



# **\*\*\*AMENDED\*\*\*THIRTEENTH REGULAR COMMON COUNCIL MEETING AGENDA**

**October 03, 2022 at 6:00 PM**

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

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"Seek first to understand, then to be understood" - Stephen Covey

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

Notice of the 13th Regular Meeting of the 2022-2023 Common Council at 6:00 PM, MONDAY, October 3, 2022 in City Hall, 3rd Floor - Council Chambers, 828 Center Avenue, Sheboygan, WI. Persons with disabilities who need accommodations to attend the meeting should contact Meredith DeBruin at the City Clerk's Office, 828 Center Avenue, (920) 459-3361.

Members of the public who wish to participate in public forum remotely shall provide notice to the City Clerk at (920) 459-3361 at least 24 hours before the meeting so that the person may be provided a remote link for that purpose.

## **OPENING OF MEETING**

- 1. Roll Call**  
*Alderspersons Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Ramey, Rust, and Salazar may attend the meeting remotely*
- 2. Pledge of Allegiance**
- 3. Approval of Minutes**  
*Twelfth Regular Council Meeting held on September 19, 2022*
- 4. Mayor Appointments**  
*Caroline Richards to the Room Tax Commission and Rebecca Stewart to the Sustainability Task Force*
- 5. Public Forum**  
*Limit of five people having five minutes each with comments limited to items on this agenda.*

## **ITEM FOR DISCUSSION ONLY**

- 6. 2023 Proposed Program Budget by City Administrator Todd Wolf and Finance Director Kaitlyn Krueger**

## **CONSENT**

- 7. Motion to Receive and File all R.O.'s, Receive all R.C.'s and Adopt all Resolutions and Ordinances**
- 8. R. O. No. 68-22-23 by Mead Public Library Board of Trustees submitting a Resolution in recognition of the 50th anniversary of the Friends of Mead Public Library.**

- [9.](#) R. C. No. 105-22-23 by Licensing, Hearings, and Public Safety Committee to whom was referred Res. No. 69-22-23 by Alderpersons Felde and Ackley authorizing the appropriate City officials to execute an agreement with TargetSolutions Learning, LLC, d/b/a Vector Solutions ("Vector") to implement scheduling software at the Sheboygan Fire Department; recommends adopting the Resolution.
- [10.](#) R. C. No. 106-22-23 by Finance and Personnel Committee to whom was referred Res. No. 70-22-23 by Alderpersons Mitchell and Filicky-Peneski approving Policy Number HR 141 FML titled "Family Medical Leave Policy."; recommends adopting the Resolution.
- [11.](#) R. C. No. 107-22-23 by Finance and Personnel Committee to whom was referred Res. No. 71-22-23 by Alderpersons Mitchell and Filicky-Peneski authorizing the appropriate City officials to execute a Recording and Broadcast Agreement between the City of Sheboygan and the County of Sheboygan; recommends adopting the Resolution.

## COMMUNICATIONS

- [12.](#) Com. No. 1-22-23 presented to the Common Council by Alderpersons Felde and Filicky-Peneski submitting a communication from James Slinkman, Senior Vice President, Associate General Counsel for Advocate Aurora Health regarding Aurora Sheboygan Memorial Medical Center Lot Line adjustment for the property commonly known as 2507 N. 7th Street, Sheboygan, WI. REFER TO PUBLIC WORKS COMMITTEE

## REPORT OF OFFICERS

- [13.](#) R. O. No. 67-22-23 by Director of Planning and Development submitting the 2023 Business Improvement District (BID) Statement of Purpose, dated September 20, 2022, and the BID's 2023 Operating Budget. REFER TO FINANCE AND PERSONNEL COMMITTEE
- [14.](#) R. O. No. 69-22-23 by City Clerk submitting a claim from Allstate a/s/o Matthew Friedl for alleged damages to vehicle when it was struck by a City of Sheboygan bus. REFER TO FINANCE AND PERSONNEL COMMITTEE

## RESOLUTIONS

- [15.](#) Res. No. 74-22-23 by Alderpersons Felde and Ackley authorizing the Sheboygan Police Department to apply for, and receive funding from, the Wisconsin Department of Administration's 2022 Law Enforcement Agency Grant. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE
- [16.](#) Res. No. 75-22-23 by Alderpersons Felde and Ackley authorizing the Fire Chief to accept and expend funds received from the United States Department of Homeland Security - Federal Emergency Management Agency ("FEMA") as part of the Assistance to Firefighters Grant ("AFG") Program. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE
- [17.](#) Res. No. 77-22-23 by Alderpersons Mitchell and Filicky-Peneski authorizing the creation of a Crisis Co-Response Pilot Program in conjunction with Sheboygan County and authorizing the expenditure of certain funds to support the Program. REFER TO FINANCE AND PERSONNEL COMMITTEE
- [18.](#) Res. No. 78-22-23 by Alderpersons Mitchell and Filicky-Peneski adopting certain changes to the City's Medical Benefit Plan and Dental Benefit Plan effective for calendar year 2023 coverage and establishing the monthly premium equivalent rates effective for January 2023 coverage and thereafter. REFER TO FINANCE AND PERSONNEL COMMITTEE

- 19.** Res. No. 79-22-23 by Alderpersons Felde and Filicky-Peneski establishing the 2023 Budget appropriations and the 2022 Tax Levy for use during the calendar year. REFER TO COMMITTEE OF THE WHOLE

## **REPORT OF COMMITTEES**

### **GENERAL ORDINANCES**

- 20.** Gen. Ord. No. 11-22-23 by Alderpersons Perrella, Felde, Ramey, Rust, and Salazar amending sec. 82-1 of the Sheboygan Municipal Code so as to provide for a minimum wage of \$15.00 per hour for all City of Sheboygan employees whose compensation is under the authority of the Common Council and set by the City's employee classification and compensation program. REFER TO FINANCE AND PERSONNEL COMMITTEE

### **OTHER MATTERS AUTHORIZED BY LAW**

#### **CLOSED SESSION**

- 21.** MOTION TO CONVENE IN CLOSED SESSION under the exemption provided in sec. 19.85(1)(e), Wis. Stats. for deliberating or negotiating the purchase of public properties, to wit: the purchase of property for right-of-way purposes adjacent to the SouthPointe Enterprise Campus, where competitive or bargaining reasons require a closed session.

#### **ADJOURN MEETING**

- 22.** Motion to Adjourn

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

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

## CITY OF SHEBOYGAN

## TWELFTH REGULAR COMMON COUNCIL MEETING MINUTES

Monday, September 19, 2022

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OPENING OF MEETING**1. Roll Call**

Alderspersons Present: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Ramey, Rust, and Salazar – 10.

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

MOTION TO APPROVE THE MINUTES FROM THE ELEVENTH REGULAR COUNCIL MEETING HELD ON SEPTEMBER 6, 2022

Motion made by Felde, Seconded by Filicky-Peneski.

Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Ramey, Rust, Salazar – 10.

**4. Confirmation of Mayoral Appointments**

Jessica Huss to Room Tax Commission, Alderperson Joe Heidemann to Public Works Committee, and Alderperson Zach Rust as Vice Chair of the Public Works Committee

MOTION TO CONFIRM APPOINTMENTS

Motion made by Felde, Seconded by Filicky-Peneski.

Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Ramey, Rust, Salazar – 10.

**5. Public Forum**

Limit of five people having five minutes each with comments limited to items on this agenda. No one spoke.

**6. Election**

Board of Water Commissioners (Three-year term beginning October 1, 2022)

Motion by Barbara Felde, second by Roberta Filicky-Peneski that nominations be received from the floor, voting to be done by open ballot, and if more than two candidates are nominated, the candidate with the lowest number of votes be dropped from the list, and balloting to continue until one candidate receives a majority. Motion by Barbara Felde, second by Dean Dekker to nominate Gerald VanDeKreeke. No other nominations were received. Motion by Roberta Filicky-Peneski, second by Gracia Perrella that nominations be closed. Motion by Barbara Felde, second by Roberta Filicky-Peneski that the City Clerk cast a unanimous ballot for Gerald VanDeKreeke. All ayes.



**7. Presentation**

Financial Management Plan – Operating by Ehlers Public Finance Advisors

**8. Mayor's Announcements**

Upcoming Community Events, Proclamations, Employee Recognitions

**CONSENT****9. Motion to Receive and File all R.O.'s, Receive all R.C.'s and Adopt all Resolutions and Ordinances**

Motion made by Felde, Seconded by Filicky-Peneski.

Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Ramey, Rust, Salazar – 10.

10. R. O. No. 62-22-23 by Board of License Examiners submitting applications for Building Contractor Licenses already granted.

**MOTION TO RECEIVE AND FILE**

Motion made by Felde, Seconded by Filicky-Peneski.

Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Ramey, Rust, Salazar – 10.

11. R. O. No. 65-22-23 by Transit Commission to whom was referred Res. No. 46-22-23 by Alderpersons Felde, Dekker, and Mitchell authorizing the filing of an application with the Wisconsin Department of Transportation and authorizing the executing of the contract pertaining to grants for calendar year 2023, under Federal Mass Transit Operating Assistance program, 49 U.S.C. 5307, and State Urban Mass Transit Operating Assistance program, Wis. Stat. § 85.20, as amended; recommends adopting the Resolution.

**MOTION TO RECEIVE THE R. O. AND ADOPT THE RESOLUTION**

Motion made by Felde, Seconded by Filicky-Peneski.

Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Ramey, Rust, Salazar – 10.

12. R. C. No. 93-22-23 by Finance and Personnel Committee to whom was referred R. O. No. 49-22-23 by City Clerk submitting a claim from Brandon L. Parker for alleged damages to his vehicle when a City of Sheboygan tree fell on it; recommends filing the claim.

**MOTION TO RECEIVE THE R. C. AND FILE THE CLAIM**

Motion made by Felde, Seconded by Filicky-Peneski.

Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Ramey, Rust, Salazar – 10.

13. R. C. No. 94-22-23 by Finance and Personnel Committee to whom was referred R. O. No. 53-22-23 by City Clerk submitting a claim from Kong Vue for alleged damages to vehicle when a tree branch fell on it; recommends filing the claim.

## MOTION TO RECEIVE THE R. C. AND FILE THE CLAIM

Motion made by Felde, Seconded by Filicky-Peneski.

Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Ramey, Rust, Salazar – 10.

14. R. C. No. 92-22-23 by Finance and Personnel Committee to whom was referred R. O. No. 29-22-23 by City Clerk submitting a claim from Amy E. Hanten for alleged damages to her vehicle from newly painted middle yellow line; recommends filing the claim.

## MOTION TO RECEIVE THE R. C. AND FILE THE CLAIM

Motion made by Felde, Seconded by Filicky-Peneski.

Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Ramey, Rust, Salazar – 10.

15. R. C. No. 95-22-23 by Finance and Personnel Committee to whom was referred Res. No. 64-22-23 by Alderpersons Mitchell and Filicky-Peneski authorizing entering into a contract with Key Benefit Concepts for an updated actuarial valuation of Other Post-Employment Benefits (OPEB) liability; recommends adopting the Resolution.

## MOTION TO RECEIVE THE R. C. AND ADOPT THE RESOLUTION

Motion made by Felde, Seconded by Filicky-Peneski.

Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Ramey, Rust, Salazar – 10.

16. R. C. No. 96-22-23 by Finance and Personnel Committee to whom was referred Res. No. 57-22-23 by Alderpersons Mitchell and Filicky-Peneski authorizing the appropriate City Officials to enter into a contract with Scott's Excavating, Inc. for the demolition and associated site restoration of the structures located at 2535-2601 North 15th Street (former Jakum's Hall) so as to prepare the site to be offered for future development; recommends adopting the Resolution.

## MOTION TO RECEIVE THE R. C. AND ADOPT THE RESOLUTION

Motion made by Felde, Seconded by Filicky-Peneski.

Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Ramey, Rust, Salazar – 10.

17. R. C. No. 97-22-23 by Finance and Personnel Committee to whom was referred Res. No. 60-22-23 by Alderpersons Mitchell and Filicky-Peneski authorizing the appropriate City officials to enter into an Intergovernmental Cooperative Agreement with Sheboygan County for Sales Tax Revenue-Sharing for Transportation Infrastructure Maintenance; recommends adopting the Resolution.

## MOTION TO RECEIVE THE R. C. AND ADOPT THE RESOLUTION

Motion made by Felde, Seconded by Filicky-Peneski.

Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Ramey, Rust, Salazar – 10.

18. R. C. No. 98-22-23 by Finance and Personnel Committee to whom was referred Res. No. 61-23 by Alderpersons Mitchell and Filicky-Peneski authorizing the Purchasing Agent to issue a purchase order to Transportation Equipment Sales Corporation (TESCO) for the purchase of six (6) paratransit buses for the Shoreline Metro-Metro Connection Paratransit Bus Fleet; recommends adopting the Resolution.

MOTION TO RECEIVE THE R. C. AND ADOPT THE RESOLUTION

Motion made by Felde, Seconded by Filicky-Peneski.

Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Ramey, Rust, Salazar – 10.

19. R. C. No. 100-22-23 by Licensing, Hearings, and Public Safety Committee to whom was referred Res. No. 65-22-23 by Alderpersons Felde and Ackley authorizing application for the NAMI Wisconsin CIT and CIP Expansion Grant; recommends adopting the Resolution.

MOTION TO RECEIVE THE R. C. AND ADOPT THE RESOLUTION

Motion made by Felde, Seconded by Filicky-Peneski.

Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Ramey, Rust, Salazar – 10.

20. R. C. No. 101-22-23 by Licensing, Hearings, and Public Safety Committee to whom was referred Res. No. 58-22-23 by Alderpersons Felde and Ackley authorizing the Purchasing Agent to issue a purchase order for the purchase of four (4) Police Squad Sport Utility Vehicles and one (1) large capacity van for the Sheboygan Police Department; recommends adopting the Resolution.

MOTION TO RECEIVE THE R. C. AND ADOPT THE RESOLUTION

Motion made by Felde, Seconded by Filicky-Peneski.

Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Ramey, Rust, Salazar – 10.

21. R. C. No. 102-22-23 by Licensing, Hearings, and Public Safety Committee to whom was referred Res. No. 59-22-23 by Alderpersons Felde and Ackley authorizing the appropriate City officials to enter into a contract with Metals Treatment Technologies, LLC ("MT2") for lead remediation from the outdoor Police Shooting Range located at the Wastewater Treatment Facility; recommends adopting the Resolution.

MOTION TO RECEIVE THE R. C. AND ADOPT THE RESOLUTION

Motion made by Felde, Seconded by Filicky-Peneski.

Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Ramey, Rust, Salazar – 10.

22. R. C. No. 103-22-23 by Licensing, Hearings, and Public Safety Committee to whom was referred R. O. No. 61-22-23 by City Clerk submitting various license applications; recommends granting the applications.

MOTION TO RECEIVE THE R. C. AND GRANT THE APPLICATIONS

Motion made by Felde, Seconded by Filicky-Peneski.

Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Ramey, Rust, Salazar – 10.

23. R. C. No. 104-22-23 by Public Works Committee to whom was referred Res. No. 62-22-23 by Alderpersons Dekker and Perrella authorizing the appropriate City officials to execute agreements with Schichtel's Nursery, Inc. and Chestnut Ridge Nursery, Inc. for the purchase of 720 street trees; recommends adopting the Resolution.

MOTION TO RECEIVE THE R. C. AND ADOPT THE RESOLUTION

Motion made by Felde, Seconded by Filicky-Peneski.

Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Ramey, Rust, Salazar – 10.

## REPORT OF OFFICERS

24. R. O. No. 66-22-23 by City Plan Commission to whom was referred Gen. Ord. No. 10-22-23 by Alderperson Heidemann annexing territory owned by the City to the City of Sheboygan, Wisconsin; recommends adopting the Ordinance.

MOTION TO RECEIVE THE R. O. AND ADOPT THE ORDINANCE

Motion made by Heidemann, Seconded by Mitchell.

Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Ramey, Rust, Salazar – 10.

25. R. O. No. 63-22-23 by City Clerk submitting a claim from Erik Boelkow for alleged damages to his home when a city tree fell on it. REFER TO FINANCE AND PERSONNEL COMMITTEE
26. R. O. No. 64-22-23 by City Clerk submitting a claim from Zeferina Soliz for alleged damages to vehicle when hit by a City garbage truck. REFER TO FINANCE AND PERSONNEL COMMITTEE

## RESOLUTIONS

27. Res. No. 68-22-23 by Alderpersons Felde and Filicky-Peneski authorizing the appropriate City officials to execute liability waiver documents in support of tourism promotion videography activities that have taken place on City-owned or managed property.

MOTION TO SUSPEND THE RULES AND ADOPT THE RESOLUTION

Motion made by Felde, Seconded by Filicky-Peneski.

Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Ramey, Rust, Salazar – 10.

28. Res. No. 73-22-23 by Alderpersons Dekker and Rust authorizing a contract with Wallace Tree and Landscape, Inc. for removal of the remaining City street trees and stumps that were damaged during the June 15, 2022 windstorm.

MOTION TO SUSPEND THE RULES AND ADOPT THE RESOLUTION

Motion made by Dekker, Seconded by Rust.

Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Ramey, Rust, Salazar – 10.

29. Res. No. 72-22-23 by Alderpersons Mitchell and Filicky-Peneski authorizing the IT Director to execute all necessary documents to enter into a further contract with Darktrace Holdings Limited related to cybersecurity.

**MOTION TO SUSPEND THE RULES AND ADOPT THE RESOLUTION**

Motion made by Mitchell, Seconded by Filicky-Peneski.

Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Ramey, Rust, Salazar – 10.

30. Res. No. 67-22-23 by Alderpersons Dekker and Rust authorizing the appropriate City officials to accept the temporary easement for the City to conduct maintenance activities on a drainage swale adjacent to 4812 Ferndale Court. REFER TO PUBLIC WORKS COMMITTEE
31. Res. No. 69-22-23 by Alderpersons Felde and Ackley authorizing the appropriate City officials to execute an agreement with TargetSolutions Learning, LLC, d/b/a Vector Solutions ("Vector") to implement scheduling software at the Sheboygan Fire Department. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE
32. Res. No. 70-22-23 by Alderpersons Mitchell and Filicky-Peneski approving Policy Number HR 141 FML titled "Family Medical Leave Policy." REFER TO FINANCE AND PERSONNEL COMMITTEE
33. Res. No. 71-22-23 by Alderpersons Mitchell and Filicky-Peneski authorizing the appropriate City officials to execute a Recording and Broadcast Agreement between the City of Sheboygan and the County of Sheboygan. REFER TO FINANCE AND PERSONNEL COMMITTEE

**REPORT OF COMMITTEES**

34. R. C. No. 99-22-23 by Finance and Personnel Committee to whom was referred Res. No. 66-22-23 by Alderpersons Mitchell and Filicky-Peneski authorizing a budget adjustment and appropriation in the 2022 budget regarding the implementation of the updated pay scale for non-represented employees; recommends adopting the Resolution.

**MOTION TO RECEIVE THE R. C. AND ADOPT THE RESOLUTION**

Motion made by Mitchell, Seconded by Filicky-Peneski.

Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Ramey, Rust, Salazar – 10.

**ADJOURN MEETING**

35. Motion to Adjourn

**MOTION TO ADJOURN AT 7:20 PM**

Motion made by Felde, Seconded by Filicky-Peneski.

Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella,





September 28<sup>th</sup> 2022

TO THE HONORABLE MEMBERS OF THE COMMON COUNCIL:

I hereby submit the following appointments for your confirmation:

- Caroline Richards to be considered for appointment to the Room Tax Commission
- Rebecca Stewart to be considered for appointment to the Sustainability Task Force

Ryan Sorenson  
Mayor  
City of Sheboygan

Office of the Mayor

CITY HALL  
828 CENTER AVE.  
SHEBOYGAN, WI 53081

920-459-3317  
[www.sheboyganwi.gov](http://www.sheboyganwi.gov)

II

R. O. No. 68 - 22 - 23. By MEAD PUBLIC LIBRARY BOARD OF TRUSTEES.  
October 3, 2022.

Submitting a Resolution in recognition of the 50<sup>th</sup> anniversary of the  
Friends of Mead Public Library.

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MEAD PUBLIC LIBRARY BOARD OF TRUSTEES





A RESOLUTION in recognition of the 50<sup>th</sup> anniversary of the Friends of Mead Public Library.

WHEREAS, the **Friends of Mead Public Library** has been dedicated to supporting Mead Library since 1972 and today plays an essential role in supporting and carrying out the library's mission of connecting people with ideas, resources and technology to educate, entertain and empower; and

WHEREAS, the **Friends** and its members have devoted countless hours of service to the library by raising supplementary funds to enhance library resources and programming; and

WHEREAS, the **Friends** promotes the joys and benefits of literacy and learning for Sheboygan community members; and

WHEREAS, the **Friends** understand the critical importance of well-funded libraries and advocate to ensure that our library gets the resources it needs to provide a wide variety of services to all ages including access to print and electronic materials, along with expert assistance in research, readers' advisory, and children's services; and

WHEREAS, the gifts of time and commitment by **Friends** volunteers sets an example of positive civic engagement that benefits the Sheboygan community;

NOW, THEREFORE BE IT RESOLVED THAT the Mead Public Library Board of Trustees does hereby publicly commend the **Friends of Mead Public Library** for its five decades of service on behalf of the library and its commitment to our community.

Dated this 22nd day of September, 2022

Garrett Erickson

Garrett Erickson      Library Director

Maeve Quinn

Maeve Quinn      Board President





VIII

R. C. No. 105 - 22 - 23. By LICENSING, HEARINGS, AND PUBLIC SAFETY  
COMMITTEE. October 3, 2022.

Your Committee to whom was referred Res. No. 69-22-23 by Alderpersons Felde and Ackley authorizing the appropriate City officials to execute an agreement with TargetSolutions Learning, LLC, d/b/a Vector Solutions ("Vector") to implement scheduling software at 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

Res. No. 69 - 22 - 23. By Alderpersons Felde and Ackley.  
September 19, 2022.

A RESOLUTION authorizing the appropriate City officials to execute an agreement with TargetSolutions Learning, LLC, d/b/a Vector Solutions ("Vector") to implement scheduling software at the Sheboygan Fire Department.

WHEREAS, the Sheboygan Fire Department (the "department") desires to improve its workforce scheduling and communication system; and

WHEREAS, Vector offers fire department-specific software that will aid the department in managing staff schedules, schedule changes, time-off requests, and overtime scheduling and that will provide schedule-related reporting tools; and

WHEREAS, the department believes this software will allow Chief Officers to forecast shift scheduling needs, to better track vacation, overtime and shift trades and to contact staff quickly during an emergency.

NOW, THEREFORE, BE IT RESOLVED: That the Fire Chief is hereby authorized to execute a 36-month Service Client Agreement with Vector for access to Vector Solutions' scheduling software, a copy of which is attached hereto.

BE IT FURTHER RESOLVED: That the Finance Director is hereby authorized and directed to draw on Account No. 101220-531100 (Contracted Services) in payment of same.

WPS

Barbara Felde  
Beth Ackley

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

## TargetSolutions Learning, LLC Agreement

### Schedule A

**Date:** Tuesday, September 6, 2022

#### Client Information

<b>Client Name:</b> City of Sheboygan Fire Department (WI)	
<b>Address:</b> 1326 North 25th Street Sheboygan, WI 53081	
<b>Primary Contact Name:</b> Michael Lubbert	<b>Primary Contact Phone:</b> 920.459.6432

#### Agreement Term

<b>Effective Date:</b> 12/31/2022	<b>Initial Term:</b> 36 months
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#### Invoicing Contact Information (Please fill in missing information)

<b>Billing Contact Name:</b> Karly Campbell		
<b>Billing Address:</b> 1326 N 25th Street Sheboygan, Wisconsin 53081		<b>Billing Phone:</b> (920) 459-3321  <b>Billing Email:</b> karley.campbell@sheboyganwi.gov
<b>PO#:</b>	<b>Billing Frequency:</b> Annual	<b>Payment Terms:</b> Net 30

#### Annual Fee(s)

Product Code	Product	Description	Minimum Annual Commitment	Price	Sub Total
TSSCH	Vector Scheduling	Vector Scheduling for web and mobile	75	\$80.00	\$6,000.00
TSSCHMF	Vector Scheduling - Maintenance Fee	Annual maintenance of Vector Scheduling	1	\$164.00	\$164.00
Annual Total:					\$6,164.00

#### One-Time Fee(s)

Product Code	Product	Description	Qty	Price	Sub Total
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One-Time Total: \$0.00

**Grand Total (including Annual and One-Time): \$6,164.00**

Please note that this is not an invoice. An invoice will be sent within fourteen (14) business days.

## VECTOR SOLUTIONS PUBLIC SECTOR SOFTWARE AS A SERVICE CLIENT AGREEMENT

This Vector Solutions Software as a Service Client Agreement (the “**Agreement**”), effective as of the date in the attached Schedule A (the “**Effective Date**”), is by and between TargetSolutions Learning, LLC, d/b/a Vector Solutions, (“**Vector Solutions**”) a Delaware limited liability company, and the undersigned client (“**Client**”), (each a “**Party**” or “**Parties**”), and governs the purchase and ongoing use of the Services described in this Agreement.

### 1. **SERVICES.** Vector Solutions shall provide the following services:

1.1. Access and Use. Subject to and conditioned on Client’s payment of fees and Client’s and its users’ compliance with the terms and conditions of this Agreement, Vector Solutions hereby grants Client a non-exclusive, non-transferable (except in compliance with Section 9.1 Assignment), revocable authorization to remotely access and use the software as a service offering identified in Schedule A (the “**Services**”) and, unless prohibited by law, will provide access to any persons designated by Client solely for use by Client’s users, in accordance with the terms and conditions herein. For avoidance of doubt, access and use authorizations are issued on a “one user per one authorization basis” and once granted, such authorizations are not transferable to other users. The ability to use the Services may be affected by minimum system requirements or other factors, such as Client’s Internet connection.

1.2. Availability. Vector Solutions shall use commercially reasonable efforts to provide access to and use of the Services by Client’s Users twenty-four (24) hours a day, seven (7) days a week, subject to scheduled downtime for routine maintenance, emergency maintenance, system outages, and other outages beyond Vector Solutions’ control.

1.3. Help Desk. Vector Solutions will assist Users as needed on issues relating to usage via e-mail and Help Desk five (5) days per week at scheduled hours.

