussed in this analysis. The following analyses contain data from the four most recent passenger opinion surveys conducted for Shoreline Metro. In Table 5.14, Shoreline Metro's 2005, 2009, 2015, and 2020 passenger opinion surveys and 2014 – 2018 American Community Survey (ACS) demographic data are presented. These comparisons are important in assessing the strengths and weaknesses of each type of data discussed.

Table 5.14: Comparison of Survey Respondent Groups

Characteristic	2005 Ridership Opinion Survey	2009 Ridership Opinion Survey	2015 Ridership Opinion Survey	2020 Ridership Opinion Survey	2014 - 2018 ACS
Age					
Under 18	24%	26%	19%	15%	24%
18 - 24	16%	14%	11%	14%	8%
25 - 34	12%	12%	14%	14%	14%
35 - 44	16%	12%	18%	16%	12%
45 - 54	15%	14%	16%	15%	12%
55 - 64	11%	13%	15%	17%	13%
65 and over	6%	9%	7%	11%	17%
Sex					
Male	44%	43%	49%	38%*	50%
Female	56%	57%	51%	57%*	50%
Annual Household Income					
Under $10,000	33%	47%	49%	33%	4%
$10,000 - $19,999	28%	24%	29%	23%	12%
$20,000 - $29,999	14%	12%	11%	21%	12%
$30,000 or More	25%	16%	11%	23%	72%

Source: U.S. Bureau of the Census, 2014 – 2018 American Community Survey 5-Year Estimates, Table S0101 (Age and Sex) and S1901 (Income in the Past 12 Months, in 2018 Inflation-Adjusted Dollars); and Bay-Lake Regional Planning Commission, 2005, 2009, 2015 and 2020.

*Percentage by sex does not sum to one hundred percent because some respondents chose not to answer or did not identify as male or female.

As Table 5.14 illustrates, the proportion of individuals under the age of 18 utilizing regular routes of the transit operation and responding to the survey has declined since previous survey efforts, and was lower than the share of the population in this age group in the transit service area according to the 2014 – 2018 American Community Survey (ACS). The proportion of young adults (ages 18 to 24) responding to the survey rebounded from its low point in 2015 and was higher than the share of the population in this age group in the transit service area according to the 2014 – 2018 ACS. The proportion of persons in the 25 to 34 age group responding to this survey was similar to what it was in previous survey efforts, and was similar to the share of the population in this age group in the transit service area according to the 2014 – 2018 ACS.

Table 5.14 also indicates that the proportion of persons in the 35 to 44 age group responding to this survey was about the same as it was in 2005, was higher than it was in 2009, was lower than it was in 2015, and was higher than the share of the population in this age group in the transit service area according to the 2014 – 2018 ACS. The proportion of persons in the 45 to 54 age group responding to this survey was similar to this proportion in previous surveys, but was higher than the share of the population in this age group in the transit service area according to the 2014 – 2018 ACS. The proportion of persons in the 55 to 64 age group responding to this survey is higher than it was in previous surveys, and was higher than the share of the population in this age group in the transit service area according to the 2014 – 2018 ACS. Finally, the proportion of persons age 65 and over responding to this survey was higher than what was observed in previous surveys, but was lower than the share of the population in this age group in the transit service area according to the 2014 – 2018 ACS.

In the four passenger opinion surveys that have been conducted for Shoreline Metro for which

data are presented, the percentage of females responding to the survey exceeded the proportion of females in the transit service area according to the 2014 – 2018 ACS, and has consistently exceeded the number of male respondents in every survey period. The percentage of respondents identifying as female in 2020 was similar to the percentages set in 2009 and 2015, while the percentage of respondents identifying as male in 2020 reached its lowest point. Some respondents to the 2020 survey either chose not to answer this question or stated that they identified as nonbinary individuals.

In all four of the most recent passenger opinion surveys that have been conducted for Shoreline Metro, a higher percentage of respondents reported lower annual household incomes (less than $20,000) than what was observed for the service area in the 2014 – 2018 ACS. In fact, a majority of survey respondents reported an annual household income of less than $20,000 in all four survey years. The proportion of respondents reporting an annual household income of less than $20,000 steadily increased from 2005 to 2015, but then declined from 78 percent in 2015 to 56 percent in 2020. The economic segment of respondents which grew the most between the 2015 and 2020 surveys was the group with annual household incomes between $20,000 and $29,999. The 2008 economic crisis (which lingered for several years) was a contributing factor to the increased percentage of transit rider households making less than $20,000 per year between the 2005 and 2009 surveys, and may have also been responsible for the increased percentage of transit rider households making less than $20,000 per year between the 2009 and 2015 surveys. Still, survey respondents reported generally lower household incomes than the population of the transit service area as a whole. While 56 percent of respondents to the 2020 survey lived in a household with an income of less than $20,000, only about 16 percent of households in the transit service area were at this income level according to the 2014 – 2018 ACS. It should also be noted that the real "buying power" of the dollar decreases over time, so a gradual shift toward higher household income should be expected under normal circumstances of economic growth.

Comparison of Transportation Characteristics of Respondents

Transportation characteristics of respondents to the passenger opinion survey were compared for the four most recent years in which the survey was administered. In Table 5.15, transportation characteristics of ridership opinion survey respondents are compared for 2005, 2009, 2015 and 2020.

In 2020, over 75 percent of survey respondents did not possess a driver's license; this statistic is lower than what was observed in the 2005 and 2009 surveys, but is fairly similar to what was observed in the 2015 survey.

In 2020, almost 53 percent of survey respondents did not have a motor vehicle available in their household, which is lower than what was observed in 2015 but is higher than what was observed in 2005 and in 2009. Also in 2015, about 82 percent of survey respondents had either no vehicle or one vehicle available in their household; this was higher than what was observed in the 2005 and 2009 survey efforts, but was slightly lower than what was observed in 2015.

Table 5.15: Transportation Characteristics of Ridership Opinion Survey Respondents: 2005, 2009, 2015 and 2020

Characteristic	2005 Results	2009 Results	2015 Results	2020 Results
Licensed Driver				
Yes	24%	18%	25%	25%
No	76%	82%	75%	75%
Household Motor vehicles				
None Available	44%	51%	61%	53%
One Available	28%	25%	23%	29%
Two Available	21%	17%	9%	15%
Three or More Available	7%	8%	6%	3%
Distance from Bus Stop				
One Block	52%	54%	50%	51%
Two Blocks	18%	17%	16%	20%
Three Blocks	10%	9%	9%	10%
Four Blocks	4%	4%	5%	3%
Five or More Blocks	16%	16%	19%	16%
Trips Made Per Week				
Less Than One Trip	4%	4%	2%	5%
1 - 2 Trips	10%	11%	10%	14%
3 - 6 Trips	43%	37%	42%	40%
7 - 10 Trips	19%	19%	23%	19%
More Than 10 Trips	24%	29%	23%	23%

Source: Bay-Lake Regional Planning Commission, 2005, 2009, 2015 and 2020.

Some 80 percent of survey respondents lived within three blocks of a bus stop in 2005; this proportion remained at 80 percent in 2009, decreased to around 75 percent in 2015, and rebounded to 81 percent in 2020. The decrease from 2009 to 2015 could reflect the continued decentralization of the urban area population even at its core, the transit service area. The increase from 2015 to 2020 could reflect an increased transit service area and better-planned routes and stops in recent years.

The proportion of survey respondents who are "frequent riders" (three or more trips per week) has remained in the 80 to 90 percent range since 2005. The most dependent sector of the ridership (those who ride ten or more times per week) was 23 percent in 2020, which was similar to what was observed in 2015, but was lower than what was observed in 2005 and 2009. The percentage of "infrequent riders" (those riders who make two or fewer trips per week, which is one round trip or fewer) reached a peak of over 18 percent in 2020. Interestingly, this peak of infrequent ridership follows the lowest observed percentage of infrequent ridership, which was 12 percent in 2015.

Comparison of Passenger Opinions

Opinions of respondents to the survey in 2005, 2009, 2015 and 2020 were compared. As was stated previously, a rating of "1" is "poor," "2" is "neutral," and "3" is "good" for purposes of this survey over the 2009, 2015 and 2020 survey periods. Since the rating system was less elaborate than what was used in 2005 (a scale of 1 to 5 was used in that year in which "1" was "very poor," "3" was "neutral," and "5" was "very good"), average ratings from the previous years were converted to the scale used for the 2009 through 2020 survey efforts so that scores could be directly compared.

Table 5.16 shows how passengers rated various attributes of Shoreline Metro in the 2005, 2009, 2015

and 2020 opinion surveys. Six of eleven attributes rated in 2020 were also rated in 2005, 2009 and 2015, and are compared in Table 5.16. The 2009, 2015 and 2020 surveys asked passengers to rate interior and exterior cleanliness of buses as one rating, while interior and exterior bus cleanliness were rated separately in the 2005 survey; therefore, these ratings were not directly comparable. In addition, the 2009, 2015 and 2020 surveys asked passengers to rate two attributes that were not rated in the 2005 survey; these attributes were: (1) riding comfort of buses; and (2) hours of service. The 2020 survey added two new attributes: (1) the Bus Buddy program; and (2) modern amenities, such as the Bus Tracker app, Shoreline Metro's Facebook page, and USB chargers on buses.

Table 5.16: Comparison of Rated Attributes of Shoreline Metro According to Ridership Opinion Survey Respondents: 2005, 2009, 2015 and 2020

Attribute	2005 Mean Rating	2009 Mean Rating	2015 Mean Rating	2020 Mean Rating
Courtesy of Driver	2.67	2.79	2.80	2.67
Length of Ride Time	2.53	2.60	2.63	2.51
Bus Service Information/Ease of Understanding Bus Routes	2.64	2.66	2.71	2.69
Passenger Safety	2.63	2.75	2.75	2.72
Timeliness of the Bus/Buses Run on Schedule	2.55	2.59	2.53	2.41
Cost of Service	2.36	2.32	2.59	2.62

Source: Bay-Lake Regional Planning Commission, 2005, 2009, 2015 and 2020.

According to Table 5.16:

- The cost of service was rated higher in 2020 than it was rated in all previous survey years, even above the previous high in 2015;
- Length of ride time reached its lowest rating in 2020, which was significantly lower than 2009 and 2015, but was only slightly lower than in 2005;
- Bus service information/ease of understanding bus routes was rated lower in 2020 than in 2015, yet was rated higher than in 2005 and 2009;
- Driver courtesy in 2020 was rated lower than in 2009 and 2015, but was rated the same as it was in 2005;
- Passenger safety was rated lower than it was in 2009 and 2015, yet was rated higher than it was in 2005;
- Timeliness of the bus/buses run on schedule reached its lowest rating in 2020, dropping below 2.50 points for the first time;
- For the first time in 2020, the highest rated attribute was not driver courtesy, but passenger safety, with bus service information/ease of understanding bus routes also being rated higher than driver courtesy; and
- The cost of service was the lowest rated attribute in 2005 and in 2009, while timeliness of the bus/buses run on schedule was the lowest rated attribute in 2015 and in 2020.

Comparison of Transit Usage Influence Factors

Eleven of thirteen transit usage influence factors in the 2020 survey were addressed in three or more previous survey efforts (although the wording was slightly different in one case between survey years). Two new factors were new in 2020, and correspond to the two new attributes. These two new usage factors are: (1) expanding the Bus Buddy program; and (2) increasing the availability of modern amenities. As was stated previously, a rating of "1" meant "ride less often," "2" meant

"have no effect," and "3" meant "ride more often" for purposes of the 2009, 2015 and 2020 surveys. Since the rating system was less elaborate than what was used in 2005 (a scale of 1 to 5 was used in that year where "1" meant "definitely ride less often," "3" meant "have no effect," and "5" meant "definitely ride more often"), average ratings from the previous years were converted to the scale used for the 2009, 2015, and 2020 survey efforts so that scores could be directly compared.

Table 5.17 shows how passengers rated transit usage influence factors for Shoreline Metro in the 2005, 2009, 2015 and 2020 opinion surveys; eleven of the thirteen transit usage influence factors were rated for all four years, while two new transit usage influence factors were introduced in 2020.

Table 5.17: Comparison of Transit Usage Influence Factor Ratings According to Ridership Opinion Survey Respondents: 2005, 2009, 2015 and 2020

Factor	2005 Mean Rating	2009 Mean Rating	2015 Mean Rating	2020 Mean Rating
Fares Increase 25 Cents	1.80	1.71	1.74	1.74
Transfers Become Much Easier	2.30	2.42	2.36	2.49
Better Waiting Areas are Built	2.40	2.45	2.41	2.53
Bus Stops on Nearest Corner to House	2.35	2.42	2.34	2.48
Buses Travel More Frequently	2.46	2.55	2.57	2.72
Special Discounts Offered Through Employer	2.35	2.35	2.30	2.33
Easier to Know All Routes and Schedules	2.34	2.38	2.36	2.45
Bus Route Moved 7 to 8 Blocks from House	1.68	1.51	1.52	1.40
Training Provided on How to Use the Bus	2.14	2.17	2.13	2.13
Transit Maps/Schedules in One's Language	2.20	2.22	2.18	2.22
Weekly Bus Pass is Implemented	2.27	2.32	2.37	2.35
Bus Buddy Program Expanded	NA	NA	NA	2.18
Increased Availability of Modern Amenities	NA	NA	NA	2.47

Source: Bay-Lake Regional Planning Commission, 2005, 2009, 2015 and 2020.

For transit usage influence factors that appeared in all four survey years (see Table 5.17):

- Having the fare increase 25 cents was rated the same in 2020 as in 2015, which was lower than in 2005 but higher than in 2009. Not surprisingly, fare increases made riders less likely to use transit in all four surveys, and was consistently the second lowest ranked factor;
- Moving the bus route 7 to 8 blocks from one's home was rated significantly lower in 2020 than in any preceding survey. Not surprisingly, this was the lowest rated factor in each survey period;
- Making transfers easier, building better waiting areas, having the bus stop at the nearest corner to one's house, and making it easier to know all the routes and schedules were all rated higher in 2020 than in the three preceding surveys. The previous highest ratings for each of these factors were reached in 2009;
- Having buses travel more frequently was rated significantly higher in 2020 than in the three preceding surveys;
- Having special discounts offered through one's employer was rated lower in 2020 than in 2005 and 2009, but was rated higher than in 2015;

- Providing training on how to use the bus tied for its lowest rating in 2020, although the ratings were similar across all four survey periods;
- Making transit maps and schedules available in one's language tied for its highest rating in 2020, although the ratings were similar across all four survey periods; and
- Implementing a weekly bus pass was rated higher in 2020 than it was rated in 2005 and 2009, but was rated lower than it was rated in 2015.

For transit usage influence factors that appeared for the first time in the 2020 survey (see Table 5.17):

- Expanding the Bus Buddy program was rated relatively low. This factor had a reasonably high response rate, yet a significant portion of respondents rated it as neutral, and it is likely that many respondents answered this question without having familiarity with the program; and
- Increasing the availability of modern amenities was the fifth-highest rated attribute in 2020.

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Chapter 6: Route Ridership Patterns

Boarding And Alighting Data Collection Methodology

Boarding and alighting data collection was conducted by Shoreline Metro to assess the amount of usage in detail along standard routes of Shoreline Metro during weekdays and a Saturday over one week of service. The boarding and alighting data were collected the week of August 17 – 22, 2020. Only regular (fixed) routes were examined in this analysis.

The objectives of the analysis were to: examine total weekly boardings and alightings; examine boardings and alightings on individual routes by broad time period on weekdays and overall on Saturdays; and provide route specific boarding and alighting information. Data were collected by Shoreline Metro drivers and were processed by Shoreline Metro management before being turned over to Bay-Lake Regional Planning Commission staff for analysis.

Total Weekly Boardings And Alightings

Table 6.1 indicates boardings and alightings for all regular (fixed) routes of Shoreline Metro during the week of August 17 – 22, 2020.

Table 6.1: Boardings and Alightings: All Regular Routes: Shoreline Metro: August 17 – 22, 2020

Boardings*	Alightings*
5,858	5,850

Source: Shoreline Metro, 2020; and Bay-Lake Regional Planning Commission, 2020.
*New software was used to collect the data, and there were glitches in the initial collection of the data that led to an imbalance in boardings and alightings.

Throughout the transit system on regular routes, there were 5,858 boardings and 5,850 alightings during the week of August 17 – 22, 2020. This is lower than typical for two reasons: (1) there was no school in session during the week that data were collected; and (2) COVID-19 had led to less travel demand (regardless of mode) since mid-March of 2020. As Table 6.1 indicates, new software was used to collect the data used to produce this chapter, and there were glitches in the initial collection of the data that led to an imbalance in boardings and alightings.

Peak And Off-Peak Boarding And Alighting Comparison

Weekdays

Table 6.2 indicates boardings and alightings by generalized time period on weekdays for Shoreline Metro routes. The following are generalized time periods on weekdays for Shoreline Metro routes:

Pre-AM Peak: Before 6:15 a.m.
AM Peak: 6:15 to 8:45 a.m.
Mid-Day Off-Peak: 8:45 a.m. to 2:15 p.m.
PM Peak: 2:15 to 5:45 p.m.
Night: After 5:45 p.m.

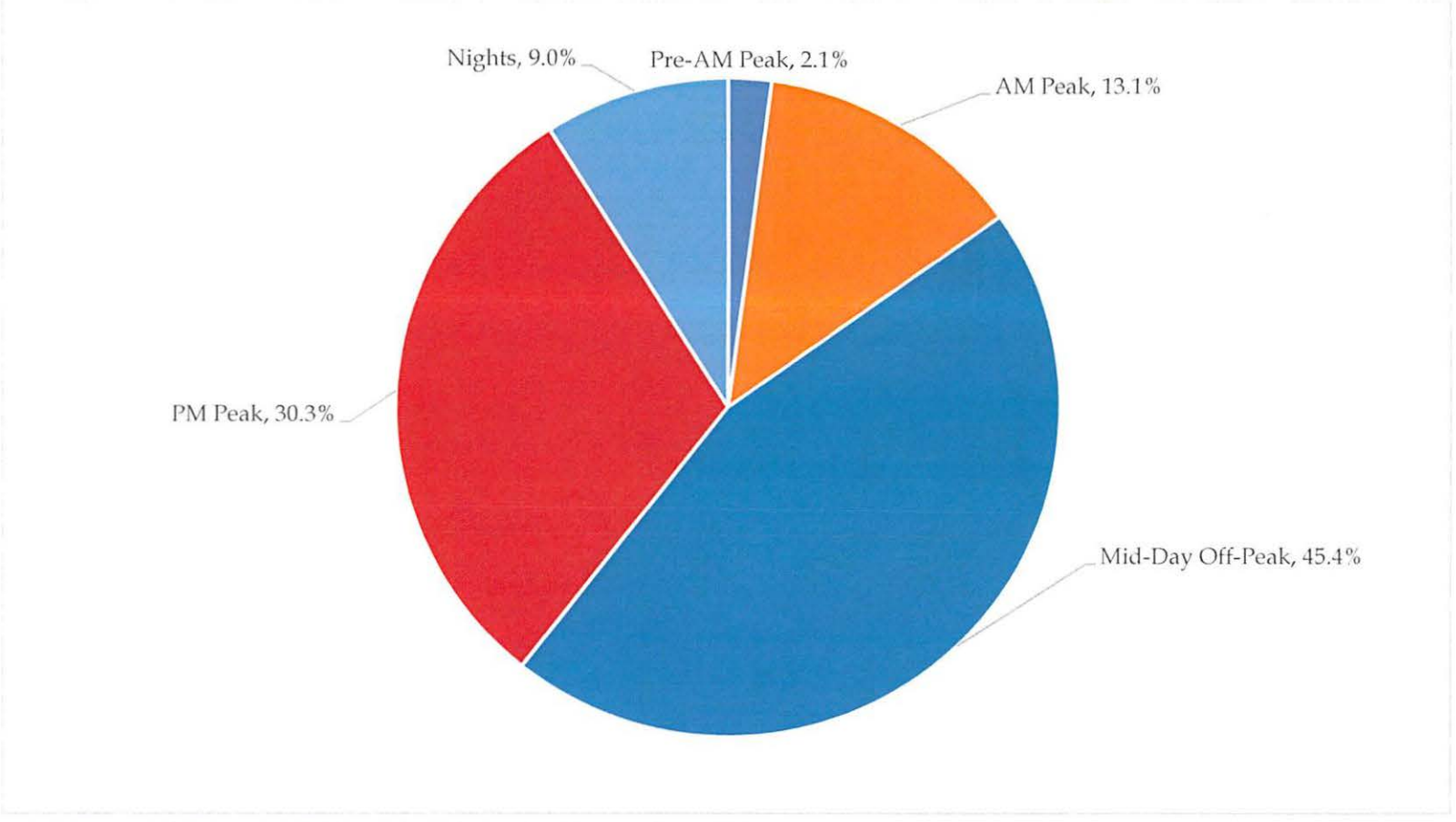
Table 6.2: Boardings and Alightings by Generalized Time Period: Shoreline Metro: Weekdays: August 17 – 21, 2020

	Generalized Time Period									
	Pre-AM Peak		AM Peak		Mid-Day Off-Peak		PM Peak		Nights	
Route	Boardings	Alightings	Boardings	Alightings	Boardings	Alightings	Boardings	Alightings	Boardings	Alightings
3 North	7	1	127	120	296	281	221	240	49	55
3 South	8	4	43	46	111	121	84	93	10	12
5 North	19	13	64	63	297	292	201	214	51	55
5 South	16	7	76	66	241	250	158	164	37	34
7 North	10	7	52	58	332	324	158	181	32	36
7 South	9	3	69	47	260	254	187	189	36	43
10 North	6	3	101	101	368	365	294	289	68	77
10 South	9	6	145	136	483	466	271	280	63	80
20 - Kohler Special	NA	NA	10	10	NA	NA	NA	NA	NA	NA
20 North	16	11	22	26	15	15	NA	NA	1	1
20 South	NA	NA	NA	NA	46	38	50	58	19	23
40 - The Square	NA	NA	NA	NA	15	14	21	21	6	6
North and South Shuttles	14	12	NA	NA	NA	NA	NA	NA	118	117
TOTALS	114	67	709	673	2,464	2,420	1,645	1,729	490	539

Source: Shoreline Metro, 2020; and Bay-Lake Regional Planning Commission, 2020.

Figure 6.1 indicates the distribution of boardings by generalized time period on weekdays. Some 114 boardings occurred during the pre-AM peak period (2.1 percent), while 709 boardings occurred during the AM peak period (13.1 percent), 2,464 boardings occurred during the mid-day off-peak period (45.4 percent), 1,645 boardings occurred during the PM peak period (30.3 percent), and 490 boardings occurred during nights (9.0 percent).

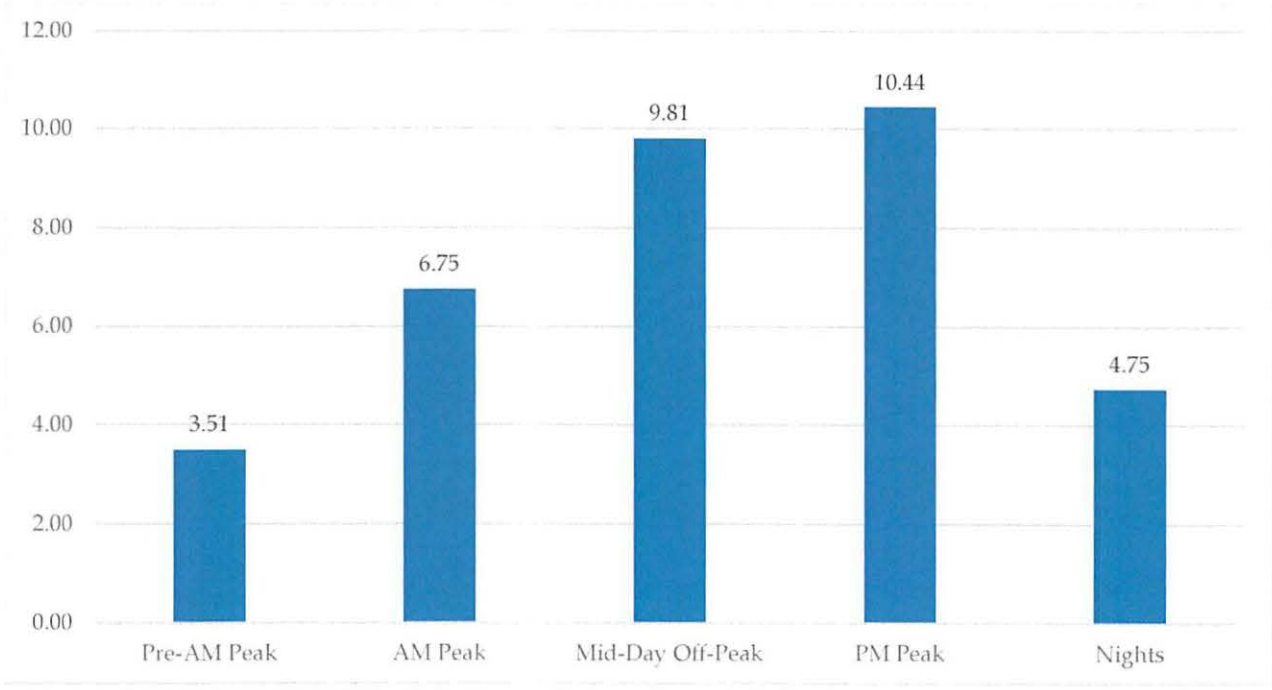
Figure 6.1 Boardings by Generalized Time Period —Weekdays



Source: Shoreline Metro, 2020; and Bay-Lake Regional Planning Commission, 2020.

Figure 6.2 indicates the average number of boardings per revenue hour of service during each of the five generalized time periods on weekdays. The average number of boardings per revenue hour of service was 3.51 during the pre-AM peak period, 6.75 during the AM peak period, 9.81 during the mid-day-off-peak period, 10.44 during the PM peak period, and was 4.75 during nights.

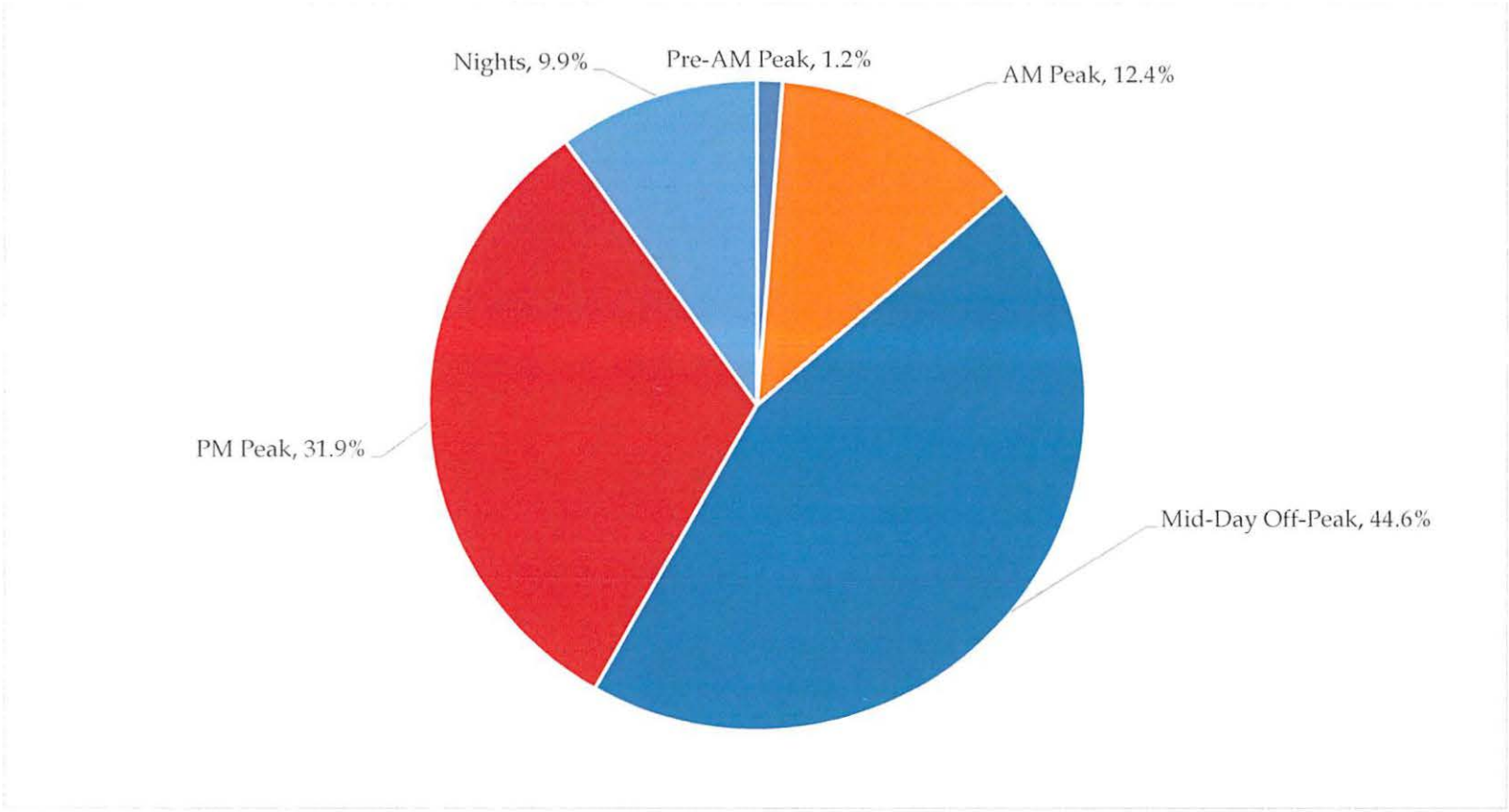
Figure 6.2 Average Number of Boardings per Revenue Hour by Generalized Time Period — Weekdays



Source: Shoreline Metro, 2020; and Bay-Lake Regional Planning Commission, 2020.

Figure 6.3 indicates the distribution of alightings by generalized time period on weekdays. Some 67 alightings occurred during the pre-AM peak period (1.2 percent), while 673 alightings occurred during the AM peak period (12.4 percent), 2,420 alightings occurred during the mid-day off-peak period (44.6 percent), 1,729 alightings occurred during the PM peak period (31.9 percent), and 539 alightings occurred during nights (9.9 percent).

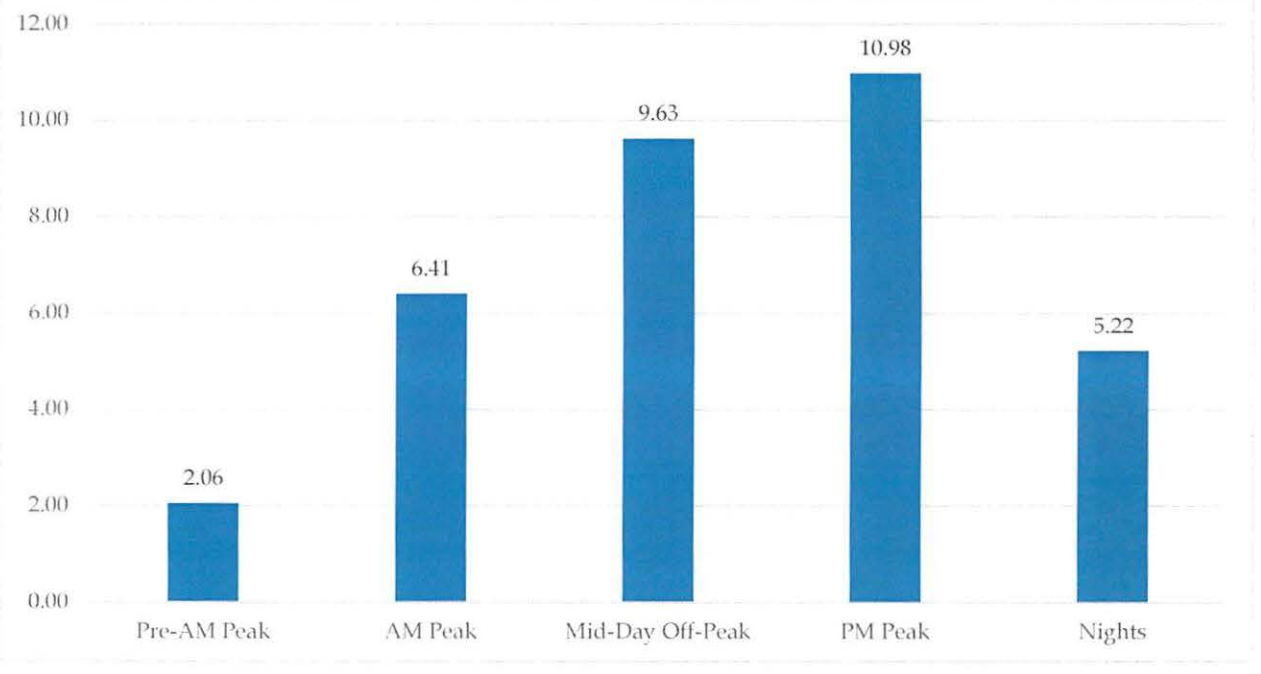
Figure 6.3 Alightings by Generalized Time Period – Weekdays



Source: Shoreline Metro, 2020; and Bay-Lake Regional Planning Commission, 2020.

Figure 6.4 indicates the average number of alightings per revenue hour of service during each of the five generalized time periods on weekdays. The average number of alightings per revenue hour of service was 2.06 during the pre-AM peak period, 6.41 during the AM peak period, 9.63 during the mid-day off-peak period, 10.98 during the PM peak period, and was 5.22 during nights.

Figure 6.4 Average Number of Alightings per Revenue Hour by Generalized Time Period – Weekdays



Source: Shoreline Metro, 2020; and Bay-Lake Regional Planning Commission, 2020.

Saturday

Due to its relatively low level of ridership and shorter service day, Saturday was not divided into time periods.

There were 436 boardings and 436 alightings on Saturday. This equated to 7.52 boardings and 7.52 alightings per revenue hour of service on Saturday.

Detailed Route Boarding And Alighting Information

Various tables indicate in detail boardings and alightings for the various trips of the individual routes of Shoreline Metro.

Table 6.3 indicates detailed boardings and alightings for all trips on the eight standard City of Sheboygan routes of Shoreline Metro on weekdays.

Table 6.3: Boardings and Alightings for Standard City Routes: Shoreline Metro: Weekdays: August 17 – 21, 2020

	Route							
	3 North		3 South		5 North		5 South	
Time of Day	Boardings	Alightings	Boardings	Alightings	Boardings	Alightings	Boardings	Alightings
5:45 - 6:15 a.m.	8	7	8	5	19	19	16	18
6:15 - 6:45 a.m.	15	18	13	10	21	20	4	3
6:45 - 7:15 a.m.	25	22	6	11	3	5	9	9
7:15 - 7:45 a.m.	10	10	11	11	7	6	16	16
7:45 - 8:15 a.m.	32	27	7	10	14	13	14	14
8:15 - 8:45 a.m.	47	42	6	7	19	21	38	31
8:45 - 9:15 a.m.	24	33	8	7	24	23	14	20
9:15 - 9:45 a.m.	26	23	10	14	22	22	23	18
9:45 - 10:15 a.m.	31	28	8	11	18	19	30	32
10:15 - 10:45 a.m.	25	24	11	14	21	19	25	25
10:45 - 11:15 a.m.	23	24	10	11	27	29	17	18
11:15 - 11:45 a.m.	30	26	5	11	36	36	20	15
11:45 a.m. - 12:15 p.m.	27	26	6	6	20	19	17	22
12:15 - 12:45 p.m.	22	22	19	19	37	36	26	26
12:45 - 1:15 p.m.	45	36	17	16	18	22	26	27
1:15 - 1:45 p.m.	16	20	6	5	33	33	25	24
1:45 - 2:15 p.m.	29	23	11	10	44	44	14	12
2:15 - 2:45 p.m.	40	55	7	6	36	40	24	23
2:45 - 3:15 p.m.	56	48	17	10	35	35	23	20
3:15 - 3:45 p.m.	52	54	16	16	22	28	31	22
3:45 - 4:15 p.m.	24	33	14	9	25	23	12	16
4:15 - 4:45 p.m.	15	16	16	18	28	22	21	27
4:45 - 5:15 p.m.	14	14	7	8	28	28	31	35
5:15 - 5:45 p.m.	15	16	7	7	24	25	16	16
5:45 - 6:15 p.m.	12	13	NA	NA	19	18	NA	NA
6:15 - 6:45 p.m.	NA	NA	3	3	NA	NA	9	10
6:45 - 7:15 p.m.	16	16	NA	NA	14	14	NA	NA
7:15 - 7:45 p.m.	NA	NA	4	4	NA	NA	15	13
7:45 - 8:15 p.m.	21	21	NA	NA	18	18	NA	NA
8:15 - 8:45 p.m.	NA	NA	3	3	NA	NA	12	9
TOTALS	700	697	256	262	632	637	528	521

Table 6.3: Boardings and Alightings for Standard City Routes: Shoreline Metro: Weekdays: August 17 - 21, 2020 (cont.)

	Route							
	7 North		7 South		10 North		10 South	
Time of Day	Boardings	Alightings	Boardings	Alightings	Boardings	Alightings	Boardings	Alightings
5:45 - 6:15 a.m.	10	13	9	6	6	5	11	9
6:15 - 6:45 a.m.	4	2	5	7	23	24	19	19
6:45 - 7:15 a.m.	4	9	13	8	9	11	33	29
7:15 - 7:45 a.m.	8	5	11	13	23	24	35	32
7:45 - 8:15 a.m.	17	23	19	12	20	20	37	36
8:15 - 8:45 a.m.	20	18	21	19	26	25	20	25
8:45 - 9:15 a.m.	26	20	18	21	24	25	41	37
9:15 - 9:45 a.m.	28	26	26	33	47	44	53	57
9:45 - 10:15 a.m.	27	28	16	19	31	33	47	32
10:15 - 10:45 a.m.	26	25	18	17	37	37	28	38
10:45 - 11:15 a.m.	44	43	14	13	27	27	46	43
11:15 - 11:45 a.m.	30	27	23	23	24	26	39	42
11:45 a.m. - 12:15 p.m.	32	31	23	17	24	25	40	35
12:15 - 12:45 p.m.	26	27	24	30	35	42	40	34
12:45 - 1:15 p.m.	45	50	28	26	31	33	44	41
1:15 - 1:45 p.m.	21	26	39	24	46	46	68	68
1:45 - 2:15 p.m.	30	34	31	33	42	39	36	42
2:15 - 2:45 p.m.	31	40	25	22	53	42	57	53
2:45 - 3:15 p.m.	19	19	29	26	53	57	36	34
3:15 - 3:45 p.m.	28	25	27	26	48	40	41	57
3:45 - 4:15 p.m.	27	33	19	17	39	50	53	31
4:15 - 4:45 p.m.	15	16	19	20	49	49	33	45
4:45 - 5:15 p.m.	15	9	46	37	26	22	32	36
5:15 - 5:45 p.m.	19	25	21	31	26	21	29	29
5:45 - 6:15 p.m.	14	14	NA	NA	24	25	NA	NA
6:15 - 6:45 p.m.	NA	NA	8	8	NA	NA	23	24
6:45 - 7:15 p.m.	7	7	NA	NA	24	24	NA	NA
7:15 - 7:45 p.m.	NA	NA	18	18	NA	NA	10	10
7:45 - 8:15 p.m.	11	11	NA	NA	20	20	NA	NA
8:15 - 8:45 p.m.	NA	NA	10	10	NA	NA	20	20
TOTALS	584	606	560	536	837	836	971	958

Source: Shoreline Metro, 2020; and Bay-Lake Regional Planning Commission, 2020.

Table 6.4 indicates detailed boardings and alightings for all trips of Route 20 (the Kohler/ Sheboygan Falls Route) on weekdays.

Table 6.4: Boardings and Alightings on Route 20: Shoreline Metro: Weekdays: August 17 – 21, 2020

Time of Day	Boardings	Alightings
5:45 - 6:45 a.m. (20 North)	16	16
6:45 a.m. (Kohler Company Special Run)	10	10
7:15 - 8:15 a.m. (20 North)	22	21
9:15 - 10:15 a.m. (20 South)	14	14
11:15 a.m. - 12:15 p.m. (20 North)	15	15
1:15 - 2:15 p.m. (20 South)	32	30
3:45 - 4:45 p.m. (20 South)	40	52
5:45 -6:45 p.m. (20 South)	19	23
7:45 - 8:45 p.m. (20 North)	1	1
TOTALS	169	182

Source: Shoreline Metro, 2020; and Bay-Lake Regional Planning Commission, 2020.

Table 6.5 indicates detailed boardings and alightings for all trips of Route 40 (the Harbor Centre Express Trolley, also known as the Square) on weekdays.

Table 6.5: Boardings and Alightings on Route 40: Shoreline Metro: Weekdays: August 17–21, 2020

Time of Day	Boardings	Alightings
11:00 a.m.	2	2
11:30 a.m.	0	0
12:00 p.m.	6	6
12:30 p.m.	0	0
1:00 p.m.	5	5
1:30 p.m.	1	1
2:00 p.m.	1	0
2:30 p.m.	1	0
3:00 p.m.	8	14
3:30 p.m.	6	1
4:00 p.m.	1	1
4:30 p.m.	1	1
5:00 p.m.	4	1
5:30 p.m.	0	3
6:00 p.m.	1	1
6:30 p.m.	1	1
7:00 p.m.	1	1
7:30 p.m.	0	0
8:00 p.m. (Thursday/Friday)	3	3
8:30 p.m. (Thursday/Friday)	0	0
TOTALS	42	41

Source: Shoreline Metro, 2020; and Bay-Lake Regional Planning Commission, 2020.

Table 6.6 indicates detailed boardings and alightings for all trips of the North and South Shuttles on weekdays.

Table 6.6: Boardings and Alightings for Shuttle Routes: Shoreline Metro: Weekdays: August 17–21, 2020

Time of Day	Boardings	Alightings
5:15 - 5:45 a.m. (Both)	14	12
5:45 - 6:15 p.m. (South)	17	17
6:15 - 6:45 p.m. (North)	21	21
6:45 - 7:15 p.m. (South)	13	13
7:15 - 7:45 p.m. (North)	10	9
7:45 - 8:15 p.m. (South)	11	12
8:15 - 8:45 p.m. (North)	11	10
8:45 - 9:15 p.m. (Both)	34	35
TOTALS	131	129

Source: Shoreline Metro, 2020; and Bay-Lake Regional Planning Commission, 2020.

Table 6.7 indicates detailed boardings and alightings for all trips on the eight standard City of Sheboygan routes of Shoreline Metro on Saturday.

Table 6.7: Boardings and Alightings for Standard City Routes: Shoreline Metro: Saturday: August 22, 2020

	Route							
	3 North		3 South		5 North		5 South	
Time of Day	Boardings	Alightings	Boardings	Alightings	Boardings	Alightings	Boardings	Alightings
7:45 - 8:15 a.m.	3	3	NA	NA	4	4	NA	NA
8:15 - 8:45 a.m.	NA	NA	6	6	NA	NA	3	3
8:45 - 9:15 a.m.	5	5	NA	NA	6	6	NA	NA
9:15 - 9:45 a.m.	NA	NA	2	2	NA	NA	2	2
9:45 - 10:15 a.m.	8	8	NA	NA	3	3	NA	NA
10:15 - 10:45 a.m.	NA	NA	4	4	NA	NA	4	2
10:45 - 11:15 a.m.	2	2	NA	NA	3	5	NA	NA
11:15 - 11:45 a.m.	NA	NA	2	2	NA	NA	2	2
11:45 a.m. - 12:15 p.m.	0	0	NA	NA	5	5	NA	NA
12:15 - 12:45 p.m.	NA	NA	4	4	NA	NA	5	5
12:45 - 1:15 p.m.	2	2	NA	NA	4	4	NA	NA
1:15 - 1:45 p.m.	NA	NA	0	0	NA	NA	4	4
1:45 - 2:15 p.m.	3	3	NA	NA	1	1	NA	NA
2:15 - 2:45 p.m.	NA	NA	0	0	NA	NA	5	5
2:45 - 3:15 p.m.	0	0	NA	NA	6	6	NA	NA
3:15 - 3:45 p.m.	NA	NA	1	1	NA	NA	4	4
3:45 - 4:15 p.m.	3	3	NA	NA	0	0	NA	NA
4:15 - 4:45 p.m.	NA	NA	0	0	NA	NA	6	6
4:45 - 5:15 p.m.	0	0	NA	NA	0	0	NA	NA
5:15 - 5:45 p.m.	NA	NA	0	0	NA	NA	0	0
TOTALS	26	26	19	19	32	34	35	33

Table 6.7: Boardings and Alightings for Standard City Routes: Shoreline Metro: Saturday August 22, 2020 (cont.)