1.4. Upgrades and Updates. Vector Solutions reserves the right, in its sole discretion, to make updates or upgrades to the Services that it deems necessary or useful to: (a) maintain or enhance: (i) the quality or delivery of the Vector Solutions’ Services to its clients; (ii) the competitive strength of or market for Vector Solutions’ services; or (iii) the Services’ cost efficiency or performance; or (b) to comply with applicable Law. Without paying additional compensation, Client will receive access to any general upgrades and updates to the Services licensed from Vector Solutions, which upgrades and/or updates Vector Solutions makes generally available to its other clients. All updates and upgrades to the Services are subject to the terms and conditions of this Agreement.

#### 1.5 Service Specific Terms and Conditions.

##### 1.5.1 Incident Tracking Services and Incident Management System Services.

The following subsections (a) and (b) shall apply, if and only if, Client is purchasing Vector Solutions “Incident Tracking Service” or Vector Solutions “Incident Management System” Services, as described in Schedule A.

(a) Incident Tracking Service. Client acknowledges that all notifications it receives from Vector Solutions Incident Tracking Service or Incident Management System, may contain sensitive personal information and client shall ensure that such information is secured from transmissions and/or disclosure to unauthorized recipients. Client understands that Vector Solutions does not control or own the data contained in the notifications. Client agrees that it will be solely responsible for establishing a security system to prevent the transmission and/or disclosure of such information to unauthorized recipient(s). In the event such information is disclosed to an unauthorized recipient(s), Client bears the burden and expense of notifying any individual whose sensitive personal information may have been disclosed to the extent required by law. Client further agrees to handle the data in compliance with any applicable Federal, State, or local laws or regulations, and that it will monitor employees using the Incident Tracking Service or Incident Management System.

(b) Incident Management System. Client represents and warrants that it is not a health care provider, health plan, or health care clearinghouse (collectively, a “covered entity”) as those terms are defined under the federal Health Information Portability and Accountability Act (“**HIPAA**”). Client further represents and warrants that it is not a business associate as that term is defined under HIPAA. Client further agrees to indemnify and hold Vector Solutions and its officers, members, agents and employees harmless from any and all claims and demands (including reasonable attorneys’ fees associated with the same) made by Client and/or any third party due to or arising out of any claim that Vector Solutions is a covered entity or business associate, due to Client’s use of the Incident Tracking Service or Incident Management System.

### 2. **CLIENT’S OBLIGATIONS, COMPLIANCE, AND USE RESTRICTIONS.**

2.1. Compliance. Client shall be responsible for all Users’ compliance with this Agreement and use commercially reasonable efforts to prevent unauthorized access to or use of the Services. Client shall comply with all applicable laws, standards, and regulations and will not use the Services in a manner not specified or permitted by Vector Solutions.

#### 2.2. Identify Named Users.

2.2.1. A “**Named User**” is defined as Client’s employees, consultants, contractors, and agents: (a) who are authorized by Client to access and use the Services during each contract year of the Agreement; and (b) for whom access to the Services is purchased hereunder.

2.2.2. For Clients accessing and using the Services, Client shall: (a) provide a listing of its designated/enrolled Named Users; (b) cause each of its Named Users to complete a unique profile if not created by Vector Solutions on their behalf; (c) timely maintain user database by adding a unique profile for each new Named User; and (d) when purchasing asset inventory management Services, identify stations, vehicles, drug safes, and other service specific details, as may be applicable.

2.2.3. Additional Named Users. Additional Named Users added after the Effective Date shall be billed at the full per Named User fee. Such additional Named Users shall become part of the Minimum Annual Commitment for subsequent years on the anniversary date of each contract year or upon renewals under the Agreement.

2.2.4 Client agrees to pay for the number of Users using or licensed to access the Services in a given contract year.

2.2.5 Subject to the Minimum Annual Commitment, if any, set forth in Schedule A, annual fees for Client’s use of the Services will be based upon the actual number of Named Users (i.e., actual Users plus Named Users) in a given contract year. Named Users inactivated in a given contract year will not count towards the total number of Named Users in the year following such inactivation, unless reactivated.

2.3. Future Functionality. Client agrees that its purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any comments regarding future functionality or features.

### 3. FEES AND PAYMENTS.

3.1. Fees. Client will pay for the Services in accordance with the fee schedule in Schedule A attached to this Agreement. Fees, both during the Initial Term, as well as any Renewal Terms, shall be increased by 3.0% per year. Changes in Named User counts will be reflected in the annual contract amount from that period forward for all Users.

3.2. Payments. All fees due under this Agreement must be paid in United States dollars or Canadian Dollars, as applicable to Client’s location. Such charges will be made in advance, according to the frequency stated in Schedule A. Vector Solutions will invoice in advance, and such invoices are due and payable thirty (30) days after the invoice date (“Due Date”). All fees collected by Vector Solutions under this Agreement are fully earned when due and nonrefundable when paid. Any fees unpaid for more than ten (10) days past the Due Date shall bear interest at 1.5% per month

3.3. Suspension of Service for Overdue Payments. Vector Solutions shall have the right, in addition to all other rights and remedies to which Vector Solutions may be entitled, to suspend Client’s Named Users access to the Services without notice until all overdue payments are paid in full. Suspension of Client’s use of the Services or termination of the Agreement for Client’s violation of the terms of this Agreement will not change the Client’s obligation to pay any and all fees and expense reimbursements due for the applicable Term. In addition, Vector Solutions may suspend, terminate, or otherwise deny Client’s or any Named User’s access to or use of all or any part of the Services, without incurring any resulting obligation or liability, if: (a) Vector Solutions receives a judicial or other governmental demand or order, subpoena, or law enforcement request that expressly or by reasonable implication requires Vector Solutions to do so; or (b) Vector Solutions believes, in its good faith and reasonable discretion, that: (i) Client or any Named User has failed to comply with any term of this Agreement, or accessed or used the Services beyond the scope of the rights granted or for a purpose not authorized under this Agreement; or (ii) Client’s use of the Services represents a direct or indirect threat to its network function or integrity or to Vector Solutions’ other customers’ ability to access and use the Services; or (iii) Client or any Named User is, has been, or is likely to be involved in any fraudulent, misleading, or unlawful activities relating to or in connection with any of the Services; or (iv) this Agreement expires or is terminated. This Section 3.3 does not limit any of Vector Solutions’ other rights or remedies, whether at law, in equity, or under this Agreement.

3.4. Taxes. All fees under this Agreement exclude all sales, use, value-added taxes, and other taxes and government charges, whether federal, state or foreign, and Client will be responsible for payment of all such taxes (other than taxes based on Vector Solutions’ income), fees, duties, and charges, and any related penalties and interest, arising from the payment of any and all fees under this Agreement including the access to or performance of the Services hereunder. If Vector Solutions has a legal obligation to pay or collect taxes for which Client is responsible under the Agreement, then the appropriate amount will be invoiced to and paid by Client, unless Client claims tax exempt status for amounts due under this Agreement and provides Vector Solutions a valid tax exemption certificate (authorized by the applicable governmental authority) promptly upon execution of this Agreement. If any taxes shall be required by law to be deducted or withheld from any fee payable hereunder by Client to Vector Solutions, Client shall, after making the required deduction or withholding, increase such fee payable as may be necessary to ensure that Vector Solutions shall receive an amount equal to the fee it would have received had no such deduction or withholding been made.

### 4. INTELLECTUAL PROPERTY RIGHTS.

4.1. Vector Solutions alone (and its licensors, where applicable) shall own all rights, title and interest in and to Vector Solutions’ software, website or technology, the course content, translations, compilations, partial copies, modifications, and updates, and the Services provided by Vector Solutions, as well as any and all suggestions, ideas, enhancement requests,



feedback, recommendations or other information provided by Client (collectively "Feedback"), and this Agreement does not convey to Client any rights of ownership to the same. Vector Solutions may use such Feedback given by Client to improve the Services, and such use shall not be deemed to confer any property rights to the Services to the Client. The Vector Solutions name and logo are trademarks of Vector Solutions, and no right or license is granted to Client to use them.

4.2. Client recognizes that Vector Solutions regards the software it has developed to deliver the Services as its proprietary information and as confidential trade secrets of great value. Client agrees not to provide or to otherwise make available in any form the software or Services, or any portion thereof, to any person other than authorized Named Users of Client without the prior written consent of Vector Solutions. Client further agrees to treat the Services with at least the same degree of care with which Client treats its own confidential information and in no event with less care than is reasonably required to protect the confidentiality of the Services.

4.3. Except as otherwise agreed in writing or to the extent necessary for Client to use the Services in accordance with this Agreement, Client shall not: (a) copy the course content in whole or in part; (b) display, reproduce, create derivative works from, transmit, sell, distribute, rent, lease, sublicense, transfer or in any way exploit the course content or Services in whole or in part; (c) embed the course content into other products; (d) use any trademarks, service marks, domain names, logos, or other identifiers of Vector Solutions or any of its third party suppliers; (e) reverse engineer, decompile, disassemble, or access the source code of any Vector Solutions Services or software; (f) alter or tamper with the Services and/or associated documentation in any way; (g) attempt to defeat any security measures that Vector Solutions may take to protect the confidentiality and proprietary nature of the Services; (h) remove, obscure, conceal, or alter any marking or notice of proprietary rights that may appear on or in the Services and/or associated documentation; or (i) except as permitted by this Agreement, knowingly allow any individual or entity under the control of Client to access Services without authorization under this Agreement for such access.

4.4. If Client chooses to participate by uploading its information to its shared resource sections of Vector Solutions' website, Client hereby authorizes Vector Solutions to share any intellectual property owned by Client ("User Generated Content") that its Users upload to the shared resources section of Vector Solutions' website with Vector Solutions' third-party customers and users that are unrelated to Client ("Other Vector Solutions Customers"); provided that Vector Solutions must provide notice to Client's users during the upload process that such User Generated Content will be shared with such Other Vector Solutions Customers.

## 5. TERM, TERMINATION, AND NOTICE.

5.1. **Term.** The term of this Agreement shall commence on the Effective Date and will remain in full force and effect for the term indicated in Schedule A ("**Term**"). Upon expiration of the Initial Term, this agreement shall automatically renew for successive one (1) year periods (each, a "**Renewal Term**"), unless notice is given by either party of its intent to terminate the Agreement, at least sixty (60) days prior to the scheduled termination date. Upon expiration or early termination of this Agreement pursuant to Section 5.2 (Termination for Cause) below access to the Services may remain active for thirty (30) days solely for purpose of Company's record keeping (the "**Expiration Period**"). Any access to or usage of the Services following the Expiration Period shall be deemed Client's renewal of the Agreement under the same terms and conditions.

5.2. **Termination for Cause.** Either Party may terminate this Agreement, effective upon written notice to the other Party (the "**Defaulting Party**"), if the Defaulting Party materially breaches this Agreement, and such breach is incapable of cure, or with respect to a material breach capable of cure, the Defaulting Party does not cure such breach within thirty (30) days after receipt of written notice of such breach.

5.3. **Notice.** All required notices hereunder by either Party shall be given by personal delivery (including reputable courier service), fees prepaid, or by sending such notice by registered or certified mail return receipt requested, postage prepaid, and addressed as set forth on the last page of this Agreement. Such notices shall be deemed to have been given and delivered upon receipt or attempted delivery (if receipt is refused), as the case may be, and the date of receipt identified by the applicable postal service on any return receipt card shall be conclusive evidence of receipt. Either Party, by written notice to the other as above described, may alter the address for receipt by it of written notices hereunder.

## 6. MUTUAL WARRANTIES AND DISCLAIMER.

6.1. **Mutual Representations & Warranties.** Each party represents and warrants to the other Party that: (a) it is duly organized, validly existing, and in good standing as a corporation or other entity under the Laws of the jurisdiction of its incorporation or other organization; (b) it has the full right, power, and authority to enter into and perform its obligations and grant the rights, licenses, consents, and authorizations it grants or is required to grant under this Agreement; (c) the execution of this Agreement by its representative whose signature is set forth at the end of this Agreement has been duly authorized by all necessary corporate or organizational action of such party; and (d) when executed and delivered by both parties, this Agreement will constitute the legal, valid, and binding obligation of such party, enforceable against such party in accordance with its terms.

6.2. **Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY

APPLICABLE LAW. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE SERVICES IS WITH CLIENT. VECTOR SOLUTIONS DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SERVICES WILL MEET CLIENT'S REQUIREMENTS OR THAT THE OPERATION OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. THE SERVICES AND ASSOCIATED DOCUMENTATION ARE PROVIDED "AS IS," AND VECTOR SOLUTIONS PROVIDES NO OTHER EXPRESS, IMPLIED, STATUTORY, OR OTHER WARRANTIES REGARDING THE SERVICES OR ASSOCIATED DOCUMENTATION.

WORKPLACE SAFETY IS YOUR RESPONSIBILITY. THAT DUTY CANNOT BE DELEGATED AND VECTOR SOLUTIONS ACCEPTS NO DELEGATION OF THAT DUTY. VECTOR SOLUTIONS WILL ASSIST YOU BY PROVIDING SPECIFIC SERVICES FOR WHICH YOU HAVE CONTRACTED.

6.3. Disclaimer of Third-Party Content If Client uploads third-party content to the Vector Solutions platform, such third-party content providers are responsible for ensuring their content is accurate and compliant with national and international laws. Vector Solutions is not and shall not be held responsible or liable for any third-party content or Client's use thereof. THERE IS NO WARRANTY OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY, REGARDING THIRD PARTY CONTENT ACCESSIBLE THROUGH THE SOFTWARE.