	Route							
	7 North		7 South		10 North		10 South	
Time of Day	Boardings	Alightings	Boardings	Alightings	Boardings	Alightings	Boardings	Alightings
7:45 - 8:15 a.m.	3	3	NA	NA	1	1	NA	NA
8:15 - 8:45 a.m.	NA	NA	5	1	NA	NA	1	5
8:45 - 9:15 a.m.	0	0	NA	NA	11	7	NA	NA
9:15 - 9:45 a.m.	NA	NA	5	9	NA	NA	8	8
9:45 - 10:15 a.m.	1	1	NA	NA	3	3	NA	NA
10:15 - 10:45 a.m.	NA	NA	7	7	NA	NA	8	17
10:45 - 11:15 a.m.	8	2	NA	NA	8	8	NA	NA
11:15 - 11:45 a.m.	NA	NA	3	9	NA	NA	10	10
11:45 a.m. - 12:15 p.m.	2	2	NA	NA	11	11	NA	NA
12:15 - 12:45 p.m.	NA	NA	4	0	NA	NA	12	12
12:45 - 1:15 p.m.	7	9	NA	NA	13	13	NA	NA
1:15 - 1:45 p.m.	NA	NA	9	11	NA	NA	3	3
1:45 - 2:15 p.m.	7	2	NA	NA	10	10	NA	NA
2:15 - 2:45 p.m.	NA	NA	1	1	NA	NA	9	9
2:45 - 3:15 p.m.	3	4	NA	NA	4	4	NA	NA
3:15 - 3:45 p.m.	NA	NA	2	2	NA	NA	14	14
3:45 - 4:15 p.m.	3	3	NA	NA	0	0	NA	NA
4:15 - 4:45 p.m.	NA	NA	8	7	NA	NA	7	7
4:45 - 5:15 p.m.	2	3	NA	NA	5	5	NA	NA
5:15 - 5:45 p.m.	NA	NA	0	0	NA	NA	2	2
TOTALS	36	29	44	47	66	62	74	87

Source: Shoreline Metro, 2020; and Bay-Lake Regional Planning Commission, 2020.

Table 6.8 indicates detailed boardings and alightings for all trips of Route 20 (the Kohler/ Sheboygan Falls Route) on Saturday.

Table 6.8: Boardings and Alightings on Route 20: Shoreline Metro: Saturday: August 22, 2020

Time of Day	Boardings	Alightings
9:15 - 10:15 a.m. (20 North)	7	2
11:15 a.m. - 12:15 p.m. (20 South)	6	6
12:15 - 1:15 p.m. (20 North)	3	3
1:15 - 2:15 p.m. (20 South)	1	1
3:15 - 4:15 p.m. (20 North)	3	3
TOTALS	20	15

Source: Shoreline Metro, 2020; and Bay-Lake Regional Planning Commission, 2020.

Table 6.9 indicates detailed boardings and alightings for all trips of Route 40 (the Harbor Centre Express Trolley, also known as the Square) on Saturday.

Table 6.9: Boardings and Alightings on Route 40: Shoreline Metro: Saturdays: August 22, 2020

Time of Day	Boardings	Alightings
11:00 a.m.	1	1
11:30 a.m.	2	1
12:00 p.m.	1	1
12:30 p.m.	2	2
1:00 p.m.	4	3
1:30 p.m.	0	1
2:00 p.m.	0	0
2:30 p.m.	0	0
3:00 p.m.	1	1
3:30 p.m.	1	0
4:00 p.m.	0	1
4:30 p.m.	1	1
5:00 p.m.	0	0
5:30 p.m.	0	0
TOTALS	13	12

Source: Shoreline Metro, 2020; and Bay-Lake Regional Planning Commission, 2020.

Finally, Table 6.10 indicates detailed boardings and alightings for all trips of the North and South Shuttles on Saturday.

Table 6.10: Boardings and Alightings for Shuttle Routes: Shoreline Metro: Saturday: August 22, 2020

Time of Day	Boardings	Alightings
7:15 - 7:45 a.m. (Both)	1	1
7:45 - 8:15 p.m. (South)	0	0
8:15 - 8:45 p.m. (North)	1	1
8:45 - 9:15 p.m. (South)	3	3
9:15 - 9:45 p.m. (North)	4	4
9:45 - 10:15 p.m. (South)	4	4
10:15 - 10:45 p.m. (North)	7	7
10:45 - 11:15 a.m. (South)	6	6
11:15 - 11:45 a.m. (North)	1	1
11:45 a.m. - 12:15 p.m. (South)	2	2
12:15 - 12:45 p.m. (North)	3	3
12:45 - 1:15 p.m. (South)	6	6
1:15 - 1:45 p.m. (North)	6	5
1:45 - 2:15 p.m. (South)	0	1
2:15 - 2:45 p.m. (North)	3	0
2:45 - 3:15 p.m. (South)	3	6
3:15 - 3:45 p.m. (North)	3	3
3:45 - 4:15 p.m. (South)	1	0
4:15 - 4:45 p.m. (North)	3	0
4:45 - 5:15 p.m. (South)	4	8
5:15 - 5:45 p.m. (North)	3	3
5:45 - 6:15 p.m. (Both)	5	5
TOTALS	69	69

Source: Shoreline Metro, 2020; and Bay-Lake Regional Planning Commission, 2020.

Number Of Boardings And Alightings By Location

Map 6.1 indicates the number range of boardings and alightings by location along all routes during the August 2020 data collection period. Locations in red had one to five boardings and alightings over the entire week in which data were collected. Locations in yellow had six to ten boardings and alightings over that same period. Locations in orange had between 11 and 50 boardings, while locations in green had between 51 and 100 boardings and alightings. Finally, locations in blue had 100 or more boardings and alightings over the week in which data were collected.

Map 6.1 indicates that locations that had 100 or more boardings and alightings included: the downtown transfer point; the south side Walmart supercenter; and the Meijer supermarket and neighboring stores. Map 6.1 also indicates that locations that had between 51 and 100 boardings and alightings were mainly along Route 10 North, and included: the Aurora Sheboygan Clinic and neighboring businesses; the Sheboygan County Job Center; Festival Foods and neighboring businesses; and Tamarack Apartments. Locations on other routes that had between 51 and 100 boardings included Washington Square Shopping Center (including the south side Piggly Wiggly

supermarket); the north side Piggly Wiggly supermarket; Indian Meadows Trailer Park; and RCS Empowers.

Map 6.1 indicates locations that had between 11 and 50 boardings and alightings over the analysis period, all of which were located in the City of Sheboygan. Map 6.1 also shows locations that had between six and ten boardings and alightings over the analysis period, with three of these in the Village of Kohler (Woodlake Market area, the Kohler Company, and the Deer Trace Shopping Center area), and with the remainder in the City of Sheboygan. Finally, Map 6.1 shows locations that had between one and five boardings and alightings over the analysis period, with eight of these in the City of Sheboygan Falls, three in the Village of Kohler, and the remainder in the City of Sheboygan.

All routes had segments that included locations with zero boardings and alightings. These tended to be at end points of routes, where population density may not be as conducive to productive transit demand. In addition, these tended to be in areas where barriers (such as rivers and rail lines) or other circumstances (such as high speed highways where safe boarding and alighting are not feasible) exist; this was particularly the case with Route 20, which travels over large stretches of State Highways 23 and 28.

Shoreline Metro management was consulted in the development of Map 6.1. Some boarding and/or alighting locations were distant from actual routes. In the case of north side routes, this was due to route detours in most cases, particularly in the cases of Routes 3 North and 7 North. In the case of south side routes, the software coded the boarding or alighting to an incorrect location, such that boardings and alightings were recoded to the nearest loading point on a route.

High Demand Loading Points For Individual Routes

Map 6.2 shows bus stops with 20 or more boardings over the data collection period, as well as existing public passenger shelters.

Map 6.2 indicates that the following bus stops had 20 or more boardings over the data collection period, and are located at or near an existing public passenger shelter:

- Geele Avenue near North 15th Street (serving RCS Empowers – Route 3 North);
- North 24th Street and North Avenue near Walgreen's (Route 3 North);
- North 13th Street and Eisner Avenue near Eisner Avenue Apartments (Route 5 North);
- North 9th Street and Superior Avenue near St. Nicholas Apartments (Route 7 North);
- North 25th Street near Kohler Memorial Drive Frontage Road between Pick & Save and the Aurora Sheboygan Clinic (Route 7 North);
- South Business Drive and Wilson Avenue (Route 5 South);
- South Business Drive near Carmen Avenue (serving Indian Meadows Mobile Home Park – Route 5 South);
- South 12th Street and Clara Avenue (Route 5 South);
- South 12th Street near the former Sunnyside Mall (Route 7 South); and
- South Side Walmart Supercenter (Route 10 South).

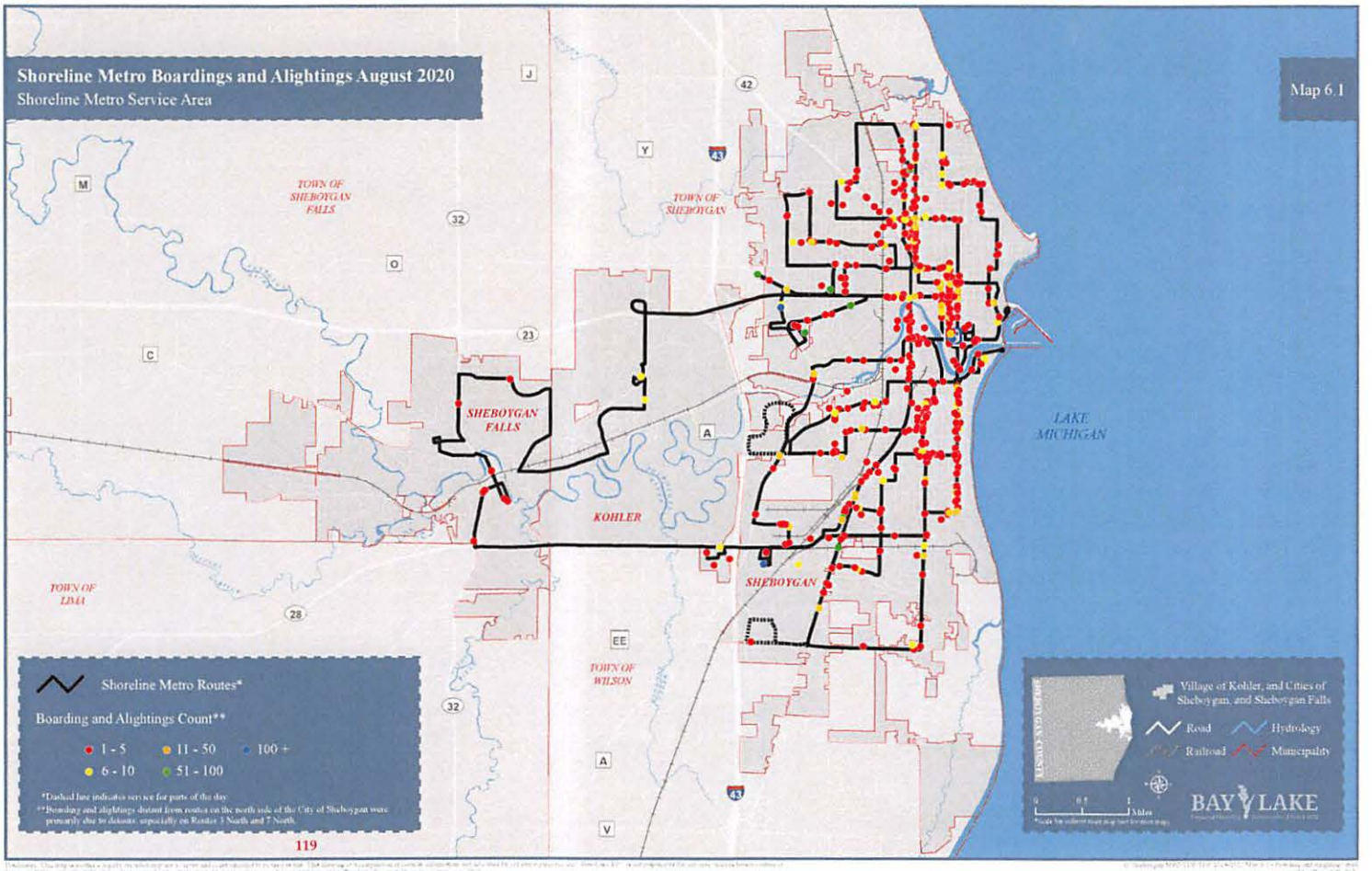
Map 6.2 indicates that the following public passenger shelters had fewer than 20 boardings over the data collection period:

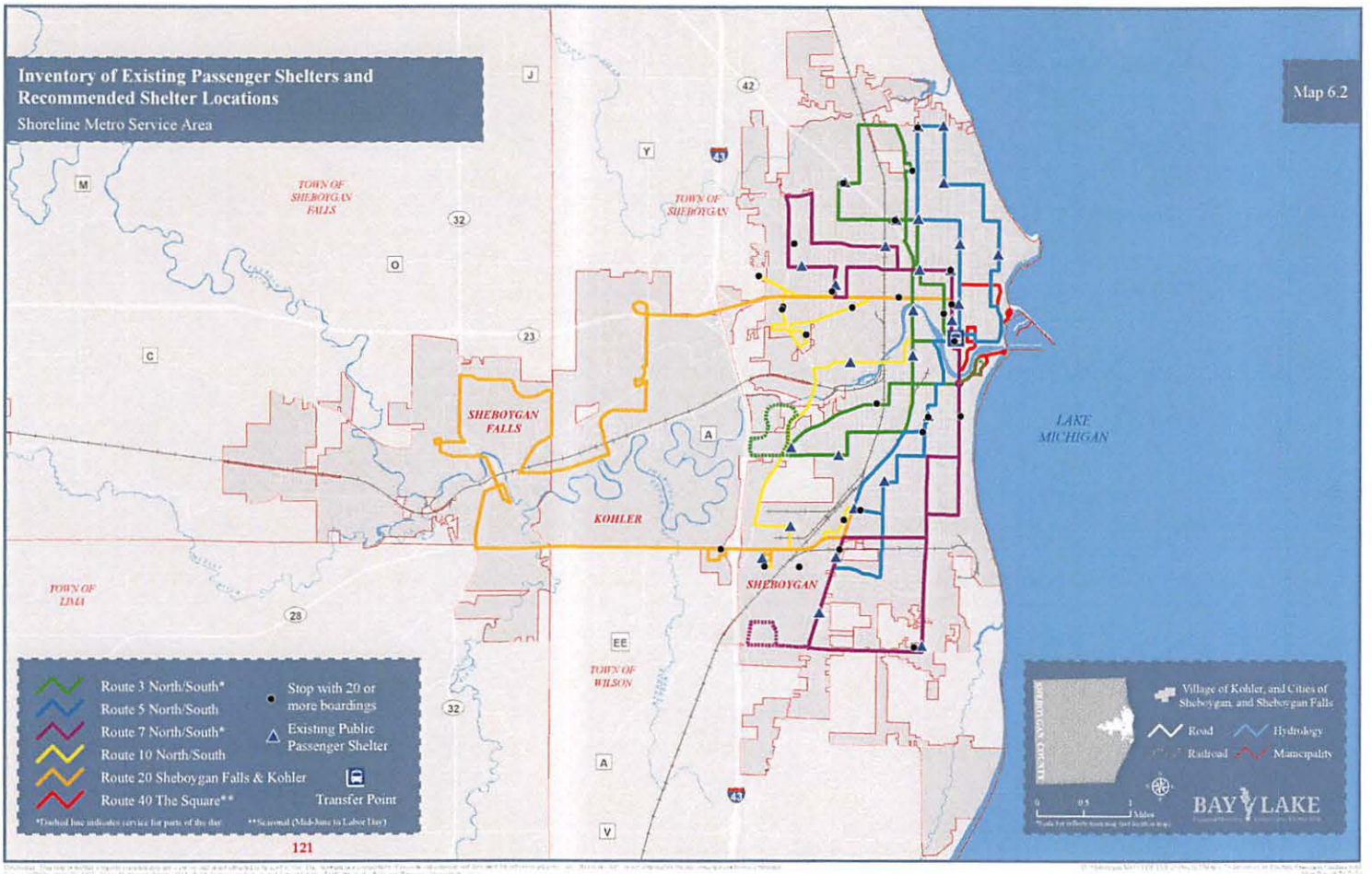
- North 14th Street and Niagara Avenue near the Lakeshore Technical College Sheboygan campus (Route 3 North);

- North 8th Street and Lincoln Avenue near the former Save-A-Lot supermarket (Route 5 North);
- North 10th Street and Eisner Avenue (Route 5 North);
- North 13th Street and Geele Avenue (Route 5 North);
- North 10th Street and North Avenue near North High School (Route 5 North);
- North 3rd Street and Prospect Avenue (Route 5 North);
- North 9th Street and Wisconsin Avenue near the Mead Public Library (Route 7 North);
- North 13th Street and Superior Avenue (Route 7 North);
- Saemann and Wiemann Avenues near the Lakeshore Community Health Care Clinic (Route 7 North);
- North 31st Street and Superior near St. Nicholas Hospital (Route 7 North);
- North 8th Street and Ontario Avenue (Route 40);
- South 14th Street and Virginia Avenue near Sheridan Park (Route 3 South);
- Georgia Avenue near Union Avenue near Biolife (Route 3 South);
- South 18th Street and Mead Avenue (Route 5 South);
- South Business Drive and Behrens Parkway near Country Village Apartments (Route 7 South);
- South 22nd Street and New Jersey Avenue near Wildwood Park (Route 10 South); and
- South 32nd Street and Crocker Avenue near the Sheboygan County Detention Center (Route 10 South).

Finally, Map 6.2 indicates that the following locations had 20 or more boardings over the data collection period but do not currently have a passenger shelter in place:

- North Side Piggly Wiggly supermarket (Route 3 North);
- North 10th Street and Niagara Avenue (Route 3 North);
- North Taylor Drive and Saemann Avenue (Route 7 North);
- Erie Avenue and North 16th Street (Route 10 North);
- Sheboygan County Job Center (Route 10 North);
- Meijer Supermarket and adjacent stores (although a private shelter is provided, Route 10 North);
- Festival Foods/Taylor Heights Shopping Center (Route 10 North);
- Tamarack Apartments (although a private shelter is provided, Route 10 North);
- Georgia Avenue and South 19th Street (Route 3 South);
- South 12th Street and Broadway Avenue (Route 5 South);
- South 8th Street and Clara Avenue (Route 7 South);
- Washington Square Shopping Center/South Side Piggly Wiggly Supermarket (Route 10 South); and
- Deer Trace Shopping Center (Route 20 North/South).


Shoreline Metro Boardings and Alightings August 2020
Shoreline Metro Service Area
Map 6.1
TOWN OF SHEBOYGAN FALLS
TOWN OF SHEBOYGAN
SHEBOYGAN FALLS
KOHLER
SHEBOYGAN
TOWN OF LIMA
TOWN OF WILSON
LAKE MICHIGAN
J
M
Y
42
43
32
O
23
C
A
28
EE
V
Shoreline Metro Routes*
Boarding and Alightings Count**
1 - 5
6 - 10
11 - 50
51 - 100
100 +
*Dashed line indicates service for parts of the day.
**Boarding and alightings distant from routes on the north side of the City of Sheboygan were primarily due to deviation, especially on Routes 3 North and 7 North.
SHEBOYGAN COUNTY
Village of Kohler, and Cities of Sheboygan, and Sheboygan Falls
Road
Hydrology
Railroad
Municipality
0
0.5
1
Miles
BAY LAKE


Inventory of Existing Passenger Shelters and Recommended Shelter Locations
Shoreline Metro Service Area
Map 6.2
TOWN OF SHEBOYGAN FALLS
TOWN OF SHEBOYGAN
SHEBOYGAN FALLS
KOHLER
SHEBOYGAN
TOWN OF LIMA
TOWN OF WILSON
LAKE MICHIGAN
Route 3 North/South*
Route 5 North/South
Route 7 North/South*
Route 10 North/South
Route 20 Sheboygan Falls & Kohler
Route 40 The Square**
*Dashed line indicates service for parts of the day
**Seasonal (Mid-June to Labor Day)
Stop with 20 or more boardings
Existing Public Passenger Shelter
Transfer Point
Village of Kohler, and Cities of Sheboygan, and Sheboygan Falls
Road
Railroad
Hydrology
Municipality
SHEBOYGAN COUNTY
BAY LAKE

Chapter 7: Transit System Performance

Peer System Analysis

A useful way to measure the productivity of a transit operation is to compare it to transit operations in other cities. Although few transit operations are directly comparable, there are transit operations serving small urbanized areas with similar densities and other demographic characteristics to the Shoreline Metro service area (Sheboygan) which are useful to analyze for comparative purposes. Five other small urbanized transit operations were selected for use in the comparison. Three of the transit operations are located in Wisconsin and two are located in neighboring Iowa. All of the transit operations are of similar size. The transit operations are located in Wausau, Janesville and Beloit, Wisconsin, and in Dubuque and Waterloo, Iowa. Data for comparison were published in the "agency profiles" section of the National Transit Database (NTD) for 2016 and 2017, published by the Federal Transit Administration (FTA).

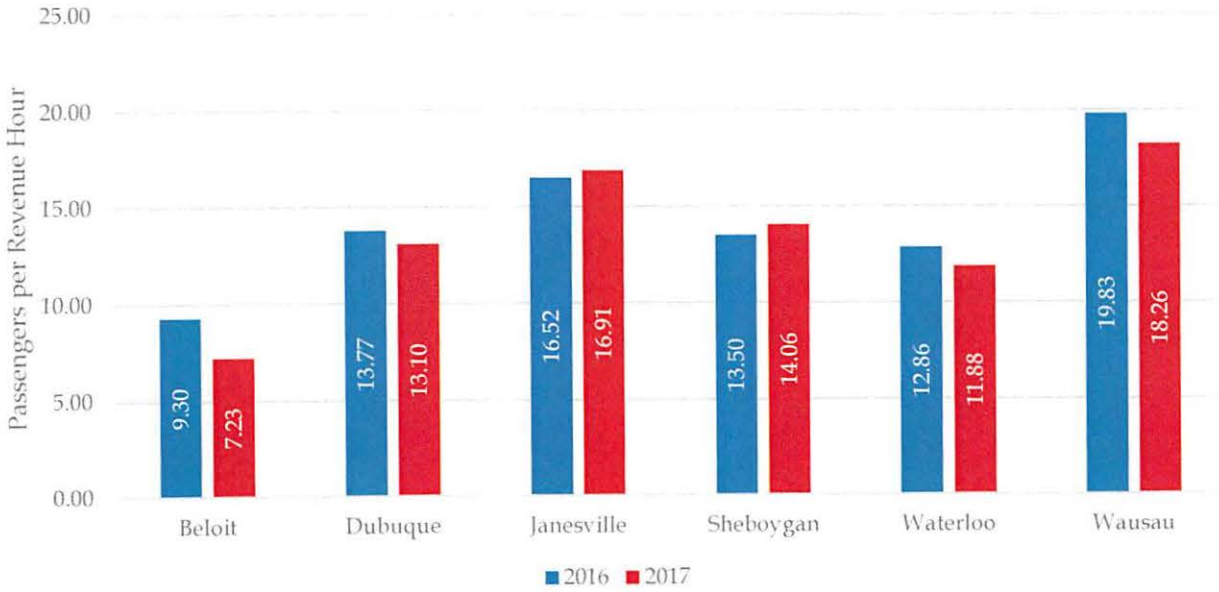
Four measures were selected for comparison of these systems. These are cost and productivity measures which are widely accepted in the public transit industry. These measures include: passengers per revenue hour; passengers per revenue mile; cost per revenue hour; and cost per passenger trip.

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

Passengers per Revenue Hour

Figure 7.1 shows productivity in terms of passengers per revenue hour. Shoreline Metro, at 13.50 passengers per revenue hour, was the fourth highest of the six transit systems in the comparison in 2016. Utilization of Shoreline Metro increased to 14.06 passengers per revenue hour in 2017, an increase of about 4.1 percent; this compared to a decrease of over 22 percent in Beloit, decreases of 10 percent or less in Dubuque, Waterloo and Wausau, and an increase of 2.4 percent in Janesville from 2016 to 2017. The 2017 passenger per revenue hour statistic for Shoreline Metro was the third highest of the peer systems.

Figure 7.1: Passengers per Revenue Hour

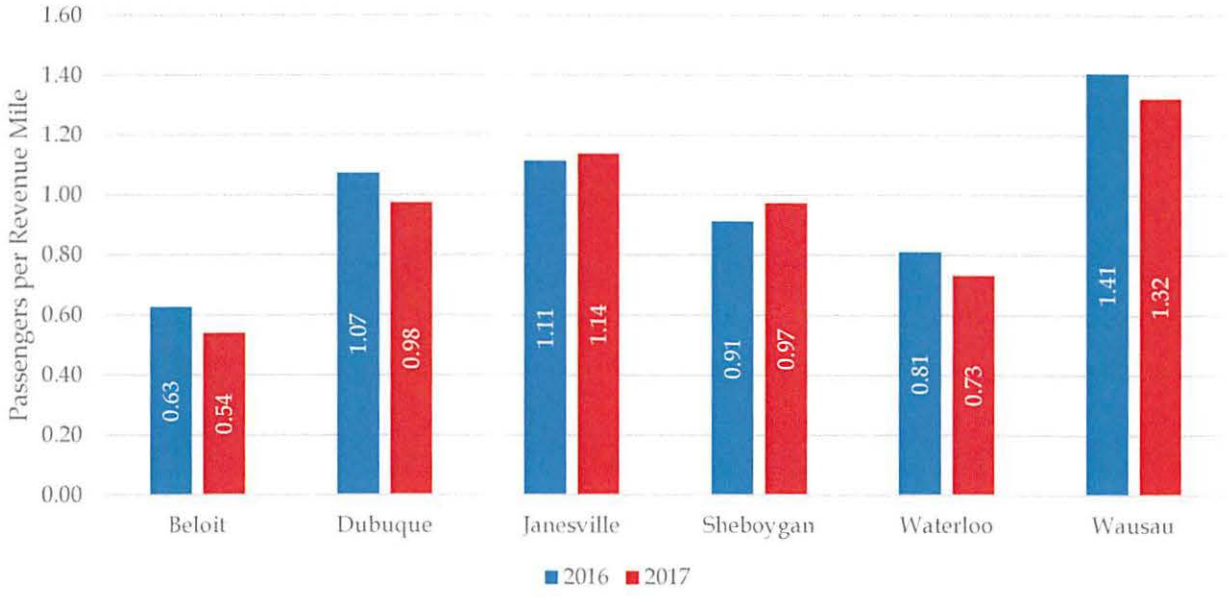


Source: 2016 and 2017 National Transit Database Agency Profiles, Federal Transit Administration; and Bay-Lake Regional Planning Commission, 2019.

Passengers per Revenue Mile

The number of passengers per revenue mile is shown in Figure 7.2. Shoreline Metro, at 0.91 passengers per revenue mile, was the fourth highest of the six transit systems in the comparison in 2016. Utilization of Shoreline Metro increased to 0.97 passengers per revenue mile in 2017, an increase of nearly 6.6 percent; this compared to decreases of between 6 and 15 percent in Beloit, Dubuque, Waterloo and Wausau, and an increase of 2.7 percent in Janesville from 2016 to 2017. The 2017 passenger per revenue mile statistic for Shoreline Metro was also the fourth highest of the peer systems.

Figure 7.2: Passengers per Revenue Mile

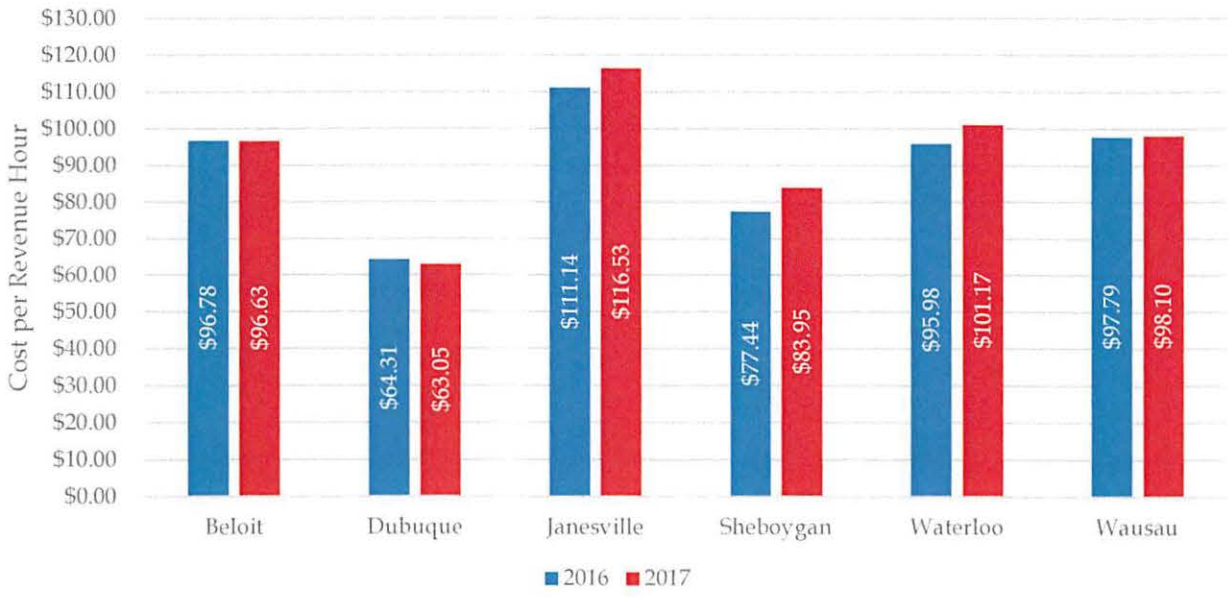


Source: 2016 and 2017 National Transit Database Agency Profiles, Federal Transit Administration; and Bay-Lake Regional Planning Commission, 2019.

Cost per Revenue Hour

The cost per revenue hour reflecting vehicle operating costs is shown for the various transit systems in Figure 7.3. These data indicate that Shoreline Metro had the second lowest cost per revenue hour of the six systems in the comparison in both 2016 and 2017. Shoreline Metro saw an increase in its cost per revenue hour of 8.4 percent between 2016 and 2017. Three of the remaining five peer systems also saw increases in their cost per revenue hour between 2016 and 2017 (Janesville, Waterloo and Wausau). Beloit saw its cost per revenue hour decrease by 0.2 percent, while Dubuque saw its cost per revenue hour decrease by about 2.0 percent.

Figure 7.3: Cost per Revenue Hour

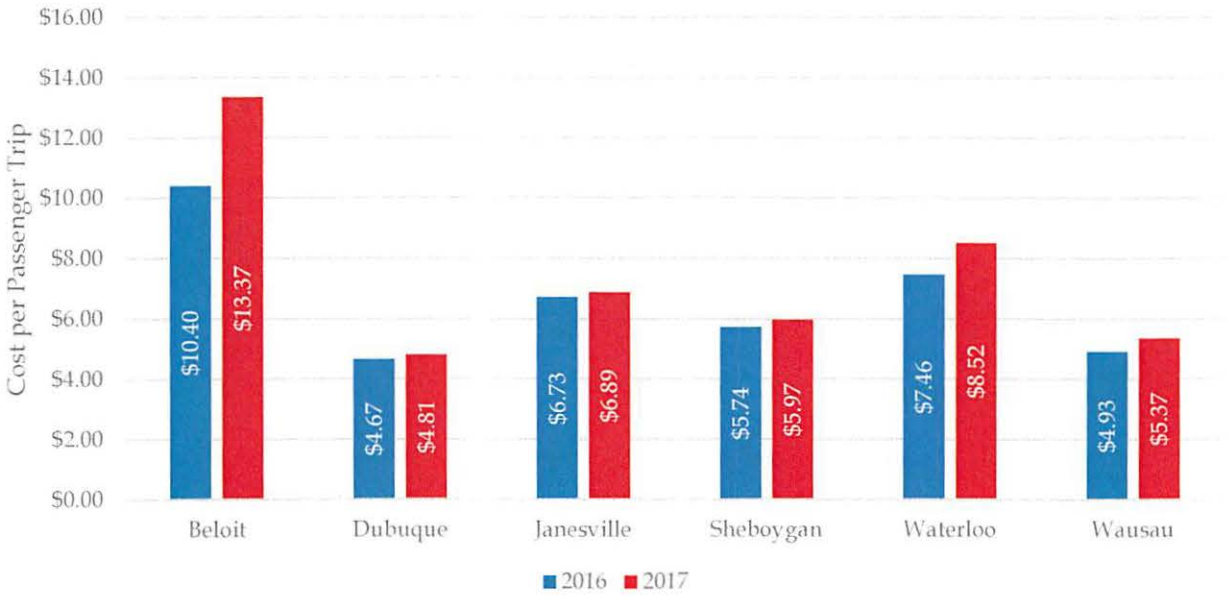


Source: 2016 and 2017 National Transit Database Agency Profiles, Federal Transit Administration; and Bay-Lake Regional Planning Commission, 2019.

Cost per Passenger Trip

The cost per unlinked passenger trip is compared in Figure 7.4. Shoreline Metro was the third lowest of the six transit systems in the comparison in both 2016 and 2017. The cost per passenger trip for Shoreline Metro increased to $5.97 in 2017, an increase of 4.0 percent from 2016. All of the peer transit systems had increases in their cost per passenger trip between 2016 and 2017, ranging from 2.4 percent (Janesville) to 28.6 percent (Beloit).

Figure 7.4: Cost per Passenger Trip



Source: 2016 and 2017 National Transit Database Agency Profiles, Federal Transit Administration; and Bay-Lake Regional Planning Commission, 2019.

Cost Allocation Model

Cost information from 2018 was used to develop a three factor cost allocation model of current Shoreline Metro operations. Such a model is useful in estimating the costs of various individual routes, as well as in estimating the cost ramifications of any proposed service alternatives. In order to develop such a model, each estimate of cost is allocated to one of two service variables. The two service variables used to allocate costs are the number of revenue hours and the number of revenue miles. In addition, fixed costs are identified as being constant. This is a valid assumption for the short-term future, although fixed costs could change over the long-term future.

Examples of the cost allocation methodology include: allocating fuel costs to revenue miles; allocating operator wages to revenue hours; and allocating training and liability insurance expenses to fixed costs. Total costs allocated to each variable are then divided by the total route services quantity (i.e.: total revenue hours or total revenue miles in 2018) to determine a cost rate for each variable.

The allocation of cost for the 2018 Shoreline Metro operation is presented in Table 7.1. This cost allocation has been applied to fixed-route services only. Paratransit services provided by the Metro Connection division of Shoreline Metro have been excluded from the cost allocation methodology in order to focus on the productivity of Shoreline Metro's fixed-route service. The cost allocation shown in Table 7.1 yields the following cost equation for fixed-route services:

Total Cost = ($36.48 X Revenue Hours) + ($2.10 X Revenue Miles) + $846,819

Table 7.1: Shoreline Metro Cost Allocation Model, 2018

Annual Expenses		Cost Factor		
		Revenue Hours	Revenue Miles	Fixed Cost
Expenses - Operations				
Salaries and Wages	$1,083,509	$1,083,509		
Employer Paid Benefits	$435,262	$435,262		
Uniforms	$12,478	$12,478		
Total Expenses - Operations	**$1,531,249**	**$1,531,249**	**$0**	**$0**
Expenses - Maintenance				
Salaries and Wages	$327,464		$327,464	
Employer Paid Benefits	$151,113		$151,113	
Tires and Tubes	$30,639		$30,639	
Vehicle Maintenance	$8,118		$8,118	
Facilities Maintenance	$24,627		$24,627	
Fuel, Oils and Lubricants	$266,959		$266,959	
Tools and Small Equipment	$15,083		$15,083	
Parts	$223,419		$223,419	
Fire Fighting Supplies	$554		$554	
Total Expenses - Maintenance	**$1,047,976**	**$0**	**$1,047,976**	**$0**
Expenses - Administration				
Salaries and Wages	$449,143			$449,143
Employer Paid Benefits	$193,620			$193,620
Financial Services Fees	$4,000			$4,000
Advertising and Marketing	$25,600			$25,600
Medical Services	$3,930			$3,930
Security Services	$276			$276
Contracted Services	$26,425			$26,425
Office Equipment Maintenance	$24,730			$24,730
Utilities	$59,774			$59,774
Publications and Professional Organizations	$4,844			$4,844
Training and Education	$5,788			$5,788
Travel	$0			$0
Equipment and Supplies	$12,733			$12,733
Liability Insurance	$108,282			$108,282
Total Expenses - Administration	**$919,145**	**$0**	**$0**	**$919,145**
TOTAL EXPENSES	**$3,498,370**	**$1,531,249**	**$1,047,976**	**$919,145**
Service Variable Quantities	---	37,847	537,066	1
Cost Equation Factor	---	$40.5	$2.0	$919,145

Source: Shoreline Metro, 2018; and Bay-Lake Regional Planning Commission, 2020.

Route Productivity

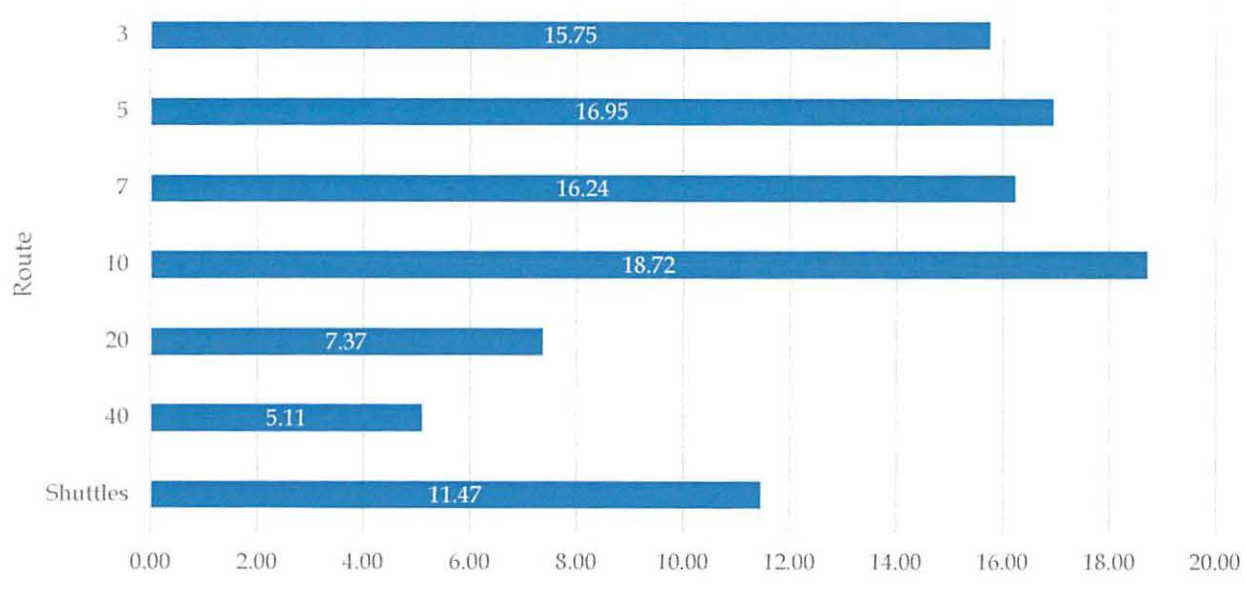
Each individual route has been evaluated to determine its productivity in terms of passengers

per hour, passengers per mile, and cost per passenger. Individual route productivity is shown in Table 7.2. Table 7.2 and its accompanying narrative measure productivity for each route for all periods of operation for that route in 2018, including Saturdays for all regular routes.

Passengers per Hour – Regular Routes

The route productivity in passengers per hour for regular routes is shown in Figure 7.5. There was significant variation in the number of passengers per hour, ranging from over 5.1 passengers per hour to over 18.7 passengers per hour. Route 10 had the highest productivity using this measure among regular routes, followed by Route 5, Route 7 and Route 3. The route which exhibited the lowest productivity using this measure was Route 40 (a seasonal route catering to tourism). The North and South Shuttles also had a robust passenger per hour ratio, while Route 20 had a lower passenger per hour ratio in comparison to other routes. The passenger per hour ratio for regular routes was calculated for all days of service operation in 2018. It should be noted that weekday productivity would be higher than Saturday productivity for most regular routes.

Figure 7.5: Passengers per Hour: Regular Routes



Source: Shoreline Metro, 2018; and Bay-Lake Regional Planning Commission, 2019.

Table 7.2: Route Productivity

Route	Passengers per Day	Annual Passengers	Trips per Weekday	Trips per Saturday	Trip Hours	Miles per Trip	Passengers per Hour	Passengers per Mile	Cost per Passenger	Annual Cost per Route
3	406	124,786	54.00	20	0.50	6.9	15.75	1.28	$5.27	$657,549
5	437	134,310	54.00	20	0.50	7.4	16.95	1.29	$5.04	$677,293
7	419	128,684	54.00	20	0.50	8.5	16.24	1.07	$5.60	$720,729
10	483	148,298	54.00	20	0.50	8.1	18.72	1.30	$4.75	$704,934
20	62	19,156	8.50	5	1.00	21.4	7.37	0.39	$13.82	$264,747
40*	53	4,385	20.00	16	0.50	4.6	5.11	0.62	$14.00	$61,380
Tripper #101**	8	1,396	1.00	0	1.00	24.6	7.33	0.34	$14.99	$20,932
Tripper #102**	12	2,123	1.00	0	1.00	21.7	11.15	0.58	$9.21	$19,555
Tripper #201**	16	2,840	1.00	0	2.00	19.3	7.46	0.87	$9.74	$27,673
Tripper #202**	17	3,100	1.00	0	2.00	15.9	8.14	1.15	$8.41	$26,059
North and South Shuttles	100	30,578	14.64	24	0.50	6.5	11.47	0.99	$7.06	$215,848
Annual Total Cost										$3,396,699

*Route 40 is a seasonal route that (in 2018) began operating the day after Memorial Day and ran through the Saturday before Labor Day. Route 40 serves several attractions in downtown Sheboygan, the Riverfront, the Lakefront and South Pier. Route 3 also serves the South Pier area.

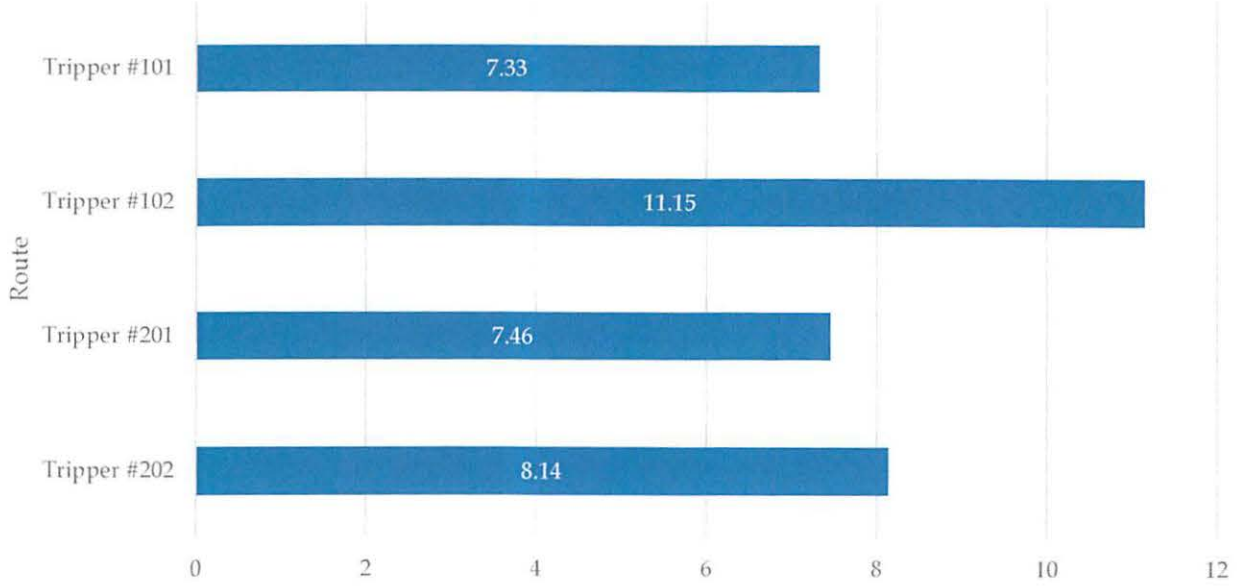
**The tripper routes primarily serve students traveling to and from school. Routes 101 through 102 were morning routes, while Routes 201 through 202 were afternoon routes. All routes were in operation throughout the 2018 portion of the 2017 - 2018 and 2018 - 2019 school years.

Source: Shoreline Metro, 2018; and Bay-Lake Regional Planning Commission, 2020.

Passengers per Hour – School Tripper Routes

The route productivity in passengers per hour for school tripper routes is shown in Figure 7.6. The variation in the number of passengers per hour among school tripper routes ranged from over 7.3 passengers per hour to nearly 11.2 passengers per hour. Tripper 102 had the highest productivity using this measure among school tripper routes, followed by Tripper 202. School tripper routes which exhibited the lowest productivity using this measure included Trippers 101 and 201. All trippers in this analysis operated during all school days in 2018 (178 days).

Figure 7.6: Passengers per Hour: School Tripper Routes



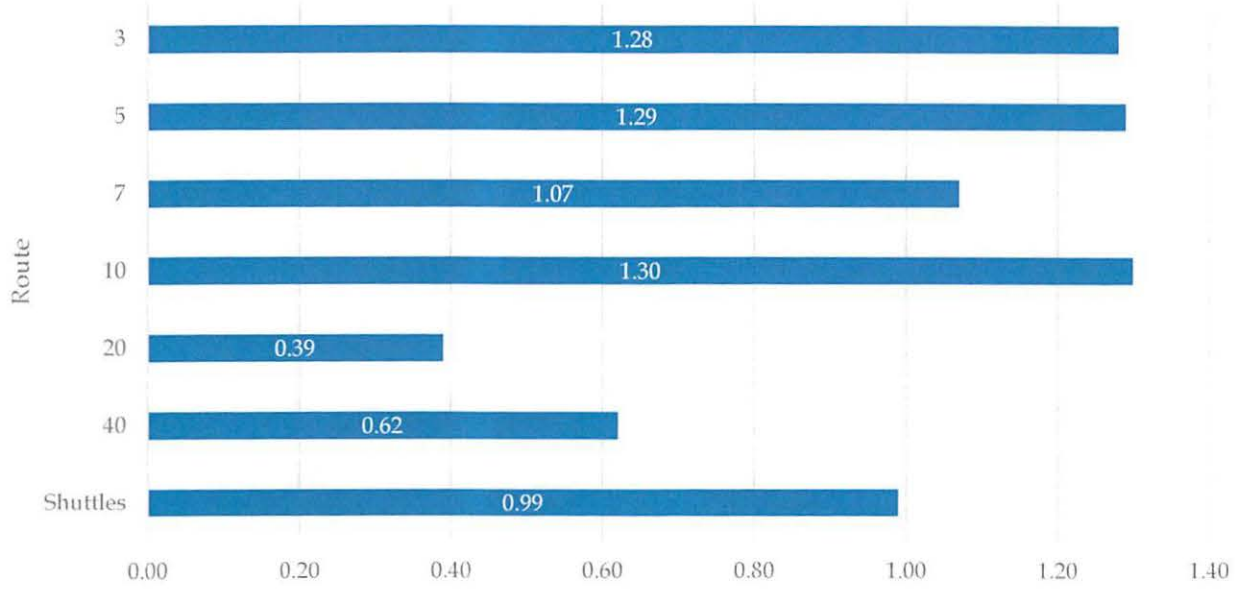
Source: Shoreline Metro, 2018; and Bay-Lake Regional Planning Commission, 2019.

Passengers per Mile – Regular Routes

The route productivity in passengers per mile for regular routes is shown in Figure 7.7. As is evident in Figure 7.7, there was significant variation in the number of passengers per mile, ranging from 0.39 passengers per mile to 1.30 passengers per mile. Route 10 had the highest productivity using this measure among regular routes. Other high productivity routes using this measure (in order of the most productivity) include Routes 5, 3 and 7, and the North and South Shuttles. Route 20 had the lowest productivity using this measure among regular routes, followed by Route 40.

With the exception Route 40 (which is a seasonal route), the passenger per mile ratio for regular routes was calculated for all days of service operation in 2018. It should be noted that weekday productivity would be higher than Saturday productivity for most regular routes.

Figure 7.7: Passengers per Mile: Regular Routes

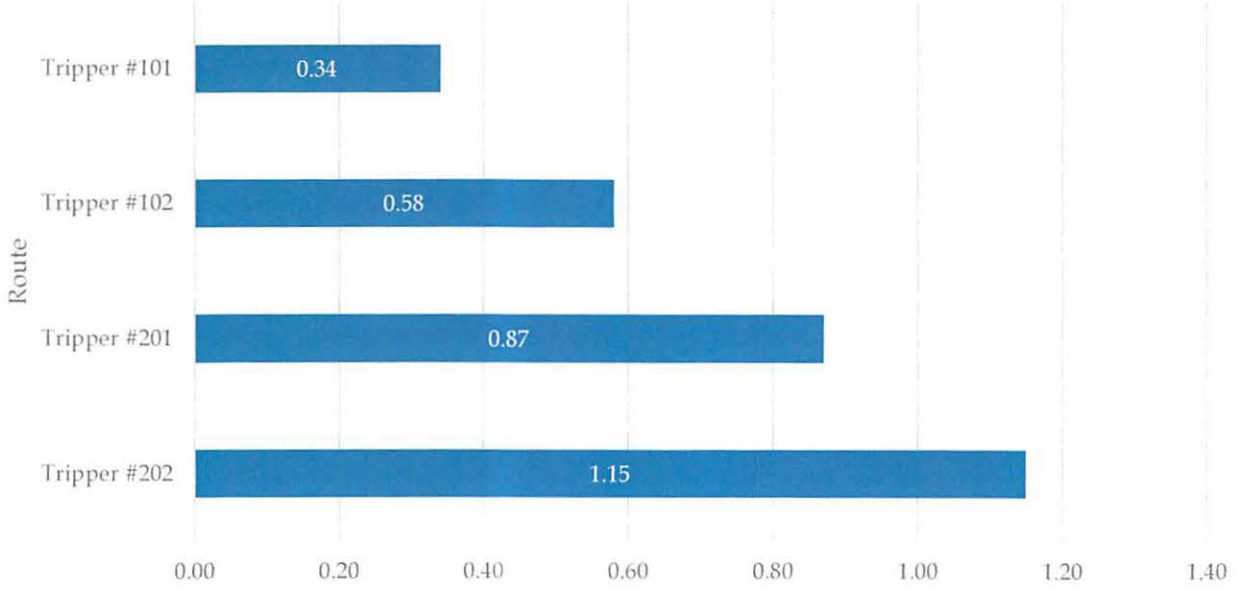


Source: Shoreline Metro, 2018; and Bay-Lake Regional Planning Commission, 2019.

Passengers per Mile – School Tripper Routes

The route productivity in passengers per mile for school tripper routes is shown in Figure 7.8. The variation in the number of passengers per mile among trippers ranged from 0.34 passengers per mile to 1.15 passengers per mile. Tripper 202 had the highest productivity using this measure among school tripper routes. Another high productivity school tripper route was Tripper 201. It should be noted that both of these high productivity routes run in the afternoon. The school tripper route which exhibited the lowest productivity using this measure was Tripper 101, followed by Tripper 102. All trippers operated during all school days in 2018 (178 days).

Figure 7.8: Passengers per Mile: School Tripper Routes



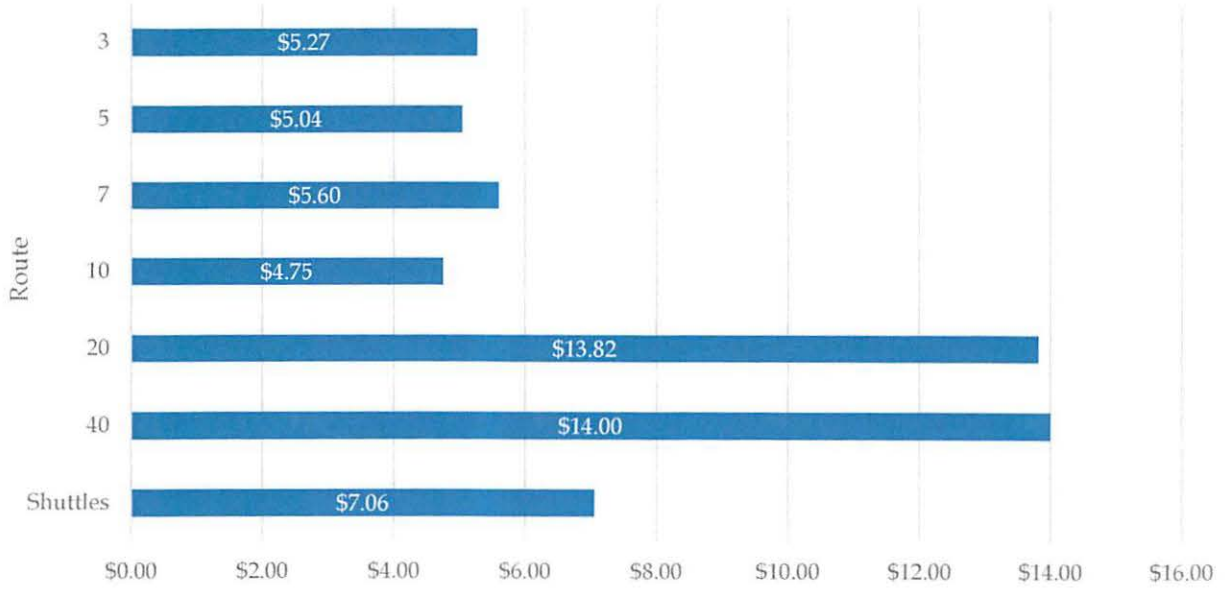
Source: Shoreline Metro, 2018; and Bay-Lake Regional Planning Commission, 2019.

Cost per Passenger – Regular Routes

The route productivity in terms of cost per passenger for regular routes is shown in Figure 7.9. There was significant variation in the cost per passenger among the regular routes, ranging from $4.75 to $14.00. A majority of the regular routes were operating in the range of a $4.75 to $5.60 cost per passenger trip. At $4.75 per passenger, Route 10 had the highest productivity using this measure among regular routes, followed by Route 5 ($5.04), Route 3 ($5.27), and Route 7 ($5.60). Regular routes which exhibited lowest productivity using this measure included Route 40 ($14.00), followed by Route 20 ($13.82). The North and South Shuttles had a cost per passenger of $7.06.

Again, with the exception of Route 40 (which is a seasonal route), the cost per passenger ratio for regular routes was calculated for all days of service operation in 2018. It should be noted that weekday productivity would be higher than Saturday productivity for most regular routes.

Figure 7.9: Cost per Passenger: Regular Routes

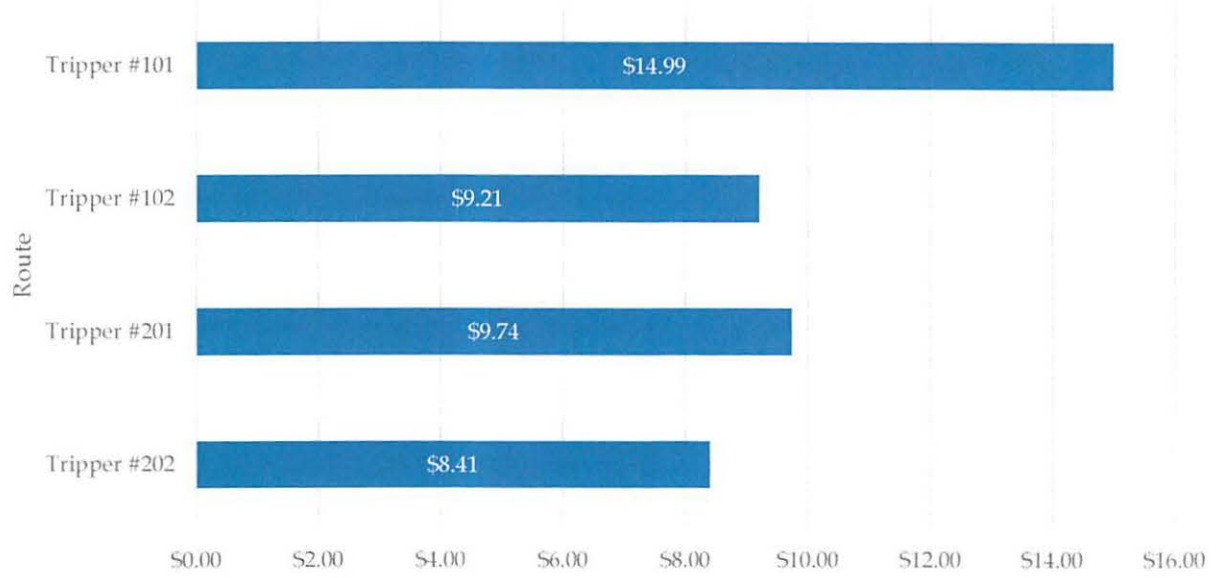


Source: Shoreline Metro, 2018; and Bay-Lake Regional Planning Commission, 2019.

Cost per Passenger – School Tripper Routes

The route productivity in terms of cost per passenger for school tripper routes is shown in Figure 7.10. Variation in the cost per passenger ranged from $8.41 to $14.99. At $8.41 per passenger, Tripper 202 had the highest productivity using this measure among school tripper routes. At the other end of the spectrum, at $14.99 per passenger, Tripper 101 had the lowest productivity using this measure among school tripper routes. In between these two extremes were Tripper 102 ($9.21 per passenger) and Tripper 201 ($9.74 per passenger). Again, all tripper routes operated during all school days in 2018 (178 days).

Figure 7.10: Cost per Passenger: School Tripper Routes



Source: Shoreline Metro, 2018; and Bay-Lake Regional Planning Commission, 2019.

Overall System Performance By Day Of The Week

Weekdays

There were a total of 566,208 weekday trips made in 2018, or an average of over 2,220 trips per weekday of service. On an "average" weekday in 2018, there were 1.15 passengers per revenue mile, 15.88 passengers per revenue hour, and 8.96 passengers per route run. "Average" weekday statistics are higher than "average" Saturday statistics to a great extent because of school tripper route activity and large numbers of passengers traveling to and from work or other activities that occur primarily on weekdays.

Saturdays

There were a total of 33,506 Saturday trips made in 2018, or an average of over 644 trips per Saturday of service. On an "average" Saturday in 2018, there were 0.75 passengers per revenue mile, 10.18 passengers per revenue hour, and 5.69 passengers per route run.

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Chapter 8: Goals, Objectives, and Standards

Introduction

The mission statement, goals, objectives and standards proposed in this chapter are based on consultation with the review committee for this Transit Development Program (TDP), as well as on consultation with the ridership of the transit system, transit driver leaders, and with the general public, as well as based on review of community characteristics. This mission statement indicates what transit should strive to achieve during the period covered by this TDP. In addition to the mission statement, goals, objectives and standards have been developed to guide implementation of this plan. It should be noted that some objectives and standards (e.g.: some objectives related to funding) appeared in the 2012-2016 TDP. This does not indicate that these objectives and standards were not met, but it does indicate that they require ongoing attention. Furthermore, many of the objectives and standards in this chapter are long-range visions of ideal transit service, and can be achieved only as resources and support permit. Some of these long-range objectives and standards were recommended by members of the review committee, are in line with "best practices" endorsed by professional transportation associations, and are in use in other transit systems; these practices could be well-suited for transit in the Sheboygan area as it continues to grow.

Mission Statement

Transit service in the Sheboygan area is an essential community service, and many current and future residents and visitors will need transit service in the future. Current users of public transportation include those who are either unable to drive or those who do not have a vehicle available for their own transportation. As the population ages, the number of transit riders in these groups is anticipated to grow. Current users also include a limited number of choice riders. All of these constituencies are expected to remain an integral part of the transit system in the future, and transit should maximize mobility within the Sheboygan area for these groups while remaining productive and efficient.

However, transit should also strive to attract riders from groups that could increase ridership while improving the community image of transit. The community image of transit in general, and various attitudes toward transit services in Sheboygan in particular, are increasingly important as ride-sharing services become more popular despite their higher cost per trip. To increase ridership, specific groups to target include employees from various sectors of the economy, young professionals and families who relocated to the Sheboygan area for work, as well as students in post-secondary educational institutions. Shoreline Metro has at its disposal multiple models of success for increasing ridership, including the bulk rider contract with the Sheboygan Area School District. In addition to these models, mutually beneficial creative solutions exist for increasing ridership from other groups. These include employer subsidies for employees to ride transit, bulk rider contracts with major employers and post-secondary educational institutions, and public-private partnerships. In the ongoing process of increasing ridership, all of these options should be explored and tailored to match the needs of transit, riders, employers and post-secondary educational institutions.

Transit service should be affordable to riders and to taxpayers (including affordability for participating units of government). A balance must be maintained between raising property tax levies (or other local taxes) and raising fares beyond the affordability range of the ridership. With this balance in mind, Shoreline Metro should continue to aggressively demonstrate to federal, state and local decision makers the need for their funding and support of transit. Such demonstrations

should also tout the benefits transit offers current and future residents and visitors, especially as Sheboygan positions itself as an increasingly attractive destination for young professionals and families. Shoreline Metro can safeguard the future of transit in the Sheboygan area by sustaining ongoing dialogues with federal, state and local entities. This ongoing communication can ensure that in the event that funding from one sources decreases, other established funding sources can be tapped to sustain transit operations. In addition, the transit system should strive for even higher levels of efficiency and sustainability, both of which have the potential to decrease operational costs. Some methods to meet these objectives (such as signal timing efforts) will require cooperation across units of government and departments within those units of government, which will strengthen working relationships into the future.

Accessibility for all potential riders remains a key goal for transit. Shoreline Metro has already achieved full accessibility through ADA-compliant revenue service vehicles and its Metro Connection program, yet the potential exists for future progress. Accessibility includes such aims as allowing riders to seamlessly integrate Shoreline Metro trips with other modes of transportation, which can serve as both a marketing tool and as a tool to increase ridership. Accessibility can also be conceptualized in terms of access to information, which Shoreline Metro can increase by more widely distributing educational materials and carrying out more demonstrations of how to use transit.

Expansion of the transit service area should also be considered. By continuing to build support among neighboring units of government, Shoreline Metro can undertake a fiscally sustainable expansion into adjacent communities. In addition to being grounded in cooperation and communication with local units of government, any potential expansion of the service area should also ensure that new or expanded routes meet productivity standards. This service area expansion will allow Shoreline Metro to remain the transportation option of choice within the Sheboygan area while also offering enhanced mobility around the metropolitan area and possibly around the county.

It is important to identify key transit service areas and transit corridors. Geographic areas of the transit service area which should receive the highest level of transit service include census block groups with relatively high levels of youth, senior citizens, persons with disabilities, persons commuting by bus, low income households, zero- and one-vehicle households, as well as key activity centers. Key activity centers include: health care facilities; educational facilities; retail and shopping centers; governmental, social service and non-profit facilities; entertainment and recreation facilities; major employers; mobile home parks; major apartment complexes; and major parks.

It will also be important to influence land use decisions, particularly concerning the location of key transit trip generators. The Sheboygan Transit and Parking Utility (either as staff or acting through the Transit Commission) should make recommendations to the City Redevelopment Authority, the City Plan Commission and to the Common Council regarding proposed locations for such facilities. Higher quality transit service will be possible for these facilities only if these are located within the transit service area and if transit access is spatially integrated into their design.

Based on input from the review committee for the TDP, transit driver leaders, and from the general public, as well as based on review of community characteristics, the following consensus-based mission statement indicates the proposed direction of Shoreline Metro over the short-term future:

> **To provide customers with professional and accessible transportation solutions that are affordable, efficient, reliable, safe and courteous.**

Goals, Objectives And Standards

GOAL 1: To assure that quality transit service continues to be available, financed through fares and through federal, state, local and non-governmental funding sources.

OBJECTIVE 1.1: By continually advocating for the needs of transit (including transit capital needs) with federal and state legislators pertinent to transit operations.

Standard 1.1.1: Shoreline Metro staff should continue to participate in all activities of the Wisconsin Public Transit Association (WIPTA) in which federal and state funding issues are addressed.

Standard 1.1.2: Shoreline Metro staff should make direct, in-person contact with federal and state legislators in Madison, in Washington, and when these legislators return home during legislative recesses or at other times.

Standard 1.1.3: Shoreline Metro staff should host state and federal legislators for tours of the transit operation and brief "town hall" meetings with passengers, drivers and management at least once each year; this event could precede or follow "town hall" meetings held by these legislators in the Sheboygan area.

Standard 1.1.4: Shoreline Metro staff should continue to participate in meetings in which elected local officials and local interest groups discuss transportation funding issues, acting as an advocate for transit funding at all levels of government while promoting the benefits of transit.

Standard 1.1.5: Through advocacy, meeting with state and federal legislators, and promoting the benefits of transit, work to ensure that a combination of FTA Section 5307 funding and WisDOT Section 85.20 funding accounts for at least 53 percent of operational funding each year throughout the period covered by this TDP.

OBJECTIVE 1.2: By assuring a state-local operational funding floor of at least 48 percent each year throughout the period covered by this TDP.

Standard 1.2.1: The Director of Transit and Parking should work with the Sheboygan Transit Commission and with the Common Council to maintain sufficient local funding to meet this objective throughout the period covered by this TDP.

OBJECTIVE 1.3: By assuring that 15 percent or more of operational funding comes from users of the transit operation, while the fare structure continues to include discounts for veterans, elderly persons, students and vulnerable populations.

Standard 1.3.1: Fares should be established so that farebox revenues cover between 15 percent and 20 percent of operational funding in any given year. If state, local or federal funding fluctuates and fares must be altered for farebox revenues to remain in this range, adequate public notice should be given of any changes to the fare structure.

Standard 1.3.2: The fare structure, including discounts and special pricing, should be monitored so that it remains affordable for all groups.

Standard 1.3.3: Revenue from bulk rider contracts should be monitored. When renegotiated, these contracts should produce adequate revenue to sustain the projected number of riders while remaining advantageous to the employer or other entity signing the contract.

OBJECTIVE 1.4: By maximizing revenues received from vehicle advertising and other proprietary opportunities, thereby offsetting the costs to users of the transit operation.

Standard 1.4.1: Advertising should be permitted on transit buses, and, where feasible, at passenger shelters. Such advertising should be allowed only within the parameters of an established policy concerning advertising on buses and other transit facilities (i.e.: no tobacco or alcohol advertising). Advertising opportunities should continue to be publicized on the Shoreline Metro website and through other means.

Standard 1.4.2: The transit information center should be maintained at the transfer point and should include personnel able to sell fare media. Businesses that would desire to appear on the transit location map (identified in Standard 5.6.1) could pay for the service.

OBJECTIVE 1.5: By advocating for outside funding, greater flexibility and more autonomy on transit issues with federal, state and local legislators.

Standard 1.5.1: Advocate for stable federal (FTA Section 5307) and state (Sections 85.20 and 85.205) mass transit operating assistance.

Standard 1.5.2: Advocate for stable federal (FTA Section 5339) and state mass transit capital assistance.

Standard 1.5.3: Advocate for more dedicated funding sources, such as motor fuel tax indexing and alternatives to the motor fuel tax.

Standard 1.5.4: Work to persuade local decision makers to consider removing human service needs (including transit) from locally imposed spending caps, or to list transit as a separate levy rather than grouping it with all other city general purposes.

Standard 1.5.5: Work to expand Shoreline Metro's service area and revenue base to surrounding towns, particularly the Town of Sheboygan, as well as to other communities near the service area which may desire the expansion of transit service into their communities.

Standard 1.5.6: If an RTA is authorized by the state legislature for Sheboygan County and/or the Sheboygan Metropolitan Area, work with local decision makers and with the public to consider seeking approval of a revenue source to implement the RTA.

GOAL 2: To assure that the transit operation remains affordable to passengers and to participating local units of government.

OBJECTIVE 2.1: By assuring that the combination of revenues received from passenger fares as well as from vehicle advertising and other proprietary opportunities does not exceed 25 percent of total expenses of the transit operation.

Standard 2.1.1: Revenues received from vehicle advertising and other proprietary opportunities should be used to offset total revenues required of passengers.

Standard 2.1.2: Produce additional non-fare, non-governmental revenues, including, but not limited to, advertising revenue.

OBJECTIVE 2.2: By having adequate commitment on the part of local governments in the transit system service area to maintaining a viable transit system by accepting the responsibility of providing sufficient financial support.

Standard 2.2.1: Shoreline Metro staff should continue to educate local decision makers concerning transit finances and revenue sources, and should work with decision makers toward a multi-year staging of increased local commitment toward the transit operation that keeps up with increases in total operational expenses and compensates for possible losses in

federal and state operating revenues (adjusted for inflation) each year.

Standard 2.2.2: Keep transit affordable for current and potential participating local units of government.

Standard 2.2.3: Consider sharing of certain services between Shoreline Metro and nearby transit operations (or between Shoreline Metro and other departments of the City of Sheboygan) in cases where "economies of scale" can lead to cost savings.

Standard 2.2.4: Consider moving away from the property tax as the appropriate mechanism to fund the local share of transit (when legally authorized by the state legislature); possible alternatives may include local option sales or motor fuel taxes.

Standard 2.2.5: Work to rebut the opinions of the "vocal minority" opposed to transit.

OBJECTIVE 2.3: By maintaining the passenger fare structure at a reasonable level through the period covered by the TDP.

Standard 2.3.1: Passenger fares in select categories can be lowered in periodic well-publicized marketing campaigns and offers.

Standard 2.3.2: The fare structure of the transit operation should be reexamined in this planning effort, and recommendations for simplification of the fare structure should be made where feasible.

Standard 2.3.3: Institute a pass for post-secondary students (per year or per semester) to make transit more affordable to students and their families.

Standard 2.3.4: Institution of weekly passes for adults and for students outside the Sheboygan Area School District should be examined as part of this planning effort.

Standard 2.3.5: A discounted monthly pass should be offered to certified low income passengers if grants are obtained to subsidize such a program.

Standard 2.3.6: Encourage employers to subsidize monthly transit passes for their employees; such subsidization is deductible from federal corporate income taxes.

GOAL 3: To maintain high ridership levels and to increase ridership above levels observed in the past decade as part of an effort to improve community support of the transit operation.

OBJECTIVE 3.1: By addressing noise, comfort, cleanliness and seating capacity issues on (and otherwise making improvements to) all revenue service vehicles in the transit fleet.

Standard 3.1.1: Shoreline Metro management should ensure that new revenue service vehicles that are added to the fleet meet internal benchmarks for comfort and to assure that lack of a smooth ride is caused by factors external to the vehicle; pre-award demonstration of the candidate vehicle for these attributes should occur.

Standard 3.1.2: Vehicles which are being considered for purchase by Shoreline Metro should first be tested at transit operations elsewhere in Wisconsin which have experience with these vehicles in revenue service.

Standard 3.1.3: Continue to ensure that all revenue service vehicles are kept clean at all times.

Standard 3.1.4: Consider adding various onboard amenities for riders, including Wi-Fi. Such amenities should be most strongly considered for routes with longer average passenger riding times.

OBJECTIVE 3.2: By continuing efforts to coordinate the timing and arrival of transit service with the arrival of intercity mass transportation services.

Standard 3.2.1: Aggressive efforts should be made to retain Jefferson Lines, Indian Trails and Lamers Connect bus service at the downtown transfer point, as well as to attract other intercity mass transportation services to the downtown transfer point. Tickets for intercity bus service should be sold at the transfer point.

Standard 3.2.2: In the event that it is not possible to retain or attract intercity mass transportation services at the downtown transfer point, the transit operation should provide timely service to the locations which these services select as their pick-up and drop-off points in Sheboygan.

OBJECTIVE 3.3: By providing expanded and customized transit service to areas dominated by manufacturing and other large economic activity.

Standard 3.3.1: Transit management should continuously monitor starting and ending times for shifts of manufacturing and other large firms in the service area through an ongoing dialogue, and consider minor adjustments to the timing of routes to better coordinate with these starting and ending times.

Standard 3.3.2: Consider expanding the hours of weekday transit service operation to make transit more accessible for shift workers. Additional transit service should be marketed and tested on a trial basis; if such service meets the provisions of Standard 4.1.1, then such service should be instituted on a long-term basis.

Standard 3.3.3: Consider expanding the hours and increasing the frequency of Saturday transit service operation (including operating routes every half hour) to make transit more accessible for shift workers on Saturdays. Additional transit service should be marketed and tested on a trial basis; if such service meets the provisions of Standard 4.1.1, then such service should be instituted on a long-term basis.

Standard 3.3.4: Fixed-route transit service should run as close as practical to manufacturing and other large firms with greater than 100 employees and all industrial parks in the transit system service area.

Standard 3.3.5: Continue serving industrial and other large employment centers in Kohler and Sheboygan Falls, and consider expansion of service to larger employers if they develop in surrounding towns and can be justified by projected ridership levels. Expansion should be marketed and tested on a trial basis and should meet the criteria in Standard 4.1.1. Encourage such firms to subsidize monthly passes and educate them on the tax benefits of subsidization.

OBJECTIVE 3.4: By providing timely, direct service to the University of Wisconsin - Green Bay, Sheboygan campus and by providing service to post-secondary educational institutions outside the transit service area, including Lakeshore Technical College and Lakeland University.

Standard 3.4.1: The LTC Express route between Sheboygan and the Lakeshore Technical College campus in Cleveland, sustained in partnership with LTC and GO Riteway, should be maintained.

Standard 3.4.2: Students who live in the transit service area and who attend the Lakeland University main campus west of Howards Grove should be surveyed concerning their willingness to use a transit shuttle to get to and from class, and, if willing to use the service, the best times for arrival and departure on the campus which fit their schedule. If survey

results appear promising, intermittent service to the campus could be instituted on a trial basis. If the service meets the provisions of Standard 4.1.1 during the trial period, the changes should be instituted on a permanent basis. This service could be either demand-response or could be fixed-route with its origin at the transfer point at a time compatible with connections to other routes.

Standard 3.4.3: Continue to ensure that Lakeshore Technical College and Lakeland University satellite campuses within the transit service area are adequately served by Shoreline Metro. (Lakeshore Technical College's LTC Sheboygan campus is located at 1320 Niagara Avenue in Sheboygan, while Lakeland University offers select classes at the Kohler Company).

OBJECTIVE 3.5: By implementing a public education campaign to promote transit being an accessible option for all demographics.

Standard 3.5.1: Feature employees from various sectors of the economy giving testimonials concerning how transit is a useful service in getting them to and from their jobs, particularly in contrast to ride-sharing services. These testimonials should be developed into persuasive advertising by a professional agency, and used in newspaper ads, radio spots and on social media platforms as part of the transit operation's advertising budget.

Standard 3.5.2: Have regular newspaper and radio advertising educating the public concerning the environmental benefits of using transit, the real total costs of operating an automobile, ease-of-use and technological integration (described in Standard 5.6.2) and educational materials (described in Standards 5.7.2 and 5.7.3).

Standard 3.5.3: Continue marketing of the transit operation to individuals in the transit service area who communicate in languages other than English, with special emphasis on marketing in Spanish, Hmong and Braille. Remain prepared to translate such marketing into other languages if limited English proficient (LEP) groups move to the transit service area. Such marketing should be placed in media that reach these target groups, including newsletters, posters in places of worship and stores, or special radio programs.

Standard 3.5.4: Participate in presentations to various interest groups as part of the transit system's public relations and community outreach program.

OBJECTIVE 3.6: By implementing targeted marketing of identifiable passenger groups as a means of supporting transit, through development of community involvement and partnerships.

Standard 3.6.1: All new services should be marketed through newspaper, radio and social media advertising toward affected populations (students and employees).

Standard 3.6.2: Continue to utilize bus signage to market special offers or new services of the transit system.

Standard 3.6.3: Continue to increase the availability of transit schedules (including connections to intercity passenger services) and informational fliers at key locations throughout the service area, including banks, credit unions, hotel and motel lobbies, shopping centers, schools, libraries, and various public buildings throughout the service area and in communities which might soon be added to the service area.

Standard 3.6.4: Publish maps of individual routes, and have these available to the public at informational kiosks at the transfer point and other locations, on the Shoreline Metro website, as well as in a pamphlet format.

Standard 3.6.5: Develop partnerships with local non-profit, business and industry groups, increase community support through marketing and/or chamber of commerce groups (including the Sheboygan County Economic Development Corporation), and integrate transit marketing with economic development initiatives, including the Sheboygan County Economic Development Corporation's "Someplace Better" campaign.

Standard 3.6.6: Shoreline Metro should participate in statewide marketing campaigns when they occur.

Standard 3.6.7: Shoreline Metro should consider targeted marketing in specific portions of the transit service area during street construction periods.

Standard 3.6.8: Shoreline Metro should market its services at community events.

Standard 3.6.9: Shoreline Metro should update its route and schedule map and other media in the primary non-English languages of the service area (Spanish, Hmong, etc.) as well as in Braille.

Standard 3.6.10: Offer special days for prospective riders to educate them about they can benefit from transit services (discount day, learn how to use the bus day, etc.). Such events should be heavily publicized for maximum effect.

OBJECTIVE 3.7: By providing service to meet published schedules.

Standard 3.7.1: No vehicles in fixed-route service will operate ahead of schedule.

Standard 3.7.2: At least 95 percent of vehicles in fixed-route service will operate no more than 5 minutes behind schedule.

Standard 3.7.3: Demand-response service will exceed 95 percent of trips within 30 minutes of the requested time for pickup for ADA paratransit service.

Standard 3.7.4: Missed trips (as defined by 30 or more minutes late for fixed-route service, and requests which cannot be served for demand-response service) should be kept to a minimum.

Standard 3.7.5: Exceptions to Standards 3.7.2 through 3.7.4 can be made under unusual circumstances (poor weather conditions, rail or boat traffic, mechanical breakdowns, etc.). Monitoring of whether the transit system meets these standards should exclude trips made which involve these circumstances in order to ensure a safe transit operation. Any such change in routes or times should continue to be accompanied by public notice on the Shoreline Metro website and through social media and mobile applications to the extent possible.

Standard 3.7.6: Minimum standards for fixed-route service (with the exception of the Kohler/Sheboygan Falls Route) should be 30 to 45 minute headways during peak periods, and 60 minute headways during non-peak periods.

OBJECTIVE 3.8: By utilizing better planning to offer transit service that is quick and convenient for riders in order to improve ridership.

Standard 3.8.1: Better connect residents and other riders to key destination points in the transit service area.

Standard 3.8.2: Continually examine restructuring of passenger pick-up points.

Standard 3.8.3: Continually examine changing demographics in the service area, including

low population growth and smaller households, and their potential impacts on ridership.

Standard 3.8.4: Work to continually improve the continuity of route timing and structuring.

Standard 3.8.5: More effectively plan routes so that bus drop-off points are positioned on the same side of the street as trip generators (businesses, agencies, etc.). When this is not possible, position transit stops where there are accessible crossings.

OBJECTIVE 3.9: By aggressively pursuing more bulk rider contracts to replicate the success of the Sheboygan Area School District contract, and by pursuing employer subsidies for monthly passes.

Standard 3.9.1: Communicate with schools and medium and large sized firms within the transit service area about the benefits of bulk contracts and subsidies.

Standard 3.9.2: Communicate with large firms within the transit service area about the benefits of subsidizing monthly passes; these benefits may be tax deductible for the employer.

GOAL 4: To assure that transit operations remain efficient, sustainable, and safe, and to continually pursue improvements.

OBJECTIVE 4.1: Maintain schedules and routes to best serve the ridership that are cost effective and efficient.

Standard 4.1.1: Overall fixed-route service should meet productivity levels of 15 passengers per revenue hour and 1.0 passengers per revenue mile. Individual routes should achieve a productivity of 12 passengers per revenue hour and 0.8 passengers per revenue mile. Fixed-route service which does not meet a minimum productivity of 12 passengers per revenue hour or meet a minimum productivity of 0.8 passengers per revenue mile will be evaluated for reconfiguration or for conversion to demand-response service.

Standard 4.1.2: Transit service on regular fixed routes also should be evaluated by time of day to determine if the above productivity levels are being met. If such productivity levels are not being met, policy options include hourly service, reconfiguration or conversion to demand-response service.

Standard 4.1.3: Actions taken to implement Standards 4.1.1 and 4.1.2 should in no way violate Title VI of the Civil Rights Act of 1964; Shoreline Metro staff should evaluate whether service changes resulting from Standards 4.4.1 and 4.4.2 violate Title VI in its triennial Civil Rights Program Updates, and if violations are observed, corrective actions should be taken.

Standard 4.1.4: Before any routes or other services are adjusted, examine if these actions comply with Title VI of the Civil Rights Act of 1964.

Standard 4.1.5: Requests for new service will be evaluated to ensure that productivity objectives noted in Standard 4.1.1 are met. Estimates of ridership for any new service will be used to determine the expected productivity of the proposed service. Proposed new services should be projected to meet the minimum productivity standards.

Standard 4.1.6: Expand the looping of routes so that more of the City of Sheboygan and overall transit service area is covered by the route structure.

Standard 4.1.7: Offer more seamless transportation between Shoreline Metro's fixed-route service and its Metro Connection service.

OBJECTIVE 4.2: By continually monitoring the efficiency of the transit system and by pursuing

new methods for increased efficiency, including increasing average bus speed and reducing idling time.

Standard 4.2.1: In partnership with the Transit Commission, city leadership, and department heads, Shoreline Metro staff should conduct a study to determine the increased efficiency and average bus speed provided by controlled intersection signal installation, which would sense and give priority to buses.

Standard 4.2.2: Shoreline Metro staff should conduct a study to determine the increased efficiency and average bus speed provided by implementing off-board fare payment. This off-board fare payment scenario might include installing fare media vending machines at higher volume transit stops.

Standard 4.2.3: Pending the completion and results of the above studies, Shoreline Metro management should consider phasing the implementation of efficiency measures or reserving them for routes with the highest ridership and/or at hours of peak use.

OBJECTIVE 4.3: By continually monitoring the energy consumption, sustainability and negative environmental externalities of all transit facilities and operations, and decreasing energy consumption and improving sustainability where room for such improvement exists.

Standard 4.3.1: Shoreline Metro should monitor the energy consumption of capital assets (including facilities and vehicles) and identify areas where a lower level of energy consumption or a higher level of energy efficiency could be obtained.

Standard 4.3.2: Shoreline Metro should implement energy reduction methods in the areas identified for decreased energy consumption and increased energy efficiency.

Standard 4.3.3: Shoreline Metro should pursue alternative energy sources where these sources would lower the cost of energy consumption and are feasible in the local area.

Standard 4.3.4: Shoreline Metro staff should conduct a study monitoring the negative environmental externalities of its operations.

Standard 4.3.5: Shoreline Metro staff should implement policies and methods designed to achieve sustainability for all its operations.

OBJECTIVE 4.4: By ensuring that capital assets (including revenue service vehicles) can be used for the duration of their useful life.

Standard 4.4.1: Ensure that all capital assets and revenue service vehicles continue to be well-maintained.

OBJECTIVE 4.5: By continuing to offer safe transit service through the monitoring of operator and rider safety, on buses and at bus stops, and at the transfer point, and improve safety where room for such improvement exists.

Standard 4.5.1: Shoreline Metro management should continue to monitor driver safety and implement new crash prevention policies and techniques as necessary.

Standard 4.5.2: Shoreline Metro staff should continue to monitor rider safety and implement new transit policies as necessary.

Standard 4.5.3: Shoreline Metro staff should continue to monitor decorum aboard buses. This is of particular importance as ridership increases and buses carry large volumes of riders during peak times. With the implementation of off-board fare payment described in Standard 4.2.2, drivers would spend less time monitoring fares and would be able to

maintain a high degree of decorum.

Standard 4.5.4: Shoreline Metro staff should continue to monitor behavior at the transfer center and ensure that unacceptable behavior is not tolerated. This is of particular importance as ridership continues to increase due in part to contracts with key trip generators.

OBJECTIVE 4.6: By maintaining adequate staffing levels of qualified and licensed transit operators despite increasingly stringent Commercial Driver License (CDL) requirements.

Standard 4.6.1: Shoreline Metro staff should make direct, in-person contact with WisDOT management and with state and federal legislators in Madison, in Washington, and when these legislators return home during legislative recesses or at other times, with the goal of discussing CDL requirements and how these requirements affect Shoreline Metro's ability to hire qualified operators from a contracting labor pool.

Standard 4.6.2: Shoreline Metro staff should continue to communicate with its transit operators and with their union (Amalgamated Transit Union Local 998) about the requirements and ongoing certifications for maintaining CDL status and any necessary endorsements.

Standard 4.6.3: When staffing needs for additional operators are anticipated, Shoreline Metro should proactively seek out qualified and licensed operators through partnerships with local and regional career preparation and training agencies.

Standard 4.6.4: Shoreline Metro should maintain the partnerships recommended in Standard 3.6.5 and Standard 4.6.3 so that the process of hiring drivers remains stable and predictable into the future.

GOAL 5: To maintain and increase access to transit and transportation choices for all riders, particularly those most in need of transit services.

OBJECTIVE 5.1: By adequately serving residential concentrations of and facilities frequented by transit dependent population groups.

Standard 5.1.1: Census block groups with disproportionate racial minority and Hispanic origin populations should be well served by the transit system in accordance with Title VI of the Civil Rights Act of 1964.

Standard 5.1.2: Key activity centers should be served by the transit system (i.e.: be as close as practical to those activity centers), including: health care facilities; educational facilities; retail and shopping centers; governmental, social service and non-profit facilities; entertainment and recreation facilities; major employers; mobile home parks; major apartment complexes; and major parks.

Standard 5.1.3: Passenger shelters should be considered at important loading points, and all transit stops and shelters should be adequately and frequently maintained.

Standard 5.1.4: As funds become available, or whenever a transit stop is significantly altered, consider the construction of a passenger shelter, with priority given to stops with the largest number of boarding passengers.

Standard 5.1.5: Ensure that shelters are accessible to people with disabilities and that a general level of comfort is built into shelters.

Standard 5.1.6: Shoreline Metro should continue to provide service to low income housing

facilities and to mobile home parks at the periphery of the transit service area.

OBJECTIVE 5.2: By cooperating with human service and social service agencies such that locations of employment placement are adequately served by the transit system both in terms of walking distance as well as in terms of work start and end times.

Standard 5.2.1: Work with these human service and social service agencies so that new employees or others are surveyed as to any need for transit services and are educated as to the existence of the transit operation.

Standard 5.2.2: Shoreline Metro staff should be available at these human service and social service agencies to promote the transit system and answer questions concerning how individuals can use the system.

Standard 5.2.3: Encourage employers of W-2 participants (and other employers in general), as well as W-2 contract administrators, to subsidize monthly transit passes; such subsidization is deductible from federal corporate income taxes, and is a qualifying expense for W-2 contract administrators.

OBJECTIVE 5.3: By locating transit routes within reasonable walking distance of larger child care facilities and facilities that care for elderly individuals or persons with disabilities, particularly as the transit service area involves an increasingly older population.

Standard 5.3.1: Transit service (in particular tripper routes) should be as close as practical to licensed child care facilities with a licensed capacity of 50 children or greater.

Standard 5.3.2: Transit service should be as close as practical to facilities that care for elderly individuals or persons with disabilities.

OBJECTIVE 5.4: By having transit service continue to comply with the requirements of the Americans with Disabilities Act of 1990 (ADA) and exceed such requirements wherever possible.