6.4 No employee or agent of Vector Solutions is authorized to make any warranty other than that which is specifically set forth herein. The provisions in any specification, brochure, or chart issued by Vector Solutions are descriptive only and are not warranties.

## 7. LIMITATION ON LIABILITY.

EXCEPT AS IT RELATES TO CLAIMS RELATED TO SECTION 8 (INDEMNIFICATION): (A) IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, FOR SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT; AND (B) THE TOTAL LIABILITY OF EITHER PARTY FOR ANY AND ALL DAMAGES, INCLUDING, WITHOUT LIMITATION, DIRECT DAMAGES, SHALL NOT EXCEED THE AMOUNT OF THE TOTAL FEES DUE TO, OR ALREADY PAID TO, VECTOR SOLUTIONS FOR THE PRECEDING TWELVE (12) MONTHS.

7.1. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WHATEVER THE LEGAL BASIS FOR THE CLAIM, UNDER NO CIRCUMSTANCES SHALL VECTOR SOLUTIONS BE LIABLE TO CLIENT, ANY AFFILIATE, ANY THIRD PARTY OR CLIENT'S USERS FOR ANY CLAIM, CAUSE OF ACTION, DEMAND, LIABILITY, DAMAGES, AWARDS, FINES, OR OTHERWISE, ARISING OUT OF OR RELATING TO PERSONAL INJURY, DEATH, OR OTHER HARM CAUSED FROM USE OF OR RELIANCE ON THE CONTENT OF THE COURSES. CLIENT, ITS AFFILIATES, EMPLOYEES, CONTRACTORS, AGENTS, USERS, AND REPRESENTATIVES RELY ON THE CONTENT OF THE COURSES AT THEIR OWN RISK.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN TYPES OF DAMAGES SO, SOLELY TO THE EXTENT SUCH LAW APPLIES TO CLIENT, THE ABOVE LIMITATIONS AND EXCLUSIONS MIGHT NOT APPLY TO CLIENT.

## 8. INDEMNIFICATION.

8.1. Indemnification by Vector Solutions. Vector Solutions shall indemnify and hold the Client harmless from any and all claims, damages, losses and expenses, including but not limited to reasonable attorney fees, arising out of or resulting from any third-party claim that any document, course, or intellectual property provided by or uploaded to the Vector Solutions platform by Vector Solutions infringes or violates any intellectual property right of any person.

8.2. Indemnification by Client. To the extent permitted by applicable law, Client shall indemnify and hold Vector Solutions harmless from any and all claims, damages, losses and expenses, including but not limited to reasonable attorney fees, arising out of or resulting from any third party claim that any document, course, or intellectual property owned by Client or uploaded to the Vector Solutions' platform by Client infringes or violates any intellectual property right of any person.

## 9. MISCELLANEOUS.

9.1 Assignment. Neither party may assign or delegate its rights or obligations pursuant to this Agreement without the prior written consent of the other, provided that such consent shall not be unreasonably withheld. Notwithstanding the foregoing, Vector Solutions may freely assign or transfer any or all of its rights without Client consent to an affiliate, or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets.

9.2. California Consumer Privacy Act (CCPA). Insofar as Vector Solutions will be processing personal information subject to the California Consumer Privacy Act, sections 1798.100 to 1798.199, Cal. Civ. Code (2018) as may be amended as well as all regulations promulgated thereunder from time to time ("CCPA"), on behalf of the Client in the course of the performance of the Services hereunder, the terms "California consumer," "business purpose," "service provider," "sell" and "personal information" shall carry the meanings set forth in the CCPA.

9.2.1 CCPA Disclosures: To the extent the CCPA applies to the processing of any personal information by Vector Solutions pursuant to the Client's instructions in relation to this Agreement, the following also apply: (a) The Parties have read and understand the provisions and requirements of the CCPA and shall comply with them; (b) It is the intent of the Parties that the sharing or transferring of personal information of California consumers from the Client to Vector Solutions during the course of Vector Solutions' performance of this Agreement does not constitute selling of personal information as that term is defined in the CCPA, because the Client is not sharing or transferring such data to Vector Solutions for valuable consideration; (c) Vector Solutions will only use personal information for the specific purpose(s) of performing the Services, including any Schedules and Statements of Work attached hereto, and within the direct business relationship with the Client.

9.3. Export Regulations. All Content and Services and technical data delivered under this agreement are subject to applicable US and Canadian laws and may be subject to export and import regulations in other countries. You agree to comply strictly with all such laws and regulations and acknowledge that you have the responsibility to obtain such licenses to export, re-export, or import as may be required after delivery to you.

9.4. Force Majeure. In no event will either Party be liable or responsible to the other Party or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, (except for any obligations to make payments) when and to the extent such failure or delay in performing is due to, or arising out of, any circumstances beyond such Party's control (a "Force Majeure Event"), including, without limitation, acts of God, strikes, lockouts, war, riots, lightning, fire, storm, flood, explosion, interruption or delay in power supply, computer virus, governmental laws, regulations, or shutdown, national or regional shortage of adequate power or telecommunications, or other restraints.

9.5. No Waiver. No waiver, amendment or modification of this Agreement shall be effective unless in writing and signed by the parties.

9.6. Severability. If any provision of this Agreement is found to be contrary to law by a court of competent jurisdiction, such provision shall be of no force or effect; but the remainder of this Agreement shall continue in full force and effect.

9.7. Survival. All provisions of this Agreement (including without limitation those pertaining to confidential information, intellectual property ownership, and limitations of liability) that would reasonably be expected to survive expiration or early termination of this Agreement will do so.

9.8. Purchase Orders. Client may issue a purchase order for its convenience only, it being agreed by the Parties that the terms and conditions of this Agreement shall control. Any terms or conditions included in a purchase order or similar document issued by Client that conflict with the terms and conditions of this Agreement will not apply to or govern the transaction resulting from the purchase order, unless both Parties expressly agree in writing to the particular conflicting term or condition, in which event the agreed term or condition will apply only with respect to that particular purchase order.

9.9. Entire Agreement. This Agreement and its exhibits represent the entire understanding and agreement between Vector Solutions and Client, and supersedes all other negotiations, proposals, understandings, and representations (written or oral) made by and between Vector Solutions and Client. Client acknowledges and agrees that the terms of this Agreement are incorporated in, and are a part of, each purchase order, change order, or Schedule related to the provision of Services by Vector Solutions.

*This Space Intentionally Left Blank – Signature Page Immediately Follows*

The Parties have executed this Agreement by their authorized representatives as of the last date set forth below.

TargetSolutions Learning, LLC d/b/a Vector Solutions  
4890 W. Kennedy Blvd., Suite 300  
Tampa, FL 33609

City of Sheboygan Fire Department (WI)  
1326 North 25th Street  
Sheboygan, WI 53081

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: Kegan Konrady

Printed Name:

Title: Director of Sales

Title:

Date: \_\_\_\_\_

Date: \_\_\_\_\_

VIII

R. C. No. 106- 22 - 23. By FINANCE AND PERSONNEL COMMITTEE. October 3, 2022.

Your Committee to whom was referred Res. No. 70-22-23 by Alderpersons Mitchell and Filicky-Peneski approving Policy Number HR 141 FML titled "Family Medical Leave Policy."; 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

Res. No. 70 - 22 - 23. By Alderpersons Mitchell and Filicky-Peneski.  
September 19, 2022.

A RESOLUTION approving Policy Number HR 141 FML titled "Family Medical Leave Policy."

WHEREAS, this Family Medical Leave Policy was created in part due to the hiring of an outside agency to assist with FMLA administration, but also to bring the policy up-to-date.

NOW, THEREFORE, BE IT RESOLVED: That the Common Council hereby indicates their support for and approves Policy Number HR 141 FML, a copy of which is attached hereto.

FP

R Filicky-Peneski

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



<b>Title:</b> Family Medical Leave Policy		<b>Policy Number:</b> HR 140	Item 10.
<b>Author:</b> Sandy Rohrick (2014) Charles Adams (2022 revisions)		<b>Created:</b> 01/24/2014 <b>Revision:</b> 09/19/2022	
<b>Scope:</b> Non-Rep City Employees	<b>Print Date:</b> 9/16/22	9:52 AM	<b>Page</b> 1 of 7

## 1.0 Purpose

This policy outlines the provisions of the federal and Wisconsin Family and Medical Leave Acts and the rights and obligations of employees and employers under both laws.

(NOTE: There is a previous policy, HR 140 FML, which is titled "Family Medical Leave Policy." However, that policy covered many more items than simply FMLA Benefits. That policy is repealed as it relates to Family Medical Leave Act policies, Paragraph 3.6) The remainder of the policy remains in effect as amended by annual changes to the Employee Benefits Plan.)

## 2.0 Scope

This policy applies to all employees of the City of Sheboygan.

## 3.0 Policy

### A. General Policy and Disclaimers

It is the policy of the City of Sheboygan to comply with all applicable State and Federal laws concerning military family leave, family leave, medical leave, or caretaking leave.

This policy applies only to leave designated under State or Federal law. Leave designated under this policy may overlap or duplicate leave available under collective bargaining policies or other personnel policies. Sick leave, vacation, and leave of absence provisions under any collective bargaining agreements remain in effect.

Leave provided by the City which is taken for the same reasons as leave covered by the FMLA is not in addition to leave provided under the FMLA. If leave qualifies for family or medical leave under either or both the Federal and State laws, the leave used counts against the employee's entitlement under both State and Federal FMLA concurrently. Leave covered by the FMLA will be deducted from the entitlement under the FMLA.

Both State and Federal Family and Medical Leave entitlement will be counted based on a calendar year (January-December).

### B. Eligibility

Employees are entitled to FMLA benefits as follows.

#### 1. Federal FMLA

In order for employees to be eligible for leave under the Federal Family Medical Leave provisions, they must have been employed by the City of Sheboygan for at least 12 months (whether consecutive or not) and have worked at least 1,250 hours during the 12 months prior to the start of the requested leave.

- Any absence from work due to military service covered under the Uniformed Services Employment and Reemployment Rights Act (USERRA) must be counted toward the employee's 12-month employment period when determining FMLA eligibility.
- Time spent on paid or unpaid leave does not count in determining the 1,250-hour eligibility

#### 2. State FMLA

In order for employees to be eligible for leave under the Wisconsin Family Medical Leave provisions, they must have been employed by the City of Sheboygan for at least 52 consecutive weeks and must have been paid for at least 1,000 hours during the 52 weeks prior to the start of the FMLA leave. If an employee is maintained on the payroll for any part of the week, the week counts as a week of employment.



<b>Title:</b> Family Medical Leave Policy		<b>Policy Number:</b> HR 14	Item 10.
<b>Author:</b> Sandy Rohrick (2014) Charles Adams (2022 revisions)		<b>Created:</b> 01/24/2014 <b>Revision:</b> 09/19/2022	
<b>Scope:</b> Non-Rep City Employees	<b>Print Date:</b> 9/16/22	9:52 AM	<b>Page</b> 2 of 7

## C. Benefits

### 1. Federal FMLA

Federal law allows employees a total of 12 weeks for:

- a. Family leave for the birth of an employee's child or because of the placement of a child with the employee for adoption or foster care. Federal law requires that leave conclude within 12 months after the birth.
- b. Family leave to care for a child, legal ward, spouse, parent, or covered servicemember suffering from a serious health condition.
- c. Medical leave for an employee to care for their own serious health condition which renders them unable to perform the essential functions of the job.
- d. Exigency leave due to a spouse, child, or parent who is on active military duty or who has been notified of an impending call to active duty status in the National Guard or Reserves, in support of a contingency operation. Also included are servicemembers in the regular armed forces who are on active duty in a foreign country or are called to active duty in a foreign country.
  - i. Eligible employees may take leave to care for a military member's parent who is incapable of self-care when the care is necessitated by the member's covered active duty.
  - ii. The amount of time an eligible employee may take for Rest and Recuperation qualifying exigency leave is expanded to a maximum of 15 calendar days.

Federal law allows employees a total of 26 weeks of leave in a single 12-month period (regardless of calendar year) for caring for a spouse, son, daughter, parent, or next of kin who is a covered servicemember/veteran recovering from a serious illness or injury sustained in the line of duty. A covered veteran is defined as an individual who was discharged or released at any time during the five (5) year period prior to the first date the eligible employee takes FMLA to care for the covered veteran. A dishonorable discharge disqualifies the veteran from coverage.

### 2. State FMLA

State law allows employees leave as follows:

- a. Up to six (6) weeks of family leave for the birth or adoption of a child. This leave must commence within 16 weeks of the birth or adoption of a child. If nonconsecutive leave is taken, the last increment of the nonconsecutive leave must commence no later than 16 weeks after the birth or adoption date.
- b. Up to two (2) weeks of family leave to care for a child, legal ward, spouse, domestic partner, or parent (including parents-in-law and parents of a domestic partner) suffering from a serious health condition.
- c. Up to two (2) weeks of medical leave for an employee to care for their own serious health condition which renders them unable to perform the essential functions of the job.
- d. Up to six (6) weeks of medical leave for bone marrow or organ donation, in accordance with the Bone Marrow and Organ Donation Leave law (Section 103.11 Wis. Stats.). [Note: This leave may run concurrent with FMLA if the bone marrow or organ donation qualifies as a serious health condition under Federal or State FMLA.]





**Title:** Family Medical Leave Policy

**Policy Number:** HR 1

Item 10.