Standard 5.4.1: Continue complementary ADA paratransit service for qualified individuals, with the anticipation that more individuals might need this service as the number of accessible private options declines.

Standard 5.4.2: Continue to upgrade all transit revenue service vehicles so that they are accessible to persons with disabilities, either through replacement or through rehabilitation, with a preference for using low-floor vehicles.

OBJECTIVE 5.5: By continuing to offer Shoreline Metro's "Metro Connection" service, and by building upon this service to offer more services to communities within Sheboygan County.

Standard 5.5.1: Better communicate the offerings of Metro Connection to the public and to decision makers in Sheboygan County.

Standard 5.5.2: Offer a "one stop" call center (i.e., one that performs the tasks of a mobility manager) for transportation/mobility issues in the Sheboygan metropolitan area and throughout Sheboygan County.

OBJECTIVE 5.6: By quickly disseminating relevant information and maintaining open communication with riders and members of the public through traditional means and through emerging forms of social media and mobile applications.

Standard 5.6.1: The transit information center should be maintained at the transfer point. This center should continue to include a fare media vending machine and personnel able

to answer questions concerning the transit operation. A detailed location map indicating destinations served by the transit system should be available at the transit information center.

Standard 5.6.2: Shoreline Metro should continue to publicize events (particularly closures or route alterations) on its website and through traditional print media, existing and emerging social media platforms and mobile applications.

Standard 5.6.3: Shoreline Metro management should monitor emerging technologies (particularly mobile applications) that would better allow riders to track the location of buses and to better plan their trips. If the transition from the existing mobile application to a new one is deemed feasible or necessary, such a transition should occur with ample public notice.

OBJECTIVE 5.7: By maintaining a high level of accessibility for riders of all abilities and by improving accessibility where room for such improvement exists.

Standard 5.7.1: Shoreline Metro should maintain its "Bus Buddy" program to continue to allow new riders or riders of any ability level to increase their confidence with using transit services.

Standard 5.7.2: Shoreline Metro should continue and expand its program of educational demonstrations at facilities which host elderly residents, residents with disabilities, low-income residents and other groups in need of transit service.

Standard 5.7.3: Shoreline Metro should continue production of educational and informational videos to be posted online, including demonstrations of how to use transit and answering frequently asked questions.

OBJECTIVE 5.8: By maintaining and improving the transition to and from Shoreline Metro buses for riders who use other modes of transportation.

Standard 5.8.1: Continue to ensure that all Shoreline Metro buses are equipped with bicycle racks.

Standard 5.8.2: Consider allowing riders to secure battery-powered scooters on the bus's bicycle rack, provided the scooter meets existing size and weight requirements for bicycles.

Standard 5.8.3: Consider a pilot program whereby foldable battery-powered scooters or similar devices may be brought aboard Shoreline Metro buses at the discretion of the operator. Such discretion should take into account the bus's occupancy level and anticipated occupancy for the duration of the route, as well as whether or not the scooter can be safely secured within the rider's personal space.

GOAL 6: To actively influence land use planning decisions regarding land use patterns in the transit service area and adjacent areas into which the transit service area could potentially expand, as well as the location of major transit trip generators, in order to assure that future land use development is compatible with transit service as part of the planning process.

OBJECTIVE 6.1: By having the Sheboygan Transit Commission comment as appropriate on land use proposals which are located within the transit service area.

Standard 6.1.1: Work to ensure that the design of subdivisions, offices and commercial/industrial centers within the transit service area will include access for transit vehicles and accessible walkways from potential bus stops.

Standard 6.1.2: Advocate for city zoning and subdivision codes to be revised to include

maximum parking stall requirements (as opposed to minimum parking stall requirements) in an effort to encourage transportation via transit and other non-single occupant vehicle modes of transportation.

Standard 6.1.3: The Director of Transit and Parking should be afforded an ex-officio position on the City of Sheboygan Plan Commission.

OBJECTIVE 6.2: By having the Sheboygan Transit Commission comment on proposed locations of major trip generators. For major transit trip generators which are located outside the transit service area, comments will note that transit service might not be provided to meet the needs of the proposed facility.

Standard 6.2.1: Key trip generators should be located within the transit service area.

Standard 6.2.2: Transit service to key generators outside the transit service area will be evaluated based on the system productivity thresholds identified in Standard 4.1.1, and will be subject to the local governmental unit financing its share of such service.

GOAL 7: To consider expanded service where warranted, and to consider staffing adjustments in instances in which service expansions occur.

OBJECTIVE 7.1: By considering evidence-based expansion of the coverage of the service area.

Standard 7.1.1: Consider expansion of routes to new and emerging services and businesses while continuing to maintain a high level of system-wide efficiency.

Standard 7.1.2: Consider expansion of routes as urban development expands.

Standard 7.1.3: Consider expansion of Shoreline Metro fixed-route services to serve other communities in Sheboygan County and locations immediately adjacent to the county, which would offer more diverse transportation options to all county residents.

Standard 7.1.4: Consider meeting with the governing bodies of other communities in Sheboygan County to educate them on the benefits of expanded transit service and make them aware of what their local share would be to finance such service.

Standard 7.1.5: All proposals for expanding the service area will be subject to the local governmental unit benefiting from the expanded service financing its local share of such service. Public-private partnerships may be considered as an alternative model for funding such service expansions.

Chapter 9: Alternatives Analysis

Introduction

In the completion process for the Sheboygan TDP, several issues have been identified concerning the services of Shoreline Metro. The process used in completing the TDP included discussions with Shoreline Metro staff, meetings with the TDP review committee, and a ridership opinion survey. Based on issues that were identified and input from various sources regarding the services of Shoreline Metro, several alternative configurations of the transit system were developed and analyzed. Based on review of the initial alternative configurations of the transit system, such configurations were refined, and the analysis described in this chapter was conducted.

The alternative configurations of the transit system ranged from maintaining status quo fixed-route service, to elimination of transfers, to modifying the service day so that it runs from 5:00 a.m. to 8:00 p.m. on weekdays, to having routes leave at the top (:00) and the bottom (:30) of the hour, to offering demand response service during weeknights. Other alternatives that will be briefly discussed but not fully analyzed include limited restoration of 30 minute service on Saturdays (could be considered for busier routes, such as Routes 10 North and 10 South), offering transit service to outlying communities that currently do not have such service, and restructuring or minor changes to existing routes; these alternatives are considered outside the scope of this TDP, but may be considered in the future. Each of the alternative configurations of the transit system has been evaluated based on the goals for transit service in the area, projected productivity, number of passengers, and cost of operation.

Alternatives Examined In May 2020

Alternative A: Continuation of Status Quo Fixed-Route Transit Service

This alternative would maintain existing fixed-route transit service throughout the area with no changes. In 2018, the service averaged 15.53 non-ADA passengers per revenue hour at a cost per passenger (fixed-route service costs only) of $4.84. Several assumptions were made in the development of this alternative, including the following:

1. There would be no changes to existing fixed-route service throughout the service area, including route miles and service hours.
2. There would be no changes in fares.
3. Revenue miles, revenue hours and ridership all came from the fixed-route component of the National Transit Database (NTD) report for Shoreline Metro in 2018.
4. Revenues and expenses account for fixed-route and ADA paratransit services (no county paratransit services were included). This assumption applies to all of the alternatives examined in this analysis.
5. "Other non-subsidy revenues" exclude parking utility revenues. This assumption applies to all of the alternatives examined in this analysis.
6. The federal, state and local shares financing transit service under this alternative were proportioned to fixed-route plus ADA paratransit service, with the combined federal and state share being 53.9 percent of expenses. This assumption applies to all of the alternatives examined in this analysis.
7. The costs per passenger, revenue mile and revenue hour all excluded ADA paratransit expenses

(covered fixed-route operations only). This assumption applies to all of the alternatives examined in this analysis.

8. The numbers of passengers per revenue mile and revenue hour are for fixed-route operations only. This assumption applies to all of the alternatives examined in this analysis.
9. The farebox revenue per passenger involved fixed-route (non-ADA) revenue divided by fixed-route ridership. This assumption applies to all of the alternatives examined in this analysis.

The route structure was indicated on Map 3.1 of this TDP, and represents the existing route structure. Table 7.2 of this TDP indicates individual 2018 costs by route for this "no change" alternative. Table 9.1 indicates the service, ridership and financial implications of this alternative in the base year of 2018.

Alternative B: Elimination of Transfers

This alternative would eliminate transfers for a variety of reasons. One of these would be to encourage use of the day pass (along with the monthly pass and other payment methods that no longer involve depositing money or tokens in the farebox or giving the driver a paper transfer slip) as the preferred method of payment for trips. This would allow for a "cleaner" way to utilize transit in the era of COVID-19. Several assumptions were made in the development of this alternative, including the following:

1. Increase the fixed-route cash fare slightly, from $1.75 to $2.00. This would make paying the cash fare easier in that passengers would not need to scramble to find exact change.
2. Increase the ADA cash fare slightly, from $3.50 to $4.00.
3. Increase the elderly and disabled half fare slightly, from 85 cents to $1.00.
4. Tokens would be eliminated as a fare media option. Few student tokens are now sold, since most K – 12 students who use Shoreline Metro attend the Sheboygan Area School District (SASD) and ride free of charge through an agreement between the SASD and Shoreline Metro. However, this would mainly impact adults who currently use tokens.
5. Riders would now need to pay every time they boarded a bus, even if changing buses at the downtown transfer point or elsewhere. Additional fares could be avoided through use of a day pass, monthly pass, or by being a student or employee of the SASD.
6. Revenue miles and revenue hours would remain unchanged from Alternative A.
7. For this alternative, a fare elasticity of -0.43 was applied to the portions of the fixed-route ridership that utilize cash fares. Shoreline Metro staff instructed Bay-Lake Regional Planning Commission staff to apply the fare increase to all cash fare categories for purposes of the alternatives analysis; this essentially meant a 14.3 percent increase in the cash fare and a 17.6 percent increase in the elderly and disabled half fare. These cash fare increases are predicted to lead to a decrease in ridership for this alternative in comparison to Alternative A. These calculations affected ridership, farebox revenues and ADA revenues. In addition, fixed-route "ridership" would decrease due to the elimination of transfers under this alternative. The total amount of decrease in fixed-route ridership would be just over 1.2 percent. However, fixed-route farebox revenues would increase by 4.1 percent under this alternative.
8. ADA ridership would decrease by about 6.1 percent under this alternative, due to the ADA cash fare increasing by 14.3 percent. However, ADA paratransit farebox revenues would increase by 7.3 percent under this alternative.

9. Other non-subsidy revenues, federal and state funding, Community Development Block Grant (CDBG) funding, and local governmental funding for Shoreline Metro would all remain unchanged under this alternative.

Table 9.1 indicates the service, ridership and financial implications of this alternative in the base year of 2018.

Alternative C: Service Day from 5:00 a.m. to 8:00 p.m. and Having Routes Leave at the Top (:00) and Bottom (:30) of the Hour

This alternative was proposed for several reasons. First, it has been difficult for Shoreline Metro to get everyone to work at "first shift" jobs by 6:00 a.m. the way things are currently set up. Leaving at the top and at the bottom of the hour also makes sense for many employers in the Sheboygan area. Later evening transit service does not serve many passengers at this point. The City of Sheboygan's new industrial park would also be better served by these changes. Several assumptions were made in the development of this alternative, including the following:

1. Service hours would be from 5:00 a.m. to 8:00 p.m. Monday through Friday on numbered City of Sheboygan routes (3 North through 10 South). Service would be provided every half hour from 5:00 a.m. to 5:00 p.m., and would be provided hourly (with alternating North and South Shuttles) from 5:00 p.m. to 8:00 p.m. North and South Shuttles would also operate at the end of the service day at 8:00 p.m. on weekdays.
2. Route 20 North would run at the following times on weekdays: 5:30 a.m., 6:30 a.m., 7:00 a.m., 11:00 a.m., and 7:00 p.m. Route 20 South would run at the following times on weekdays: 9:00 a.m., 1:00 p.m., 3:30 p.m., and 6:00 p.m. With the exception of the half hour Kohler Company Special run at 6:30 a.m., all other trips on Route 20 would be one hour in length.
3. Route 40 would run every half hour on weekdays from 12:15 p.m. to 8:15 p.m. on weekdays between mid-June and Labor Day weekend.
4. Service hours would be from 7:30 a.m. to 5:30 p.m. on Saturdays on numbered City of Sheboygan routes. Service would be provided once every hour (leaving at the bottom of the hour on the "north" routes, and leaving at the top of the hour on the "south" routes). Alternating North and South Shuttles would be provided throughout the service day on Saturdays. North and South Shuttles would also operate at the end of the service day at 5:30 p.m. on Saturdays.
5. Route 20 North would run at the following times on Saturdays: 9:00 a.m., 12:00 noon, and 3:00 p.m. Route 20 South would run at the following times on Saturdays: 11:00 a.m. and 1:00 p.m. All of these trips would be one hour in length.
6. Route 40 would run every half hour from 11:45 a.m. to 5:45 p.m. on Saturdays between mid-June and Labor Day weekend.
7. Adjustments to the service day led to a decrease in revenue miles compared with the baseline of more than 0.6 percent. These adjustments also led to a decrease in revenue hours compared with the baseline of nearly 0.8 percent. This was due to the elimination of two North and South Shuttle trips on weekdays, cutting the last hour of Route 40 on Thursdays and Fridays, and elimination of two North and South Shuttle trips on Saturdays.
8. Fixed-route ridership is projected to decrease by about 0.8 percent under this alternative. Elimination of the last hour of evening service on weekdays would lead to a 2.76 percent decrease in ridership. However, adding service at the beginning of the service day would lead to a 1.94 percent increase in ridership.

9. The cost allocation model in Chapter 7 (Table 7.1) was used to estimate expenses under this alternative. These expenses were $3,376,214, or a 0.6 percent decrease over the baseline.
10. Farebox revenues were projected to decrease in proportion to the decrease in ridership. On the other hand, ADA revenues (and ridership) were projected to remain stable, as most ADA trips take place during daytime hours.
11. Other non-subsidy revenues were projected to remain unchanged from the baseline.
12. The federal and state shares decreased in proportion to the decreased overall expenses.
13. The HUD subsidy remained unchanged from the baseline.
14. The local share remained unchanged from the baseline.

Table 9.1 indicates the service, ridership and financial implications of this alternative in the base year of 2018.

Alternative D: Demand Response Service During Weeknights and Saturdays

This alternative would replace fixed-route transit service with demand-response paratransit service on weekdays after 5:45 p.m. and all day on Saturdays. Several assumptions were made in the development of this alternative, including the following:

1. It was assumed that 9.0 percent of weekday riders utilized transit at night (after 5:45 p.m.); this translated to 50,959 riders. In addition, some 33,506 Saturday riders were assumed.
2. The rate of 2.72 passengers per hour was used to develop the portion of service hours attributable to weeknight and Saturday demand response service. This was done following the subtraction of lost service hours from the fixed-route component of the alternative.
3. The rate of 4.71 miles per passenger trip was used to develop the portion of route miles attributable to weeknight and Saturday demand response service. This was done following the subtraction of lost route miles from the fixed-route component of the alternative.
4. The fare assumptions listed under Assumptions 1 through 5 in Alternative B would also apply to this alternative on all days and times of service. This will lead to a non-ADA ridership decrease and fare revenue increase similar to what was seen in Alternative B. The ridership decreases were applied to the weekday daytime fixed-route service as well as to the weekday evening and Saturday demand-response paratransit service.
5. The ADA ridership and revenue impacts under this alternative (ridership decrease and revenue increase) are expected to be similar to Alternative B. Other impacts to ADA ridership or revenue could not be measured. If this alternative receives more serious consideration, the ADA paratransit impacts will be examined in greater detail.
6. Total expenses were developed using two separate cost allocation models: the regular model for the fixed-route service component, and a special "mini" cost allocation model for paratransit. The fixed-route and paratransit expenses were calculated separately, then were combined to arrive at total expenses. No additional fixed costs were assumed for the paratransit component above and beyond existing fixed costs, since it was assumed that administration of both services would be absorbed by the same managerial staff. Total expenses were $3,505,192, or a 3.2 percent increase over the baseline.
7. Due to a loss in fixed-route system service hours of over 21.6 percent, the advertising portion of other non-subsidy revenues ($32,400) was reduced accordingly, leaving a decrease in such revenues of about $7,011 when compared to the 2018 baseline.
8. The federal and state shares increased in proportion to the decreased overall expenses.

9. The HUD subsidy remained unchanged from the baseline.

10. The local share remained unchanged from the baseline.

Table 9.1 indicates the service, ridership and financial implications of this pair of alternatives in the base year of 2018.

Other Considerations

Restoration of 30 minute service on Saturdays was not generally advanced as an alternative. However, 30 minute service may be considered for busier routes (such as Routes 10 North and 10 South) in the future.

Service to outlying communities that currently do not receive service (such as the Town of Sheboygan) was not advanced as an alternative at this time, but will be considered if Shoreline Metro and outlying communities reach an agreement regarding service.

Restructuring/minor changes to existing routes was not advanced as an alternative at this time, but may be examined once Shoreline Metro emerges from the COVID-19 pandemic.

Sheboygan MPO staff with the Bay-Lake Regional Planning Commission are prepared to examine these and other service considerations for Shoreline Metro upon request of the transit operation in the future.

Selection, Approval And Implementation Of The Final "Preferred" Alternative

The Shoreline Metro TDP Review Committee selected a combination of Alternatives B and C as the "preferred" alternative at their meeting on July 15, 2020. This discussion began at the June 17, 2020, meeting, but the committee asked Shoreline Metro management to survey the ridership regarding the alternatives seriously being considered in this TDP. Alternative B was selected due to sanitary considerations, while Alternative C was selected due to the need to get passengers to employment that begins early in the morning, along with tremendous support for this alternative in the survey of the ridership. Committee members unanimously selected a combination of Alternatives B and C as the package of transit policies that should be implemented in the TDP; this does not preclude selection of other service parameters (such as features that increase service and implementation of portions of Alternative D) in later years of the period covered by the TDP. In addition, there was a slight adjustment to Alternative C in that Saturday service would run from 7:00 a.m. to 5:00 p.m.

Table 9.1: Impacts of the Alternate Configurations for Shoreline Metro: Shoreline Metro Transit Development Program (For the 2018 Base Year)

	Alternative A: Continuation of Status Quo Fixed-Route Transit Service	Alternative B: Elimination of Transfers	Alternative C: Service Day from 5:00 a.m. to 8:00 p.m., and Having Routes Leave at the Top (:00) and Bottom (:30) of the Hour	Alternative D: Demand Response Service During Weeknights and Saturdays
Revenue Miles	536,426	536,426	533,001	814,889
Revenue Hours	38,611	38,611	38,307	60,922
Ridership	599,714	592,238	594,796	592,238
Cost per Passenger	$4.84	$4.90	$4.85	$5.09
Cost per Revenue Mile	$5.41	$5.41	$5.41	$3.70
Cost per Revenue Hour	$75.19	$75.19	$75.33	$49.43
Passengers per Revenue Mile	1.12	1.10	1.12	0.73
Passengers per Revenue Hour	15.53	15.34	15.53	9.72
Farebox Revenue per Passenger	$0.67	$0.71	$0.67	$0.71
Expenses	$3,396,699	$3,396,699	$3,376,214	$3,505,192
Farebox Revenues	$401,128	$417,657	$397,838	$417,657
ADA Revenues	$203,071	$217,916	$203,071	$217,916
Other Non-Subsidy Revenues	$197,005	$197,005	$197,005	$189,994
Deficit	$2,595,495	$2,564,121	$2,578,299	$2,679,625
Federal Share	$1,170,891	$1,170,891	$1,163,829	$1,208,290
HUD Subsidy	$42,493	$42,493	$42,493	$42,493
State Share	$826,485	$826,485	$821,500	$852,884
Local Share	$601,622	$601,622	$601,622	$601,622
Balance	$45,996	$77,370	$51,146	$25,664

Source: Shoreline Metro, 2018, 2019 and 2020; and Bay-Lake Regional Planning Commission, 2020.

Chapter 10: Recommended Plan

Recommended Service Changes

General Service

Two systemic service changes are recommended. One of these involves shifting the service day so that it runs from 5:00 a.m. to 8:00 p.m. on weekdays and from 7:00 a.m. to 5:00 p.m. on Saturdays. The second change involves having buses on the main City of Sheboygan fixed routes leave at the top (:00) and at the bottom (:30) of the hour.

Changing Service Hours on Weekdays and Saturdays

Changing service hours on weekdays would involve the following:

- Service hours would be from 5:00 a.m. to 8:00 p.m. Monday through Friday on numbered City of Sheboygan routes (3 North through 10 South). Service would be provided every half hour from 5:00 a.m. to 5:00 p.m., and would be provided hourly (with alternating North and South Shuttles) from 5:00 p.m. to 8:00 p.m. North and South Shuttles would also operate at the end of the service day at 8:00 p.m. on weekdays.
- Route 20 North would run at the following times on weekdays: 5:30 a.m., 6:30 a.m., 7:00 a.m., 11:00 a.m., and 7:00 p.m. Route 20 South would run at the following times on weekdays: 9:00 a.m., 1:00 p.m., 3:30 p.m., and 6:00 p.m. With the exception of the half hour Kohler Company Special run at 6:30 a.m., all other trips on Route 20 would be one hour in length.
- Route 40 would run every half hour from 12:15 p.m. to 8:15 p.m. on weekdays between mid-June and Labor Day weekend.

Changing service hours on Saturdays would involve the following:

- Service hours would be from 7:00 a.m. to 5:00 p.m. on Saturdays on numbered City of Sheboygan routes. Service would be provided once every hour (leaving at the bottom of the hour on the "north" routes, and leaving at the top of the hour on the "south" routes). Alternating North and South Shuttles would be provided throughout the service day on Saturdays. North and South Shuttles would also operate at the end of the service day at 5:00 p.m. on Saturdays.
- Route 20 North would run at the following times on Saturdays: 9:00 a.m., 12:00 noon, and 3:00 p.m. Route 20 South would run at the following times on Saturdays: 11:00 a.m. and 1:00 p.m. All of these trips would be one hour in length.
- Route 40 would run every half hour from 11:15 a.m. to 5:15 p.m. on Saturdays between mid-June and Labor Day weekend.

Having Buses on the Main City of Sheboygan Fixed Routes Leave at the Top (:00) and at the Bottom (:30) of the Hour

Buses for Routes 3, 5, 7 and 10 North and South would leave at the top (:00) and at the bottom (:30) of the hour, as opposed to leaving at 15 minutes and 45 minutes after the hour as they do now. Route 20 would leave at times similar to the times it leaves now (within the framework of the new service hours), but departure times would be adjusted so that they are consistent with the City of Sheboygan routes. Seasonal Route 40 will continue to leave at 15 and 45 minutes after the hour for two reasons (1) avoiding congestion with all other buses leaving at the top and bottom of the hour; and (2) Route 40 focuses on tourism, and does not involve many connections to other Shoreline Metro routes.

Route-Specific Service Changes

Regular Routes and Shuttle Routes

No route-specific service changes are being recommended at this time. Shoreline Metro management believes that routes (which were adjusted not long ago) are operating satisfactorily, and opted against changes for the time being, especially given the situation with COVID-19. The route structure will be examined at a later date, and adjustments will be made if necessary.

Map 10.1 shows the current route structure, which continues to be recommended at this time.

School Tripper Routes

Each year, parents of children who will be students in the Sheboygan Area School District and who reside in the City of Sheboygan portion of the transit service area will be surveyed to plan for school tripper routes in the upcoming school year. Surveys will be sent out in April, and are due back at the end of the school year in early June. Shoreline Metro staff will plan the school tripper routes based on survey feedback in the remainder of June and throughout the month of July. A guide to the school tripper routes for the upcoming school year will be published in August.

ADA Paratransit Service

Shoreline Metro began operation of Metro Connection (previously known as Regional Transit Connection) at the beginning of 2007. Metro Connection provides ADA paratransit service for residents of the Shoreline Metro service area (Cities of Sheboygan and Sheboygan Falls and the Village of Kohler) residing with 0.75 miles of any Shoreline Metro route. Passengers need to go through a certification process in order to be eligible for this service. ADA paratransit service hours are the same as regular fixed-route service hours (5:00 a.m. to 8:00 p.m. on weekdays and 7:00 a.m. to 5:00 p.m. on Saturdays).

For disabled persons deemed ineligible to utilize ADA paratransit service, buses on the fixed routes of Shoreline Metro are fully accessible.

Shoreline Metro also operates Metro Connection throughout Sheboygan County as a transportation service for elderly (60+) and disabled county residents. Shoreline Metro and the Sheboygan County Health and Human Services Department entered into a contract for the provision of this service in early 2007.

The TDP recommends that Shoreline Metro continue to directly provide ADA paratransit service within its service area as well as elderly and disabled paratransit services throughout Sheboygan County.

Map 10.2 shows the recommended ADA paratransit service area for Shoreline Metro.

Financial Plan

A preliminary financial plan has been prepared which identifies projected operating costs and revenue sources. Operating costs for all transit services (including fixed-route service, ADA paratransit service and elderly and disabled paratransit service provided to Sheboygan County) were projected using the cost allocation model identified in Chapter 7 of the TDP (adjusted for increases in costs in future years) and the estimated operating characteristics of transit service from 2021 to 2025.

Costs have been projected for all transit and paratransit operations. All of these cost elements are shown in Table 10.1. The costs of all services (including fixed-route service, ADA paratransit service and elderly and disabled paratransit service provided to Sheboygan County) are assumed

to increase at a rate of one percent per year between 2021 and 2025. Costs shown in Table 10.1 assumed that route changes for the fixed-route transit service will be implemented at the beginning of any given calendar year.

Projected revenues are also shown in Table 10.1. Combined Federal Section 5307 revenues and State Section 85.20 (general operating) revenues are assumed to be approximately 52.8 percent of WisDOT recognized base service level costs for all years covered by this TDP.

A portion of the City of Sheboygan's Community Development Block Grant (CDBG) entitlement funding is assumed to be utilized for transit operations in every year covered by this TDP. This amount is assumed to be $42,493 each year, which is the same as it has been for several years.

Municipal funding of transit begins at a base level of $519,515 for the City of Sheboygan, $38,696 for the City of Sheboygan Falls, $13,366 for the Village of Kohler, and $90,000 for the Sheboygan Area School District in 2021. Municipal funding of transit is assumed to increase by 2.97 percent between 2021 and 2022, by 2.91 percent between 2022 and 2023, by 2.86 percent between 2023 and 2024, and by 2.81 percent between 2024 and 2025. Municipal funding of transit is expected to cover 15.89 percent of total expenses in 2021, 16.20 percent of total expenses in 2022, 16.50 percent of total expenses in 2023, 16.81 percent of total expenses in 2024, and 17.11 percent of total expenses in 2025.

Revenue which Sheboygan County directly provides for the Metro Connection (countywide paratransit service for the elderly and disabled) begins at a base level of $363,233 in 2021, an increase of 9.6 percent over the 2020 level of $331,421. This level is expected to remain flat over the period covered by this TDP.

Farebox revenues used to finance regular fixed-route transit service amount to $380,000 in 2021, then are expected to stay flat each year throughout the period covered by this TDP. Fixed-route farebox funding of transit covers 9.12 percent of total expenses in 2021, 9.03 percent of total expenses in 2022, 8.94 percent of total expenses in 2023, 8.86 percent of total expenses in 2024, and 8.77 percent of total expenses in 2025.

Farebox revenues from Metro Connection/paratransit passengers begin at a base level of $292,000 in 2021, then are expected to stay flat each year throughout the period covered by this TDP.

Other revenues (advertising services, recycled materials, damage fees, interest on investments, rental income, sale of equipment, insurance rebates, etc.) are expected to remain flat over the period covered by this TDP.

Capital expenditures are identified in Table 10.3. Federal grants (generally covering 80 percent of the cost of capital items) and City of Sheboygan matching funds (generally covering the remaining 20 percent of the cost of capital items) will cover capital costs.

Table 10.1: Proposed Financial Plan

	Expenses					
Item	2020	2021	2022	2023	2024	2025
Total Transit and Paratransit Operations	**$3,902,191**	**$4,164,622**	**$4,206,268**	**$4,248,331**	**$4,290,814**	**$4,333,722**
	Revenues					
Source	2020	2021	2022	2023	2024	2025
Federal and State Funds	$2,197,921	$2,246,717	$2,268,715	$2,290,933	$2,313,374	$2,336,038
HUD CDBG Entitlement Funds	$42,493	$42,493	$42,493	$42,493	$42,493	$42,493
City of Sheboygan	$519,515	$519,515	$534,944	$550,528	$566,267	$582,164
City of Sheboygan Falls	$38,696	$38,696	$39,845	$41,006	$42,178	$43,362
Village of Kohler	$13,366	$13,366	$13,763	$14,164	$14,569	$14,978
Sheboygan Area School District	$90,000	$90,000	$92,673	$95,372	$98,099	$100,853
Sheboygan County (Paratransit)	$331,421	$363,233	$363,233	$363,233	$363,233	$363,233
Farebox - General Operating	$255,000	$380,000	$380,000	$380,000	$380,000	$380,000
Farebox - Metro Connection/Paratransit	$204,000	$292,000	$292,000	$292,000	$292,000	$292,000
Other Revenue	$187,376	$178,602	$178,602	$178,602	$178,602	$178,602
Total Revenues	**$3,879,788**	**$4,164,622**	**$4,206,268**	**$4,248,331**	**$4,290,814**	**$4,333,723**
Balance*	**($22,403)**	**$0**	**-$0**	**$0**	**$0**	**$0**
*The negative balance in 2020 is expected to be made up with special federal funding provided through the "Coronavirus Aid, Relief, and Economic Security" (CARES) Act.						

Source: Shoreline Metro, 2020 (for 2020 and 2021 expenses and revenues); and Bay-Lake Regional Planning Commission, 2020.

Fare Policy

A fare policy has been recommended for Shoreline Metro to provide multi-year guidance to the staff, the Transit Commission and the Common Council for setting and changing fares. The fare policy has considered goals and objectives established for the TDP, where feasible. The fare policy also is cognizant of sentiment that fares should remain reasonable for passengers throughout the period covered by this TDP.

The recommended fares are indicated in Table 10.2, along with the existing 2020 fare structure. Full cash fares are recommended to increase from $1.75 in 2020 to $2.00 in 2021, then will remain at $2.00 throughout the period covered by this TDP. Adult and student tokens are recommended to be eliminated for three reasons: (1) simplification of the fare structure; (2) the majority of students (who attend Sheboygan Area School District schools) now ride free of charge; and (3) there will be a move toward more "contactless" payment systems post-COVID 19.

Sheboygan Area School District (SASD) students will ride free of charge with proper student identification; this is pursuant to an agreement between Shoreline Metro and the SASD that started in July 2018 in which the SASD pays Shoreline Metro an agreed amount in exchange for providing free rides for its students regardless of trip purpose or time of the day or year. However, student punch cards are recommended to continue to be offered at the cost of $13.00 for 20 trips for those students who are not enrolled in the SASD.

The monthly pass should remain at $48.00, and the day pass should continue to be offered for $3.00 throughout the period covered by this TDP; one incentive that is recommended is offering six day passes (an $18 value) for the price of five day passes ($15). Fares should continue to be established in five-cent increments so that providing correct change remains as convenient as possible.

Table 10.2 also indicates that children under the age of 5 should continue to ride free of charge with appropriate supervision. On the other hand, transfers are recommended to be eliminated for two reasons: (1) moving riders to day and monthly passes; and (2) again, there will be a move toward more "contactless" payment systems post-COVID 19, including a decrease in drivers accepting paper from passengers.

Shoreline Metro will maintain discounted fares for senior citizens (defined for Shoreline Metro as persons age 65 and older), individuals with disabilities and veterans at all times of operation, in accordance with federal law in the case of senior citizens and individuals with disabilities. The discounted fare for these passengers will be 50 percent of the full cash fare. The elderly, disabled and veteran half fare is recommended to be $1.00 over the period covered by this TDP. Elderly, disabled and veteran riders also have the option to purchase a half fare 20-ride pass for $10.00; this fare option should also be continued throughout the period covered by this TDP.

Other special fare categories include "group fares" and the Harbor Centre Express day pass. "Group fares" apply to groups of ten or more passengers traveling together and having the same origin and destination. The "group fare" will increase from 85 cents to $1.00 in 2021, then will remain at $1.00 over the period covered by this TDP. The Harbor Center Express day pass (good on Route 40 only, in season) will remain at $1.00 over the period covered by this TDP.

The ADA paratransit cash fare is recommended to decrease from $3.50 to $3.00 in 2021, then will remain at $3.00 throughout the period covered by this TDP. This is being done so that the ADA paratransit cash fare matches Sheboygan County's elderly and disabled transportation cash fare (which is expected to increase to $3.00 in 2021). Premium services will be provided at double the ADA regular fare ($6.00). Premium services include the following:

- Same Day Reservation – Customers will be able to call and schedule a trip on the same day. Trips will only be permitted based on availability. Customers are still encouraged to make trip reservations in advance.
- Same Day Changes – Customers will be able to call and modify a trip on the same day the trip is to be provided.
- Second Bus – Customers that "no show" on their return trip home will be able to call and request a second bus to pick up the customer.

Table 10.2: Recommended Fare Structure

	Actual Fare	Recommended Fare				
Fare Category	2020	2021	2022	2023	2024	2025
Full Cash Fare	$1.75	$2.00	$2.00	$2.00	$2.00	$2.00
Adult Tokens - each*	$1.30	Eliminated	Eliminated	Eliminated	Eliminated	Eliminated
Student Tokens - each* (K - 12)	$1.10	Eliminated	Eliminated	Eliminated	Eliminated	Eliminated
Student Punch Cards (Good for 20 Rides)	$11.00	$13.00	$13.00	$13.00	$13.00	$13.00
Sheboygan Area School District (SASD) Students**	Free	Free	Free	Free	Free	Free
Elderly/Disabled/Veteran Half Fare***	$0.85	$1.00	$1.00	$1.00	$1.00	$1.00
Elderly/Disabled/Veteran Half Fare 20-Ride Punch Card***	$8.50	$10.00	$10.00	$10.00	$10.00	$10.00
Group Fares	$0.85	$1.00	$1.00	$1.00	$1.00	$1.00
Children Under Age 5 (with appropriate supervision)	Free	Free	Free	Free	Free	Free
Transfers (with fare payment)	Free	Eliminated	Eliminated	Eliminated	Eliminated	Eliminated
Day Pass****	$3.00	$3.00	$3.00	$3.00	$3.00	$3.00
Monthly Pass	$48.00	$48.00	$48.00	$48.00	$48.00	$48.00
Harbor Centre Express Day Pass	$1.00	$1.00	$1.00	$1.00	$1.00	$1.00
ADA Paratransit Cash Fare*****	$3.50	$3.00	$3.00	$3.00	$3.00	$3.00
*All tokens have been sold in packages of ten.						
**With proper student identification. Free rides are provided per an agreement between Shoreline Metro and the SASD, which pays a fixed amount for these rides each year.						
***With proper identification (Medicare card or Wisconsin driver license/identification card for elderly, Shoreline Metro identification card or ADA paratransit certification for disabled, and VA identification card or other evidence of status for veterans) as proof of eligibility. Half fare is valid on all days and at all times of service. "Elderly" is defined as age 65 and older.						
****A six-pack of day passes can also be purchased for $15.						
*****Premium services are also available, and are described in the narrative.						

Source: Shoreline Metro, 2020; and Bay-Lake Regional Planning Commission, 2020.

Discounted fares are offered through the purchase of day passes and monthly passes. Discounts for these fare mechanisms are approximately:

- Day passes: 25 percent of the corresponding full cash fare (if purchasers ride twice in a day); and
- Monthly passes: 40 percent of the corresponding full cash fare (if purchasers ride 40 times per month).

The monthly pass benefits the most frequent users of the transit system.

Transit management should continue to approach business and industry leaders in the community to promote giving employees monthly passes or tokens as a tax-deductible benefit of employment.

Capital Improvements

Table 10.3 lists capital projects for Shoreline Metro for the period covered by this TDP. Of these projects, four capital items are recommended for 2021, four capital items are recommended for 2022, one capital item is recommended for 2023, one capital item is recommended for 2024, and no capital items are recommended for 2025.

Table 10.3: 2021 – 2025 Capital Improvements Program: Shoreline Metro

Project Description	Quantity	Funding Source	Total Cost	Year
Replacement of County Paratransit Vehicle	1	FTA Section 5310	$80,000	2021
Replacement of Paratransit Vehicle	1	FTA Section 5339	$80,000	2021
Transit Administrative and Maintenance Facility Improvements	1	FTA Section 5307/CARES Act	$200,000	2021
Replacement of Paratransit Vehicles	2	FTA Section 5307/CARES Act	$180,000	2021
Replacement of County Paratransit Vehicle	1	FTA Section 5310	$80,000	2022
Replacement of 35-Foot Fixed-Route Buses	5	CMAQ	$2,300,000	2022
Replacement of 35-Foot Fixed-Route Bus	1	FTA Section 5339	$460,000	2022
Replacement of 35-Foot Fixed-Route Buses*	6	Volkswagen Mitigation Settlement	$2,769,000	2022
Replacement of County Paratransit Vehicle	1	FTA Section 5310	$80,000	2023
Replacement of County Paratransit Vehicle	1	FTA Section 5310	$80,000	2024
*Up to six (6) vehicles will be obtained by Shoreline Metro. The award from the Wisconsin Department of Administration is for six (6) vehicles.				

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

2021 Capital Improvements

Four capital expenditures are recommended for calendar year 2021:

- A county paratransit vehicle is expected to be replaced in 2021. This vehicle will be used for Sheboygan County's elderly and disabled transportation program, which is operated by Metro Connection. The cost of this 2021 project is $80,000. Federal Transit Administration (FTA) Section 5310 funding will be the federal funding source for this project.
- A Shoreline Metro paratransit vehicle is expected to be replaced in 2021. This vehicle will be used for Shoreline Metro's ADA paratransit program, which is operated by Metro Connection. The cost of this 2021 project is $80,000. FTA Section 5339 will be the federal funding source for this project.
- Improvements at the Transit Administrative and Maintenance Facility are expected to take place in 2021. The cost of this 2021 project is $200,000. Special FTA Section 5307 funding (provided through the "Coronavirus Aid, Relief, and Economic Security" (CARES) Act) will be the federal funding source for this project.
- Two Shoreline Metro paratransit vehicles are expected to be replaced in 2021. These vehicles will be used for Shoreline Metro's ADA paratransit program. The cost of this 2021 project is $180,000. Special FTA Section 5307 funding (provided through the CARES Act) will be the federal funding source for this project.

2022 Capital Improvements

Four capital expenditures are recommended for calendar year 2022:

- A county paratransit vehicle is expected to be replaced in 2022. This vehicle will be used for Sheboygan County's elderly and disabled transportation program. The cost of this 2021 project

is $80,000. FTA Section 5310 funding will be the federal funding source for this project.

- Five (5) Shoreline Metro 35-foot fixed-route buses are expected to be replaced in 2022. The cost of this 2022 project is $2,300,000. The Congestion Mitigation and Air Quality (CMAQ) improvement program will be the federal funding source for this project.
- One (1) Shoreline Metro 35-foot fixed-route bus is expected to be replaced in 2022. The cost of this 2022 project is $460,000. FTA Section 5339 will be the federal funding source for this project.
- Up to six (6) Shoreline Metro 35-foot fixed-route buses are expected to be replaced in 2022. The cost of this 2022 project will be $2,769,000 (if all six buses are accepted and awarded). The Volkswagen Diesel Emissions Environmental Mitigation Trust will be the main funding source for this project.

2023 Capital Improvements

One capital expenditure is recommended for calendar year 2023:

- A county paratransit vehicle is expected to be replaced in 2023. This vehicle will be used for Sheboygan County's elderly and disabled transportation program. The cost of this 2023 project is $80,000. FTA Section 5310 funding will be the federal funding source for this project.

2024 Capital Improvements

One capital expenditure is recommended for calendar year 2024:

- A county paratransit vehicle is expected to be replaced in 2024. This vehicle will be used for Sheboygan County's elderly and disabled transportation program. The cost of this 2024 project is $80,000. FTA Section 5310 funding will be the federal funding source for this project.

2025 Capital Improvements

No capital expenditures are recommended for calendar year 2025.

In most cases, the FTA would provide 80 percent of transit capital funds for each purchase, while the City of Sheboygan (or Sheboygan County in the case of county paratransit vehicles) would provide the remaining 20 percent of funding for these capital purchases. For the project funded by the Volkswagen Diesel Emissions Environmental Mitigation Trust, 80 percent of funding will come from this source, with the 20 percent "local match" coming from a reduction in state shared revenues provided to the City of Sheboygan. For the two projects funded by special FTA Section 5307 funding (provided through the CARES Act), 100 percent of funding would come from this source.

Marketing Recommendations

The monitoring program discussed in this chapter supports marketing because on-time performance is an important characteristic of good service. In order to provide good service, it is essential to have information that may be used to evaluate the service and continuously improveme it. The Sheboygan Transit Commission and the Shoreline Metro management and staff must maintain a customer orientation in every implementation activity. Some individual promotional activities have been identified that will enhance these implementation and marketing efforts.

The following marketing recommendations come from the Shoreline Metro Marketing Plan prepared by Brecon Hill Consulting. Some of the recommendations in the original marketing plan have been excluded from the TDP because they have already been implemented.

Build Adult Ridership

Some of Shoreline Metro's ridership losses are because of an increased unemployment level in recent months. Nearly three-fourths of Shoreline Metro's riders are between the ages of 18 and 64. The following strategies are recommended to market to potential adult riders:

- Institute a fall adult ridership campaign using an appropriate mix of paid media. The campaign should normally last from mid-September through mid-November. However, if election advertising makes advertising cost prohibitive, then this campaign should be rescheduled for the following spring.
- Devise one or more standard incentives to use in ridership promotions.
- Conduct a "shop by bus" promotion between November and Christmas that would help residents of the service area to become more aware of the major retailers and popular shopping areas served by Shoreline Metro. This promotion could have a general shopping theme or it could involve a special offer (like a family shopping pass, sponsored free rides, etc.). After evaluating this promotion, it could also be run at one other non-holiday time, such as spring, or in August as a "Do your back-to-school shopping by bus" promotion. Some of these promotions could have a component directed to senior citizens.
- Create an overall method of promoting individual routes or selected groups of routes through direct mail promotions.
- Assess potential sources for acquiring contacts for those who are unemployed, and design an appropriate marketing effort for this group. Through a direct promotion of the transit system, but ideally in conjunction with a corporate sponsor, Shoreline Metro could offer a special discount, a subsidized pass or multi-ride ticket, or some other form of assistance. With a sponsor involved, this program could have a title that would include their name.

Promote Current Fare Pre-Payment Options/Research Potential Changes That Could be Used to Increase Ridership

A significant number of Shoreline Metro passengers are using monthly and daily passes. This is to Shoreline Metro's advantage, since it also implies a high level of customer loyalty. It also implies that the customers using pre-payment options are also the system's most frequent riders. However, there should be increased promotion as well as additional research and discussion regarding the advancement of pre-payment options in order to increase ridership. The following strategies are recommended in the areas of promoting current fare pre-payment options and research of potential changes that could be used to increase ridership:

- Conduct a broader promotion of monthly passes, day passes and other pre-payment options about twice each year.
- Continue to use special messages on destination signs promoting pre-payment options.
- Utilize unused curbside exterior advertising space as well as permanent interior signage.
- Explore new pre-paid and other fare instruments.

Create Ongoing Evaluation Tools for Shoreline Metro and its Marketing Programs (Including Market Research Activities)

There are several ways to evaluate marketing efforts. The first of these is ridership, which is already being regularly tracked and reported on. As Shoreline Metro uses more paid media, those media should be evaluated to assure that their performance matches the targeted market, especially when it comes to reach and frequency. Finally, more is needed to be known about Shoreline Metro's customers such that use of both system-wide and limited scope market research is appropriate. The following strategies are recommended in the area of creating ongoing evaluation tools for Shoreline

Metro and its marketing programs:

- As paid media purchases are developed with electronic media, Shoreline Metro should develop target market and reach and frequency standards. For example, in a radio campaign targeted at young adults, a standard needs to be set that assures an appropriate percentage of the available target market is reached by the commercials purchased a minimum number of times.
- Website statistics should be tracked monthly using Google Analytics (assuming that advertising will point to the website as a source for more information).
- Create and conduct an annual customer satisfaction survey using relatively small samples.
- Seek out community-wide surveys by local government planning departments, the news media, colleges and universities, etc., to request that questions about transit be included so as to help guide service and policy initiatives.
- Conduct a limited scope survey of monthly pass users to best understand who they are and their ridership habits; this survey should be conducted every other year.
- Create limited scope surveys online or among riders when needs "quick reads" on opinions and attitudes about a particular subject.

Research and Structure Potential Partnership and Sponsorship Opportunities

Partnerships and sponsorships provide transit systems with de facto endorsements from media outlets, influential businesses and institutions, and from other community entities. They also help create and extend the marketing of transit services beyond the resources of the transit system itself, and help to augment traditional marketing. The following strategies are recommended in the area of researching and structuring potential partnership and sponsorship opportunities:

- Structure a special program for helping unemployed people ride transit to job interviews at no cost or at a reduced cost, and use a sponsorship to help subsidize the cost of the program. Businesses and civic organizations that are concerned about this problem may be likely sponsors.
- Design a way for businesses to sell monthly passes to employees using pre-tax income. Part of this program could be a dollar-for-dollar discount. For example, if an employer pledges to provide a $2 discount for their employees purchasing a monthly pass, then the transit system would match this pledge; the result would be selling the pass to the employer for $46, and the employer in turn would sell the pass to their employee for $44 pre-tax. It is suggested that an initial group of 10 to 12 employers be approached for such a program. Typically, larger private sector and public sector employers would be most likely to participate in such a program.
- Seek out service-related partnerships in which shift-related trips or extended service could be provided to unserved or underserved areas. For example, there is no service to Lakeland University, which is outside the current transit service area. An entity such as Lakeland University may be willing to pay the remaining cost gap after revenues and available public (federal and state) funding are applied to incremental operating expenses.

Monitoring Program

A monitoring program is essential to determining the efficiency and effectiveness of the service that is being provided. In the ridership opinion survey conducted for this TDP, respondents emphasized the need for a transit system to run on time, but not ahead of schedule. Shoreline Metro received slightly below average ratings for its on-time performance, so there is definitely room for improvement.

Shoreline Metro should continue its formal program to monitor and track on-time performance.

If the transit system's on-time performance (defined by trips running no later than five minutes behind the scheduled time) is less than 95 percent, then operational changes should be considered. Similar tracking should be instituted to arrive at a standard of 0 percent of all trips being ahead of schedule. Additional monitoring is needed for the paratransit operation to assure that at least 95 percent of trips are within 30 minutes of the requested time for pickup for ADA paratransit service. Exceptions to these standards should be made under unusual circumstances, such as poor weather conditions, rail or boat traffic, mechanical breakdowns, full loads, etc. Monitoring of whether the transit system meets these standards should exclude trips made which involve these circumstances in order to ensure a safe transit operation.

In order to monitor productivity for individual routes, passenger ridership data should be collected on a continuous basis. This involves continuing to equip buses and/or drivers with the appropriate equipment to record this information. The data which are collected will continue to help the Shoreline Metro staff to better understand detailed ridership patterns and characteristics over long periods of time.

Finally, boarding and alighting and passenger opinion surveys should be conducted on a biennial basis (boarding and alighting surveys or similar analyses in odd-numbered years and passenger opinion surveys in even-numbered years) to gather more frequent data and perceptions. Riders on both fixed-route and paratransit services should be surveyed in regard to their opinions toward various aspects of Shoreline Metro's services. Questions for the passenger opinion survey should be similar to questions used in previous surveys so that changes in opinion over time can be monitored.

Land Use Planning Recommendations

Land use has a strong relationship with transportation demand and travel patterns. Land use planning and design play an important role in determining the viability of public transportation and the feasibility of serving portions of the service area.

As stated in Goal 6 (and its supporting objectives and standards) in Chapter 8 of this TDP, the Sheboygan Transit Commission should have a greater role in land use decisions. The Sheboygan Transit Commission should have an opportunity to comment as appropriate on land use proposals which are located within the transit service area. Design of subdivisions, offices and commercial centers within the transit service area should include access for transit vehicles and accessible walkways from potential bus stops. In addition, the Director of the Sheboygan Parking and Transit Utility should work with representatives of all communities in the transit service area on planning and development issues that impact transit.

The Sheboygan Transit Commission should comment on proposed locations of major trip generators. For major transit trip generators that are located outside the transit service area, comments will note that transit service might not be provided to meet the needs of the proposed facility. Key transit trip generators should be located within the transit service area. Any transit service to key generators outside the transit service area shall be evaluated based on the system productivity thresholds identified in Standard 4.1.1 of the Goals, Objectives and Standards for this TDP (Chapter 8), and will be subject to the local governmental unit financing its share of such service.

The development codes of the City of Sheboygan should be reviewed to ensure that appropriate incentives are provided to promote transit use. Development requirements and incentives for alternate modes of transportation are major policy issues that must be addressed in the City of Sheboygan and elsewhere in the transit service area. Design requirements are related to incentives

for alternate modes of transportation. Design of new buildings should incorporate needs associated with good transit service. These are not limited to dimensions to provide easy access for buses, but also space for bus stops and easy pedestrian access to the facility from the transit stop. In many cases, street design has created a barrier between transit service and the facilities that are meant to be served. Frequently, good pedestrian access is overlooked. It is important to note that in most cases, each transit patron is a pedestrian at both ends of the transit trip.

One of the best land use strategies that can be implemented to support public transit systems is the encouragement of creation of sufficient densities of people to use the system. Transit service runs most efficiently when places of employment and residences are located in proximity, creating a concentration of people at both origins and destinations. The Shoreline Metro service area has both employment and residential developments that are dispersed throughout the community. Other communities have found that recommended minimum densities of development to support public transportation are seven dwelling units per acre for residential development, and a floor area ratio of 1.0 for commercial and office development. Mixed-use activity centers also support the use of public transportation. If several opportunities are available for people to shop, eat and conduct personal business near their place of employment, private automobile need will reduce. This need may be further reduced by including residential development as part of high-density, mixed-use activity centers. If a person is able to walk to a neighborhood store, there is no longer a need to drive a car to work and make a stop on the way home. Therefore, public transportation may become more attractive as a means of traveling to and from work.

One of the first considerations for design of developments is location. Transit service should be a primary consideration for the location of developments. Residential development would ideally be located within public transportation corridors. These corridors may or may not have existing service, but residential development should be located and designed to support the extension of service where it does not exist. The other consideration of location is proximity to activity centers. Mixed-use activity centers both support the use of public transportation and reduce the dependence on private automobiles.

Developments along public transportation corridors should have a transit-oriented design rather than an automobile-oriented design. Since each transit customer is usually a pedestrian as soon as he or she leaves the bus, pedestrian facilities should be emphasized. A transit-oriented design would have a relatively small setback from the transit corridor, in contrast to automobile-oriented designs, which frequently have large parking lots between the street and the building. Large parking lots and lack of pedestrian walkways often discourage the use of public transportation. In addition to minimum setbacks, the city ordinance should specify a maximum setback within the public transportation corridor. The location of parking facilities within the public transportation corridor should also be addressed. Where feasible, the city ordinance should require that parking be provided at the rear and possibly at the side of the building. The front of the building should be oriented to the street with a maximum setback that is close to the street and is oriented to public transportation and pedestrians.

Pedestrian access is very important for users of public transportation. This is particularly true in residential developments, where subdivisions are often designed with circuitous streets. A bus stop on a collector or arterial street may be very close to residences within a subdivision, but the walking distance may be excessive because there is no direct access. Pedestrian access should be provided in the proximity of bus stops to residential developments. One strategy that can be used to promote such access is through the use of paths that are shortcuts between blocks. These paths may also be combined with bicycle facilities, which further reduce dependence on private automobiles for travel. The alternative to providing convenient pedestrian access to arterial and collector streets is to

operate transit service through neighborhood streets. The transit route then becomes circuitous and inefficient; this issue has been faced by residents of certain peripheral neighborhoods in Sheboygan in the past when complaints concerning transit routing have arisen.

Finally, design considerations to support public transportation should be incorporated into the construction of any development. Streets that will be designed as transit routes must have adequate turning radii at intersections, sidewalks, and bus stops. The bus stops may or may not have shelters, depending on the demand at any particular stop. The bus stops and sidewalks should connect with other walkways or paths to provide easy access to residential and commercial developments. The objective in establishing these design features is to provide efficient circulation patterns, both for transit routes and for pedestrians who are walking to and from the transit route.

Other Recommendations

Mid-Course Review

A "mid-course review" of the TDP should be conducted in 2023. This will allow the TDP to be a more flexible document in terms of being open to potential opportunities that may present themselves before the next TDP is prepared. Such a "mid-course review" could include additional routing revisions to respond to land use and transportation changes in the transit service area or changed economic circumstances that warrant reexamination of the fare structure. Of course, the TDP can be amended at any time as changing conditions warrant.

Employment Transportation Study

For several years, there have been issues with employment transportation in Sheboygan County. Some of the issues are more temporal (shift changes occurring outside regular Shoreline Metro operation hours), while others are more spatial (getting employees from the Fond du Lac and Manitowoc-Two Rivers areas to employers in Sheboygan County, and getting Sheboygan area employees to employers in Plymouth). The Bay-Lake Regional Planning Commission will partner with the Sheboygan County Economic Development Corporation (EDC) and Shoreline Metro to study and make recommendations for employment transportation in 2021 and beyond. This study is not a formal part of this TDP, but has been included in the 2021 Sheboygan Metropolitan Planning Area Transportation Planning Work Program. The Sheboygan County EDC has also included these efforts in its 2021 work plan.

Implementation Strategy

The following is a recommended implementation strategy for elements in this TDP:

2020

- Elimination of transfers and adult and student tokens.
- Implementation of selling "six packs" of day passes for $15.
- Implement ADA premium services for double the cash fare.

2021

- Continue to apply for CDBG funding for transit operations.
- Adjust service hours to 5:00 a.m. to 8:00 p.m. on weekdays and 7:00 a.m. to 5:00 p.m. on Saturdays.
- Having all routes leave at either the top (:00) or at the bottom (:30) of the hour, with the exception of the seasonal Route 40.
- Increase the following fares (as shown in Table 10.2): full cash fare, student 20-ride punch cards,

elderly/disabled/veteran half fare, elderly/disabled/veteran half fare 20-ride punch cards, and group fares.

- Decrease the ADA paratransit cash fare to match the county elderly and disabled transportation fare.
- Replacement of four paratransit vehicles (one for Sheboygan County funded by FTA Section 5310 and three for Shoreline Metro - one funded by FTA Section 5339 and two financed by special FTA Section 5307 funding from the CARES Act).
- Implement improvements at the transit administrative and maintenance facility (financed by special FTA Section 5310 funding from the CARES Act).
- Initiate implementation of marketing recommendations.
- Conduct boarding and alighting survey.
- Begin employment transportation study (may continue beyond 2021)

2022

- Continue to apply for CDBG funding for transit operations.
- Replacement of one (1) paratransit vehicle for Sheboygan County (funded by FTA Section 5310).
- Replacement of up to twelve (12) fixed-route buses (Five buses funded by the Congestion Mitigation and Air Quality program, one bus funded by FTA Section 5339, and up to six buses funded by the Volkswagen Mitigation Settlement).
- Continue to implement marketing recommendations.
- Conduct passenger opinion survey.

2023

- Continue to apply for CDBG funding for transit operations.
- Replacement of one (1) paratransit vehicle for Sheboygan County (funded by FTA Section 5310).
- Continue to implement marketing recommendations.
- Conduct "mid-course review" of the TDP.
- Conduct boarding and alighting survey.

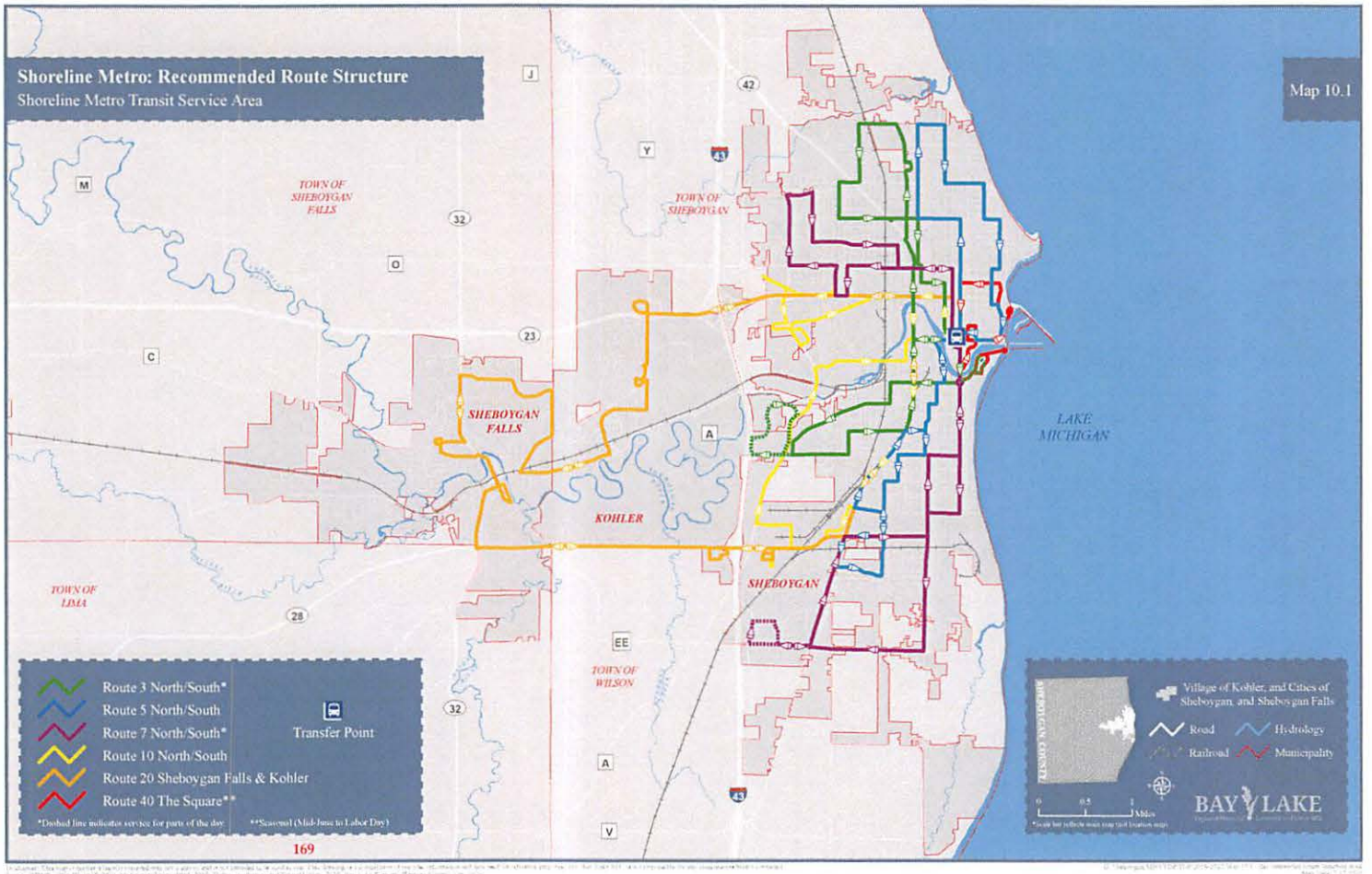
2024

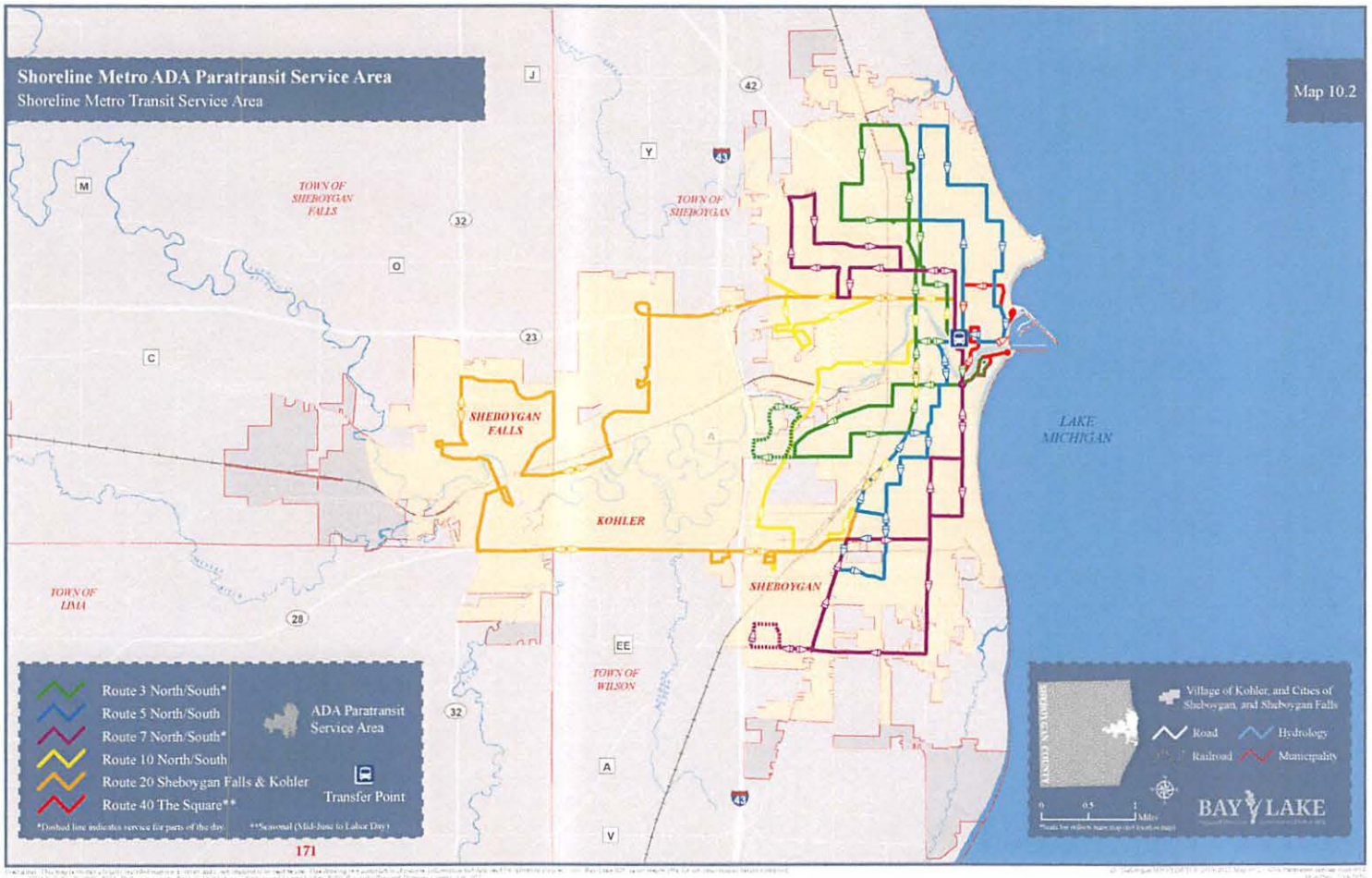
- Continue to apply for CDBG funding for transit operations.
- Replacement of one (1) paratransit vehicle for Sheboygan County (funded by FTA Section 5310).
- Continue to implement marketing recommendations.
- Conduct passenger opinion survey.
- Begin work on a TDP Update.

2025

- Continue to apply for CDBG funding for transit operations.
- Continue to implement marketing recommendations.
- Conduct boarding and alighting survey.
- Complete updated TDP.

Fare and service changes for 2021 through 2025 and financial items should be implemented by January 1 of the year in question. Other activities will be implemented at some point during the year in question at the discretion of the transit operator and/or the Bay-Lake Regional Planning Commission (for surveys and studies).


Shoreline Metro: Recommended Route Structure
Shoreline Metro Transit Service Area
Map 10.1
TOWN OF SHEBOYGAN FALLS
TOWN OF SHEBOYGAN
SHEBOYGAN FALLS
KOHLER
SHEBOYGAN
TOWN OF LIMA
TOWN OF WILSON
LAKE MICHIGAN
Route 3 North/South*
Route 5 North/South
Route 7 North/South*
Route 10 North/South
Route 20 Sheboygan Falls & Kohler
Route 40 The Square**
Transfer Point
*Dashed line indicates service for parts of the day
**Seasonal (Mid-June to Labor Day)
Village of Kohler, and Cities of Sheboygan, and Sheboygan Falls
Road
Railroad
Hydrology
Municipality
SHEBOYGAN COUNTY
Miles
BAY LAKE


Shoreline Metro ADA Paratransit Service Area
Shoreline Metro Transit Service Area
Map 10.2
TOWN OF SHEBOYGAN FALLS
TOWN OF SHEBOYGAN
SHEBOYGAN FALLS
KOHLER
SHEBOYGAN
TOWN OF LIMA
TOWN OF WILSON
LAKE MICHIGAN
Route 3 North/South*
Route 5 North/South
Route 7 North/South*
Route 10 North/South
Route 20 Sheboygan Falls & Kohler
Route 40 The Square**
*Dashed line indicates service for parts of the day
**Seasonal (Mid-June to Labor Day)
ADA Paratransit Service Area
Transfer Point
SHEBOYGAN COUNTY
Village of Kohler, and Cities of Sheboygan, and Sheboygan Falls
Road
Hydrology
Railroad
Municipality
Miles
BAY LAKE

Appendices

SHORELINE METRO

BAY LAKE
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Appendix A: Shoreline Metro Passenger Opinion Survey Results

SHORELINE METRO PASSENGER OPINION SURVEY

Shoreline Metro is conducting this survey to learn about your travel on the bus and your attitudes toward bus service. Please take a few minutes to answer the following survey questions. Your input is very important and all responses are completely confidential.

1. What is the reason for your trip? (Check all that apply)

46.0%	Shopping	19.2%	Social/Recreational	35.7%	Medical
26.3%	Personal Business	7.1%	Human Service Agency Visit	47.3%	Work Related
21.9%	School	4.5%	Other		

2. How would you have made this trip if the bus were not available?

5.0%	Drive a Vehicle	30.2%	Walk	5.4%	Bicycle
16.7%	Taxi	18.9%	Would Not Make Trip	19.8%	As a Passenger in Someone's Vehicle
4.1%	Other				

If you filled out one of these surveys earlier, stop at this point. Thank you for your cooperation.

3. How many times per week do you ride the bus? (a round trip equals 2 times)

4.5%	Less Than Once	13.8%	1 – 2 Times	40.2%	3 – 6 Times
18.8%	7 – 10 Times	22.8%	More Than 10 Times		

4. How many blocks do you live from a bus stop?

51.1%	1	19.7%	2	10.3%	3	3.1%	4	4.0%	5	11.7%	6 or More

5. Was the availability of public transportation a factor in your choice of housing location?

56.2%	Yes	43.8%	No

6. Do you have a driver's license?

24.8%	Yes	75.2%	No

7. Did you have a vehicle available for this trip?

8.6%	Yes	91.4%	No

8. How many vehicles do you have in your household?

52.9%	0	29.1%	1	14.8%	2	3.1%	3 or More

9. Do you have a disability that impacts your ability to use the bus?

87.7%	None	0.9%	Vision	6.8%	Mobility	0.0%	Hearing
4.6%	Other Disability						

10. How would you rate the following factors about Shoreline Metro?

1 = Poor 2 = Neutral 3 = Good

Riding comfort of buses	2.60
Interior/exterior cleanliness of bus	2.62
Buses run on schedule	2.41
Courtesy of driver	2.67
Ease of understanding bus routes	2.69
Cost of service	2.62
Length of ride time	2.51
Passenger safety	2.72
Hours of service	2.20
Bus Buddy program	2.33
Modern amenities	2.57

11. How would the following things or events affect your current bus riding habits?

1 = Ride Less Often 2 = Have No Effect 3 = Ride More Often

Special discounts are offered through your employer	2.33
It becomes easier to know all the routes and schedules	2.45
Better waiting areas are built	2.53
Fares increase 25 cents	1.74
Training is provided on how to use the bus	2.13
The bus stops on the nearest corner to your house	2.48
Transit maps and schedules become available in your language	2.22
Buses travel more frequently	2.72
Transfers become much easier	2.49
The bus route is moved 7 – 8 blocks from your house	1.40
A weekly bus pass is implemented	2.35
Bus Buddy program is expanded	2.18
Availability of modern amenities increased	2.47

12. Should the bus service hours be adjusted?

60.6% Yes 39.4% No

If yes, explain how (where and when): (107 of 123 who responded "yes" provided a written response to this question).

13. Are you:

38.3% Male 56.8% Female 4.9% Other/No Response

14. What is your age category?

6.8% Under 16	7.7% 16 – 17	13.5% 18 – 24	13.5% 25 – 34
15.5% 35 – 44	14.5% 45 – 54	9.2% 55 – 59	8.2% 60 – 64
11.1% 65 and Over			

15. What is your ethnic background? (Check all that apply)

80.7% White	4.5% American Indian	5.9% Hispanic/Latino
2.5% Asian	12.4% Black	1.0% Other

16. How many persons live in your household, including you?

31.1% 1 21.8% 2 14.1% 3 11.2% 4 21.8% 5 or More

17. What is your current employment status? (Check all that apply)

14.9% Unemployed	30.2% Full-Time Employment
28.2% Part-Time Employment	13.4% Student
16.8% Retired	3.5% Homemaker
0.5% Temporarily Laid Off	6.5% Other

18. What is your annual household income category?

32.8% Under $10,000	23.3% $10,000 - $19,999	21.1% $20,000 - $29,999
11.1% $30,000 - $39,999	2.8% $40,000 - $49,999	3.3% $50,000 - $59,999
5.6% $60,000 or More		

Additional comments:

43 Written Responses – Summary is available upon request.

Please return survey and pencil to survey taker on the bus. Thank you for your cooperation!

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Appendix B: Shoreline Metro TDP Update Review Committee Members

Members Of The Sheboygan Transit Development Program (TDP) Update Review Committee

Chief Christopher Domagalski
Sheboygan Police Department

Alderperson Trey Mitchell
City of Sheboygan

Alderperson Ryan Sorenson
City of Sheboygan

Chad Pelishek
Planning and Development Department
City of Sheboygan

Mayor Mike Vandersteen
City of Sheboygan

Charles Windsor
Sheboygan Transit Commission

Alderperson Dean Dekker
City of Sheboygan

Ryan Zinkel
Sheboygan Transit Commission

Roy Kluss
Sheboygan Transit Commission

Traci Robinson
Sheboygan County Aging and Disability Resource Center

Matt Halada
WisDOT Northeast Region

Bill Blashka
Town of Sheboygan

James Schwinn
Town of Sheboygan

Members Of The Sheboygan Transit Development Program (TDP) Update Review Committee (Continued)

Mark Boehlke
Sheboygan Area School District

Derek Muench, Director
Shoreline Metro

Jack Sowinski
Shoreline Metro

Scott Navis
Shoreline Metro

Edward Procek
Shoreline Metro

Steve Hirshfeld
Transit Section
WisDOT Bureau of Transit, Local Roads, Railroads & Harbors

Brett Edgerle
Village of Kohler

Shad Tenpas
City of Sheboygan Falls

Angie Buechel
RCS Empowers, Inc.

Joe Schoenemann
Transit Customer

Mark Hermann
Transit Customer

Prepared by:
Bay-Lake Regional Planning Commission
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Transportation Planner

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Administrative Assistant

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Economic Development Planner

Jeffrey Witte,
Community Assistance Planner

Commissioners

Brown County
Vacant

Door County
Vacant

Florence County
Larry Neuens
Edwin Kelley
Rich Wolosyn

Kewaunee County
Tom Romdenne
Mary Ellen Dobbins
Donna Thomas

Manitowoc County
James Falkowski
**Daniel Koski
Vacant

Marinette County
Ann Hartnell
Thomas Mandli
Michael Kunesh

Oconto County
Dennis Kroll
****Terry Brazeau
Karl Ballestad

Sheboygan County
Ed Procek
***Mike Hotz
Vacant

*Project Contributors

**Chairperson

***Vice-Chairperson

****Secretary/Treasurer

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SHORELINE METRO

BAY LAKE Regional Planning Commission | Since 1972

III

Res. No. _____ - 20 - 21. By Alderpersons Sorenson and Dekker.
February 15, 2021.

A RESOLUTION authorizing the appropriate City Officials to enter into a Grant Agreement with the State of Wisconsin and to make necessary expenditures under that Grant Agreement in order to take advantage of the State of Wisconsin's Volkswagen Mitigation Transit Capital Assistance Grant Program.

WHEREAS, in the first round of the State of Wisconsin's Volkswagen Mitigation Grant Program, the City of Sheboygan and Shoreline Metro were able to replace a 2005 thirty-foot long Gillig bus ("Bus #502"); and

WHEREAS, in Res. No. 172-19-20, the Sheboygan Transit Commission and the Common Council for the City of Sheboygan directed and authorized Shoreline Metro to apply for a second State of Wisconsin Volkswagen Mitigation Program Grant; and

WHEREAS, the State of Wisconsin has approved an initial award in this second round of funding in an amount not to exceed One Million Eight Hundred Forty Six Thousand Dollars ($1,846,000) (the "Grant Funds") to be used to purchase up to four (4) new thirty-five foot long Gillig buses ("New Buses"), which will: (a) replace Buses #201 and #202 (two 2002 thirty-five foot long Gillig buses), (b) replace Buses #323 and #324 (two 2003 thirty-five foot long Gillig buses), and (c) pay for costs associated with disposing of Buses #201, #202, #323, and #324; and

WHEREAS, one requirement of receiving the Grant Funds is entering into a Grant Agreement, a copy of which is attached to this Resolution; and

WHEREAS, the Grant Agreement imposes certain obligations on the City, including reporting requirements and the requirement to obtain permission from the State of Wisconsin if the City desires to dispose of any New Bus before the end of its useful life; and

WHEREAS, the Grant Agreement also requires the City to purchase the New Buses and seek reimbursement from the State of Wisconsin; and

WHEREAS, entering into the Grant Agreement and obtaining the New Buses through the Grant Program is in the best interests of the City.

NOW, THEREFORE, BE IT RESOLVED: That the Director of Parking and Transit is authorized to execute the Grant Agreement on behalf of the City, to submit the Grant Agreement to the appropriate State of Wisconsin officials, and to submit all necessary documents to the State of Wisconsin as directed by the Grant Agreement.

Transit

BE IT FURTHER RESOLVED: That upon receipt of a fully executed Grant Agreement, the Director of Parking and Transit is authorized to draw funds in the amount of One Million Eight Hundred Forty Six Thousand Dollars ($1,846,000) from the Capital Projects Fund - Transit - Vehicles (Account No. 40093000-641100) in order to purchase the New Buses and to pay for eligible costs associated with scrapping Buses #201, #202, #323, and #324.

BE IT FURTHER RESOLVED: That pursuant to the Grant Agreement, no more than One Million Eight Hundred Forty Thousand Dollars ($1,840,000) shall be spent on the purchase of the New Buses, and no more than Six Thousand Dollars ($6,000) shall be spent on costs associated with scrapping Buses #201, #202, #323, and #324. In no event shall the total amount expended pursuant to this Resolution exceed One Million Eight Hundred Forty Six Thousand Dollars ($1,846,000).

BE IT FURTHER RESOLVED: That the Director of Parking and Transit is instructed to submit all necessary documentation in order to receive reimbursement from the Grant Program as soon as is practicable.

_____

_____

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

GRANT AGREEMENT
BETWEEN THE

STATE OF WISCONSIN
DEPARTMENT OF ADMINISTRATION

DIVISION OF ENTERPRISE OPERATIONS
VOLKSWAGEN MITIGATION TRANSIT CAPITAL ASSISTANCE GRANT PROGRAM

AND

CITY OF SHEBOYGAN

THIS AGREEMENT is made and entered into by and between the Division of Enterprise Operations ("Division"), Department of Administration ("Department"), representing the State of Wisconsin (collectively "State"), and the City of Sheboygan ("Grantee").

WHEREAS, §16.047(4m), Wis. Stats., provides that the Department shall establish a program to competitively award grants of Volkswagen ("VW") settlement funds from the appropriation under §20.855(4)(h), Wis. Stats. to eligible applicants for the replacement of eligible public transit vehicles; and

WHEREAS, on behalf of the State, the Department administers the Volkswagen Mitigation Transit Capital Assistance Grant Program ("Program") through the Division to provide funds for eligible activities; and

WHEREAS, the City of Sheboygan is an eligible applicant under §16.047(4m), Wis. Stats.; and

WHEREAS, it is the intention of the parties to this Agreement that all activities described herein shall be for their mutual benefit; and

WHEREAS, the State has approved an initial award to Grantee in an amount not to exceed $1,846,000 for eligible activities herein described; and

WHEREAS, the terms and conditions herein shall survive the Performance Period and shall continue in full force and effect until Grantee has completed and is in compliance with all the requirements of this Agreement; and

WHEREAS, this Agreement is mutually exclusive and is distinguished from all previous Agreements between Grantee and the State and contains the entire understanding between the parties;

NOW, THEREFORE, in consideration of the mutual promises and dependent documents, the parties hereto agree as follows:

The following documents are part of this Agreement:

1) Attachment A – Statement(s) of Work (most recent version)
2) Attachment B – Reimbursement Request
3) Attachment C – Eligible and Ineligible Activities
4) Attachment D – Budget
5) Attachment E – Reporting Form

The following documents are made part of this Agreement by reference:

1) Completed Grant Application (including Appendix A)
2) Volkswagen Diesel Emissions Environmental Mitigation Trust Agreement for State Beneficiaries, Puerto Rico, and the District of Columbia (the "State Trust Agreement") (most recent version)
3) Grant Announcement - VW Mitigation Program Transit Capital Assistance Grant Program - Round 2

CITY OF SHEBOYGAN

BY: _____

Name:

TITLE: _____

DATE: _____

STATE OF WISCONSIN
DEPARTMENT OF ADMINISTRATION

BY: _____
Joel T. Brennan

TITLE: Secretary

DATE: _____

GENERAL TERMS AND CONDITIONS

ARTICLE 1. AGREEMENT ADMINISTRATION

The Division employee responsible for the administration of this Agreement shall be Benjamin Vondra, VW Mitigation Program Administrator, Division of Enterprise Operations and who shall represent the Department's interest in review of quality, quantity, rate of progress, timeliness of services, and related considerations as outlined in this Agreement.

Grantee's employee responsible for the administration of this Agreement shall be Derek Muench, Director of Transit & Parking, who shall represent Grantee's interest regarding Agreement performance, financial records and related considerations. The Division shall be immediately notified of any change of this designee.

ARTICLE 2. APPLICABLE LAW

This Agreement shall be governed by the Laws of the State of Wisconsin and the United States. In addition, Grantee pledges to abide by and comply with the following requirements:

1. Agreement funds shall not be used to supplant existing funding otherwise budgeted or planned for projects outside of this program whether under local, state or federal law, without the consent of the State.

2. Grantee, its agents and employees shall observe all relevant provisions of the Ethics Code for Public Officials under §19.41, Wis. Stats. *et seq* and §19.59, Wis. Stats. *et seq*.

ARTICLE 3. LEGAL RELATIONS AND INDEMNIFICATION

Grantee shall at all times comply with and observe all federal and state laws and published circulars, local laws, ordinances, and regulations which are in effect during the Performance Period of this Agreement and which in any manner affect the work or its conduct.

In carrying out any provisions of this Agreement or in exercising any power or authority contracted to Grantee thereby, there shall be no personal liability upon the State, it being understood that in such matters the Division and the Department act as agents and representatives of the State.

Grantee shall indemnify and hold harmless the State and all of its officers, agents and employees from all suits, actions or claims of any character brought for or on account of any injuries or damages received by any persons or property resulting from the operations of Grantee, or of any of its agents or subrecipients, in performing work under this Agreement.

Grantee shall indemnify and hold harmless the State and all of its officers, agents and employees from all suits, actions or claims of any character brought for or on account of any obligations arising out of agreements between Grantee and subrecipient(s) to perform services or otherwise supply products or services. Grantee shall also hold the State harmless for any audit disallowance related to the allocation of administrative costs under this Agreement, irrespective of whether the audit is ordered by federal or state agencies or by the courts.

ARTICLE 4. STATEMENT OF WORK

1. Grantee shall supply or provide for all the necessary personnel, equipment, and materials (except as may be otherwise provided herein) to accomplish the tasks set forth on any Statement of Work approved by the Division. Changes to any Statement of Work may be made only by written agreement of both the Division and Grantee.

2. Grantee shall complete all work tasks that it commits to in any approved Statement of Work. Failure to meet this requirement may result in termination of this contract under ARTICLE 11 of this contract.

3. All Statements of Work shall constitute a written amendment to this Agreement setting forth the nature and scope thereof. The State reserves the right to determine whether the scope or expenses provided in a Statement of Work are eligible under §16.047(4m), Wis. Stats. and the State Trust Agreement. Any such continuance of service which would cause compensation to exceed the total amount of this Agreement shall be contingent upon the above provision and the appropriation of necessary funds by the Legislature.

4. The Department maintains responsibility for the interpretation of terms, conditions and costs listed in the Statement of Work.

5. In the event of conflict between the provisions of the Terms and Conditions and the Statement of Work and Budget, the provisions of the Statement of Work and Budget shall prevail.

ARTICLE 5. PERIOD OF PERFORMANCE

Grantee may only incur eligible project expenses during the time period between **the date of Agreement execution by the Department** and **June 30, 2025** (the "Performance Period"). All reimbursement requests must be received by the Department during the Performance Period.

ARTICLE 6. STANDARDS OF PERFORMANCE

Grantee shall perform activities as set forth in any approved Statement of Work and described herein in accordance with those standards established by statute, administrative rule, the Division, and any applicable professional standards.

ARTICLE 7. SUBLET OR ASSIGNMENT OF AGREEMENT

Grantee, its agents, subgrantees or subcontractors shall not sublet or assign all or any part of the work under this Agreement without prior written approval of the Division. The Division reserves the right to reject any subcontractor or subgrantee after notification. Grantee shall be responsible for all matters involving any subcontractor or subgrantee engaged under this Agreement, including grant compliance, performance, and dispute resolution between itself and a subcontractor or subgrantee. The State or Division bears no responsibility for subcontractor or subgrantee compliance, performance, or dispute resolution hereunder.

ARTICLE 8. DISCLOSURE: STATE PUBLIC OFFICIALS AND EMPLOYEES

If a State public official (as defined in §19.42, Wis. Stats.) or an organization in which a State public official holds at least a 10% interest is a party to this Agreement, this Agreement shall be voided by the State unless timely, appropriate disclosure is made to the State of Wisconsin Ethics Commission, P.O. Box 7125, Madison, Wisconsin 53707-7125.

Grantee shall not engage the services of any person or persons now employed by the State, including any department, commission or board thereof, to provide services relating to this Agreement without the prior written consent of the State and the employer of such person or persons.

ARTICLE 9. NONDISCRIMINATION IN EMPLOYMENT

Grantee shall not discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in §51.01(5), Wis. Stats., sexual orientation as defined in §111.32(13m), Wis. Stats., or national origin. This includes, but is not limited to, employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, Grantee shall take affirmative action to ensure equal employment opportunities. Grantee shall post in conspicuous places, available for employees and applicants for employment, notices to be provided by the State setting forth the provisions of the nondiscrimination clause.

Failure to comply with the conditions of this clause may result in the declaration of Grantee ineligibility, the termination of this Agreement, or the withholding of funds.

ARTICLE 10. SMALL BUSINESS AND MINORITY-OWNED BUSINESSES

Grantee shall make positive efforts to utilize small business and minority-owned business sources of supplies and services. Such efforts shall allow these sources the maximum feasible opportunity to compete for contracts or subcontracts to be performed utilizing state or federal funds.

ARTICLE 11. TERMINATION AT WILL

The Division may terminate this Agreement at any time with or without cause by delivering written notice to Grantee by Certified Mail, Return Receipt Requested, not less than 30 days prior to the effective date of termination. Date of receipt as indicated on the Return Receipt shall be the effective date of notice of termination. Upon termination, the State's liability shall be limited to the actual costs incurred in carrying out the project as of the date of termination plus any termination expenses having prior written approval of the State.

Grantee may terminate this Agreement with or without cause by delivering written notice to the Division by Certified Mail, Return Receipt Requested, not less than 30 days prior to effective date of termination. Date of receipt, as indicated on the Return Receipt, shall be the effective date of notice of termination. Upon receipt of termination notice, Grantee shall make available to the Division program records, equipment, and any other programmatic materials. In the event the Agreement is terminated by either party, for any reason whatsoever, Grantee shall refund to the Division within forty-five (45) days of the effective date of notice of termination any payment made by the Division to Grantee which exceeds actual approved costs incurred in carrying out the project as of the date of termination.

ARTICLE 12. TERMINATION FOR NONAPPROPRIATION

The State reserves the right to terminate this Agreement in whole or in part without penalty due to nonappropriation of necessary funds by the Legislature.

ARTICLE 13. FAILURE TO PERFORM

The State reserves the right to suspend payment of funds if required reports are not provided to the State on a timely basis or if performance of grant activities is not evidenced. The State further reserves the right to suspend payment of funds under this Agreement if there are deficiencies related to the required reports or if performance of contracted activities is not evidenced on other contracts between the State and Grantee in whole or in part.

Grantee's management and financial capability including, but not limited to, audit results and performance may be taken into consideration in any or all future determinations by the State and may be a factor in a decision to withhold payment and may be cause for termination of this Agreement.

ARTICLE 14. PUBLICATIONS

Grantee may, but is not required to, acknowledge the financial assistance provided by the Department in any report, study, video, website or other document resulting from this contract.

ARTICLE 15. AMENDMENT

This Agreement may be amended at any time by mutual consent of the parties hereto. Amendments shall be documented by written, signed and data addenda.

ARTICLE 16. SEVERABILITY

If any provision of this Agreement shall be adjudged to be unlawful or contrary to public policy, then that provision shall be deemed null and void and severable from the remaining provisions and shall in no way affect the validity of this Agreement.

ARTICLE 17. WAIVER

Failure or delay on the part of either party to exercise any right, power, privilege or remedy hereunder shall not constitute a waiver thereof. A waiver of any default shall not operate as a waiver of any other default or of the same type of default on a future occasion.

ARTICLE 18. FORCE MAJEURE

Either party's performance of any part of this Agreement shall be excused to the extent that it is hindered, delayed or otherwise made impractical by reason of flood, riot, fire, explosion, war, acts or omissions of the other party or any other cause, whether similar or dissimilar to those listed, beyond the reasonable control of that party. If any such event occurs, the nonperforming party shall make reasonable efforts to notify the other party of the nature of such condition and the extent of the delay and shall make reasonable, good faith efforts to resume performance as soon as possible.

ARTICLE 19. CHOICE OF LAW AND VENUE

In the event of a dispute this Agreement shall be interpreted in accordance with the laws of the State of Wisconsin, to the extent that there is no conflict with Federal law or applicable program requirements. The venue for any dispute shall be Dane County, Wisconsin.

FISCAL TERMS AND CONDITIONS

ARTICLE 20. SOURCE AND AVAILABILITY OF FUNDS

Funds have been appropriated by the Wisconsin Legislature for the eligible expenses covered under this Agreement. Funds awarded under this Agreement have been encumbered and are subject to the continued availability of funding from the State of Wisconsin. Funds are also subject to continued availability from the Volkswagen Diesel Emissions Environmental Mitigation Trust.

ARTICLE 21. VARIANCES

Certain variances to the budget outlined in the Statement of Work may be permissible. The changes shall be agreed to by both parties and approved by the Division in writing. A variance shall not be used to authorize a revision of the amount awarded or a change in the performance period. Such changes shall be made by amendment to the Agreement.