**Author:** Sandy Rohrick (2014)  
Charles Adams (2022 revisions)

**Created:** 01/24/2014

**Revision:** 09/19/2022

**Scope:** Non-Rep City Employees

**Print Date:** 9/16/22 9:52 AM

**Page** 3 of 7

### 3. Concurrent Leave

Leave qualifying for both Wisconsin and federal FMLA leave will count against the employee's entitlement under both laws and will run concurrently. However, when the reason(s) for qualified leave differ, the leave may not run concurrently under federal and state law, and an employee may be entitled to more than 12 weeks of leave in a calendar year. This type of leave occurrence will be evaluated and reviewed with the employee at the time of the leave. Qualified leave taken under Worker's Compensation also will run concurrently with federal FMLA leave.

### 4. Non-Continuous or Intermittent Leave

Employees are permitted to take leave provided for in this subsection C on an intermittent (blocks of time) or reduced work schedule in no less than one-hour increments, as follows:

#### a. Federal FMLA

- i. To care for a sick family member or for an employee's own serious health condition when medically necessary, or when it is necessary to care for a family member or next of kin who suffered an injury or illness while on active duty.
- ii. To care for a newborn, adopted, foster child when approved in advance by the City.
- iii. For military family leave when approved in advance by the City.

Note: Employees requesting non-continuous federal FMLA leave that is foreseeable based on planned medical treatment for purposes of providing care to a child, spouse or parent with a serious health condition or for the employee's own serious health condition may be required to transfer temporarily to an available alternative position for which the employee is qualified and which better accommodates recurring periods of leave than the regular employment position of the employee. An employee temporarily transferred will receive the same pay and benefits, but may be assigned different duties.

- b. State FMLA for any purpose provided for in subsection C.2, so long as it does not unduly disrupt the department's operations.

The employee may not take, or be required to take, more leave than medically necessary to address the circumstances that caused the need for the leave.

### 5. Pregnancy-Related Conditions

The City does not discriminate against anyone who requests an excused absence for medical disabilities associated with pregnancy. Such leave requests will be evaluated according to the medical leave policy provisions outlined in this policy and all applicable laws.

Upon request, the City will consider providing reasonable accommodations for health conditions related to pregnancy or childbirth in accordance with all applicable laws. Depending on the accommodation requested, an employee may be required to provide medical substantiation of the need for accommodation. Accommodations may not be available if such health conditions prevent the performance of the essential functions of the employee's position.

Requests for accommodations or time off associated with pregnancy and/or childbirth that are not related to medical incapacity (such as time off for bonding, pre-birth house preparations, or child care) will be considered in the same manner as other requests for unpaid personal leave.

**Title:** Family Medical Leave Policy**Policy Number:** HR 14

Item 10.

**Author:** Sandy Rohrick (2014)  
Charles Adams (2022 revisions)**Created:** 01/24/2014**Revision:** 09/19/2022**Scope:** Non-Rep City Employees**Print Date:** 9/16/22 9:52 AM**Page** 4 of 7

## 6. Nursing Mothers

Under Section 4207 of the Patient Protection and Affordable Care Act of 2010, employees are allowed unpaid reasonable break time to express breast milk. Supervisors should, as much as possible and consistent with efficient operations, exercise the necessary flexibility to allow employees who wish to use paid breaks to express breast milk to do so even if do so falls outside of standard times for such breaks. The City shall provide appropriate private, lockable locations in each building no more than one floor away from the employee's work station. Bathroom facilities or facilities immediately adjacent to bathroom facilities are not appropriate locations.

## 7. Payments while on FMLA Leave

In general, both Wisconsin and federal FMLA leaves are unpaid. Under the Federal FMLA, the City of Sheboygan requires the leave to be charged against available and accrued paid leave (such as PTO, floating holidays, or compensatory time), including leave provided by a collective bargaining agreement. Under the Wisconsin FMLA, employees may choose substitute leave.

An employee on FMLA Leave will continue to accrue all benefits provided by City policies and collective bargaining agreements.

## 8. FMLA Leave for planned medical treatments

Employees who take medical leave should make reasonable efforts to schedule planned medical treatments so as not to unduly disrupt business operations.

## D. Procedure

### 1. Employee's Request

Employees requesting leave must submit a Request for Leave form to the Human Resources Department at least **30** days, or as soon as practicable, in advance of taking leave. If circumstances do not permit an employee to give notice in advance of taking leave, the employee must notify the Human Resources Department and submit the Request for Leave form as soon as reasonable and practical. This should be interpreted to mean within one to two working days of the employee learning of the need for leave. Failure to give timely notice may result in the delay or denial of FMLA leave and may subject you to discipline under Municipality policies.

In emergencies, if the leave request cannot be made by the employee in writing, the employee's supervisor will notify the Human Resources Department. The Human Resources Department will follow up with the employee or the employee's emergency contact in writing to obtain and record the information needed in a leave request.

Upon receipt of the request, the Human Resources Department must approve or deny the request, give reasons for any denial, and specify any additional information required as well as the employee's rights and responsibilities under federal and state FMLA, as applicable. Additionally, the Human Resources Department shall inform employees if leave will be designated as FMLA-protected or if it has determined that the leave is not FMLA-protected. The Human Resources Department shall also inform employees of the amount of leave counted against the employee's leave entitlement. Appeal of any denial or other adverse decision may be made first to the Human Resources Director, and then to Common Council, which may, at its discretion, provide for a committee thereof to hear such appeals.

When approving requests, the Human Resources Department shall provide a Designation Notice setting forth the designation of anticipated leave under federal and state FMLA law and any other designation that may be appropriate.



<b>Title:</b> Family Medical Leave Policy		<b>Policy Number:</b> HR 14	Item 10.
<b>Author:</b> Sandy Rohrick (2014) Charles Adams (2022 revisions)		<b>Created:</b> 01/24/2014 <b>Revision:</b> 09/19/2022	
<b>Scope:</b> Non-Rep City Employees	<b>Print Date:</b> 9/16/22	9:52 AM	<b>Page</b> 5 of 7

## 2. Medical Certifications

If the leave is for a family member's or the employee's serious health condition, the employee must submit a medical certification from the employee's or the family member's health care provider within **15** days. Documents containing family information must be kept confidential pursuant to the Genetic Information Nondisclosure Act (GINA).

If an employee does not provide the required certification by the designated deadline, or if the City determines that an employee's absence is not covered as FMLA leave, the leave may not be designated as Wisconsin and/or federal FMLA leave, and the employee may be subject to discipline under City attendance policies unless the employee uses accrued paid leave and/or is granted a non-FMLA leave of absence.

The City may require a second opinion and periodic certification. If a first and second opinion differ, the City may require the binding opinion of a third health care provider, approved jointly by the City and the employee and paid for by the City. When required by the City, second or third certifications shall be at the City's expense and periodic re-certifications shall be at the employee's expense. The City requires periodic reports during federal FMLA leave regarding the employee's status and intent to return to work.

## 3. Employer Designation

The City will require completion of FMLA documentation, including a Request for Leave, when an employee misses more than three (3) consecutive scheduled work days due to a qualifying FMLA event. If the leave is determined eligible, it will automatically be counted against the employee's FMLA entitlement. In such a case, the Human Resources Department shall provide a Designation Notice setting forth the designation of anticipated leave under federal and state FMLA law and any other designation that may be appropriate. Said notice shall also include any of the relevant information required by virtue of Subsection D.1 of this policy.

## 4. Worker's Compensation and Light Duty

Federal FMLA will run concurrent with worker's compensation provided that the injury meets the criteria for a "serious health condition", as defined by law. Substitution of accrued paid leave is not allowed for Worker's Compensation absences unless an applicable labor agreement provides otherwise.

If an employee accepts a light duty assignment while on worker's compensation, that time may not count against the employee's family or medical leave entitlement. If the light duty position is declined and the employee elects to stay on FMLA leave, the employee may give up their worker's compensation benefits.

## 5. Health Insurance Benefits

Group health insurance coverage will be maintained for employees while they are on FMLA leave, on the same terms as if the employee continued to work. The employee will be required to pay their regular portion of health insurance premium payments on a monthly basis.

The City may recover its share of health insurance premiums paid during a period of unpaid FMLA leave from an employee if the employee fails to return to work for a minimum of 30 calendar days after the expiration of the leave. The City may not collect the premiums if the reason the employee does not return is due to continuation, recurrence, or onset of a serious health condition that would entitle the employee to leave under FMLA, or other circumstances beyond the employee's control.

The City may discontinue health insurance benefits if the employee fails to make a premium payment within 30 days of the due date after providing written notice to the employee of the cancellation of coverage for non-payment.



**Title:** Family Medical Leave Policy

**Policy Number:** HR 14

Item 10.

**Author:** Sandy Rohrick (2014)  
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**Scope:** Non-Rep City Employees

**Print Date:** 9/16/22 9:52 AM

**Page** 6 of 7

## 6. Other Benefits

Other benefits under the City's Benefit plan may be continued during periods of unpaid FMLA leave, and arrangements should be made for employee's portion of the payments with the Human Resources Department.

## 7. Status While on Leave

During the leave, the employee must update the Human Resources Department at least every 30 days of their status with health care provider certification and the intention to return to work. The Human Resources Department will inform the employee's supervisor of the status of the employee's intention to return to work.

## 8. Extra Leave

Leave beyond the FMLA entitlement must be approved in advance and is subject to any collective bargaining agreements or policies and procedures.

## 9. Return to Work

The City shall provide all employees on FMLA a list of the essential functions of their position along with the "Designation Notice." All employees returning from FMLA for their own serious health condition must provide a Fitness for Duty statement signed by their treating physician and specifically indicating that the essential functions of the job can be performed. A form is available in the Human Resources Department that includes information about the requirement that the statement address the employee's ability to perform the essential functions. Upon return from FMLA leave, an employee shall be restored to his or her original position or, if the position is not vacant, to an equivalent position with equivalent pay, benefits and other terms and conditions of employment. Notwithstanding these provisions, before an employee who is unable to perform the functions of their job upon expiration of FMLA leave is terminated, the City shall consider whether other provisions of City policy or a collective bargaining agreement are applicable and whether the Americans with Disabilities Act, provisions of the Wisconsin Fair Employment Act, or other legal provisions are applicable.

Employees who return from an absence that they desire to be counted as FMLA must give notice within two days of returning to work. If notice is not timely, the employee may not assert FMLA protection.

## 10. Availability of Forms

Forms referred to in this section are available through the Human Resources Department. The Human Resources Director is responsible for maintaining, updating, and making available all such forms.

## E. Additional Provisions

### 1. Correspondence

Any correspondence sent to an employee on leave will be sent to their last known address filed with the Human Resources Department. Employees must notify the Human Resources Department of any change of address.

### 2. Falsification of Forms

An employee will be subject to disciplinary action up to and including discharge for falsifying any information required or requested as part of the process for receiving leave or benefits under the FMLA or this policy.



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<b>Author:</b> Sandy Rohrick (2014) Charles Adams (2022 revisions)		<b>Created:</b> 01/24/2014 <b>Revision:</b> 09/19/2022	
<b>Scope:</b> Non-Rep City Employees	<b>Print Date:</b> 9/16/22 9:52 AM		<b>Page</b> 7 of 7

### 3. Unlawful Acts by Employer

FMLA makes it unlawful for any employer to:

- a. Interfere with, restrain, or deny the exercise of any right provided under FMLA; and
- b. Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.



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## REVISIONS LOG

REVISION YEAR	DATE INTRODUCED TO SAL & GRIEV	MODIFICATION TO PRIOR NON-REP COMP PLAN	GENERAL ORDINANCE OR OTHER REF DOCUMENT
2014		Newly created procedure	

VIII

R. C. No. 107 - 22 - 23. By FINANCE AND PERSONNEL COMMITTEE. October 3, 2022.

Your Committee to whom was referred Res. No. 71-22-23 by Alderpersons Mitchell and Filicky-Peneski authorizing the appropriate City officials to execute a Recording and Broadcast Agreement between the City of Sheboygan and the County of Sheboygan; 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



Res. No. 71 - 22 - 23. By Alderpersons Mitchell and Filicky-Peneski.  
September 19, 2022.

A RESOLUTION authorizing the appropriate City officials to execute a Recording and Broadcast Agreement between the City of Sheboygan and the County of Sheboygan.

WHEREAS, The City owns and operates WSCS, a local access cable television station; and

WHEREAS, WSCS's mission is to make local government more accessible to the citizens of Sheboygan by providing a direct link to local government via television and the web; and

WHEREAS, pursuant to WSCS's mission, WSCS records and broadcasts meetings of the Sheboygan County Board of Supervisors; and

WHEREAS, the City owns aging recording and broadcast equipment (the "Equipment") housed in the control room of the Sheboygan County Board chambers in the Sheboygan County Courthouse, which needs replacement; and

WHEREAS, Sheboygan County desires to donate funds to allow WSCS to make needed replacements and repairs to the Equipment to allow the continued recording and broadcast of meetings of the County Board and to enter into a Recording and Broadcast Agreement setting forth the roles and responsibilities of the respective parties for continued cooperation in broadcasting airing County Board meetings to the public.



NOW, THEREFORE, BE IT RESOLVED: That the Director of Information Technology is hereby authorized to execute the Recording and Broadcast Agreement, a copy of which is attached hereto and incorporated herein.