ARTICLE 22. ELIGIBLE COSTS

Eligible Costs are those costs which can be audited, and which are directly attributable to grant activities and identified and approved in any Statement of Work, Budget and/or Eligible and Ineligible Activity List.

1. Eligible Costs subject to reimbursement by this Grant may not be incurred prior to the execution of this Agreement by the State.

2. Costs only as identified in the Budget and described in the Statement of Work are allowed.

3. All methods of charging expenses against this Agreement shall be submitted for review and approval by the State.

ARTICLE 23. REIMBURSEMENT OF FUNDS

Grantee shall return to the State or other appropriate governmental agency or entity any funds paid to Grantee in excess of the allowable eligible costs under this Agreement. If Grantee fails to return excess funds, the State may deduct the appropriate amount from subsequent payments due to Grantee from the State. The State also reserves the right to recover such funds by any other legal means including litigation if necessary.

Grantee shall be responsible for reimbursement to the State for any disbursed funds, which are determined by the State to have been misused or misappropriated. The State may also require reimbursement of funds if the State determines that any provision of this Agreement has been violated. Any reimbursement of funds which is required by the State, with or without termination, shall be due within forty-five (45) days after giving written notice to Grantee.

ARTICLE 24. LIMITED USE OF PROGRAM FUNDS

This Agreement is a mutually exclusive Agreement. Grantee shall not apply funds authorized pursuant to other agreements toward the activities for which funding is authorized by this Agreement nor shall funding authorized by this Agreement be used toward the activities authorized pursuant to other Program Agreements. The word "funds" as used in this Article does not include Program Income.

ARTICLE 25. FINANCIAL MANAGEMENT

Grantee agrees to maintain a financial management system to assure funds are spent in accordance with applicable laws and regulations and to assure that accounts and accounting records for funds received under this Agreement are segregated from other Agreements, programs, and/or projects.

ARTICLE 26. METHOD OF PAYMENT

The Department shall make payment via electronic funds transfer/check to Grantee. Payment shall only be made after the Department confirms reimbursement materials are complete and accurate, Grantee activities are compliant with all program requirements, and all program expenses are eligible and occurred within the period of performance.

The Department will not make payments during the final two weeks of June.

ARTICLE 27. GRANTEE REQUESTS FOR REIMBURSEMENT

This is a reimbursement program. Grantee must adhere to the requirements found in Attachment C (Reimbursement Request) in order for payment to be made.

The Department shall make payment if it determines that expenses provided in a Statement of Work are eligible under §16.297, Wis. Stats. and eligible under the "State Trust Agreement." Reimbursement requests shall be accepted by the Department throughout the Period of Performance. Grantee shall submit reimbursement materials as electronic files to the following email address:

vwsettlement@wisconsin.gov

Hardcopies of materials, only when requested by the Division, shall be sent to the following address:

Volkswagen Mitigation Program
Department of Administration
Division of Enterprise Operations
101 East Wilson Street, 6th Floor
PO Box 7867
Madison, WI 53707-7867

All reimbursement requests must be received by the Department during the Performance Period.

ARTICLE 28. SHARED REVENUE REDUCTION

Grantee agrees that the receipt of agreement funds under this program will result in a reduction of future shared revenue payments pursuant to §79.035(7), Wis. Stats. Payment reductions shall be calculated by the Department in accordance with §79.035(7), Wis. Stats and processed by the Department of Revenue. Shared revenue reductions shall begin with the shared revenue payment following the first grant reimbursement payment to Grantee and continue for 10 consecutive annual payments by equal amounts. If in any year the reduction exceeds the shared revenue payment under §79.035(7), Wis. Stats the excess amount of the reduction will be applied to the payment under §79.04, Wis. Stats.

Grantee's total shared revenue payment reduction shall be equal to 20 percent of the total amount of agreement funds received under §16.047 (4m), Wis. Stats. The Department shall calculate each shared revenue reduction based on the percentage listed above and each grant reimbursement payment made to Grantee.

The resulting shared revenue reduction(s) shall be processed by the Department of Revenue pursuant to §79.035(7), Wis. Stats.

Grantee may receive reductions in both the July and November shared revenue payments if a reduction exceeds the total shared revenue payment for July. Reductions split between July and November shared revenue payments shall constitute one consecutive annual payment reduction.

ADMINISTRATIVE TERMS AND CONDITIONS

ARTICLE 29. SINGLE AUDIT REQUIREMENT

Grantee shall have a certified annual audit performed utilizing Generally Accepted Accounting Principles and Generally Accepted Auditing Standards.

Grantees which received state funds during their fiscal year shall comply with the requirements set forth in the State Single Audit Guidelines issued by the Department. Audit reports are due to the State within the earlier of 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period.

Please review the Department of Administration's Single Audit Compliance Supplement for details on submission of the reporting package (https://doa.wi.gov/Pages/StateFinances/State-Single-Audit-Guidelines.aspx).

ARTICLE 30. EXAMINATION OF RECORDS

The Department and any of its authorized representatives shall have access to and the right at any time to examine, audit, excerpt, transcribe and copy on Grantee's premises any directly pertinent records and computer files of Grantee involving transactions relating to this Agreement. Similarly, the State shall have access at any time to examine, audit, test and analyze any and all physical projects subject to this Agreement. If the material is held in an automated format, Grantee shall provide copies of these materials in the automated format or such computer file as may be requested by the State. Such material shall be retained for three years by Grantee following final payment on the Agreement.

This provision shall also apply in the event of cancellation or termination of this Agreement. Grantee shall notify the State in writing of any planned conversion or destruction of these materials at least 90 days prior to such action. Any charges for copies provided by Grantee of books, documents, papers, records, computer files or computer printouts shall not exceed the actual cost thereof to Grantee and shall be reimbursed by the State.

The minimum acceptable financial records for the project consist of: 1) Inventory records and supporting documentation for allowable equipment and services purchased to carry out the project scope; 2) Documentation of Agreement Services and Materials; and 3) Any other records which support charges to project funds. Grantee shall maintain sufficient segregation of project accounting records from other projects or programs.

ARTICLE 31. PROJECT ID

The Agreement shall include a unique Project ID number assigned by the Department for purposes of project administration. Grantee shall refer to the Project ID when requesting reimbursement.

ARTICLE 32. COUNTERPARTS, ELECTRONIC SIGNATURE AND DELIVERY

This Contract may be signed in counterparts, each of which shall be taken together as a whole to comprise a single document. Signatures on this Contract may be exchanged between the parties online through DocuSign, electronic scanned copy (.pdf) or similar technology and shall be as valid as original; and this Contract may be converted into electronic format and signed or given effect with one or more electronic signature(s) if the electronic signature(s) meets all requirements of Wis. Stat. ch. 137 or other applicable Wisconsin or Federal law. Executed copies or counterparts of this Contract may be delivered online through DocuSign or email and upon receipt will be deemed original and binding upon the parties hereto, whether or not a hard copy is also delivered. Copies of this Contract, fully executed, shall be as valid as an original.

SPECIAL TERMS AND CONDITIONS

ARTICLE 33. COMPETATIVE PROCUREMENT PRACTICES

Grantee shall utilize competitive procurement practices for products and services purchased as a result of this award. Procurement practices shall follow applicable local and state law. Grantee is responsible for providing proof that competitive procurement practices and applicable state and local law were followed. If Grantee elects to purchase products or services from a cooperative purchasing contract where Grantee was not the primary procurement agent, Grantee is responsible for providing proof that competitive procurement practices were followed.

ARTICLE 34. REASONABLE COSTS

Grantee shall make reasonable efforts to control unit costs for products and services procured as a result of this Agreement. For purposes of this Article 33, whether Grantee's efforts to control unit costs are reasonable is subject to review by the Department as part of an Agreed Upon Procedures Audit as set forth in Article 34, and the Department's determination as to the reasonableness of such efforts shall be conclusive.

ARTICLE 35. AUDITS

Grantee shall perform an "Agreed Upon Procedures Audit" on request. This audit shall consist of procedures and questions agreed upon by the State and the Auditor and shall expand beyond the scope of that provided for under the Wisconsin State Single Audit Guideline requirements.

ARTICLE 36. EQUIPMENT ACCOUNTABILITY

Title to equipment purchased with funds provided under this Agreement shall vest in Grantee's name, unless otherwise specified by an attachment. Disposition of any eligible buses shall be in accordance with the scrappage requirements of the program in Attachment A – Statement of Work. Disposition of any other equipment shall be in accordance with applicable law. The Department reserves the right to restrict disposal, transfer or use of all equipment in order to maintain compliance with the "State Trust Agreement."

ARTICLE 37. PATENT INFRINGEMENT

Grantee covenants that it shall, at its own expense, defend every suit which shall be brought against the State of Wisconsin (provided that such Grantee is promptly notified of such suit, and all papers therein are delivered to it) for any alleged infringement of any patent by reason of the sale of use of such articles and agrees that it shall pay all costs, damages, and profits recoverable in any such suit.

ARTICLE 38. PROGRAM INCOME

Program Income means gross income received by Grantee that is directly generated from the use of the Agreement award, including but not limited to repayments of funds that had been previously paid for eligible expenses; interest earned on any or all Agreement funds obtained from the State; proceeds derived after the Agreement close out from the disposition of real property acquired with any or all funds provided under this Agreement or interest earned on Program Income pending its disposition.

All Program Income shall be recorded and shall be provided to the Department upon request.

ARTICLE 39. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION

Grantee certifies that to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b); and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

Where the prospective primary participant is unable to certify to any of the statements in this article, such prospective participant shall attach an explanation to this proposal.

ARTICLE 40. INFORMATION SHARING REQUIREMENTS

The Department may periodically request specific information from Grantee to comply with legislative inquiry, state statute, federal law, State Trust Agreement requirements or for other reasons. Grantee agrees to provide the requested information to the Department within 21 calendar days in a form and format determined by the Department. This section is in addition to Grantee's reporting requirements as specified in Attachment E – Reporting Form.

ARTICLE 41. USE OF ASSETS PURCHASED WITH AGREEMENT FUNDS

Grantee must use assets purchased with agreement funds for public mass transit service for the entire useful life of the asset. The Department adopts the useful life definition and minimum useful life standards for buses and equipment set forth by the Federal Transit Administration (FTA) in FTA Award Management Circular (5010.1E), revised 7-16-2018, except when noted. Grantee must notify the Department when the asset is permanently withdrawn from revenue service or experiences a casualty loss. The Department relinquishes any interest in the asset(s) when the asset(s) reaches its useful life standard or the asset's fair market value falls below 10 percent of its original purchase price.

Grantee shall pay all fuel, taxes, fees, maintenance, administrative and other operating costs associated with the asset(s) purchased with agreement funds. Grantee agrees to maintain the asset(s) in accordance with manufacturer recommendations and keep the asset(s) in a state of good repair. Grantee confirms that financial capacity exists to operate and maintain the asset(s) throughout the useful life of the asset(s).

In the event Grantee receives insurance proceeds resulting from the asset's total loss, Grantee shall use proceeds towards a replacement asset of similar kind or, if Grantee and the Department jointly determine the replacement of the asset to be burdensome or otherwise counter to program objectives, proceeds may be used for other means mutually agreed to by both parties in writing.

Grantee agrees that it will not transfer title, lease, lien, pledge, mortgage, or any other similar action prior to reaching the minimum the useful life standard of the asset(s) without written approval of the Department.

ARTICLE 42. COMPLIANCE MONITORING

The Department may conduct on-site compliance checks during the Period of Performance to ensure Program objectives are being met and Grantee activities are compliant with State Trust Agreement and Grant Agreement requirements. Grantee agrees to make personnel, documents, sites, assets and other records available for immediate inspection by an authorized representative of the Department.

ARTICLE 43. LOBBYING

Program funds may not be used to influence federal contracts or financial transactions.

ARTICLE 44. TRAINING-WORKSHOPS-SEMINARS-EXHIBIT SPACE

If any portion of the funds shall be used to support training, workshops, seminars, exhibit space, etc., the Department shall receive complimentary registration and/or exhibit/booth space, if requested.

ARTICLE 45. NONDISCRIMINATION IN CONTRACTING

Pursuant to 2019 Wisconsin Executive Order 1, grantee agrees it will hire only on the basis of merit and will not discriminate against any persons performing a contract, subcontract or grant because of military or veteran status, gender identity or expression, marital or familial status, genetic information or political affiliation.

ATTACHMENT A
STATEMENT OF WORK

VOLKSWAGEN MITIGATION TRANSIT CAPITAL ASSISTANCE GRANT PROGRAM

ROUND 2

For the Grant Agreement Between the
State of Wisconsin, Department of Administration, Division of Enterprise Operations
And
CITY OF SHEBOYGAN

PROJECT ID: WIS-BUS-SHEB-02

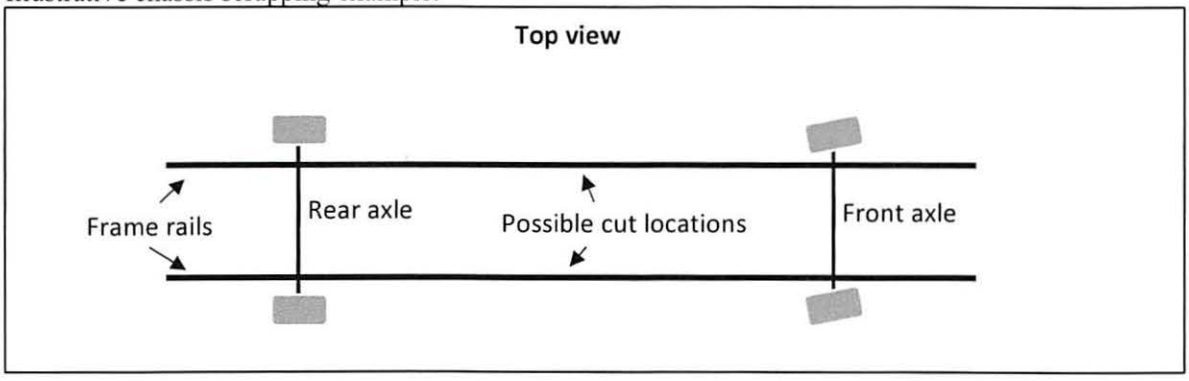
February 3, 2021

Summary
Grantee shall replace eligible buses identified in the Project Budget by purchasing, owning and operating a new bus as identified in the Project Budget. Grantee shall scrap all eligible old buses as identified in the Project Budget.

Scrap eligible old buses
Grantee shall replace eligible old buses identified in the Project Budget by scrapping and making them available for recycle, in accordance with the State Trust Agreement and this Grant Agreement. Scrapping shall mean to render inoperable and available for recycle, and, at a minimum, to specifically cut a 3-inch hole in the engine block for all engines. Scrapped shall also include the disabling of the chassis by cutting the vehicle's frame rails completely in half in at least two locations on separate sides of the vehicle between the front and rear axles. Scrapping shall be completed within 90 days of accepting delivery of the replacement bus(es). Per Grantee's request, the Department may grant approval for alternative scrapping methods in writing. Such approval must be obtained prior to the scrapping activity.

Grantee shall provide notification to the Department between 5 and 20 business days prior to commencing scrapping activities. Upon the Department's request Grantee shall allow a Department representative to attend the scrapping activities in-person, should such in-person attendance be allowed by the scrapping contractor's applicable safety protocols and/or applicable COVID-19 pandemic public health guidance.

Illustrative chassis scrapping example:



Purchase eligible new buses

Grantee shall purchase, own and operate eligible new heavy-duty public transit buses for the purposes of carrying passengers in a public mass transit system operating in the State of Wisconsin.

1) New buses must be eligible under the State Trust Agreement and under §16.047(4m), Wis. Stats.
   a) Eligible new buses must be owned by the Grantee and titled in the Grantee's name or Grantee's Governmental Agent (e.g. Transit Authority) or Department.
   b) All vendors must be selected in accordance with local public contracting law. If no local public contracting law or regulations exist, the Grantee shall utilize state public contracting law and procurement processes. If the Grantee elects to purchase products or services from a cooperative purchasing contract where the Grantee was not the primary procurement agent, the Grantee is responsible for providing proof that competitive procurement practices were followed.
   c) New buses must have an engine model year the same year as when the replacement occurs or one engine model year prior. For example, if bus replacement occurs in 2021, the engine model year of the new bus must be 2021 or 2020. A bus with an engine model year of 2019 or older would not be eligible for reimbursement under this example.
   d) Grantee shall provide cost estimate documentation to the Department, and to the satisfaction of the Department, for all purchases over $25,000. For example, cost estimate documentation may be a vendor's quote, bid price sheet or similar document.

2) The Grantee shall submit draft Purchase Order(s) (PO) and itemized equipment lists to the Department for review prior to sending any POs to a vendor. Any expenses ineligible for reimbursement shall be on a separate PO, such as extras, add-ons, special order, or additional equipment. This will help ensure the Department is aware of project activities and has an opportunity to review and prepare for project reimbursement.

3) The Department will not work directly with a Grantee's vendor, except at the discretion of the Department, and will not accept reimbursement requests from a vendor.

Reporting

Grantee shall submit reports to the Department as specified in Attachment E – Reporting Form.

Reimbursement

This is a reimbursement program. Grantee must incur eligible project costs and pay for all project costs before requesting reimbursement. Grantee must complete reimbursement requests as specified in Attachment B – Reimbursement Request. All documents must be completed to the Department's satisfaction and all supporting documentation must be submitted. Reimbursement requests shall be submitted to the Department within 60 calendar days of completing each individual transit bus replacement project and associated scrapping. All reimbursement requests must be received by the Department during the Performance Period.

ATTACHMENT B: REIMBURSEMENT REQUEST
TRANSIT CAPITAL ASSISTANCE GRANT PROGRAM - **ROUND 2**

INSTRUCTIONS

This Excel workbook is available electronically at https://doa.wi.gov/Pages/vwsettlementwisconsin.aspx

Complete this Excel workbook to request reimbursement of eligible expenses under the Volkswagen Mitigation Transit Capital Assistance Grant Program administered by the Department of Administration (DOA). This program is funded from Volkswagen Diesel Emissions Environmental Mitigation Trust for State Beneficiaries, Puerto Rico, and the District of Columbia. Incomplete forms may not be considered. Personal information collected will be used for grant administration and may be provided to requesters to the extent required by Wisconsin's Open Record law.

Before completing this workbook, carefully review your grant agreement!

BUS REPLACEMENT REIMBURSEMENT REQUEST

- This workbook contains seven (7) worksheets. Review and complete all worksheets.
- Entry fields with light blue background color must be completed unless otherwise noted.
- Complete a separate workbook for each replacement bus project.
- Send the final, completed workbook to DOA via email to request reimbursement. Ensure all supporting documentation is included in your reimbursement request email. Multiple emails are acceptable.
- Reimbursement requests shall be submitted to the Department within 60 calendar days of completing each individual transit bus replacement project and associated scrapping. All reimbursement requests must be received by the Department during the Performance Period shown in the Grant Agreement.
- Email all documents to DOA at vwsettlement@wisconsin.gov

INFRASTRUCTURE REIMBURSEMENT REQUEST

Contact DOA VW Mitigation Program Administrator for instructions on requesting reimbursement for non-vehicle, infrastructure expenses, if allowed by your Grant Agreement.

Benjamin Vondra
benjaminh.vondra@wisconsin.gov
608-261-6262

ATTACHMENT B: REIMBURSEMENT REQUEST
TRANSIT CAPITAL ASSISTANCE GRANT PROGRAM - **ROUND 2**

REIMBURSEMENT CHECKLIST

GRANTEE:

PROJECT ID # *(from grant agreement)*

This documentation was completed and submitted by:

Name:

Date:

Title:

Phone:

Email:

Check off all items included with the reimbursement request. All items are REQUIRED.

Workbook items:

- ☐ Reimbursement Checklist
- ☐ Reimbursement Cover Page
- ☐ Vehicle Inspection Form
- ☐ Procurement Certification & Supporting Documents
- ☐ Certificate of Engine and Chassis Destruction
- ☐ NOx Air Quality Data

Additional items:

- ☐ Reimbursement Request Letter on Grantee Letterhead
- ☐ Copy of Purchase Order(s) *(for bus purchase and for scrapping services)*
- ☐ Copy of Vendor Invoice(s) *(for bus purchase and for scrapping services)*
- ☐ Proof of Payment From Grantee to Vendor *(e.g. copy of check, accounting sheet)*
- ☐ Before and After Scrapping Photographs *(details on Certificate of Destruction in workbook)*
- ☐ Copy of MV1 Title/License Plate Application for Replaced Bus *(provides proof of ownership)*
- ☐ Copy of MV1 Title/License Plate Application for New Bus
- ☐ Any additional materials if specified in the grant agreement
- ☐ Cost documentation for all purchases over $25,000 *(bid price sheet, vendor quote, etc.)*

ATTACHMENT B: REIMBURSEMENT REQUEST
TRANSIT CAPITAL ASSISTANCE GRANT PROGRAM - **ROUND 2**

COVER PAGE

Statement: The Grantee formally requests reimbursement for eligible expenses outlined in the attached documentation and in accordance with the Agreement.

GRANTEE: 0

TOTAL REIMBURSEMENT REQUEST ($): $ -

REIMBURSEMENT REQUEST #: *(sequential)*

Grantee Address

Street 1:
Street 2:
City:
Zip:

Scrapped Bus

Vehicle Make:
Vehicle Model:
Vehicle Model Year:
VIN:
Engine Make:
Engine Model:
Engine Model Year:
Engine Serial No:
Engine Family No:
Fleet ID #:
Scrapping Date:
Scrapping Cost: $ -
Scrapping Income: $ -
Maximum Eligible Scrapping Reimbursement (calculated): $ -

New Bus

Vehicle Make:
Vehicle Model:
Vehicle Model Year:
VIN:
Engine Make:
Engine Model:
Engine Model Year:
Engine Serial No:
Engine Family No:
Fleet ID #:
Delivery Date:
Date Placed in Service:
New Bus Expenses Eligible for Reimbursement: $ -

ATTACHMENT B: REIMBURSEMENT REQUEST
TRANSIT CAPITAL ASSISTANCE GRANT PROGRAM - **ROUND 2**

NEW VEHICLE INSPECTION FORM

Grantee: 0

TOPIC	REQUIREMENT	PASS / FAIL	NOTES
FMVSS Sticker	Affixed to vehicle		
Interior Finish	Clean and adheres to contract specs		
Exterior Finish	Clean and adheres to contract specs		
Interior Lighting	Operable and adheres to contract specs		
Exterior Lighting	Operable and adheres to contract specs		
Accessible Lift / Ramp	Operable and adheres to contract specs		
Chassis / Frame	Inspect for leaks, damage, etc.		
Electrical	Inspect electrical system where applicable, including battery(ies)		
HVAC	Run heater, AC, fan and inspect compressor / condenser		
Engine	Inspect for leaks, loose components and noises. Operates as expected, gauges read normal		
Brakes / Parking brake	Tested and operates as expected		
Speed	Vehicle tested at varying speeds and on a roadway with posted speed limit at least 50mph		
Wipers / Windows / Seats	Tested and operates as expected		
Safety	Vehicle equipped with first aid kit, fire extinguisher and orange triangles		
Other	Report other tests or issues		

Mechanic / Authorized Representative Signature: *Type Signature Here*
(typed electronic signatures acceptable)

Print:

Date:

ATTACHMENT B: REIMBURSEMENT REQUEST
TRANSIT CAPITAL ASSISTANCE GRANT PROGRAM - **ROUND 2**

PROCUREMENT & CONTRACTING CERTIFICATION

Grantee: 0

Certification Statements *(check all, sign and date)* :

☐ *I certify that the purchase of the products and/or services presented for reimbursement were procured and contracted in a manner compliant with applicable state and local procurement and contracting law.*

☐ *I understand that if all or part of the products and/or service expenses presented for reimbursement were not procured or contracted in a manner compliant with applicable state and local procurement and contracting law, those products and/or services are ineligible for reimbursement from DOA and the VW Environmental Mitigation Trust Fund.*

☐ *I certify that supporting documentation showing compliance with applicable state and local procurement and contracting law is included with this reimbursement request.*

This certification MUST be accompanied by supporting documentation showing applicable state and local procurement and contracting laws have been followed. Examples of supporting documentation may include:

- copy of contract with vendor showing quoted prices
- screenshot of online procurement materials
- narrative of procurement process followed, including timeline
- procurement documents, showing products and services
- emails or other communications of procurement processes

Signature of Authorized Representative:

Signature: *Type Signature Here* Date:

(typed electronic signatures acceptable)

Print:

ATTACHMENT B: REIMBURSEMENT REQUEST
TRANSIT CAPITAL ASSISTANCE GRANT PROGRAM - **ROUND 2**

CERTIFICATE OF ENGINE & CHASSIS DESTRUCTION

This form must be completed for each scrapped bus. Carefully review your grant agreement and statement of work for detailed scrapping requirements. Improperly scrapped vehicles will result in the Department withholding reimbursement of eligible new vehicle costs. Contact the VW Program Administrator with questions.

Grantee: 0

Scrapping Company *(if not scrapped in-house)*

Company Name:
Scrapping Company Representative:
Phone:
Street 1:
Street 2:
City:
Zip:

Scrapped Vehicle Information

Scrapping Date: 1/0/1900
Vehicle Make: 0
Vehicle Model: 0
Vehicle Model Year: 0
VIN:
Engine Make: 0
Engine Model: 0
Engine Model Year: 0
Engine Serial No:
Engine Family No:

Submit the following photographs to the Department.

- Photos must be submitted via email as .jpeg images to vwsettlement@wisconsin.gov.
- Filenames of photos must clearly describe what is in the photo.
- Submit the following photographs:
  - a) side-profile of vehicle
  - b) VIN label, etching or stamp
  - c) Engine label(s) showing manufacturer name and engine serial number
  - d) Chassis rails cut in half
  - e) Engine block, prior to hole, with measurement markings
  - f) Engine block, after hole, with measurement
  - g) Others, as requested by the Department

Grantee Certification Statement

I certify that within 90 days of receiving delivery of the replacement vehicle, the replaced vehicle was rendered inoperable and available for recycle. At a minimum, the engine has been disabled by causing a 3-inch hole to be cut in the engine block. In addition, at a minimum, the chassis of the vehicle was disabled by cutting the vehicle's frame rails completely in half in not less than two places between the front and rear axles. Required photographs have been included with the request for reimbursement.

Grantee Authorized Signature: *Type Signature Here*
(typed electronic signatures acceptable)
Name:
Date:

ATTACHMENT B: REIMBURSEMENT REQUEST
TRANSIT CAPITAL ASSISTANCE GRANT PROGRAM - **ROUND 2**

NOx DATA *(for EPA DEQ Final Calculations)*

SCRAPPED BUS

Engine Model Year:	0		
Fuel Type:			
Annual Fuel Gallons:	0	☐	*Check if estimated*
Annual Miles Traveled:	0	☐	*Check if estimated*
Avg. Daily Idling Hours:	0.0	☐	*Check if estimated*
Avg. Days Used Per Year:	0	☐	*Check if estimated*
Avg. Idling Hours Per Year:	0		*calculated*
Scrapping Year:			
Estimated Life Remaining (years):	0		

NEW BUS

Fuel Type:			
New Engine Model Year:	0		
Annual Diesel Gallons Reduced*:	0	☐	*Check if estimated*

**If the new bus will have the same MPG rating and be used in a similar way to the old bus, enter "0".*

ATTACHMENT C
ELIGIBLE AND INELIGIBLE ACTIVITIES

VOLKSWAGEN MITIGATION TRANSIT CAPITAL ASSISTANCE GRANT PROGRAM

ROUND 2

For the Grant Agreement Between the
State of Wisconsin, Department of Administration, Division of Enterprise Operations
And
CITY OF SHEBOYGAN

PROJECT ID: WIS-BUS-SHEB-02

February 3, 2021

The Department maintains responsibility for the interpretation of terms, conditions and costs listed. The Department reserves the right to alter the list of eligible and ineligible activities at any time to maintain consistency with the Beneficiary State Trust, Trustee guidance, State Statute and the Department's interpretation of program rules. The list of ineligible activities is provided as a courtesy to Grantee and is not exhaustive.

	Scrapping Activities	Eligible	Ineligible
1.	Activities directly related to the scrapping expense of a contractor.	X	
2.	Activities directly related to the labor and material expenses of conducting scrapping in-house.	X	
3.	Towing of a vehicle to a scrapping contractor.		X
4.	Grantee expenses related to preparing a vehicle for scrapping (i.e. draining fluids).		X
5.	Any expenses to disable, remove or transfer equipment except activities explicitly called for by the Agreement's scrapping requirement.		X
6.	Vehicle storage fees.		X
7.	Bad debts, late payment fees, finance charges or contingency funds, interest, and investment management fees. Liens or other interests on any replaced bus.		X

	New Vehicle Activities	Eligible	Ineligible
1.	Base chassis, drivetrain, and body components (i.e. engine, frame, body, windows, tires, etc.).	X	
2.	Basic fit and finish only when installed by the vendor and incorporated into the vehicle prior to vehicle delivery to Grantee. (i.e. seating, flooring, ADA securement, lighting, etc.).	X	

3.	Trim, customary interior and exterior product packages, certain drivetrain options, accessibility features, life-safety equipment required by law and similar equipment customarily ordered by the Grantee or in order to maintain consistency with the Grantee's existing fleet or as an improvement to the Grantee's existing fleet as documented in planning materials (i.e. LED lighting, window upgrades, driver seating upgrades, heating and cooling equipment) and only when installed by the vendor and incorporated into the vehicle prior to vehicle delivery to Grantee.	X	
4.	Customary manufacturer vehicle delivery charges.	X	
5.	Purchase or installation of new farebox or fare collection equipment only when installed by vendor during assembly and prior to vehicle delivery to Grantee.	X	
6.	Decals, vehicle wraps, signage, bike racks or other similar exterior accessories customarily ordered by the Grantee or in order to maintain consistency with the Grantee's existing fleet or as an improvement to the Grantee's existing fleet as documented in planning materials, only when installed by vendor during assembly and prior to vehicle delivery to Grantee.	X	
7.	Communication equipment (i.e. two-way radio) only when installed by vendor during assembly and prior to vehicle delivery to Grantee.	X	
8.	Title, license and other vehicle registration fees.		X
9.	Training, training materials, workshops and travel of Grantee staff or contractors that is beyond what is included in the base vehicle cost.		X
10.	Operating expenses (i.e. data service plans, maintenance packages, operating software, fuel, insurance, wages, fringe, etc.).		X
11.	Grantee administrative expenses associated with the ordering, procurement, delivery, registration or other start-up costs of the vehicle.		X
12.	Extensive technology upgrades (hardware or software), as determined by the Department, unless explicitly authorized by the Department in writing prior to issuance of a purchase order.		X
13.	Attorney fees. Engineering/consultant fees. Taxes, except sales tax on eligible equipment and expenses.		X
14.	Extensive or uncustomary upfit, upgrades or extras, as determined by the Department.		X
15.	Transfer or installation of equipment from any vehicle into a new vehicle.		X
16.	Maintenance tools, repair equipment, spare parts or similar items.		X

ATTACHMENT D
BUDGET

VOLKSWAGEN MITIGATION TRANSIT CAPITAL ASSISTANCE GRANT PROGRAM

ROUND 2

For the Grant Agreement Between the
State of Wisconsin, Department of Administration, Division of Enterprise Operations
And
CITY OF SHEBOYGAN

PROJECT ID: WIS-BUS-SHEB-02

February 3, 2021

1) 100% of eligible expenses to scrap the following bus(es) and engine(s).

VIN	Vehicle Make	Vehicle Model	Engine Model Year	Engine Serial Number	Fleet ID #	Scrapping Allowance
15GGB271821073044	Gillig	35'	2002	46187011	201	$1,500.00
15GGB271321073047	Gillig	35'	2002	46186472	202	$1,500.00
15GGB291831073589	Gillig	35'	2003	46343087	323	$1,500.00
15GGB291431073590	Gillig	35'	2003	46342959	324	$1,500.00

2) 100% of eligible expenses to purchase the following new bus(es).

Anticipated PO Date (MM/YYYY)	Vehicle Make	Vehicle Model	Engine Model Year	Engine Type	Reimbursement not to exceed
03/2021	Gillig	35'	Calendar year in which replacement occurs or one model year prior	Diesel	$460,000
03/2021	Gillig	35'	Calendar year in which replacement occurs or one model year prior	Diesel	$460,000
03/2021	Gillig	35'	Calendar year in which replacement occurs or one model year prior	Diesel	$460,000
03/2021	Gillig	35'	Calendar year in which replacement occurs or one model year prior	Diesel	$460,000

ATTACHMENT E
REPORTING FORM

VOLKSWAGEN MITIGATION TRANSIT CAPITAL ASSISTANCE GRANT PROGRAM

ROUND 2

For the Grant Agreement Between the
State of Wisconsin, Department of Administration, Division of Enterprise Operations
And
CITY OF SHEBOYGAN

PROJECT ID: WIS-BUS-SHEB-02

February 3, 2021

The Department must meet Trustee reporting requirements, including semi-annual reports describing the progress in implementing each project. The Department must collect information from the Grantee in order to create these reports. The Department must also collect information to track project implementation in accordance with program terms and conditions.

Grantee shall report twice annually on program activities. Grantee shall report on the period beginning when the Grant Agreement is fully executed and terminating when the recipient has received final payment for all projects as shown in Attachment D – Budget. Failure to submit complete and accurate reports prior to the reporting deadline may constitute cause for suspension of payments or agreement termination.

Submission due dates:

Reporting Period	Due Date
January 1 through June 30	July 15
July 1 through December 31	January 15

INSTRUCTIONS

1) Complete all fields.
2) Sign and date
3) Save form, keep a copy for your records
4) Submit the completed, electronic copy of this form to vwsettlement@wisconsin.gov

STATE OF WISCONSIN
DEPARTMENT OF ADMINISTRATION
DIVISION OF ENTERPRISE OPERATIONS
VW MITIGATION PROGRAM
02/2021

101 EAST WILSON STREET, 6TH FLOOR
PO BOX 7867
MADISON, WI 53707-7867

https://doa.wi.gov/Pages/vwsettlementwisconsin.aspx

Submit form to vwsettlement@wisconsin.gov

VOLKSWAGEN MITIGATION TRANSIT CAPITAL ASSISTANCE GRANT PROGRAM
Semi-annual Report – Round 2

Section 1 **REQUIRED**			
Grantee			
Date		Project ID No. *(from grant agreement)*	
Contact Person *(name, title, phone, email)*			
Reporting Period *(check one)*	☐ January through June ☐ July through December		

Section 2 **REQUIRED. TOTAL FOR ALL VEHICLE REPLACEMENT PROJECTS**			
Total Eligible Project Costs Incurred During Reporting Period*	$	Total Eligible Project Costs Paid During Reporting Period	$
Detailed Description of Project Activities During Reporting Period. Include Dates.			
Detailed Description of Planned Project Activities for Upcoming Reporting Period (6 months).			

**incurred costs include any expenses Grantee has assumed liability for and intends to seek reimbursement from the VW Mitigation Program.*

Authorized Representative Signature *(typed signature acceptable)*	
Print Name	
Title	
Date	

VII

R. C. No. _____ - 20 - 21. By FINANCE AND PERSONNEL COMMITTEE.
February 15, 2021.

Your Committee to whom was referred Res. No. 155-20-21 by Alderpersons Donohue and Bohren repealing Res. No. 196-19-20 regarding an Early Retirement Incentive Program offered to qualifying city employees; recommends adopting the Resolution.

_____ _____

_____ _____

_____ _____

Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

III

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Res. No. 55 - 20 - 21. By Alderpersons Donohue and Bohren.
February 1, 2021.

A RESOLUTION repealing Res. No. 196-19-20 regarding an Early Retirement Incentive Program offered to qualifying city employees.

WHEREAS, by way of Res. No. 196-19-20 adopted on April 8, 2020, an Early Retirement Incentive Program was created and offered to qualifying city employees in the Human Resources and Finance Departments; and

WHEREAS, the June 30, 2020 deadline for employees to participate in the program has passed and Retirement Severance Policy No. HR 600 is being repealed.

NOW, THEREFORE, BE IT RESOLVED: That the Common Council hereby repeals Res. No. 196-19-20 adopted April 8, 2020, and said Resolution is hereby repealed and of no further force or effect.

FAP

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

R. C. No. _____ - 20 - 21. By PUBLIC WORKS COMMITTEE. February 15, 2021.

Your Committee to whom was referred DIRECT REFERRAL Res. No. 163-20-21 by Alderpersons Dekker and Sorenson authorizing the appropriate City officials to enter into a contract with Rebuild-it Services Group to replace two clarifier drive units at the Wastewater Treatment Facility; recommends adopting the Resolution.

_____ _____

_____ _____

_____ _____

Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

III

DIRECT REFERRAL TO PUBLIC WORKS COMMITTEE

Res. No. 163 - 20 - 21. By Alderpersons Dekker and Sorenson.
February 9, 2021.

A RESOLUTION authorizing the appropriate City officials to enter into a contract with Rebuild-it Services Group to replace two clarifier drive units at the Wastewater Treatment Facility.

WHEREAS, Primary Clarifier #4 and Final Clarifier #2 are important components of the Wastewater Treatment Facility and, due to age and other factors, the drive units in these clarifiers are near end of life; and

WHEREAS, the replacement of these drive units is planned as part of the 2021 Capital Improvements Plan; and

WHEREAS, Staff proposes to replace the current drive units with rebuilt OEM drives and, in conjunction with this work, to install a scum (floating debris and grease) collection system on Primary Clarifier #4 (the "Project"); and

WHEREAS, because this Project does not constitute public construction as that term is used in the Wisconsin Statutes, neither state law nor the City's Procurement Policy require bidding for this Project; and

WHEREAS, based on Staff's experience, expertise, and recommendation, contracting with Rebuild-it Services Group for the Project is in the best interest of the City; and

WHEREAS, in order to complete the Project, it is necessary to drain the clarifier basins, which provides an opportunity to do other maintenance items on Primary Clarifier #4 and Final Clarifier #2; and

WHEREAS, while the clarifier basins are drained, Staff anticipates issuing a purchase order to Crane Engineering - pursuant to its authority under the City's Procurement Policy - in the amount of approximately $30,000 for maintenance work related to the walls and floors of the clarifier basins; and

WHEREAS, while the clarifier basins are drained, City Staff also anticipates performing preventative maintenance, which may necessitate some amount of expenditure for materials; and

WHEREAS, payment for the purchase order with Crane Engineering and for necessary expenditures related to the preventative maintenance performed by City Staff are expected to be drawn from Account No. 60138300-631100.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are hereby authorized to enter into the attached contract with Rebuild-it Services Group for the Project in the amount of $121,744.00.

PH adopt.

BE IT FURTHER RESOLVED: That the appropriate City officials are authorized to draw funds, not to exceed $133,918.40 (which includes a contingency), from Account No. 60138300-631100 for payment of the contract with Rebuild-it Services Group.

_____

_____

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

AGREEMENT
BETWEEN THE CITY OF SHEBOYGAN, WISCONSIN AND
REBUILD-IT SERVICES GROUP, LLC

TO REBUILD AND INSTALL TWO DRIVE UNITS AT THE WASTEWATER TREATMENT PLANT

This Agreement ("Agreement") is made and entered into effective this ____ day of _____, 2021 (the "Effective Date"), by and between the City of Sheboygan (the "City"), a municipal corporation, and Rebuild-it Services Group, LLC ("Contractor").

WITNESSETH:

WHEREAS, the City has determined that the drive unit of Primary Clarifier #4 at the Wastewater Treatment Plant is in need of replacement; and

WHEREAS, while the drive unit is being replaced, there is an opportunity to install a new skimming mechanism/scum box on Primary Clarifier #4; and

WHEREAS, the City has determined that the drive unit of Final Clarifier #2 at the Wastewater Treatment Plant is in need of replacement; and

WHEREAS, Contractor is willing and able to provide the City with the necessary parts and services in order to replace the drive units of Primary Clarifier #4 and Final Clarifier #2 and to install the new skimming mechanism/scum box on Primary Clarifier #4, pursuant to the terms set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

Article 1. Scope of Services
Contractor shall provide all services, materials, labor, and tools necessary to: (1) replace the current C54 Drive Unit on Primary Clarifier #4 with a refurbished C54 drive unit, (2) install a skimming mechanism/scum box on Primary Clarifier #4, and (3) replace the current C40 Drive Unit on Final Clarifier #2 with a refurbished C40 drive unit (collectively the "Project"). The Project shall be done pursuant to Contractor's Proposal No. Q122065-F. The Scope of Work for Proposal No. Q122065-F (pages 1-4) is attached to this Agreement as Exhibit A.

The Pricing and Payment Terms, Warranty & Terms and Conditions, and Terms and Conditions from Proposal No. Q122065-F are explicitly not incorporated into this Agreement. The operative Pricing, Payment, Warranty, and other Terms and Conditions are found in this Agreement.

Contractor shall be responsible for obtaining any and all applicable City permits and licenses and paying any and all applicable permit fees prior to beginning work.

Contractor shall promptly make payment to each and every person or entity entitled to payment for work or labor performed or materials furnished in the performance of this Agreement.

Article 2. Standard of Care

Contractor shall be responsible for completion of the Project in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances ("Standard of Care"). The City shall be the sole judge of the adequacy of Contractor's work in meeting the Standard of Care; however, the City shall not unreasonably withhold its approval as to the adequacy of Contractor's performance. Upon notice to Contractor, Contractor will, without additional compensation, correct or replace any and all aspects of the Project not meeting the Standard of Care.

Contractor shall be responsible to repair any damage incurred during the Project.

Article 3. Warranty

Contractor warrants all new parts and equipment sold or rebuilt by Contractor to be free from defects in material and workmanship, and will replace or repair, F.O.B. its factories or other location designated by Contractor, any part or parts returned to it which Contractor's examination shall show to have failed under normal use and service by the City within the earlier of: (1) two years following Final Acceptance of the Project and (2) two years and six months following the shipment of the parts and equipment to the City.

Warranty repair or replacement shall be free of charge for all items, except for those items—such as resin, filter media, and the like—that are consumable and normally replaced during maintenance, with respect to which, repair or replacement shall be subject to a pro-rata charge based on Contractor's estimate of the percentage of normal service life realized from the part. Contractor's obligation under this warranty is conditioned upon its receiving prompt notice of claimed defects, which shall in no event be later than thirty (30) days following expiration of the warranty period, and is limited to repair or replacement as aforesaid.

This warranty is expressly made by Contractor and accepted by the City in lieu of all other warranties, including warranties of merchantability and fitness for particular purpose, whether written, oral, express, implied, or statutory. Contractor shall not be liable for normal wear and tear, corrosion, or any contingent, incidental, or consequential damage or expense due to partial or complete interoperability of its equipment for any reason whatsoever.

This warranty shall not apply to equipment or parts which are altered or repaired outside of Contractor's factory, or damaged by improper maintenance, or subjected to misuse, abuse, neglect, accident, or incomplete adherence to all manufacturer's requirements, including, but not limited to, Operations & Maintenance Manual guidelines & procedures.

For the avoidance of doubt, Contractor makes no warranty with respect to parts, accessories, or components purchased by the customer from others.

Article 4. Responsibilities of the City

The City designates Steve Jossart as its designated project manager for purposes of this Agreement.

The City's project manager shall be responsible for final acceptance of the Project. The Project will be deemed accepted unless written notice of non-acceptance is received by Contractor within seven (7) days of Contractor representing that the Project is complete.

Article 5. Compensation

The City shall pay Contractor for all fees and expenses related to the Project in an amount not to exceed One Hundred Twenty One Thousand Seven Hundred Forty Four Dollars ($121,744.00), not to exceed the categories set forth below:

C54 Rebuilt Drive Unit, as described in Exhibit A	$28,862.00
Skimming Mechanism / Scum Box, as described in Exhibit A	$ 8,126.00
C40 Rebuilt Drive Unit, as described in Exhibit A	$25,958.00
Labor for Installation of Drive Units and Skimming Mechanism / Scum Box	$58,798.00

Upon completion of the Project, Contractor shall submit an invoice to the City.

Unless additional services are added to the Project, pursuant to the process set forth in this Article, in no event shall the invoiced amount exceed the not to exceed amount.