R. Flick-Bush

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

## **Recording and Broadcast Agreement**

Between the City of Sheboygan and the County of Sheboygan

### **Background**

WSCS is a local access cable television station owned and operated by the City of Sheboygan ("City"). WSCS's mission is to make local government more accessible to the citizens of Sheboygan by providing a direct link to local government via television and the web. As such, WSCS records and broadcast meetings of the Sheboygan County Board of Supervisors ("County Board".) For that purpose, WSCS owns aging recording and broadcast equipment ("Equipment") housed in the control room of the Sheboygan County Board chambers in the Sheboygan County Court House. That equipment needs replacement.

Sheboygan County ("County") desires to donate funds to allow WSCS to make needed replacements and repairs to the Equipment to allow the continued recording and broadcast of meetings of the County Board. The parties have entered into this Agreement to set forth the roles and responsibilities of the respective parties for continued cooperation in broadcasting airing County Board meetings to the public.

### **County Responsibilities**

1. The County agrees to provide a one-time payment of \$30,000 to City towards the costs of replacement of the Equipment. Such funds will come from the Sheboygan County IT fund balance.
2. The County agrees that the Equipment is and shall continue to be owned by the City. As such, the County agrees to provide WSCS employees reasonable access to the Equipment and to use the same standard of care as used for County equipment to prevent access and use of said equipment by persons other than WSCS employees or persons with written authorization from the Director of WSCS.

### **City Responsibilities**

1. The City agrees that during the pendency of this Agreement, it will continue to provide a WSCS staff member to record County Board meetings and to provide airtime on WSCS to broadcast County Board Meetings.
2. The City agrees that it is solely responsible for all maintenance and repair costs for all broadcasting and recording equipment used by WSCS to air County Board meetings on television and on the Internet.
3. The City agrees and acknowledges the County shall not be responsible for wear and tear or unforeseen damage, except damage resulting from a breach of this Agreement by the County.

**Duration**

This Agreement will be in force upon approval of the Sheboygan County Finance Committee and the Common Council of the City of Sheboygan, and shall remain in effect through December 31, 2027 unless the Agreement is breached by the County or the City fails to appropriate funds to continue the work of WSCS. Thereafter, this agreement will automatically remain in place until sixty (60) days after written notice provided by the City to the County of its intent to discontinue providing its broadcasting services through WSCS.

**Sheboygan County**

**Date:** \_\_\_\_\_

\_\_\_\_\_  
**Christopher Lewinski, IT Director**

**WSCS**

**Date:** \_\_\_\_\_

\_\_\_\_\_

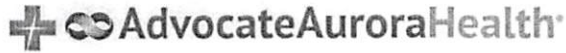
This Agreement is authorized by the City of Sheboygan Common Council pursuant to Res. \_\_\_\_-22-23

Com. No. 1 - 22 - 23. October 3, 2022.

Submitting a communication from James Slinkman, Senior Vice President, Associate General Counsel for Advocate Aurora Health regarding Aurora Sheboygan Memorial Medical Center Lot Line adjustment for the property commonly known as 2507 N. 7<sup>th</sup> Street, Sheboygan, WI.

Presented to the Common Council by Alderpersons Felde and Filicky-Peneski.

\_\_\_\_\_  
\_\_\_\_\_



Advocate Aurora Health  
3075 Highland Parkway  
Suite 600  
Downers Grove, IL 60515

T (630) 572-9393  
F (630) 990-4752  
advocateaurorahealth.org

Item 12.

September 26, 2022

**VIA OVERNIGHT DELIVERY:**

City of Sheboygan Common Council  
City Hall, 3<sup>rd</sup> Floor – Council Chambers  
828 Center Avenue  
Sheboygan WI 53081

c/o Alderperson and Council Vice President, Roberta Filicky-Peneski, District 2 (Wards 3, 4)  
([Roberta.filicky-peneski@sheboyganwi.gov](mailto:Roberta.filicky-peneski@sheboyganwi.gov))

c/o Alderperson and Council President, Barb Felde, District 1 (Wards 1, 2)  
([barbara.felde@sheboyganwi.gov](mailto:barbara.felde@sheboyganwi.gov))

**Re: Aurora Sheboygan Memorial Medical Center Lot Line adjustment for the property  
commonly known as 2507 N. 7<sup>th</sup> St. Sheboygan, WI (Property)**

Dear Common Council,

As discussed with Todd Wolf and Chuck Adams, we are in the process of working with the owner of the Property to adjust the property lot line. The lot line would be adjusted by moving the northern lot line of the Property ten (10) feet to the north of the existing lot line.

Pursuant to the terms of our Re-Development Agreement, we are seeking consent of the Common Council to adjust this property line. Please confirm when this can be added as a consent agenda item before the Common Council and we will have someone attend to answer any questions you might have. We look forward to your cooperation and please let me know if there are any questions related to this request. I can be reached at [james.slinkman@aah.org](mailto:james.slinkman@aah.org) or (630) 929-8155.

Very Truly Yours,

*Jim Slinkman*

James Slinkman  
Senior Vice President, Associate General Counsel

cc: Mayor Ryan Sorenson, City of Sheboygan (via email [ryan.sorenson@sheboyganwi.gov](mailto:ryan.sorenson@sheboyganwi.gov))  
Todd Wolf, City of Sheboygan, City Administrator (via email [todd.wolf@sheboyganwi.gov](mailto:todd.wolf@sheboyganwi.gov))  
Chuck Adams, City of Sheboygan, City Attorney. (via email [charles.adams@sheboyganwi.gov](mailto:charles.adams@sheboyganwi.gov))  
Jody Kraemer, Memorial Neighborhood Association President (via email [jodylkraemer0602@gmail.com](mailto:jodylkraemer0602@gmail.com))  
Aric Kinney (via email [aric.kinney@aah.org](mailto:aric.kinney@aah.org))  
Kari Wimmer (via email [kari.wimmer@aah.org](mailto:kari.wimmer@aah.org))

R. O. No. 67 - 22 - 23. By DIRECTOR OF PLANNING AND DEVELOPMENT.  
October 3, 2022.

Submitting the 2023 Business Improvement District (BID) Statement of Purpose, dated September 20, 2022, and the BID's 2023 Operating Budget.

\_\_\_\_\_  
Director of Planning & Development



# 2023 Statement of Purpose & Budget

Presented to the Executive Committee  
September 13, 2022

Approved by the Board of Directors  
September 20, 2022

Submitted to the City of Sheboygan  
September 20, 2022

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## BID STATEMENT OF PURPOSE (09/20/2022)

Wisconsin State Statute 66.1109 creates a financial tool that allows a municipality to levy a special assessment on property owners within a defined Business Improvement District (BID) upon petition of those property owners. The property owners in the BID district then use the assessment resources to maintain and enhance their business environment.

Property owners join with a municipality to create a BID in order to establish a strong organizational structure where individual concerns, as well as group goals can be addressed. Property owners maintain a direct role within the district, coordinating the use of funds from the pooled assessment, and implementing plans for the development, operation, maintenance and promotion of the BID area.

The Harbor Centre concept formed in 1990 was developed to utilize the historic strengths of the City - the lakefront, riverfront, and downtown. The concept recognizes the need for a coordinated development and marketing approach for the central part of Sheboygan. The concept coordinates and integrates public and private development, traffic and pedestrian circulation, parking, signage, lighting, and landscaping.

The Harbor Centre concept recognizes the individual identity of the downtown, riverfront, and lakefront and builds on the assets of each area. The BID is an important tool that will assist in the implementation of the Harbor Centre Master Plan, Sheboygan's Downtown Districts Plan, and any subsequent plans that impact or include the BID. Further, the BID will foster a positive image for the businesses within Harbor Centre and for the businesses within Harbor Centre and for the community as a whole. A prosperous central area (Harbor Centre) is as important as good schools, good parks, and good roads.

The BID funds will be used to support community and member-driven events and activities taking place in the district, provide streetscape beautification and enhancement, and support investments in the infrastructure and functionality of the district.

# BID BENEFICIARIES

The BID program is designed so that it benefits all business interests within the district.

**RETAILERS:** Money generated through the BID assessment is used to support programs that enhance the business climate in the Harbor Centre.

A comprehensive support program reinforces the existing promotional programs and supports members in creating new programs. Retailers benefit from promotions, traffic and a feeling of vitality created in the central area.

Retail establishments located in the Harbor Centre benefit from the improvements to the physical environment made possible through the organization of the BID. The overall effect of an attractive, clean, active district reflects positively on the businesses and improves each customer's experience.

**SERVICES PROVIDERS:** Service providers benefit from the proposed promotional activities as some of these events enhance the service industry as well.

Service providers located in the Harbor Centre benefit from the improvements to the physical environment made possible through the organization of the BID. The overall effect of an attractive, clean, active district reflects positively on the businesses and improves each customer's experience.

**INDUSTRIAL FIRMS:** Industrial firms located in the Harbor Centre benefit from the improvements to the physical environment made possible through the organization of the BID. The overall effect of an attractive, clean, active business reflects positively on a corporate image.

In addition, BID promotional events will provide a source of recreation and entertainment for employees before and after work and during lunch breaks.

**PROPERTY OWNERS:** Property owners benefit from the BID. Promotional and design programs increase the vitality in the area which, in turn, results in increased property values. Programs that bring increased interest and traffic to the area that are created and supported by the BID impact owners of vacant properties by increasing desirability of the district and exposing the public to available properties.

## BID BOARD OF DIRECTORS

The Board of Directors will manage the Business Improvement District. The Board will meet on a regular basis and will establish an executive committee to oversee the day-to-day activities of the BID. The Board will implement the operating plan and prepare annual reports on the district. The Board will also conduct an annual review and make necessary changes.

The Board shall consist of 12 members in size for two year staggered terms and are composed of five business agents, representing owners of commercial businesses in the district; six property owners, one at large member and one government member, representing the City of Sheboygan, all of whom are appointed by the Mayor and confirmed by the Common Council of the City of Sheboygan.

Board members should be representative of different areas within the district, including representation from a mix of business types. In addition, the Board may choose to have non-voting members representing co-beneficial partner organizations such as the Visit Sheboygan and Sheboygan County Economic Development Corporation.

## BID GOALS AND OBJECTIVES

To continue the promotion and development of the Business Improvement District, in 2023 the Board of Directors will again contract Green Bicycle Co. for district management, administration, development, and planning. With Green Bicycle Co.'s assistance in 2021-2022, the Harbor Centre Business Improvement District created a foundation for structure, communication, and partnership. Building on that foundation, the BID's work in 2023 will support the goals and objectives outlined below:

1. **MARKETING.** The BID will re-establish marketing efforts through social media, promotional assistance for key events, and the creation of promotional assets (i.e. destination itineraries, maps, photography). These elements will assist with marketing the BID to Sheboygan residents and visitors throughout the year.
2. **EVENTS.** The BID will work to identify key, collaborative, seasonal events to assist with coordination. Coordination includes working with BID business and other resources such as the City of Sheboygan Department of Public Works to plan for and execute events. Opportunities to connect with or expand existing events will be explored to leverage foot traffic and impact throughout the BID.
3. **COMMUNICATION.** The BID will continue creating transparent operations and communication with BID members to expand awareness, increase member engagement, and improve two-way communication between BID members and the Board of Directors and its committees.
4. **PARTNERSHIPS.** The BID aims to create synergy and efficiency through the enhancement of mutually beneficial connections with key local organizations, such as Visit Sheboygan, the City of Sheboygan, the Sheboygan County Chamber of Commerce, and others. These partnerships will help maximize resources, support the efficiency and effectiveness of these organizations, and will connect BID members to external opportunities to learn and grow.
5. **PLACEMAKING.** The BID will work to create a beautiful and enticing business district through supporting infrastructure and beautification efforts, and continuing to develop plans to improve the physical appearance and connectivity of the BID. Placemaking efforts will increase vibrancy by creating a welcoming atmosphere that connects locals and visitors to the BID.
6. **ADVOCACY.** The BID will connect with members to identify opportunities for processes or policies (e.g. outdoor seating). The BID will advocate for its members with partners such as the City of Sheboygan to advance or implement these processes or policies. Accountability will be part of committee and Board meetings to ensure progress.

## BID SPECIAL ASSESSMENT AND EXEMPTIONS

The activities proposed in this operating plan will be funded through annual special assessments. Assessments to meet the BID budget will be levied against each property within the district based on its most recent assessed value. Those properties which are used for commercial purposes and those used exclusively for manufacturing will be eligible for assessment.

The proposed BID assessment is \$2.78 per \$1,000 of assessed valuation. The property owners on leased City land will be assessed on the basis of the assessed value of their improvements on the property. In addition, the following minimums and maximums will apply

- a.) BID fee would be a minimum of \$250.00
- b.) BID fee would be a maximum of \$8,000.00

Real property used exclusively for residential purposes will not be assessed as required by Wisconsin Statute 66.1109. Properties which are exempt for paying property taxes such as public utilities, non-profit organizations, religious institutions, and governmental bodies are also exempt from the special assessment.

# BID OPERATING BUDGET

January - December 2023		
Income		
Income	Special Assessments; Interest	\$150,025
Total Income		\$150,025
Expenses		
Operations	Subcontractor; Rent; Insurance; Accounting; Website; Printing	\$60,000
Event/Marketing Support	Event Coordination and Planning Support; Social media; Promotions	\$34,025
Miscellaneous	Miscellaneous	\$1,000
Major District Investments/Enhancements	Major District Projects; Summer Decorations; Winter Decorations	\$55,000
Total Expenses		\$150,025

II

R. O. No. 69 - 22 - 23. By CITY CLERK. October 3, 2022.

Submitting a claim from Allstate a/s/o Matthew Friedl for alleged damages to vehicle when it was struck by a City of Sheboygan bus.