The invoice shall be sent to:

Bernie Rammer
City of Sheboygan
828 Center Ave.
Sheboygan, Wisconsin 53081

Payment will be remitted to Contractor within sixty (60) days of receipt of invoice.

Additional services not set forth in Article 1, or changes in the Project must be authorized in writing by the City or its designated project manager prior to such work being performed, or expenses incurred. The City shall not make payment for any unauthorized work or expenses.

The City may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following:

- Defective work.

- Evidence indicating the probable filing of claims by other parties against Contractor which may adversely affect the City.
- Failure of Contractor to make payments due to subcontractors, material suppliers, or employees.
- Damage to the City or a third party.

The submission of any request for payment shall be deemed a waiver and release by Contractor of all liens and claims with respect to the work and period to which such payment request pertains except as specifically reserved and noted on such request.

Article 6. Appropriation of Funds

Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the City are at any time not forthcoming or are insufficient, through failure of any entity, including the City itself, to appropriate funds or otherwise, then the City shall have the right to terminate this Agreement without penalty.

Article 7. Schedule

The Project shall proceed according to the schedule agreed to by the City's Project Manager and the Contractor.

Unless the City's Project Manager and the Contractor agree in writing to the contrary, the Project, and all invoices related to the Project, shall be complete by December 1, 2021. Completion of the Project shall mean all necessary steps have been performed and are satisfactory to the City. Therefore, any "punch list" items shall also be complete by December 1, 2021.

The Parties agree that no charges or claims for damages shall be made by Contractor for any delays or hindrances, from any cause whatsoever, during the progress of any portion of the services specified in the Agreement. Such delays or hindrances, if any, may be compensated for by an extension of time for a reasonable period as may be mutually agreed upon between the Parties, it being understood however, that permitting Contractor to proceed to complete any service, or any part of the services / project, after the date to which the time of completion may have been extended shall, in no way operate as a waiver on the part of the City of any of its rights herein.

Article 8. Quality of Materials

The City expressly recognizes that the rebuilt drive unit consists of new and used components. Used components have been refurbished to like new condition.

Article 9. Safety Requirements

Contractor shall be responsible for the safety of employees at all times and shall provide all equipment necessary to insure their safety. Contractor shall ensure the enforcement of all applicable safety rules, regulations, ordinances and laws, whether federal, state, or local.

Contractor's Superintendant of Safety shall make daily inspections upon the arrival and leaving of the site at the close of each workday.

Article 10. Open Records

Both parties understand that the City is bound by the Wisconsin Public Records Law and, as such, this contract is subject to that law. Contractor acknowledges that it is obligated to assist the City in retaining and producing records that are subject to Wisconsin Public Records Law, and that the failure to do so shall constitute a material breach of the contract, and that Contractor must defend and hold the City harmless from liability under that law. Except as otherwise authorized, those records shall be maintained for a period of seven (7) years after receipt of final payment under the Agreement.

Article 11. Termination

The City may terminate or suspend performance of this Agreement at the City's prerogative at any time upon written notice to Contractor. Contractor shall terminate or suspend performance of the Project on a schedule acceptable to the City and the City shall pay Contractor for all the Project performed up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to Contractor's compensation and the schedule of the Project.

If Contractor defaults or fails to fulfill in a timely and proper manner its obligations pursuant to this Agreement, the City may, seven (7) days after written notice has been delivered to Contractor, and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due to Contractor. In the alternative the City may, at its option, terminate this Agreement and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by Contractor, and may finish the project by whatever method it may deem expedient. In case the expenses incurred by the City (including payments previously made to Contractor) shall be less than the sum which would have been payable under the Agreement if it had been completed by Contractor, Contractor shall be entitled to receive the difference. However, in case such expense shall exceed the sum which would have been payable under the Agreement, Contractor will be liable and shall pay to the City the amount of said excess. By taking over prosecution of the work, the City does not forfeit the right to recover damages from Contractor or its surety for failure to complete the work in the time specified.

Article 12. Default

If Contractor breaches this Agreement or fails to perform the work in an acceptable manner, it shall be considered in default. Any one or more of the following will be considered a default:

- Failure to begin the work under this Agreement within the time specified.
- Failure to perform the work with sufficient supervision, workers, equipment and materials to insure prompt completion of said work within the time limits allowed.
- Unsuitable performance of the work as determined by City.

- Neglecting or refusing to remove defective materials or failure to perform anew such work as shall have been rejected.
- Discontinuing the prosecution of the work or any part of it.
- Inability to finance the work adequately.
- If, for any other reason, Contractor breaches this Agreement or fails to carry on the work in an acceptable manner.

The City shall send Contractor a written notice of default. If Contractor, within a period of seven (7) days after such notice, fails to remedy the default, then the City shall have full power and authority, without violation of the Agreement, to take the prosecution of the work out of the hands of Contractor, as set forth in this Agreement.

Article 13. Identity of Contractor

Contractor acknowledges that one of the primary reasons for its selection by the City to perform the Project is the qualifications and experience of Contractor. Contractor thus agrees that the Project to be performed pursuant to this Agreement shall be performed by Contractor. Contractor shall not subcontract any part of the Project without the prior written permission of the City. The City's project manager shall have the ability to provide this written permission. The City reserves the right to reject any of the Contractor's personnel or proposed outside professional sub-consultants, and the City reserves the right to request that acceptable replacement personnel be assigned to the project.

Article 14. Independent Contractor Status

During the entire term of this Agreement, Contractor shall be an independent contractor, and in no event shall any of its personnel, agents or sub-contractors be construed to be, or represent themselves to be, employees of the City. Contractor shall be solely responsible for the payment and reporting of all employee and employer taxes, including social security, unemployment, and any other federal, state, or local taxes required to be withheld from employees or payable on behalf of its employees.

Article 15. Indemnification

To the extent permitted by law, Contractor shall indemnify, defend, and hold the City—including its Officials, Agents, and Employees—free and harmless from all liability, including, but not limited to, losses, damages, costs, attorney's fees, expenses, causes of action, claims, or judgments resulting from claimed injury, death, damage to property, or loss of use of property or any person or legal entity arising out of or in any way connected with the performance of work or work to be performed under this Agreement.

Contractor shall reimburse the City for any costs, expenses, judgments, and attorney's fees paid or incurred, by or on behalf of the City, its Officials, Agents, or Employees, or paid for on behalf of the City, its Officials, Agents, or Employees by insurance purchased or self-insurance provided by the City arising out of or in any way connected with the performance of work or work to be performed under this Agreement.

Contractor shall further indemnify, defend, and hold the City, its Officials, Agents, and Employees harmless from liability or claims for any injuries to or death of Contractor's employees (or the employees of any authorized subcontractor) arising out of or in any way connected with the work or work to be performed under this Agreement, including protection against any claim of the contractor or subcontractor for any payments under any worker's compensation law or any expenses of or any payments made by any worker's compensation insurance carrier on behalf of said contractor or sub-contractor and the contractor shall indemnify the City for any costs, expenses, judgments, and attorney's fees with respect to any above referenced workers' compensation claims incurred or paid by the City or paid on its behalf or on behalf of its Officials, Agents, or Employees by insurance purchased or self-insurance provided by the City of Sheboygan.

Article 16. Insurance

Contractor shall not commence work under this Agreement until it has obtained all insurance required under this Article. Additionally, Contractor shall not allow any approved subcontractor to commence work on its subcontract until the subcontractor has obtained all insurance required under this Article.

During the performance of the Project pursuant to this Agreement, Contractor shall maintain the following insurance in full force and effect, and shall provide proof of insurance to the Purchasing Agent listing the City of Sheboygan as an additional insured:

a. Workers' Compensation Insurance — Contractor shall acquire and maintain, for the duration of the Agreement, Workers' Compensation Insurance that meets all statutory requirements. In the event this Agreement authorizes any work to be sublet, Contractor shall require any subcontractor to similarly provide Workers' Compensation Insurance in accordance with all statutory requirements.

b. Commercial General Liability Insurance — Contractor shall acquire and maintain, for the duration of the Agreement, Commercial General Liability Insurance with a policy limit of at least $1,000,000 per occurrence and $2,000,000 in the aggregate.

All insurance must be primary and non-contributory to any insurance or self-insurance carried by the City.

Approval of the insurance by the City shall not relieve or decrease the extent to which Contractor may be held responsible for payment of damages resulting from Contractor's provision of the Project or its operations under this Agreement. If Contractor fails or refuses to procure or maintain the insurance required by these provisions, or fails or refuses to furnish the City the required proof that the insurance has been procured and is in force and paid for, the City shall have the right at its election to terminate the Agreement.

Article 17. Conflict of Interest
Contractor declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performance of the Project pursuant to this Agreement. Contractor agrees that no person having any such interest shall be employed in the performance of this Agreement.

Article 18. Waiver
No failure of either party to enforce a term of this Agreement against the other shall be construed as a waiver of that term, nor shall it in any way affect the party's right to enforce that term. No waiver by any party of any term of this Agreement shall be considered to be a waiver of any other term or breach thereof.

Article 19. Severability
The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did not contain the particular provision to be held void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

Article 20. Assignment
Neither the City nor Contractor shall assign any rights or duties under this Agreement without the prior written consent of the other party.

Article 21. Third Party Rights
Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and Contractor.

Article 22. Governing Law and Venue
This Agreement shall be governed by the laws of the State of Wisconsin. Venue of any disputes arising under this Agreement shall be in the Sheboygan County Circuit Court, Wisconsin.

Article 23. Non-Discrimination
In connection with the performance of work under this Agreement, Contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability (as defined in Wis. Stat. 51.01(5)), sexual orientation (as defined in Wis. Stat. 111.32(13m)), or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor further agrees to take affirmative action to ensure equal employment opportunities.

Article 24. Compliance with Laws
In performing the Project pursuant to this Agreement, Contractor shall comply with any and all applicable federal, state and local statutes, ordinances, plans, and regulations which in any manner affect the work or its conduct.

The City reserves the right to cancel this Agreement if Contractor fails to follow the requirements of Wis. Stat. 77.66 and related statutes regarding certification for collection of sales and use tax. The City also reserves the right to cancel this Agreement with any state or federally debarred contractor.

Contractor shall have any and all licenses and permits required to perform the work specified, and shall furnish proof of such licensing authorization and permits upon request.

Article 25. Notices
Any notice required by this Agreement shall be made in writing to the individuals/addresses specified below:

City: Contractor:

City Clerk		Terry A. Reyburn
City of Sheboygan		Rebuild-it Services Group, LLC
828 Center Ave.		6810 South 300 West, Suite 8
Sheboygan, Wisconsin 53083		Midvale, Utah 84047

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the City and Contractor.

Article 26. Intent to be Bound
The City and Contractor each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners to the other party to this Agreement, and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.

Article 27. Force Majeure
Neither party shall be in default by reason of any failure in performance of this Agreement in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather. In every case, the failure to perform must be beyond the reasonable control and without the fault or negligence of the party.

Article 28. Integration and Modification
This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the City and the Contractor. It supersedes all prior and

contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified only by a written amendment signed by both parties hereto.

Article 29. Non-Collusion

Contractor is certifying, under penalty of perjury, that to the best of its knowledge and belief:

a. The prices in its proposal, as incorporated into this Agreement, were arrived at independently, without collusion, consultation, communication, or agreement, for the purpose of restricting competition as to any other matter relating to such prices with any other bidder, or with any other competitor.

b. The prices quoted in its proposal were not knowingly disclosed—directly or indirectly—by Contractor to any other competitor prior to submission of the proposal.

c. No attempt was made to induce any other person, partnership, or corporation to submit or not submit a proposal for the purpose of restricting competition.

Article 30. Other Provisions

a. Material Safety Data Sheet. If any item(s) on an order(s) resulting from this Agreement is a hazardous chemical, as defined under 29 C.F.R. 1910.1200, Contractor shall provide one (1) copy of a Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy with the invoice(s).

b. Advertising and News Releases. Reference to or use of the City, or any of its departments, officials, or employees, for commercial promotion is prohibited. News releases pertaining to this procurement shall not be made without prior approval of the City. Release of broadcast e-mails pertaining to this procurement shall not be made without prior written authorization of the City.

c. Foreign Corporation. A foreign corporation (any corporation other than a Wisconsin corporation) which becomes a party to this Agreement is required to conform to all the requirements of Wis. Stat. 180 relating to a foreign corporation, and must possess a certificate of authority from the Wisconsin Department of Financial Institutions, unless the corporation is transacting business in interstate commerce or is otherwise exempt from the requirement of obtaining a certificate of authority.

d. Neither Party the Drafter. Despite the possibility that one party or its representatives may have prepared the initial draft of this Agreement (or any provision thereof), or played a greater role in the preparation of subsequent drafts, the parties agree that neither of them shall be deemed the drafter of this Agreement.

e. Authority. Each person executing this Agreement on behalf of a party hereto represents and warrants to the other party: That the execution and delivery of this Agreement has been duly authorized, that the person or persons executing this Agreement have the full power, authority, and right to do so, and that such execution is sufficient and legally binding on such party to enable this Agreement to be enforceable in accordance with its terms.

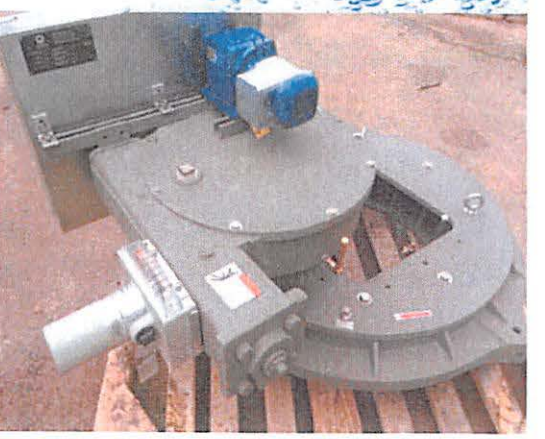
f. Solvency. Contractor warrants that it is financially solvent, and agrees to provide any documents reasonably requested by the City in order to confirm that Contractor is financially solvent.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first written above.

CITY OF SHEBOYGAN, WISCONSIN	**CONTRACTOR**
BY: _____	**BY:** _____
Michael J. Vandersteen, Mayor	
ATTEST: _____	**ATTEST:** _____
Meredith DeBruin, City Clerk	
DATE: _____	**DATE:** _____

Rebuild-it Services Group
6810 South 300 West, Suite 8
Midvale, UT 84047
www.rebuild-it.com

Rebuild-it
Services Group



DATE: January 12, 2021

PROPOSAL NUMBER: Q122065-F

PREPARED FOR:
Sheboygan, WI WWTP
3333 Lakeshore Drive
Sheboygan, WI 53081
Attention: Steve Jossart
E-Mail: steve.jossart@sheboygan.com

SCOPE OF WORK:
Rebuild services for C40 and C54 Drive units with installation. Serial No. 22486-01&02.

PREPARED BY:
Rebuild-it Services Group, LLC.
6810 South 300 West, Suite 8
Midvale, Utah 84047
Terry A. Reyburn
Main: (888) 709-5676
Direct: (385) 235-6924
Mobile: (801) 828-5369
E-Mail: treyburn@rebuild-it.com
Website: rebuild-it.com

REPRESENTED BY:
Energenecs
Larry Henderson
700 East Milan Drive
Saukville, WI 53080
PH: 414-940-9282
E-Mail: larry.henderson@energenecs.com

EXHIBIT
A

P R O P O S A L

PROJECT SUMMARY:

Rebuild-it Services Group, LLC. (RSG) is pleased to offer the following proposal for the rebuilding of an existing EIMCO Primary clarifier C54 drive unit and the supply of C40 Rebuilt drive unit for a 105' dia. Secondary clarifier located at the Sheboygan, WI WWTP, Serial No. 22486-01 & 02. We have also included our professional turn-key labor services to install both drives at the same time.

REBUILD SCOPE OF WORK BASED ON INSPECTION REPORT:

We include the following:

Rebuilding of the 54" EIMCO and 40" drive unit.

- Disassemble and inspect the drive unit
- Steam clean and evaluate all parts
- Provide an inspection report indicating the condition of the parts and provide a final recommendation for the drive rebuild.
- Blast and clean and all major reused parts for the drive unit; which includes the main gear, base or housing(s), pinion, worm gear, end cap and covers.
- Replace all wear items; such as bearings, seals, gaskets, keys, retaining rings, gauges, site glasses, piping and fasteners.
- Replace motor drive assembly consisting of a ¾ hp gearmotor, chain, Stainless steel chain guard and sprockets.
- Repair worm and shaft and pinion seal areas for new oil seals.
- Replace the torque control
- Machine and polish all re-useable parts as needed.
- Re-assemble, paint, inspect and test the drive unit.
- Painting: Inside and out. (2) coats Tnemec epoxy N69F paint @ 3-5 mils each coat. SSPC-6 blast and metal prep is applied.
- Freight to and from the job site.
- Warranty on parts and workmanship.
- Note: both drive units will come complete to match the existing torque and speed of the original drives.

Items that are not included:

- Loading and offloading of the drive
- Major components that are typically re-used as part of the rebuild scope. Pinions, gears, housings, shafts and covers will be re-used as part of a standard rebuild. If these items are damaged and cannot be re-used, then the price of these individual components will be added to the order.
- Lubricants (oil to be provided by the customer)

Note: This pricing is based on a typical (standard) rebuild and does not include the replacement of major components, i.e. gears, precision bearing, pinion, housings and covers. If any other these items are deemed to be replaced, there will be an additional charge for these item(s).

Lead-time is estimated at 3-4 weeks.

EIMCO C40 Drive Rebuild by Rebuild-it

SURFACE PREPARATION AND PAINT:

Drive unit: Surface preparation of SSPC-SP6 following by two (2) coats of Tnemec 161 to a 4-6 mils DFT with a final coat of a UV protected industrial grade polyurethane coating to a 6 mils minimum DFT. Color: Pencil Gray.

Submerged and Non-submerged steel: Surface preparation of SSPC-SP10 followed by Two (2) coats of Tnemec N69 hi-build epoxy to 4-6 mils DFT.

SKIMMING PARTS FOR PRIMARY CLARIFIER- 22486-01:

- RSG Premium 4' Skimming Device P/N L42700-3 All stainless steel and aluminum materials.
- New 4' scum box with support- mild steel with (2) coats of paint.
- New piping to connect to scum pipe. Reducer to connect to existing pipe that has been cut off. Customer to attach when complete.
- Related fasteners
- Freight

LABOR SERVICES INSTALLING BOTH DRIVES AT THE SAME TIME:

Note: We would install (2) drives at the same time during the same mobilization.

The scope of work for this project is as follows:

- Hole watch during the install process
- Site mobilization and travel time to the job site.
- Removal of bridge and drive unit on both tanks one right after the other.
- Re-Installation of drive units.
- Install scum box and skimming device.
- Crane, mats, rigging equipment as needed.
- Rake and drive leveling.
- Touch up paint only
- Provide assistance during start-up & testing
- Provide all required confined space entry equipment, hoisting & rigging
- A foreman/safety QC manager will be on site throughout the project.
- Work to be performed in one (1) mobilization.
- Demobilization of personnel and equipment.
- Hole watch included

This proposal excludes the following items:

- Electrical disconnect and reconnect
- Permits, fees, and/or stamped engineering documents
- Provision of Full-Time Safety & QA/QC manager. A foreman will be onsite throughout duration of construction activities and provide field coordination.
- Overtime premiums or weekend work
- Temp facilities including porta-johns, hand wash, temp power, water, and disposal bins to be provided by others.
- Installation of electrical and/or instrumentation to be by others.
- Concrete demolition and/or repair.
- Covered tank or dome; removal of dome or access panels by others.
- Grouting of the tank or concrete work.
- Assumes reasonable access to basins.
- No coating on site- touch up paint only
- Prevailing wage
- Hazardous material abatement, handling and/or disposal.
- Any work not specifically included.
- Draining and cleaning of the tank
- Disposing of old debris/parts.
- Lubrication for drive unit.

X

Gen. Ord. No. _____ - 20 - 21. By Alderperson Donohue. February 15, 2021.

AN ORDINANCE amending the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance to change the Use District Classification of property located on the Northwest corner of South 10th Street and Illinois Avenue (Formerly 935 Illinois Avenue - Parcel #59281505800) from Class Urban Industrial (UI) to Class Central Commercial (CC) Classification.

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

Section 1. Appendix A, Chapter 15 of the Sheboygan Zoning Ordinance establishing zoning districts and prescribing zoning standards and regulations is hereby amended by changing the Official Zoning Map thereof and Use District Classification of the following described lands from Class Urban Industrial (UI) to Class Central Commercial (CC) Classification:

Property located on the Northwest corner of South 10th Street and Illinois Avenue (Formerly 935 Illinois Avenue - Parcel #59281505800):

Section 26, Township 15 North, Range 23 East.
Original Plat N 1/2 of W 45' of Lot 4 Blk 243.

Section 2. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its passage and publication.

CityPlan

_____

I HEREBY CERTIFY that the foregoing Ordinance was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

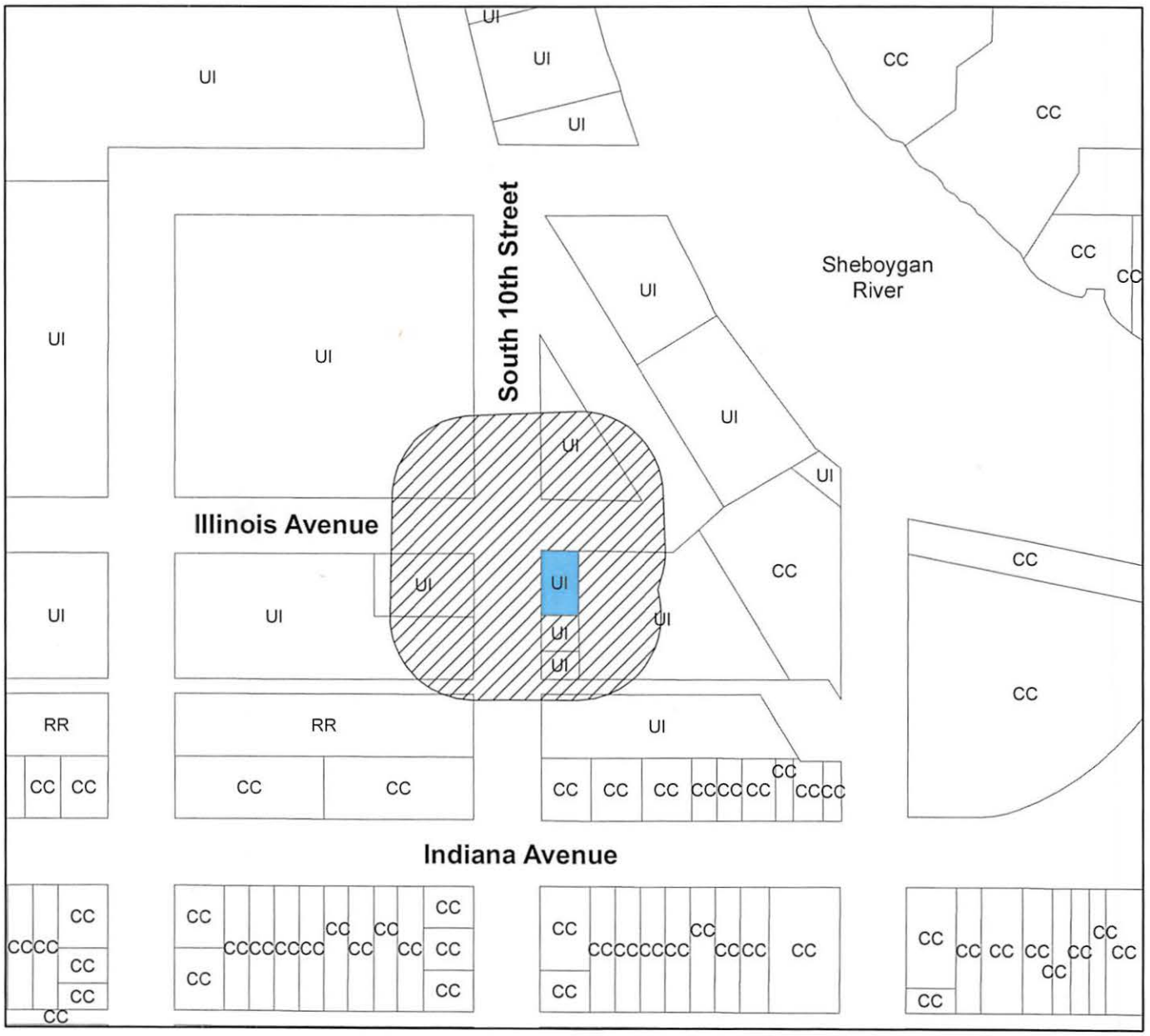
Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

PROPOSED REZONE
FROM URBAN INDUSTRIAL (UI)
TO CENTRAL COMMERCIAL (CC)

SECTION 26, TOWNSHIP 15 NORTH, RANGE 23 EAST

ORIGINAL PLAT N 1/2 OF W 45' OF LOT 4 BLK 243



City of Sheboygan
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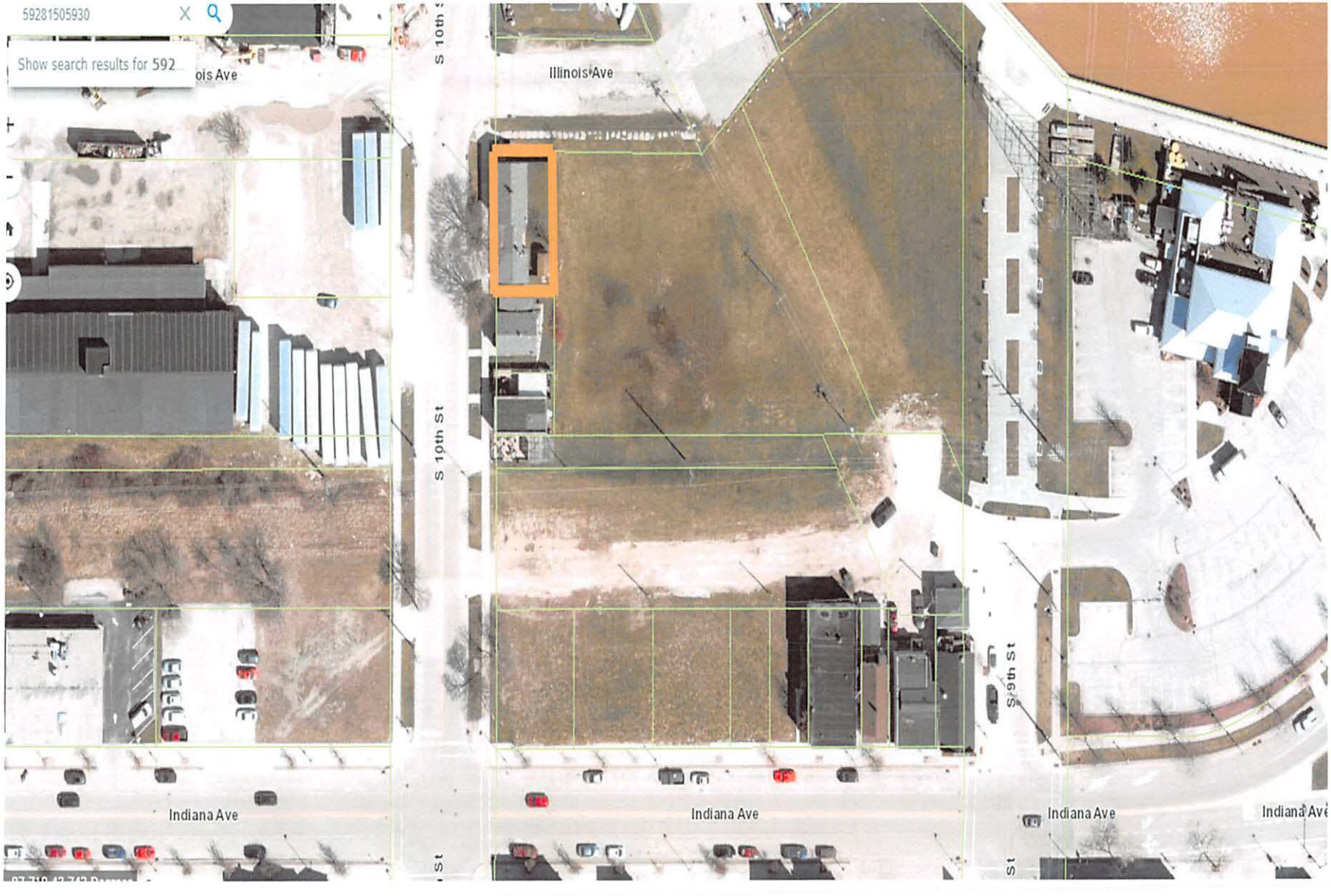
59281505930
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Illinois Ave
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Gen. Ord. No. _____ - 20 - 21. By Alderperson Donohue. February 15, 2021.

AN ORDINANCE amending the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance to change the Use District Classification of property located off of South 10th Street (Formerly 1011 South 10th Street - Parcel #59281505810) from Class Urban Industrial (UI) to Class Central Commercial (CC) Classification.

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

Section 1. Appendix A, Chapter 15 of the Sheboygan Zoning Ordinance establishing zoning districts and prescribing zoning standards and regulations is hereby amended by changing the Official Zoning Map thereof and Use District Classification of the following described lands from Class Urban Industrial (UI) to Class Central Commercial (CC) Classification:

Property located off of South 10th Street (Formerly 1011 South 10th Street - Parcel #59281505810):

Section 26, Township 15 North, Range 23 East.
Original Plat N 42' of S 1/2 of W 45' of Lot 4 Block 243.

Section 2. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its passage and publication.

City Plan

_____

I HEREBY CERTIFY that the foregoing Ordinance was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

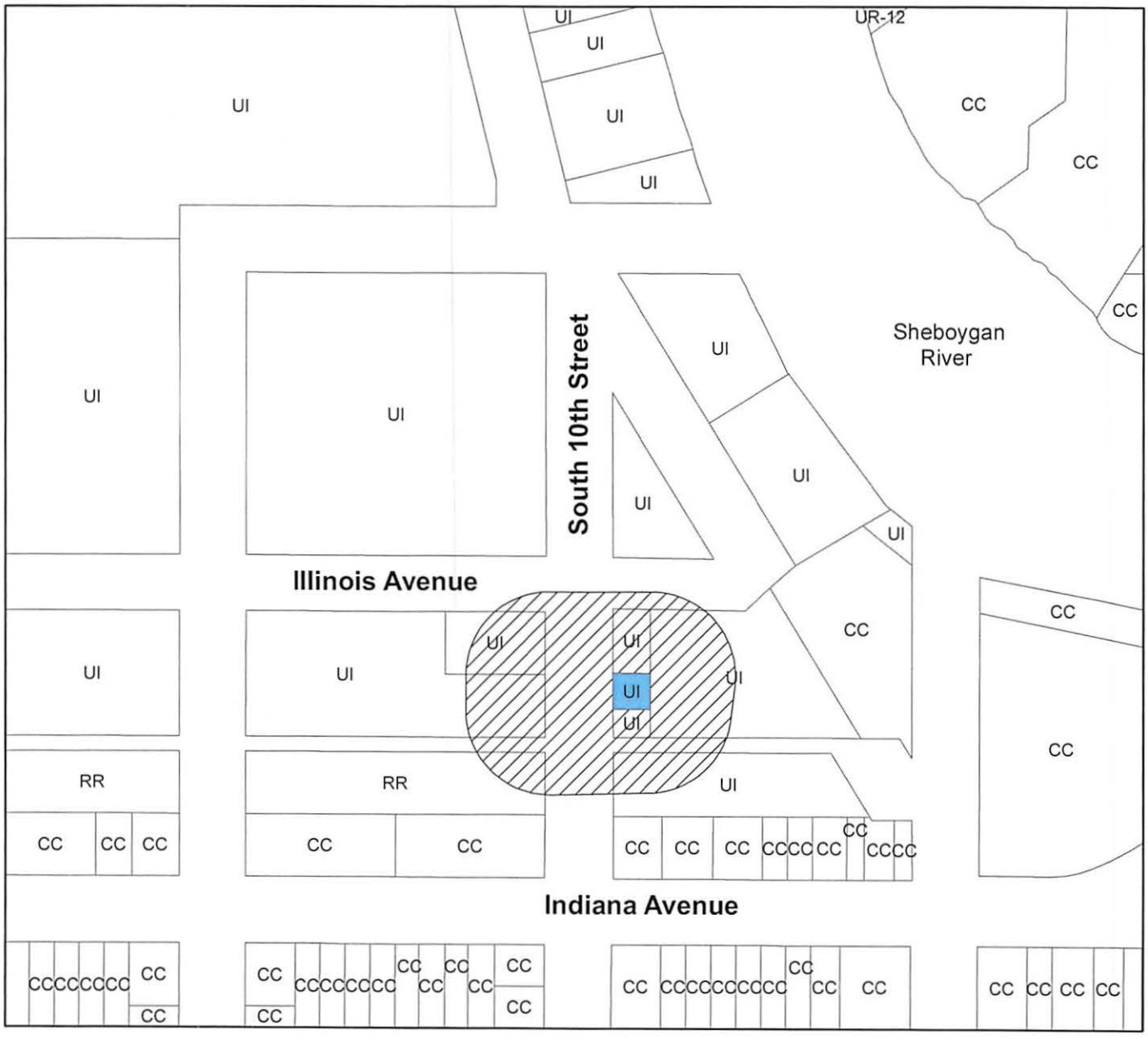
Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

PROPOSED REZONE
FROM URBAN INDUSTRIAL (UI)
TO CENTRAL COMMERCIAL (CC)

SECTION 26, TOWNSHIP 15 NORTH, RANGE 23 EAST

ORIGINAL PLAT N 42' OF S 1/2 OF W 45' OF LOT 4 BLOCK 243



City of Sheboygan
spirit on the lake.

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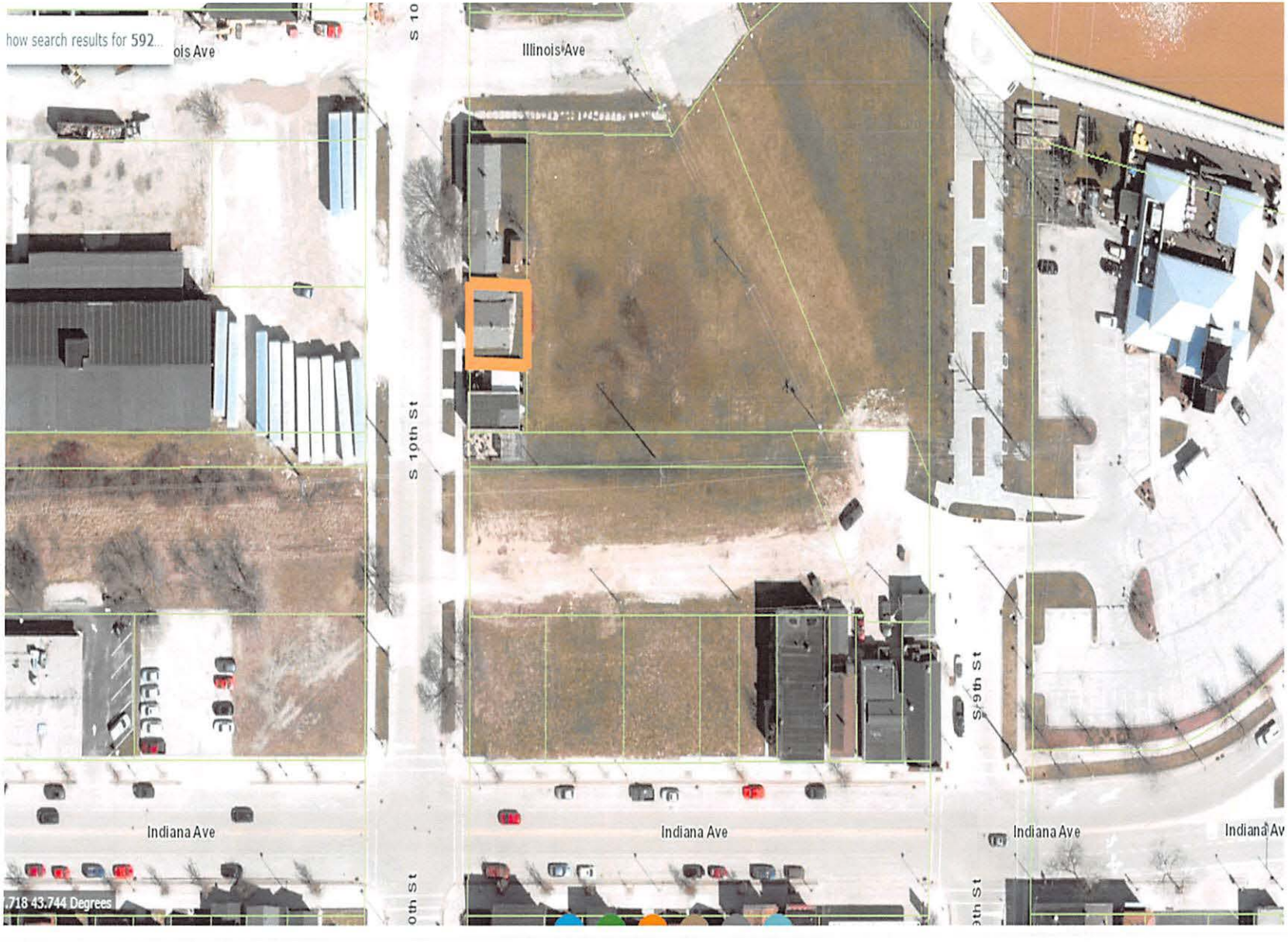
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Gen. Ord. No. _____ - 20 - 21. By Alderperson Donohue. February 15, 2021.

AN ORDINANCE amending the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance to change the Use District Classification of property located off of South 10th Street (Formerly 1015 South 10th Street - Parcel #59281505820) from Class Urban Industrial (UI) to Class Central Commercial (CC) Classification.

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

Section 1. Appendix A, Chapter 15 of the Sheboygan Zoning Ordinance establishing zoning districts and prescribing zoning standards and regulations is hereby amended by changing the Official Zoning Map thereof and Use District Classification of the following described lands from Class Urban Industrial (UI) to Class Central Commercial (CC) Classification:

Property located off of South 10th Street (Formerly 1015 South 10th Street - Parcel #59281505820):

Section 26, Township 15 North, Range 23 East.
Original Plat S 33' of S 1/2 of W 45' of Lot 4 Block 243.

Section 2. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its passage and publication.

City Plan

_____

I HEREBY CERTIFY that the foregoing Ordinance was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

PROPOSED REZONE
FROM URBAN INDUSTRIAL (UI)
TO CENTRAL COMMERCIAL (CC)

SECTION 26, TOWNSHIP 15 NORTH, RANGE 23 EAST

ORIGINAL PLAT S 33' OF S 1/2 OF W 45' OF LOT 4 BLOCK 243

City of Sheboygan
spirit on the lake.

Illinois Ave
S 10th St
S 9th St
Indiana Ave
Indiana Ave
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arch results for 592...

Gen. Ord. No. _____ - 20 - 21. By Alderperson Donohue. February 15, 2021.

AN ORDINANCE amending the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance to change the Use District Classification of property located off of South 10th Street (Parcel #59281505930) from Class Urban Industrial (UI) to Class Central Commercial (CC) Classification.

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

Section 1. Appendix A, Chapter 15 of the Sheboygan Zoning Ordinance establishing zoning districts and prescribing zoning standards and regulations is hereby amended by changing the Official Zoning Map thereof and Use District Classification of the following described lands from Class Urban Industrial (UI) to Class Central Commercial (CC) Classification:

Property located off of South 10th Street (Parcel #59281505930):

Section 26, Township 15 North, Range 23 East.
Original Plat N 1/2 of Lots 7, 8, 9, 10, 11 & 12 Blk 243.

Section 2. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its passage and publication.

CityPlan

_____

I HEREBY CERTIFY that the foregoing Ordinance was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

PROPOSED REZONE
FROM URBAN INDUSTRIAL (UI)
TO CENTRAL COMMERCIAL (CC)

SECTION 26, TOWNSHIP 15 NORTH, RANGE 23 EAST

ORIGINAL PLAT N1/2 OF LOTS 7,8,9,10,11 & 12 BLK 243

City of Sheboygan
spirit on the lake

0 100 200 400 600 800 Feet

N W E S

S 8th St
S 9th St
S 10th St
Illinois Ave
Indiana Ave
Indiana Ave
Indiana Ave
S 9th St
S 10th St
Show search results for 592

Gen. Ord. No. _____ - 20 - 21. By Alderpersons Dekker and Sorenson.
February 15, 2021.

AN ORDINANCE creating a 15 Minute Parking zone on the north side of Niagara Avenue between N. 14th Street and N. Commerce Street.

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

Section 1. Pursuant to Section 118-126 of the Municipal Code entitled "Prohibitions and Restrictions Authorized," the north side of Niagara Avenue from 82 feet east of the east curb line of N. 14th Street to 143 feet east of the east curb line of N. 14th Street is hereby added to the list of locations where a 15 Minute Parking zone is permitted.

Section 2. The Department of Public Works and the Police Department are hereby authorized and directed to install the signs to give notification of the aforementioned parking restriction.

Section 3. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its passage and publication.

AW

_____

_____

I HEREBY CERTIFY that the foregoing Ordinance was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

Gen. Ord. No. _____ - 20 - 21. By Alderpersons Dekker and Sorenson.
February 15, 2021.

AN ORDINANCE placing stop signs at the northwest corner and southeast corner of N. 9th Street and Niagara Avenue.

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

Section 1. Pursuant to Section 118-51 of the Municipal Code entitled "Erection of Official Signs," stop signs shall be added requiring northbound and southbound traffic on N. 9th Street to stop at the intersection of N. 9th Street and Niagara Avenue.

Section 2. The Department of Public Works and the Police Department are hereby authorized and directed to add the signs to give notification of the aforementioned change.

Section 3. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its passage and publication.

PW

_____

_____

I HEREBY CERTIFY that the foregoing Ordinance was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

II

Other Matters

R. O. No. 146 - 20 - 21. By CITY CLERK. February 15, 2021.

Submitting various license applications for the period ending June 30, 2021 and June 30, 2022.

City Clerk

BEVERAGE OPERATOR'S LICENSE (NEW)(June 30, 2022)

No.	Name	Address
3484	Adams, Aaliyah	182 York Street, Sheboygan Falls
2616	Birenbaum, Jenipher A.	2611 S. 8th Street
3486	Dettloff, Madeline J.	1917 N. 24th Street
3492	Foster, Sharquze	1409 S. 17th Street
0795	Headley, Jennifer L.	1114 S. 11th Street
3483	Kittler, Vernon L.	2113 N. 15th Street
3501	Nicholas, Lesley M.	2504 Elm Avenue
3481	Pieper, Adam P.	3605 Sheridan Avenue Apt. H1
3488	Ries, Jason J.	1629A N. 7th Street
3476	Sanford, Brianna L.	106 Wisconsin St. Sheb. Falls
3494	Schmitt, Tosten O.	1643 Andrae Circle
3485	Wagner, Danielle A.	128 Mill Street, Sheboygan Falls
3496	Weaver, Mary M.	730 S. 8th Street Unit 215
3475	Wesenberg, Alexander J.	1422 Columbus Avenue
3500	Wolf, Paris M.	1417 Eisner Avenue Apt. 2D

CHANGE OF AGENT

Amber M. Schanno will be replacing Joseph Hafemann as agent at Kwik Trip #897 located at 2033 North Avenue effective immediately.

RHPS

III

Other Matters

Res. No. 174 - 20 - 21. By Alderpersons Dekker and Sorenson.
February 15, 2021.

A RESOLUTION authorizing the appropriate City officials to enter into a Design Engineering Services Agreement with AECOM Technical Services, Inc. to finalize the engineering and provide construction services for the Influent Building HVAC Project at the Waste Water Treatment Plant.

WHEREAS, in 2018, AECOM Technical Services, Inc. ("AECOM") completed an assessment and new design for the Influent Building HVAC Project (the "Project"); and

WHEREAS, the Project is included in the City's previously approved 2021 budget; and

WHEREAS, in order to construct the Project, it is necessary for the design to be finalized; and

WHEREAS, it is in the best interest of the City to enter into an agreement with AECOM to finalize the design of the Project and for AECOM to provide needed services related to the design of the Project during the Project's construction.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are hereby authorized to enter into the attached Design Engineering Services Agreement with AECOM.

BE IT FURTHER RESOLVED: That the appropriate City officials are authorized to draw funds, not to exceed $18,900, from Account No. 60138300-521150 for the Design Engineering Services Agreement with AECOM.

PW

_____

_____

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

DESIGN ENGINEERING SERVICES AGREEMENT

This Design Engineering Services Agreement ("Agreement") effective this _____, 2021, is by and between the City of Sheboygan, a Wisconsin municipality ("Client"), and AECOM Technical Services, Inc., a California corporation, ("AECOM"); each also referred to individually as ("Party") and collectively as ("Parties").

In consideration of the mutual covenants and promises contained herein, the Parties agree as follows:

1. SCOPE OF SERVICES

1.1 AECOM shall perform the services set forth in **EXHIBIT A** ("Services"), incorporated herein by reference.

1.2 AECOM will provide the work products specifically commissioned by Client for delivery by AECOM to Client and listed in **EXHIBIT A** ("Deliverables") in accordance with the schedule ("Project Schedule").

2. TERM OF AGREEMENT Upon execution by the Parties, this Agreement shall have the effective date set forth above. This Agreement shall remain in force until all obligations related to the Services, other than those obligations which survive termination of this Agreement under Article 27, have been fulfilled, unless this Agreement is sooner terminated as set forth herein.

3. COMPENSATION AND PAYMENT AECOM shall be paid for the performance of the Services in accordance with **EXHIBIT B** ("Compensation and Payment"), incorporated herein by reference.

4. NOTICE All notices, requests, claims, and demands shall be in writing (collectively "Notices"). Such Notices shall be given (i) by delivery in person, (ii) by a nationally recognized commercial courier service; or (iii) by United States Postal Service, registered mail, postage prepaid and return receipt requested. Notices shall be effective upon actual delivery to the other Party at the following addresses:

TO CLIENT:
City Clerk
City of Sheboygan
828 Center Ave.
Sheboygan, WI 53081
Attn: Meredith DeBruin, City Clerk

TO AECOM:
2985 South Ridge Road, Suite B
Green Bay, WI 54304
Attn: Bryan Lewis, Project Manager

Claims-related notices shall be copied to:
AMER-DCSProjectClaimNotices@aecom.com

or to which address the receiving Party may from time to time give notice to the other Party. Rejection or other refusal to accept, or the inability to deliver because of changed address for which no notice was given, shall be deemed to be receipt of the notice as of the date of such rejection, refusal to accept, or inability to deliver. Claims-related notices need to include the AECOM project name and number found in this Agreement as well as contact information of the person submitting the notice. Nothing in this Article shall be construed to restrict the transmission of routine communications between representatives of AECOM and the Client necessary to efficiently carry out the Services.

5. AECOM'S RESPONSIBILITIES

5.1 AECOM shall perform the Services in accordance with the degree of professional skill, quality and care ordinarily exercised by members of the same profession currently practicing in the same locality under comparable circumstances and as expeditiously as is consistent with professional skill and the orderly progress of the Project. The full extent of AECOM's responsibility with respect to the Services shall be to perform in accordance with the above standards and to remedy any material deficiencies or defects in the Deliverables at AECOM's own expense, provided that AECOM is notified by Client, in writing, of any such deficiency or defect within a reasonable period after discovery thereof. AECOM MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, INFORMATIONAL CONTENT OR OTHERWISE.

5.2 AECOM will endeavor in good faith, as needed, to obtain from the appropriate authorities their interpretation of applicable codes and standards and will apply its professional judgment in interpreting the codes and standards as they apply to the Project at the time of performance of the Services. Notwithstanding the above, the Parties agree that, as the Project progresses, such codes or standards may change or the applicability of such codes or standards may vary from AECOM's original interpretation through no fault of AECOM and that additional costs necessary to conform to such changes or interpretations during or after execution of the Services will be subject to an equitable adjustment in the Compensation and Project Schedule.

5.3 AECOM shall be responsible for its performance and that of AECOM's lower-tier subcontractors and vendors. However, AECOM shall not be responsible for health or safety programs or precautions related to Client's activities or operations or those of Client's other contractors and consultants or their respective subcontractors and vendors ("Contractors"). AECOM shall have no responsibility for (i) construction means, methods, techniques, sequences or procedures; (ii) the direction of Contractors' personnel; (iii) selection of construction equipment; (iv) coordination of Contractors' work; (v) placing into operation any plant or equipment; or (vi) Contractors' failure to perform the work in accordance with any applicable construction contract. AECOM shall not be responsible for inspecting, observing, reporting or correcting health or safety conditions or deficiencies of Client, Contractors or others at the project site ("Project Site") other than AECOM's employees, subconsultants and vendors. So as not to discourage AECOM from voluntarily addressing health or safety issues while at the Project Site, in the event AECOM does identify such issues by making observations, reports, suggestions or otherwise, AECOM shall have no authority to direct the actions of others not under AECOM's responsibility and control and shall have no liability, responsibility, or affirmative duty arising on account of AECOM's actions or forbearance.

5.4 Except as expressly provided in this Agreement, AECOM shall have no responsibility for the discovery, presence, handling, removal, transportation, storage or disposal of, or exposure of persons to hazardous materials in any form related to the Project. AECOM shall not be responsible for Client's pre-existing site conditions or the aggravation of those preexisting site conditions to the extent not caused by the negligence or willful misconduct of AECOM.

5.5 In the event that the Services include construction observation or similar field services, AECOM's responsibility shall be limited to determining general conformance with AECOM's design. Visits by AECOM to the Project Site and observations made by AECOM shall not relieve the Contractors of their obligation to conduct comprehensive inspections of the construction work sufficient to ensure conformance with the intent of the construction contract documents, and shall not relieve the Contractors of their responsibility for means, methods, techniques, sequences and procedures necessary for coordinating and completing all portions of the construction work and for all safety precautions incidental thereto.

5.6 Any opinions of probable construction costs provided by AECOM represent AECOM's good faith professional judgment in light of its experience, knowledge and the information reasonably available to AECOM at the time of preparation of the opinion. However, since AECOM has no control over the market, economic conditions or the bidding procedures, AECOM, its directors, officers and employees and subconsultants do not make any guarantees or warranties whatsoever, whether express or implied, with respect to such opinions and accept no responsibility for any loss or damage arising therefrom or in any way related thereto. Any reliance upon such opinions, whether by Client or third parties, do so at the relying party's own sole risk.

6. CLIENT'S RESPONSIBILITIES

6.1 Client shall provide in writing any specific Client requirements or criteria for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations.

6.2 Client shall furnish all information and technical data in Client's possession or under its control reasonably required for AECOM's proper performance of the Services prior to AECOM's commencement of the Services or at such other times as Client and AECOM mutually agree. AECOM is entitled and will rely upon the accuracy, completeness, currency and non-infringement of information and data provided by Client or obtained from generally accepted sources within the industry, except to the extent such verification by AECOM may be expressly required as a defined part of the Services. AECOM will not be responsible for defects in its Services attributable to its reliance upon or use of such information and data.

6.3 Client shall arrange for access and make all provisions necessary for AECOM to enter upon public and/or private property as required for AECOM to properly perform the Services. Client shall disclose to AECOM any known or suspected hazards at the Project Site which may pose a threat to human health, property or the environment.

6.4 If any document or inquiry requires Client to approve, comment, or to provide any decision or direction with regard to the Services, such approval, comment, decision or direction shall be provided within a reasonable time within the context of the Project Schedule, or if not identified in the Project Schedule, within a reasonable time to facilitate the timely performance of the Services.

6.5 Client designates its Director of Public Works, or the Director of Public Works' designee, as its Authorized Representative for this Agreement. The Authorized Representative shall receive and examine documents submitted by AECOM and shall be empowered to interpret and define Client's policies and render decisions and authorizations in writing promptly to prevent unreasonable delay in the progress of AECOM's Services.

7. INDEPENDENT CONTRACTOR Nothing contained in this Agreement shall be construed to create a partnership, joint venture, or create a relationship of employer/employee or principal/agent between Client or Client's Contractors and AECOM.

8. CONFIDENTIALITY

8.1 AECOM shall treat as confidential information and data delivered to it by Client or developed in the performance of the Services that are specified in writing by Client to be confidential ("Confidential Information"). Confidential Information shall not be disclosed to third parties by AECOM without the consent of Client, except to the extent reasonably believed necessary by AECOM for its performance of the Services, for a period of 5 years following completion or termination of this Agreement.

8.2 Notwithstanding the above, these restrictions shall not apply to Confidential Information which (i) is already known to AECOM at the time of its disclosure; (ii) becomes publicly known through no wrongful act or omission of AECOM; (iii) is communicated to a third party with the express written consent of Client and not subject to restrictions on further use or disclosure; (iv) is independently developed by AECOM; or, (v) to the extent such Confidential Information is required by Law to be disclosed; provided that the information required for disclosure shall remain Confidential Information as to all other persons or entities pursuant to the terms of this Agreement, and provided further that AECOM shall promptly provide Client with written notice of such requirement.

8.3 Upon termination of this Agreement or upon Client's written request, AECOM shall return the Confidential Information to Client or destroy the Confidential Information in AECOM's possession or control. Notwithstanding the above, AECOM shall not be required to destroy Confidential Information held electronically in archive or back-up systems in accordance with general systems archiving or backup policies or required for preservation by law, regulation, audit, data retention or corporate archival purposes or per

regulatory, judicial or governmental order. All such retained Confidential Information shall be kept confidential by AECOM subject to and in accordance with the terms of this Agreement.

9. DATA RIGHTS

9.1 All right, title and interest in and to any Deliverables, and excluding any AECOM Intellectual Property, shall be assigned by AECOM to Client upon full payment for the Deliverables. Client acknowledges and agrees that AECOM is the author of, and retains all rights, title and interest in all other intellectual property, including work papers, templates, details, designs, drawings, plans, renderings, analyses, calculations, models, software, macros, applications, specifications, processes, procedures, interim or draft documents, methodologies, know-how, and any other instruments of service: (a) belonging to AECOM or its consultants prior to the effective date of this Agreement; (b) developed by AECOM or its consultants outside the scope of, or not exclusively pursuant to, this Agreement; (c) licensed by AECOM or its consultants from a third-party; and (d) included within the Deliverables but which are generic, generally applicable to or standard in AECOM's business (collectively, "AECOM Intellectual Property"). To the extent the Deliverables contain, or Client's receipt of the Services require the use of AECOM Intellectual Property, to the extent of AECOM's ownership and control thereof, AECOM hereby grants to Client, upon full payment for the Deliverables and Services, a limited, non-exclusive, non-assignable, royalty-free license to use and sublicense said AECOM Intellectual Property solely and to the extent necessary to achieve the purposes stated in **EXHIBIT A**.

9.2 Nothing in this Agreement shall be construed to prohibit AECOM or its consultants from using for other purposes, clients or projects the skills, knowledge and experience gained by AECOM or its consultants in the performance of the Services and provision of the Deliverables pursuant to this Agreement, provided that AECOM and its consultants do not use Client's Confidential Information.

9.3 AECOM, in developing solutions, testing hypotheses, or documenting designs, may employ advanced technologies for simulation, information modeling, generative design, and the development of project documentation ("Technical Tools"). While these Technical Tools may result in digital files and/or simulations or models ("Datasets"), when not specifically defined within this Agreement, these Datasets will not constitute a Deliverable or portion thereof. Rather, the Technical Tools and Datasets will be a byproduct of AECOM's internal processes and will be AECOM's sole proprietary information. Notwithstanding anything to the contrary in this Agreement, any ownership and data rights provisions will not apply to such Technical Tools and Datasets and AECOM will remain the sole owner of such Technical Tools and Datasets.

9.4 Client understands and accepts that the Services and Deliverables provided by AECOM pursuant to this Agreement are intended by AECOM for the sole use by Client for the specific purpose stated in **EXHIBIT A**. Client agrees, to the fullest extent permitted by law, to indemnify, defend and hold harmless AECOM and its consultants and their directors, officers, employees, agents, representatives, affiliated and parent companies ("AECOM Indemnities") against any and all claims, suits, causes of action, damages, losses, costs, expenses and liabilities (including the aggregate amount paid in reasonable settlement of any actions, suits, proceedings or claims), including reasonable attorneys' fees and costs of defense, to which AECOM or any of the AECOM Indemnities may become subject as a consequence of any use or modification of, reliance upon, or transmission to a third party of, said Services, Deliverables, or AECOM Intellectual Property, by Client outside the scope of this Agreement without the express, written permission of AECOM.

10. RECORD DRAWINGS Client shall direct the Contractors to provide AECOM with updated red-line documentation which accurately and completely reflects any changes between the original design and the final construction. Record drawings to be delivered by AECOM to Client as a part of the Services ("Record Drawings") reflect the design provided by AECOM as modified by such updated information. Consistent with AECOM's defined Services, AECOM shall not have an obligation to independently validate information related to the actual construction. AECOM makes no warranty or guarantee with regard to the accuracy or completeness of the information provided by the Contractors and third parties and shall bear no responsibility for any errors or omissions arising from or related to any defects or deficiencies in such information.

11. ELECTRONIC FILES

11.1 Electronic files to be delivered under this Agreement, if any, contain information to be used for the production of contract documents for the Project and are provided solely as an accommodation to Client. The official Contract Documents of Record ("Contract Documents") are those documents produced by AECOM which bear seals and/or signatures. Unless otherwise expressly set forth in the Services, no electronic files delivered under this Agreement are Contract Documents.

11.2 The electronic files, if any, were created to supplement the official Contract Documents. Due to the possibility that files of this nature can be modified, either unintentionally or otherwise; or that the information contained in these files can be used in a manner for which they were not originally intended; or that electronic data may be corrupted by electronic transmission, AECOM makes no representation that the files, after delivery, will remain an accurate representation of the source data in AECOM's possession, or are suitable for any other purpose or use.

11.3 All indications of AECOM's and AECOM's subconsultants' involvement, including but not limited to seals and signatures, shall be removed from each electronic display and shall not be included in any prints produced therefrom.

11.4 Client understands and agrees that the right to use the electronic files, if such are provided under this Agreement, is specifically limited to the Project and the purpose defined by AECOM and is conditioned upon proper payment for such use.

11.5 If a third-party license is required to access or use electronic files, Client acknowledges its responsibility at its own expense to obtain all applicable hardware and software needed to legally access the electronic files. AECOM shall have no liability for third parties' use of or reliance on such files.

12. CERTIFICATION

12.1 For purposes of this Agreement, "certification" means to state or declare a professional opinion based on the standard of performance set forth in Section 5.1 above.

12.2 AECOM shall not be required to execute certificates that would (i) result in AECOM having to certify, guarantee or warrant the existence of conditions whose existence AECOM cannot reasonably ascertain under the existing Services; (ii) require knowledge, services or responsibilities beyond the Services; or (iii) may, in AECOM's reasonable judgment, require AECOM to make a certification that would not normally be covered by AECOM's professional or other liability insurance. In addition, Client agrees not to make resolution of any dispute with AECOM or payment of any amount due to AECOM in any way contingent upon AECOM executing such certificates.

12.3 A professional's certification in no way relieves other parties from meeting their respective requirements imposed by contract or other means, including commonly accepted industry standards and practices. If required as a part of its Services, AECOM will provide a written report stating whether, in AECOM's professional opinion and based on periodic site visits, the construction work complies generally with the Contract Documents.

13. CHANGED SITE CONDITIONS The discovery of hazardous materials, hazardous wastes, pollutants, contaminants or concealed obstructions or utilities that could not reasonably have been anticipated from information provided to and reasonably apparent to AECOM constitutes a changed site condition. To the extent that such changed site condition increases the health and safety risks associated with the Services or requires AECOM to perform services different or in excess compared to those set forth in the Services, AECOM may, at its sole discretion, elect to suspend and/or terminate the related Services and shall be paid for the related Services up through the date of such termination. To the extent that the changed site conditions impact the cost, level of effort or schedule of the Services, equitable adjustments shall be made to the Services, schedule and fee under this Agreement.

14. MATERIALS AND SAMPLES Any items, substances, materials or samples removed from the Project Site for testing, analysis, or other evaluation will be returned to the Project Site unless otherwise agreed to by

the Parties in writing. Client recognizes and agrees that AECOM is acting as a bailee and at no time assumes title to said items, substances, materials or samples.

15. COMPLIANCE The Parties shall comply with applicable treaties, compacts, statutes, ordinances, codes, regulations, consent decrees, orders, judgments, rules, and other requirements of governmental or judicial entities that have jurisdiction over the Services ("Law").

16. FORCE MAJEURE Neither Party shall be responsible for a delay or disruption in, or inability to provide its respective performance under this Agreement, other than a delay in payment for Services already performed, if such delay is caused by events or contingencies, existing or future, beyond the reasonable control of the claiming Party, including "acts of God," abnormal weather conditions or other natural catastrophes, war (whether declared or not), terrorism, sabotage, computer viruses, civil unrest, strikes, lockouts or other industrial disturbances, pandemics, epidemics, health emergencies, virus (e.g., SARS Cov-2), disease (e.g. COVID-19), plague, changes in law or regulations, quarantine, travel restrictions, discovery of hazardous materials, differing or unforeseeable site conditions, acts of governmental agencies or authorities (whether or not such acts are made in response to other Force Majeure Events), or any other events or circumstances not within the reasonable control of the party affected, whether or not of a similar kind or nature to any of the foregoing (a "Force Majeure Event"). The Party seeking application of this provision shall notify the other Party in writing promptly upon learning of the impact of the Force Majeure Event upon the notifying Party's performance of its obligations under this Agreement. Upon the occurrence of a Force Majeure Event, AECOM shall be entitled to an equitable adjustment to the project schedule and compensation sufficient to compensate AECOM for any increase in the time or costs necessary to perform the Services under this Agreement.

17. INSURANCE

17.1 AECOM will maintain the following insurance coverages and amounts:

17.1.1 Workers Compensation insurance as required by Law;

17.1.2 Employer's Liability insurance with coverage of $1,000,000 each accident/employee.

17.1.3 Commercial General Liability insurance with coverage of $2,000,000 per occurrence/aggregate;

17.1.4 Automobile Liability insurance with coverage of $1,000,000 combined single limit; and

17.1.5 Professional Liability insurance with coverage of $2,000,000 per claim/aggregate.

18. INDEMNITY

18.1 AECOM agrees, to the extent permitted by law, to indemnify, defend and hold harmless Client, its elected and appointed officials, officers, directors and employees ("Client Indemnities"), against any and all claims, suits, causes of action, damages, losses, costs, expenses and liabilities (including the aggregate amount paid in reasonable settlement of any actions, suits, proceedings or claims), including reasonable attorneys' fees and costs of defense, suffered or incurred by Client or any of the Client Indemnities to the extent arising from any negligent act, omission, or fault of AECOM or of anyone acting under its direction or control or on its behalf.

18.2 If Services include AECOM's performance during the construction phase of the Project, Client shall require Client's Contractors working on the Project Site to include AECOM, its directors, officers and employees in any indemnity and in any insurance benefits that Client requires such Contractors to provide to Client.

19. CONSEQUENTIAL DAMAGES WAIVER NOTWITHSTANDING ANY OTHER PROVISION TO THE CONTRARY IN THIS AGREEMENT AND TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL EITHER PARTY, ITS PARENTS, AFFILIATES AND SUBSIDIARIES OR THEIR RESPECTIVE DIRECTORS OFFICERS OR EMPLOYEES BE LIABLE TO THE OTHER FOR ANY

INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF REVENUE, LOSS OF USE OR INTERRUPTION OF BUSINESS) ARISING OUT OF OR RELATED TO THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND AECOM HEREBY RELEASES CLIENT AND CLIENT HEREBY RELEASES AECOM FROM ANY SUCH LIABILITY.

20. RISK ALLOCATION AND RESTRICTION OF REMEDIES THE PARTIES HAVE EVALUATED THE RESPECTIVE RISKS AND REMEDIES UNDER THIS AGREEMENT AND AGREE TO ALLOCATE THE RISKS AND RESTRICT THE REMEDIES TO REFLECT THAT EVALUATION. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED ELSEWHERE IN THIS AGREEMENT, TO THE FULLEST EXTENT PERMITTED BY LAW, CLIENT AGREES TO RESTRICT ITS REMEDIES UNDER THIS AGREEMENT AGAINST AECOM, ITS PARENTS, AFFILIATES AND SUBSIDIARIES, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, SHAREHOLDERS AND EMPLOYEES, ("AECOM COVERED PARTIES"), SO THAT THE TOTAL AGGREGATE LIABILITY OF THE AECOM COVERED PARTIES SHALL NOT EXCEED $250,000 OR THE ACTUAL PAID COMPENSATION FOR THE SERVICES, WHICHEVER IS GREATER. TO THE FULLEST EXTENT PERMITTED BY LAW, AECOM AGREES TO RESTRICT ITS REMEDIES UNDER THIS AGREEMENT AGAINST CLIENT, AND ITS ELECTED AND APPOINTED OFFICIALS, OFFICERS, DIRECTORS AND EMPLOYEES ("CLIENT COVERED PARTIES") SO THAT THE AGGREGATE LIABILITY OF THE CLIENT COVERED PARTIES SHALL NOT EXCEED $250,000. THIS RESTRICTION OF REMEDIES SHALL APPLY TO ALL SUITS, CLAIMS, ACTIONS, LOSSES, COSTS (INCLUDING ATTORNEY FEES) AND DAMAGES OF ANY NATURE ARISING FROM OR RELATED TO THIS AGREEMENT WITHOUT REGARD TO THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS IMPOSED.

21. DISPUTES RESOLUTION

21.1 Either Party may initiate a dispute resolution by providing written notice to the other Party setting forth the subject of the claim, dispute or controversy and the requested relief. The recipient of such notice shall respond within 5 business days with a written statement of its position and a recommended solution to the Claim.

21.2 If the Parties cannot resolve the dispute through negotiation, either Party may refer the claim, dispute or controversy to a panel ("Panel") consisting of a designated senior representative from each Party ("Representative"), who shall have the authority to resolve it. The Representatives shall not have been directly involved in the Services and shall negotiate in good faith. No written or verbal representation made by either Party in the course of any Panel proceeding or other settlement negotiations shall be deemed to be a Party's admission. If the representatives are unable to resolve the dispute within 15 business days, either Party may pursue its respective legal and equitable remedies.

22. GOVERNING LAW All contract issues and matters of law will be adjudicated in accordance with the laws of the state where the Project is located, excluding any provisions or principles thereof which would require the application of the laws of a different jurisdiction.

23. TERMINATION

23.1 This Agreement may be terminated for convenience by the City upon 30 days advance written notice. On termination, AECOM will be paid for all Services performed up through the termination date.

23.2 This Agreement may be terminated for cause by either Party if the other Party materially fails to perform its obligations under this Agreement, does not commence correction of such non-performance within 10 business days of receipt of written notice and/or fails to diligently complete such correction thereafter. The respective rights and obligations of the Parties predating such termination shall survive termination of this Agreement.

24. ASSIGNMENT

24.1 Except as permitted by Section 24.2, neither Party may assign this Agreement without the written consent of the other Party, which unconsented-to assignment shall be void ab initio.

24.2 The Parties recognize that AECOM has affiliated companies who have specialized expertise, necessary certifications/registrations or other capabilities that may make use of such affiliates more suitable for the performance of all or part of the Services. AECOM shall be entitled, without additional consent, to assign this Agreement or performance of the Services, in whole or in part, to any of AECOM's subsidiaries or affiliates upon written notice to Client.

24.3 AECOM acknowledges that one of the primary reasons for its selection by Client to perform the services set forth in **EXHIBIT A** is the qualifications and experience of AECOM. AECOM agrees that the services to be performed pursuant to this Agreement shall be performed by AECOM (or its affiliates, as allowed by Section 24.2). AECOM shall not subcontract any part of the services without the prior written permission of the Client, which may be provided by the Client's Authorized Representative.

25. PARTIES IN INTEREST Nothing in this Agreement, expressed or implied, is intended to confer on any person or entity other than the Parties any right or remedy under or by reason of this Agreement. The provisions of this Agreement shall bind and inure solely to the benefit of the Parties and their respective successors and permitted assigns.

26. WAIVER Either Party may in writing waive any provisions of this Agreement to the extent such provision is for the benefit of the waiving Party. No waiver by any Party of a breach of any provision of this Agreement shall be construed to be a waiver of any subsequent or different breach.

27. SEVERABILITY AND SURVIVAL The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if any invalid or unenforceable provisions were omitted. Articles 4 (Notice), 5 (AECOM's Responsibilities), 6.2 (Reliance on Data), 8 (Confidentiality), 9 (Data Rights), 10 (Record Drawings), 11 (Electronic Records), 12 (Certification), 14 (Materials and Samples), 17 (Insurance), 18 (Indemnity), 19 (Consequential Damages Waiver), 20 (Risk Allocation), 21 (Disputes Resolution), 22 (Governing Law), 24 (Assignment), 25 (Parties in Interest) and 27 (Severability and Survival) shall survive termination of this Agreement. To the extent any provision of this Agreement violates any law, or is otherwise invalid or unenforceable, said provision shall be revised to the limited extent necessary to make that provision legal and enforceable and, to the fullest extent permitted by law, consistent with Parties' original intent.

28. PREPARATION OF AGREEMENT Each Party has had the opportunity to avail itself of legal advice and counsel. Neither Party shall be deemed to be the drafter or author of this Agreement. In the event this Agreement is subject to interpretation or construction by a court of law or panel of arbitration, such court or panel shall not construe this Agreement, or any portion hereof, against either Party as the drafter of this Agreement.

29. SIGNATURES Each person executing this Agreement warrants that he/she has the necessary authority to do so on behalf of the respective Party. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single agreement.

30. ORDER OF PRECEDENCE

Executed Change Orders
Design Engineering Services Agreement Article 31 "Special Terms and Conditions"
Design Engineering Services Agreement Articles 1 through 30 and 32
EXHIBIT B Compensation and Payment
EXHIBIT A Services
Other contract documents

31. SPECIAL TERMS AND CONDITIONS

31.1 Appropriation of Funds. If funds for the continued fulfillment of this Agreement by the Client are at any time not forthcoming or are insufficient, through failure of any entity, including the Client itself, to appropriate funds or otherwise, then the City shall have the right to terminate this Agreement without penalty.

31.2 Open Records. Both parties understand that the Client is bound by the Wisconsin Public Records Law and, as such, this contract is subject to that law. AECOM acknowledges that it is obligated to assist the Client in retaining and producing records that are subject to the Wisconsin Public Records Law, and that the failure to do so shall constitute a material breach of the contract. AECOM shall indemnify and hold the City harmless from liability under the Wisconsin Public Records Law to the extent arising from AECOM's breach of this Section. Except as otherwise authorized, records shall be maintained for a period of 7 years after receipt of final payment under the Agreement. In the event litigation arises from the performance of this Agreement, records shall be maintained for the greater of: (1) 7 years after receipt of final payment under the Agreement and (2) final disposition of the litigation, including any appeals.

31.3 Non-Discrimination and Equal Opportunity. In connection with the performance of work under this Agreement, AECOM agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, disability, developmental disability (as defined in Wis. Stat. § 51.01(5)), sexual orientation (as defined in Wis. Stat. § 111.32(13m)), gender identity, or national origin. AECOM further agrees to take affirmative action to ensure equal employment opportunities.

31.4 Compliance with Laws. In performing the services under this Agreement, AECOM shall comply with any and all applicable federal, state, and local statutes, ordinances, plans, and regulations. AECOM shall have any and all licenses and permits required to perform the work specified, and shall furnish proof of such licensing authorization and permits upon request.

31.5 Non-Collusion. AECOM certifies that to the best of its knowledge and belief: (a) the price that it has proposed to provide the services to Client was arrived at independently, without collusion, consultation, communication, or agreement, for the purpose of restricting competition as to any other matter relating to such prices with any other competitor; and (b) no attempt was made to induce any other person, partnership, or corporation to submit or not submit a proposal to the Client for these services for the purpose of restricting competition.

32. ENTIRE AGREEMENT This Agreement contains all of the promises, representations and understandings of the Parties and supersedes any previous understandings, commitments, proposals or agreements, whether oral or written. This Agreement shall not be altered, changed, or amended except as set forth in a written amendment to this Agreement, duly executed by both Parties. The attached **EXHIBIT C** ("Change Order"), incorporated herein by reference, is the preferred form for such use.

AECOM Technical Services, Inc.	**CLIENT: CITY OF SHEBOYGAN**
Signature	Signature
Thomas J. Holtan, P.E.	
Printed Name	Printed Name
Associate Vice President	
Printed Title	Printed Title
February 11, 2021	
Date	Date
Address 2985 South Ridge Road, Suite B Green Bay, WI 54304	Address

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EXHIBIT A

SERVICES

Services: .

Refer to EXHIBIT A-1: Construction Related Services for Sheboygan WWTP
Influent Pump Station Building Heating and Ventilation (HV) Upgrade

Schedule:

CRS-1 Sealed Finalized Plans, Specifications & Calculations : within 4 weeks after signed contract
CRS-2....Bidding & Preconstruction Services: schedule by City anticipated March-April 2021
CRS-3....RFI & Shop Drawing Review: 2 weeks after Contractor submittals estimated April- May 2021
CRS-4 Engineer Site Visits During Construction: per Contractor Schedule est. April -Dec 2021
CRS-5 Record Drawings: 4 weeks after receipt of Contractor records to be completed in 2021

Deliverables: .

CRS-1.....Sealed Plans, Specifications & Calculations
CRS-2.....Pre-Bid and Pre-Con Meeting Minutes
CRS-3.....RFI Responses and Shop Drawing Reviews
CRS-4.....Punch List from Final Inspection
CRS-5.....Record Drawings based on Contractor records

AECOM Project Manager

Name	Bryan Lewis
Title	Project Manager
Address	2985 South Ridge Road, Suite B, Green Bay, WI 54304
Phone Number	920.918.8820
Email Address	Bryan.lewis@aecom.com

Client Project Manager

Name	Steve Jossart
Title	WWTP Superintendent
Address	3333 Lakeshore Drive Sheboygan, WI 54304
Phone Number	920-459-0220
Email Address	Steve.Jossart@sheboyganwi.gov

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EXHIBIT A-1
SCOPE OF SERVICES

CONSTRUCTION RELATED SERVICES
CITY OF SHEBOYGAN WASTEWATER TREATMENT FACILITIES

INFLUENT PUMP STATION BUILDING HEATING AND VENTILATION IMPROVEMENTS

PART I
AECOM RESPONSIBILITIES

A. BACKGROUND

The project consists of construction-related services described herein provided by AECOM for the City of Sheboygan (CLIENT also referred to as "the City").

Heating and ventilation system upgrades were designed for the Sheboygan WWTF Influent Pump Station Building by AECOM in 2019 (AECOM Project No. 60595801). The City intends to finalize the bid documents and construct improvements accordingly in 2021 as follows:

- Project as shown on plans and technical specifications prepared by AECOM January 2021 (project no 60554811) with minor changes to be incorporated based on City review of needs.
- Bidding and construction of improvements planned for 2021
- Project to be substantially completed in 2021.

AECOM proposes construction related services by Project Team as follows:

Bryan Lewis	P.E., Project Manager
Amy Kistner	Administrative Assistant
Jim Blaha	HVAC System Designer (WI) / Mechanical Engineer
David Atkins	P.E. Structural Engineer

B. CONSTRUCTION PROJECT DESCRIPTION SUMMARY

The project is generally described as follows:

1. Remove existing 18,100 cfm capacity hot water heated Makeup Air Unit located inside influent pump building as well as existing roof intake hood and all existing ductwork
2. Remove hot water unit heater and piping.
3. Furnish and install two (2) new roof mounted new natural gas fired make-up air supply units:

MAU-1	5,400 CFM to Influent Pump Station Building Grit Room
MAU-2	12,700 CFM to Influent Pump Station Wet Well

4. Existing grit room and wetwell exhaust fans located on roof remain in service

RE-1	5,100 CFM Grit Room Exhaust Fan
RE-2	13,000 CFM Wet Well Exhaust Fan

5. Provide new 304 SS supply ductwork to grit room.
6. Provide new 304 SS supply and exhaust ductwork for wet well.
7. Provide new HV remote control panels for positive pressurization of grit room and slightly negative pressurization of wet well
8. Provide staircase for access to influent pump station building roof as shown on plans.

C. DETAILED SCOPE OF SERVICES

Project Management:

- Manage AECOM services during duration of project in anticipated construction schedule.
- Submit AECOM deliverables to the City's PM and respond to questions from City PM.
- Provide clarifications and interpretation of the plans and specifications during project

Key Activities:

CRS-1 Finalize Plans and Specifications for State Plan Review and Bidding
CRS-2 Engineering Bidding & Preconstruction Services
CRS-3 Construction RFI &Shop Drawing Review
CRS-4 Site Visits and Substantial Completion Inspection
CRS-5 Prepare Record Drawings

Deliverables of AECOM:

Electronic Files of Technical Plans and Specifications for Bidding
Pre-Bid Meeting Agenda and Minutes
RFI (Request for Information) Log and Responses
Submittal Responses (Shop Drawings) with Consolidated Comments
Certificate of Substantial Completion
Record Drawings

1.0 FINALIZE PLANS AND SPECIFICATIONS FOR STATE PLAN REVIEW & BIDDING (CRS-1)

1.1. Prepare project specific Summary of Work and General Condition Specifications to accompany the City's commercial front ends.

1.2. Incorporate City review comments on plans (AutoCAD) and specs to finalize plans for bidding.

1.3. Submit final sealed plans and specifications and calculations to Wisconsin DSPS (Form SBD-118) for State plan review and approval.

1.4. Submit final plans and specifications in electronic PDF format for City use in bidding.

2.0 ENGINEERING BIDDING & PRECONSTRUCTION SERVICES (CRS-2)

2.1 Prebid Conference

2.1.1 Prepare Pre-bid meeting agenda.
2.1.2 Conduct Pre-bid meeting for bidders along with representatives of City.
2.1.3. Prepare minutes of meeting for City to distribute to bidders.

2.2 Prepare technical responses for City to respond to bidder questions.

2.3 Review bids and make recommendation of Award to City.

2.4 Preconstruction Conference

2.4.1 Prepare Pre-Construction kickoff meeting agenda.
2.4.2 Conduct Pre-Construction kickoff meeting for contractor along with City.
2.4.3. Prepare minutes of meeting for City to distribute to contractors.

3.0 CONSTRUCTION RFI & SHOP DRAWING REVIEWS (CRS-3)

3.1 Submittal and RFI Process Administration

3.1.1 Establish shop drawing submittal log subdivided by specification section of shop drawing and O&M submittal requirements required by the technical specifications.
3.1.2 Prepare a shop drawing transmittal form for the Contractor's use.
3.1.3 Log and route each shop drawing and RFI as submitted.
3.1.4 Review designer's technical review comments on each submittal and response to RFI
3.1.5 Prepare reviewed submittals for distribution to Contractor and the City.

3.2 Perform Designer Technical Reviews. AECOM HVAC Designer Jim Blaha and Structural Engineer David Atkins will review shop drawings and provide the following services:

3.2.1 Receive transmittal from CONTRACTOR and review for conformance with the intent of the contract documents.

3.2.1.1 Eight (8) HV Shop Drawings
3.2.1.2 Two (2) Structural Shop Drawings

3.2.2 Document exceptions and deficiencies determined during the review process on transmittal routing form and documents:
3.2.3 Identify action required and route transmittal to the City with documentation of response ("No Exceptions Taken"; "Make Corrections Noted"; "Rejected, See Remarks"; "Amend and Resubmit").

3.3 Provide designer input to Contractor Requests for Information (RFI)

3.3.1 Answer design interpretation and clarification requests from the City or Contractor Responses will be documented by either e-mail or memo to the City Project Manager. Provide technical input into change orders and field modifications as requested by City.

4.0 ENGINEER CONSTRUCTION REVIEW / START-UP AND OPERATIONS SERVICES (CRS-4)

4.1 AECOM to conduct three (3) site visits by HVAC Designer, Jim Blaha, at appropriate stages of construction including at substantial completion to review the quality of the work and to determine, in general, whether the work conforms to the contract documents. Anticipate 2-4 hours for each visit. The following are proposed as basis of proposal:

4.1.1 Conduct site visit after setting of make-up air unit(s) equipment
4.1.2 Observe testing and balancing of system. Review testing and balancing report submitted by CONTRACTOR and confirm with observations from site visit
4.1.3 Conduct inspection for determination of substantial completion of project.
- Prepare punch list for City and Contractor use at inspection for substantial completion determination.

4.2. Engineer site visits will be conducted in accordance with Site Safety Plan for project. For purposes of this task AECOM includes 12 hours of services by Jim Blaha.

5.0 RECORD DRAWINGS (CRS-5)

5.1 Receive "as-built" markup drawings prepared by Contractor. The as-built markup drawings submitted to AECOM shall be in accordance with the Contract Documents.

5.2 Prepare record drawings based on Contractor's as-built markup drawings. Field verification is not included.

5.3 Provide two (2) sets of 11x17 draft prints of record drawings to the City for review. Incorporate the City's comments into record drawings.

5.4 Provide the City with one set of 11 x 17 paper prints and one set of 22 X 34 paper prints of final record drawings.

5.5 Provide the City with electronic copy of final record drawings in PDF format on DVD disc.

6.0 EXCLUSIONS

6.1 Preparation of change orders or changes to design plans and specifications as may be requested or desired during the course of construction or project.

6.2 Contractor pay application review which is anticipated to be by the City.

6.3 Training or post-startup services beyond the scope of Task 4.0.

EXHIBIT B

COMPENSATION AND PAYMENT

1 **COMPENSATION** The Services set forth in **EXHIBIT A** will be compensated on the following basis:

[ ] Advance retainer of [$] The advance retainer is to be applied to the final invoice. Any remainder will be returned to Client within 30 days of receipt of final payment.

[ ] Time & Material - See Section 2.1 for Hourly Labor Rates

[ ] Time and Materials with a Not-to-Exceed ("NTE") amount of ($). The Hourly Labor Rates (if applicable) are as in Section 2.1 below. Reimbursable expenses are included in the overall NTE cap.

[x] Lump Sum [$]: **18,900**

Milestone/Deliverable & Date	Payment Amount
Monthly Progress Payments	$ by % Complete

[ ] Cost Plus Fixed Fee: [Cost $ and Fee $]

[ ] Other: .

2. **RATE SCHEDULE** Compensation shall be based on the following Hourly Labor Rate Schedule: ***IINTENTIONALLY OMITTED.***

2.1 **HOURLY LABOR RATE SCHEDULE**

	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$

2.2 **OTHER HOURLY LABOR RATE CATAGORIES** If additional labor categories are authorized during the performance of this Agreement, compensation for each additional category will be negotiated at the time the additional Services are authorized.

2.3 **ANNUAL HOURLY LABOR RATE ADJUSTMENTS** The Hourly Labor Rate Schedule is adjusted each calendar year to reflect updated labor cost categories. Labor cost of Services authorized in subsequent calendar years will be based on the applicable Hourly Labor Rate Schedule for those years.

3. **REIMBURSEABLE EXPENSES** Reimbursable expenses are expenditures made by AECOM for goods, travel expenses and vendor services in support of the performance of the Services. Such expenditures will be billed at the actual cost to AECOM plus ten percent (10%) to cover related administrative costs.

4. **CHANGE ORDERS** The Parties may at any time and by written agreement make changes in the Services, Project Schedule, Deliverables, Compensation or other terms and conditions in this Agreement. The Parties shall effect such change through the use of a written Change Order. **EXHIBIT C** is the preferred form for such use.

5. **INVOICING** AECOM will invoice Client on a monthly basis unless otherwise set forth herein. Invoices shall be sent to:

Steve Jossart
Superintendent
Sheboygan Regional Wastewater Treatment Facility
3333 Lakeshore Drive
Sheboygan, WI 53081

6 PAYMENT

6.1 If payment is based on Time and Materials with a NTE, once AECOM reaches the NTE, AECOM will stop further Services pending a Change Order to adjust the budget and schedule for the continued performance of the Services.

6.2 Timely payment is a material term of this Agreement. Client shall pay all undisputed portions of AECOM's invoices within 60 days of receipt without holdback or retention. Client shall promptly notify AECOM of any disputed items. Such notice must be accompanied by a detailed description of any disputed items and include supporting documentation as well as references to the provision(s) of this Agreement which permit a holdback or retention. If such notice is not provided, Client waives its rights to dispute the invoice. Undisputed amounts remaining unpaid 60 days after the invoice date shall bear interest at the rate of 1.5% per month on the unpaid balance and AECOM may suspend the Services pending receipt of such payment. In addition, AECOM retains its unrestricted rights under Article 23 (Termination) of the Agreement.

6.3 If the Project is suspended by Client for more than 30 days, AECOM shall be paid for all Services performed prior to the effective date of suspension within 30 days of such suspension. Upon resumption of the Project, AECOM shall be entitled to an equitable adjustment in cost and schedule to compensate AECOM for expenses incurred as a result of the interruption and resumption of the Services.

6.4 To the extent that completion of the Services is delayed beyond the original scheduled completion date and such delay is not the fault of AECOM, an equitable adjustment shall be made to AECOM's Compensation and Project Schedule.

6.5 Except as otherwise specifically provided herein, Client shall pay or reimburse AECOM, as appropriate, for all categories of taxes other than income tax, including without limitation, sales, consumer, use, value added, gross receipts, privilege, and local license taxes related to the Services.

6.6 Client shall make payments to AECOM using one of the following methods:

6.6.1 AECOM LOCKBOX:

AECOM Technical Services, Inc.
1178 Paysphere Circle
Chicago, IL 60674

6.6.2 ELECTRONIC FUNDS TRANSFER/ACH PAYMENT:

Account Name: AECOM Technical Services, Inc.

Bank Name: Bank of America
Address1: Building D
Address2: 2000 Clayton Road
City/State/Zip: Concord, CA 94520-2425
Account Number: 5800937020
ABA Routing Number: 071000039

6.6.3 WIRE TRANSFER:

Account Name: AECOM Technical Services, Inc.
Bank Name: Bank of America
Address: 100 West 33rd St
City/State/Zip: New York, NY 10001
Account Number: 5800937020
ABA Routing Number: 026009593
SWIFT Code: BOFAUS3N

6.6.4 Questions related to payment can be sent to:

AECOM Cash Applications Supervisor by phone at (804) 515-8490 or by email at cashappsremittance@aecom.com

(End of page)

AECOM Project Name: _____
AECOM Project No.: _____
Change Order No.: _____

EXHIBIT C

SAMPLE CHANGE ORDER FORM

In accordance with the Design Engineering Services Agreement dated ___ 20___ between _____("Client"), and _____, a _____ corporation, ("AECOM"), this Change Order, with an effective date of _____, 20_____ modifies that Agreement _____ as follows:

1. **Changes to the Services**:

2. **Change to Deliverables**:

3. **Change in Project Schedule** (attach schedule if appropriate):

4. **Change in CONSULTANT's Compensation**:

The Services set forth in this Change Order will be compensated on the following basis:

[ ] No change to Compensation

[ ] Time & Material (See **EXHIBIT B** for the Hourly Labor Rate Schedule)

[ ] Time and Materials with a Not- to-Exceed amount of $_____. The Hourly Labor Rate Schedule is set forth in **EXHIBIT B** (if applicable). Reimbursable expenses are included in the overall Not to Exceed cap.

[ ] Lump Sum $ _____

Milestone/Deliverable & Date	Payment Amount
	$

[ ] **Cost Plus Fixed Fee:** Cost $ _____ and Fee $ _____

Therefore, the total authorized Compensation, inclusive of this Change Order is $ _____.

5. **Project Impact**:

SAMPLE

6. **Other Changes** (including terms and conditions):

7. All other terms and conditions of the Agreement remain unchanged.

8. Each Party represents that the person executing this Change Order has the necessary legal authority to do so on behalf of the respective Party.

AECOM Technical Services, Inc.	**CLIENT:**
Signature	Signature
Printed Name	Printed Name
Printed Title	Printed Title
Date	Date
Address	Address

[End of Agreement]

SAMPLE