\_\_\_\_\_  
CITY CLERK

FIP

DATE RECEIVED 9-20-22

RECEIVED BY MKC

Item 14.

CLAIM NO. 15-22

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

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: Allstate a/s/o Matthew Friedl
2. Home address of Claimant: PO Box 660636 Dallas, TX 75266
3. Home phone number: 972 871 6262
4. Business address and phone number of Claimant: Same as above
5. When did damage or injury occur? (date, time of day) 8/13/2022 345pm
6. Where did damage or injury occur? (give full description) Geele Ave & N 6th Street
7. How did damage or injury occur? (give full description) Our insured was stopped at a stop sign, and planning to head southbound on North six Street when a city of Sheboygan bus traveling eastbound on Geele Avenue attempted to make a left hand turn to drive northbound on N. 6th St. and cut the turn to close and struck our stopped vehicle, causing damage to the driver side front end corner, driver side door and rear driver side door.
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: Jeffrey Bemis
  - (b) Claimant's statement of the basis of such liability: Claimant turned corner too tight causing impact
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
  - (b) Claimant's statement of basis for such liability: na
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 injuries

Item 14.

11. Name and address of any other person injured: n/a

12. Damage estimate: (You are not bound by the amounts provided here.)

Auto: \$ 10,054.32

Property: \$ 0.00

Personal injury: \$ 0.00

Other: (Specify below deductible \$ 1,500.00

TOTAL \$ 11,554.32

Damaged vehicle (if applicable)

Make: Toyota Model: Highlander Year: 2016 Mileage: 62,575

Names and addresses of witnesses, doctors and hospitals:

Witness Paul Werth 920 287 5774

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

*[Handwritten Signature]*

DATE

9/16/22

BY SIGNING THIS I ACKNOWLEDGE I HAVE READ AND UNDERSTAND THE INSTRUCTIONS

DATE RECEIVED 9.20.22

RECEIVED BY *[Handwritten Signature]*

CLAIM NO. 15-22

## CLAIM

Claimant's Name: Allstate a/s/o Matthew Friedl Auto \$ 10,054.32  
 Claimant's Address: PO Box 660636 Property \$  
 Dallas, TX 75266 Personal Injury \$  
 Claimant's Phone No. 972 871 6262 Other (Specify below) 500.00  
 Other being deductible TOTAL \$ 11,554.32

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 \$ 11,554.32.

SIGNED



DATE:

9/16/2022

ADDRESS:

8901 Ester Blvd Irving TX 75063

BY SIGNING THIS I ACKNOWLEDGE I HAVE READ AND UNDERSTAND THE INSTRUCTIONS.

MAIL TO: CLERK'S OFFICE  
 828 CENTER AVE #100  
 SHEBOYGAN WI 53081



CITY OF SHEBOYGAN  
828 CENTER AVE STE 105  
SHEBOYGAN WI 530814442

September 15, 2022

CLAIM NUMBER: 0680922713 F5G  
DATE OF LOSS: August 13, 2022  
OUR INSURED: MATTHEW FRIEDL  
YOUR FILE NUMBER:  
YOUR INSURED:  
ADDRESS:

PHONE NUMBER: 800-374-4246  
FAX NUMBER: 866-447-4293  
OFFICE HOURS: Mon - Fri 7:00 am - 6:00 pm

CITY STATE ZIP: , ,  
LOSS LOCATION: GEELE AVE AND N 6TH ST, Sheboygan,, WI  
AMOUNT OF LOSS: \$11,554.32

## Re: Subrogation Claim Notice

Dear CITY OF SHEBOYGAN,

Our investigation indicates your insured was responsible for the loss referenced above.

Please accept this letter as notice of our subrogation claim. Enclosed, you will find copies of the supporting documents for which we are seeking reimbursement. To assist you in your review, the following is a breakdown of our subrogation demand:

Auto Damage (Company Paid):	\$10,054.32
Rental:	\$
Towing:	\$
Other:	\$
Deductible (Customer Paid):	\$1,500.00
Salvage Recovery:	\$
Insured Out of Pocket (please send directly to our Insured):	\$626.54

Please forward your payment with our claim number to:

**Allstate Payment Processing Center**  
**P.O. BOX 650271**  
**Dallas, TX 75265 0271**

Be advised that any amounts received from you for less than the amount demanded will be considered an undisputed partial payment amount only, and we retain the right to pursue full payment.

We ask that you direct any future correspondence to the address listed at the top of this letter.

If corresponding by e-mail, please send to [claims@claims.allstate.com](mailto:claims@claims.allstate.com) and refer to the Allstate claim number on the subject line. Thank you.

0680922713 F5G

Sincerely,

***RIKKI WEST***

RIKKI WEST  
800-374-4246 Ext. 8716262  
Allstate Property and Casualty Insurance Company

0680922713 F5G

Report Date: 09/15/2022

**Payment Ledger**

Policy Holder:	LISA A AND MATTHEW J FRIEDL	Total Amount Paid	\$10,054.32
Participant:	MATTHEW FRIEDL	Medical Deductible:	\$0.00
Date of Loss:	08/13/2022	Co-payment Amount	\$0.00
Claim Number:	0680922713		

Payment/Credit Date	Payee/Payor	Check#	Amount
09/12/2022	CRASH CHAMPIONS - WEST BEND	14325	\$ 10,054.32

**Crash Champions - West Bend**  
3000 W Washington St, West Bend, WI 53095  
Phone: (262) 306-1900  
FAX: (262) 306-3460

Workfile ID: d1ec558  
PartsShare: 6Vb32  
Federal ID: 47-1529314  
State ID: NA  
Federal EPA: NA  
State EPA: NA

Item 14.

**Supplement of Record 5 with Summary**

**RO Number: 14003868**

Written By: Dan Ehlke, 9/6/2022 1:40:45 PM

Insured: FRIEDL, MATTHEW      Policy #: 000912858835      Claim #: 000680922713D01  
Type of Loss: Collision      Date of Loss: 8/13/2022 3:45 PM      Days to Repair: 30  
Point of Impact: 11 Left Front

**Owner:**

FRIEDL, MATTHEW  
4512 WHITE OAK LN  
SHEBOYGAN, WI 53083  
(920) 254-8517 Cell

**Inspection Location:**

Crash Champions - West Bend  
3000 W Washington St  
West Bend, WI 53095  
Repair Facility  
(262) 306-1900 Business

**Insurance Company:**

ALLSTATE PROPERTY & CASUALTY  
Allstate Property and Cas  
HOME OFFICE CLAIMS  
Northbrook

**VEHICLE**

2016 TOYO Highlander LE AWD 4D UTV 6-3.5L Gasoline Sequential MPI Black Pri

VIN: 5TDBKRFH1GS251153      Interior Color:      Mileage In: 62,575      Vehicle Out: 9/6/2022  
License: 657-RPJ      Exterior Color: Black Pri      Mileage Out:      Job #: DENNIS/chris  
State: WI      Production Date: 1/2016      Condition:      S

**TRANSMISSION**

Automatic Transmission  
Overdrive  
4 Wheel Drive

**POWER**

Power Steering  
Power Brakes  
Power Windows  
Power Locks  
Power Mirrors  
Heated Mirrors

**DECOR**

Dual Mirrors  
Privacy Glass  
Console/Storage  
Overhead Console

**CONVENIENCE**

Air Conditioning  
Intermittent Wipers  
Tilt Wheel  
Cruise Control  
Rear Defogger  
Keyless Entry  
Message Center  
Steering Wheel Touch Controls  
Rear Window Wiper  
Telescopic Wheel

Climate Control  
Dual Air Condition  
Backup Camera

**RADIO**

AM Radio

FM Radio

Stereo  
Search/Seek  
CD Player  
Auxiliary Audio Connection

**SAFETY**

Drivers Side Air Bag  
Passenger Air Bag  
Anti-Lock Brakes (4)  
4 Wheel Disc Brakes  
Traction Control  
Stability Control  
Front Side Impact Air Bags  
Head/Curtain Air Bags  
Hands Free Device

**ROOF**

Luggage/Roof Rack

**SEATS**

Cloth Seats  
Bucket Seats  
3rd Row Seat

**WHEELS**

Aluminum/Alloy Wheels

**PAINT**

Clear Coat Paint  
Metallic Paint

**OTHER**

Fog Lamps  
Rear Spoiler  
Signal Integrated Mirrors  
California Emissions



## RO Number: 14003868

2016 TOYO Highlander LE AWD 4D UTV 6-3.5L Gasoline Sequential MPI Black Pri

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1		<b>FRONT BUMPER</b>					
2	R&I	License bracket				0.2	
3		O/H front bumper				2.2	
4	**	Repl A/M Bumper cover	521190E925	1	<u>182.00</u>	Incl.	3.0
		Note: Morrison Auto					
5		Add for Clear Coat					1.2
6		Add for fog lamps				0.4	
7	**	Repl Opt OEM Lower cover	521290E010	1	<u>185.00</u>	Incl.	
		Note: Torn					
8	**	S03 Repl A/M LT Lamp bezel w/o LED running lamp w/fog lamps	520400E020	1	<u>82.00</u>	Incl.	
9		Repl LT Side retainer tape	758950E010	1	6.58		
10		Repl RT Side retainer tape	758950E010	1	6.58		
11		Repl LT Side retainer clip	5387950020	1	9.42		
12	**	Repl Opt OEM LT Side support	521460E060	1	<u>25.00</u>	Incl.	
13	**	S03 Repl A/M CAPA Energy absorber	526110E091	1	32.00	Incl.	
14	**	Repl Opt OEM Impact bar (UHS)	520210E040	1	<u>345.00</u>	0.4	
15	*	R&I Center grille				Incl.	
16	**	S03 Repl Opt OEM LT Tow brkt cover	521280E926	1	<u>12.07</u>	Incl.	0.2
		Note: MISSING					
17		<b>GRILLE</b>					
18	R&I	R&I grille assy				Incl.	
19		<b>FRONT LAMPS</b>					
20	**	Repl A/M CAPA LT Headlamp assy w/o smoke accent	811500E180	1	<u>253.50</u>	0.3	
		Note: Morrison Auto					
21		R&I RT Headlamp assy w/o smoke accent				0.3	
22	*	S02 Repl LKQ LT Fog lamp assy +25%	8122002160	1	<u>125.00</u>	Incl.	
23		R&I RT Fog lamp assy				Incl.	
24		<b>RADIATOR SUPPORT</b>					
25	R&I	Sight shield				0.2	
26	#	R&I Hood Alarm Switch				0.1	
27		Repl LT Side support w/o Hybrid	532030E070	1	190.26 s	3.2	0.5
28		Aim headlamps				0.5	
29		Evacuate & recharge			m	1.4 M	
30		Refrigerant recovery			m	0.4 M	
31	R&I	R&I upper tie bar			s	0.4	
32		Repl LT Radiator support brace	572260E060	1	20.63	0.2	0.2
33	R&I	LT Side shield				0.1	
34	*	Rpr Lower tie bar			s	<u>0.5</u>	<u>0.3</u>
		Note: Secondary Damage and spot refinish					
35		Overlap Minor Panel					-0.2



## RO Number: 14003868

2016 TOYO Highlander LE AWD 4D UTV 6-3.5L Gasoline Sequential MPI Black Pri

36			R&I	Lock support					0.2	
37			Repl	LT Fender mtg bkt plate	537180E070	1	26.66		0.2	0.2
38			Repl	Sight shield clip	9046707217	4	6.56			
39	*	S01	R&I	Front shield					Incl.	
40	COOLING									
41	*	S01	R&I	R&I radiator			m		2.5	
				Note: LABOR: Time includes R&I/R&R front shield, condenser and R&I shroud as an assembly.						
42	*	S01	R&I	R&I shroud as an assy			m		Incl.	
43			Repl	Duct	329170E010	1	122.20	m	Incl.	
44	**		Repl	A/M Trans cooler	3291048190	1	160.00	m	1.0	
45			Repl	Trans cooler mount bracket	3291348030	1	85.02			
46	#		Repl	Coolant (Extended life/OEM)		2	40.00			
				Note: Per Invoice						
47	AIR CONDITIONER & HEATER									
48	*	S01	R&I	Condenser assy w/o hybrid			m		Incl.	
49	HOOD									
50	#		R&I	Hood Switch					0.2	
51			R&I	R&I hood assy					0.6	
52	FENDER									
53			Repl	LT Outer rail extn (HSS)	571140E010	1	85.02	s	1.5	0.4
54	*		Sect	LT Rail assy w/o hybrid (HSS)	570280E041	1	732.01	s	5.3	0.8
				Note: LABOR: Time is after apron assembly and all necessary bolted-on parts are removed. Time does not include reinforcement bracket. Time is for complete replacement, for sectioning, see SECTIONING OPERATIONS.						
55				Overlap Minor Panel						-0.2
56	#		Repl	PLUG PLATE	90333-30008	4	8.84			
				Note: Plug on Rail section						
57	**		Repl	A/M LT Fender liner 3.5 liter standard cooling	538060E120	1	95.62		Incl.	
58			Repl	LT Mud guard	766220E010	1	36.98		0.2	
59	**		Repl	Opt OEM LT Wheel opng mldg	750860E010	1	100.00		Incl.	
60			Repl	LT Mud guard clip	7586706030	1	6.26			
61	**		Repl	Opt OEM LT Fender (HSS)	538020E100	1	263.00		2.3	2.2
62				Add for Edging						0.5
63			Repl	LT Mud guard grommet	90189A0008	2	2.98			
				Note: 2 of these are required.						
64			R&I	LT Shield					Incl.	
65			R&I	LT Molding assy painted black					Incl.	
66	*		Rpr	LT Front panel			s		1.0	0.3
				Note: Secondary Damage - Spot Refinsih after Fuse box						
67				Overlap Minor Panel						-0.2
68	*		Rpr	LT Inner reinf			s		0.2	0.2
				Note: Spot Refinish and repair for Rad support Repacement						
69				Overlap Minor Panel						-0.2
70	*		Rpr	LT Molding assy painted black					0.5	0.3
				Note: Backedg Damage						
71		S04	Repl	LT Molding assy pad	757930E070	2	19.94			

## RO Number: 14003868

2016 TOYO Highlander LE AWD 4D UTV 6-3.5L Gasoline Sequential MPI Black Pri

Note: PARTS: Part included with body side molding. Part cannot be reused/reinstalled.  
LT and RT per Invoice same number

72	<b>FRAME</b>						
73	#	Rpr	Unibody structural repair			2.0	F
			Note: Pull To Toyota Dimentions				
74	<b>ELECTRICAL</b>						
75	**	S02	Subl	A/M D&R wiring harness - LT Fog Lamp	1	120.00	
				Note: Per Invoice			
76			R&I	Battery 575 CCA		m	0.4
77	*		R&I	LT Relay box			<u>1.0</u>
				Note: Lift and Remove for Rad support Replacement			
78	#			D&R wiring harness	1		0.5
				Note: Loosen and remove for replace of parts			
79	<b>WHEELS</b>						
80	*	S01	Repl	LKQ LT/Front Wheel, alloy 18", type 2 gunmetal +25%	426110E440	1	<u>206.25</u> m <u>0.1</u>
				Note: Machined and painted dmaage			
81	<b>WINDSHIELD</b>						
82			R&I	LT Side molding			0.2
83			Repl	LT Side molding clip	755450E020	2	12.52
				Note: Mont clips broke			
84	<b>RESTRAINT SYSTEMS</b>						
85			R&I	Ft impact sensor LT		m	0.1
86	<b>ROOF</b>						
87			R&I	RT Drip molding front			0.4
88			R&I	RT Drip molding center			0.4
89			R&I	RT Drip molding rear			0.4
90			Blnd	LT Roof side panel outer			0.8
91	*		R&I	<u>Front rail</u>			<u>0.2</u>
92	*		R&I	<u>Rear rail</u>			<u>0.2</u>
93	<b>PILLARS, ROCKER &amp; FLOOR</b>						
94			R&I	LT Scuff plate rear w/o Hybrid			0.1
95			R&I	LT Surround w'strip rear			0.5
96	<b>FRONT DOOR</b>						
97	*		Rpr	<u>LT Outer panel (HSS)</u>			<u>2.5</u> 2.1
				Note: Front to back damage - Scratches and dings form impact			
98				Overlap Major Adj. Panel			-0.4
99	#			Basecoat Reduction	1		-0.3
100			R&I	LT Frame molding			0.3
101			R&I	LT Rocker molding painted black			0.3
102			Repl	LT Frame molding rivet	90269A0006	6	5.16
				Note: 6 of these are required.			
103			R&I	LT Belt molding			0.3
104			R&I	LT R&I mirror			0.3
105			R&I	LT Handle, outside w/o Smart			0.3

## RO Number: 14003868

2016 TOYO Highlander LE AWD 4D UTV 6-3.5L Gasoline Sequential MPI Black Pri

			Key black						
106	*	Rpr	LT Handle, outside w/o Smart Key black					0.3	0.4
107			Overlap Minor Panel						-0.2
108		Blnd	LT Cover black						0.1
109		R&I	LT Lock assy					0.4	
110		R&I	LT R&I trim panel					0.5	
111		R&I	LT Handle base					0.1	
			Note: LABOR: Time is after handle, outside is removed.						
112	*	R&I	LT Water shield					0.1	
113		Repl	LT Rocker molding pad	757930E040	1	12.53			
			Note: PARTS: Part included with body side molding. Part cannot be reused/reinstalled.						
114	*	R&I	LT Weatherstrip ROCKER OUTER, LH					0.1	
115	REAR DOOR								
116	*	R&I	LT Weatherstrip rear					0.2	
117		Repl	LT Weatherstrip front	678960E020	1	16.03		0.2	
			Note: PARTS: Part cannot be reused/reinstalled. LABOR: Time included with R&R door shell and outer panel.						
118	*	Rpr	LT Outer panel (HSS)					2.5	2.1
			Note: Front to back damage - Scratches and dings form impact						
119			Overlap Major Adj. Panel						-0.4
120	#	Refn	Basecoat Reduction						-0.3
121	*	R&I	LT Belt molding					0.3	
122	**	Repl	Opt OEM LT Lower molding	750780E010	1	64.00		0.3	
123		R&I	LT Rocker molding painted black					0.3	
124		R&I	LT Handle, outside black					0.3	
125		R&I	LT Handle base					0.1	
126	#	R&I	Rear Door Ajar Switch					0.1	
127	*	R&I	LT Door trim panel fabric black					0.6	
128	*	R&I	LT Water shield					0.1	
129	*	R&I	LT Door trim panel metallic accent black					0.6	
130		Repl	LT Stone guard	757480E010	1	16.18		0.2	
131		R&I	LT Striker					0.2	
132		Repl	LT Rocker molding pad	757970E030	1	12.53			
			Note: PARTS: Part included with body side molding. Part cannot be reused/reinstalled.						
133	QUARTER PANEL								
134	*	Rpr	LT Quarter panel w/o blind spot					6.5	2.9
			Note: Front Torn - weld tear - Rear Dented by bumper						
135			Overlap Major Adj. Panel						-0.4
136			Add for Lock Pillar						0.5
137	#	Refn	Basecoat Reduction						-0.3
138		R&I	LT Wheelhouse liner					0.3	
139		S02 Repl	LT Seal	616680E030	1	48.01		0.2	
			Note: PARTS: Part cannot be reused/reinstalled. LABOR: Time included with R&R quarter panel.						
140	#	Repl	Urethane Kit		1	15.00			

## RO Number: 14003868

2016 TOYO Highlander LE AWD 4D UTV 6-3.5L Gasoline Sequential MPI Black Pri

141	**	Repl	A/M LT Wheel opng mldg	750880E010	1	59.00	0.3	
142		R&I	LT Roof trim flaxen				0.1	
143		Repl	LT Quarter glass Toyota	627200E150	1	332.52	1.5	
			Note: PARTS: Part cannot be reused/reinstalled. LABOR: Time is after headliner is removed.					
144		R&I	LT Upper qtr trim rear flaxen				0.3	
145		R&I	LT Upper qtr trim front flaxen				0.2	
146		<b>REAR LAMPS</b>						
147		R&I	LT Combo lamp assy				0.3	
148		<b>REAR BUMPER</b>						
149	* <>	Rpr	Bumper cover w/o park assist				2.0	2.6
150			Overlap Major Non-Adj. Panel					-0.2
151			Clear Coat					2.5
152	#	Refn	Basecoat Reduction					-0.3
153		Repl	LT Mud guard	766260E010	1	64.88	0.2	
154		R&I	RT Mud guard				0.2	
155	*	R&I	Lower trim panel				0.7	
156	#	S04 Subl	4 WHEEL ALIGNMENT.		1	100.00	T	
			Note: Attached					
157	#		Corrosion Protection		1	12.00		
158	#		COVER CAR		1	5.00		
159	#		Flex Additive		1	7.00		
160	#		FRAME SET UP MEASURE		1		1.5	
			Note: Frame Damage					
161	#		Hazardous Waste		1	3.00		
162	#	S04 Subl	Tire Mount and Balance +20%		1	46.20		
			Note: Tire M/B Inc Fitting Kit as LKQ Sensor Bad.					
163		S02 R&I	LT Side support				0.1	
164		<b>VEHICLE DIAGNOSTICS</b>						
165	*	Rpr	Pre-repair scan			m	0.5	M
			Note: Pre-Scan necessary to inspect for loss related diagnostic trouble codes					
166	*	S04 Subl	Post-repair scan		1	Incl. X m		
167	#	S04 Subl	ADAS Calibration		1	170.00		
168		<b>MISCELLANEOUS OPERATIONS</b>						
169	#	S02 Repl	Mask jambs/openings		1	5.00	0.6	
			Note: LR door opening - Engine Bay, Primer					
170	#	S03	Feather edge prime and block		1	5.00	1.0	
			Note: Mask Body lines - Mask for primer and blkck - prep for paint					
171	#	S04 Repl	Fuel Charge		1	5.00		
			Note: Keystone - invoice attached.					
172	#	S05 Repl	Clips/retainers.		1	17.52		
			Note: Per invoice					
173			OTHER CHARGES					
174	#		Towing		1	761.00		
<b>SUBTOTALS</b>						<b>5,387.46</b>	<b>61.0</b>	<b>20.7</b>

**RO Number: 14003868**

2016 TOYO Highlander LE AWD 4D UTV 6-3.5L Gasoline Sequential MPI Black Pri

**ESTIMATE TOTALS**

<b>Category</b>	<b>Basis</b>	<b>Rate</b>	<b>Cost \$</b>
Parts			4,526.46
Parts Discount	\$ 1,544.94	-2.0 %	-30.90
Body Labor	56.7 hrs @	\$ 61.00 /hr	3,458.70
Paint Labor	20.7 hrs @	\$ 61.00 /hr	1,262.70
Mechanical Labor	2.3 hrs @	\$ 80.00 /hr	184.00
Frame Labor	2.0 hrs @	\$ 70.00 /hr	140.00
Paint Supplies			550.00
Miscellaneous			100.00
Other Charges			761.00
Subtotal			10,951.96
Sales Tax	\$ 10,951.96 @	5.5000 %	602.36
<b>Grand Total</b>			<b>11,554.32</b>
Deductible			1,500.00
<b>CUSTOMER PAY</b>			<b>1,500.00</b>
<b>INSURANCE PAY</b>			<b>10,054.32</b>



RO Number: 14003868

2016 TOYO Highlander LE AWD 4D UTV 6-3.5L Gasoline Sequential MPI Black Pri

## SUPPLEMENT SUMMARY

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
<b>Added Items</b>							
172	#	S05 Repl	Clips/retainers.	1	17.52		
			NOTE: Per invoice				
<b>SUBTOTALS</b>					<b>17.52</b>	<b>0.0</b>	<b>0.0</b>

## TOTALS SUMMARY

Category	Basis	Rate	Cost \$
Parts			17.52
Subtotal			17.52
Sales Tax	\$ 17.52 @	5.5000 %	0.96
Additional Supplement Taxes			0.01
<b>Total Supplement Amount</b>			<b>18.49</b>
<b>NET COST OF SUPPLEMENT</b>			<b>18.49</b>

## CUMULATIVE EFFECTS OF SUPPLEMENT(S)

Estimate	11,388.69	Dan Ehlke
Supplement S01	-341.08	Dan Ehlke
Supplement S02	245.17	Dan Ehlke
Supplement S03	135.05	Dan Ehlke
Supplement S04	108.00	Dan Ehlke
Supplement S05	18.49	Dan Ehlke
<b>Job Total:</b>	<b>\$ 11,554.32</b>	
<b>CUSTOMER PAY:</b>	<b>\$ 1,500.00</b>	
<b>INSURANCE PAY:</b>	<b>\$ 10,054.32</b>	

This estimate has been repaired based on the use of crash parts supplied by a source other than the manufacturer of the motor vehicle. Warranties applicable to these replacement parts are provided by the manufacturer or distributor of these parts rather than the manufacturer of your vehicle.

NO WARRANTY ON RUST.

PART PRICES SUBJECT TO CHANGE.

MOTOR VEHICLE REPAIR PRACTICES ARE REGULATED BY CHAPTER ATPC 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.

**RO Number: 14003868**

2016 TOYO Highlander LE AWD 4D UTV 6-3.5L Gasoline Sequential MPI Black Pri

Estimate calculated using a preset user threshold amount for the paint and material cost.

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 ARM8470, CCC Data Date 09/01/2022, 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 2023 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.



**RO Number: 14003868**

2016 TOYO Highlander LE AWD 4D UTV 6-3.5L Gasoline Sequential MPI Black Pri

CCC ONE Estimating - A product of CCC Intelligent 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.

**IMPORTANT INFORMATION ABOUT THE NAMED INSURANCE COMPANY'S PARTS POLICY.**

THIS ESTIMATE MAY LIST PARTS FOR USE IN THE REPAIR OF YOUR VEHICLE THAT ARE MANUFACTURED BY A COMPANY OTHER THAN THE ORIGINAL MANUFACTURER OF YOUR VEHICLE. THESE PARTS ARE COMMONLY REFERRED TO AS AFTERMARKET PARTS OR COMPETITIVE PARTS, AND MAY INCLUDE COSMETIC OUTER BODY CRASH PARTS SUCH AS HOODS, FENDERS, BUMPER COVERS, ETC. THE INSURANCE COMPANY GUARANTEES THE FIT AND CORROSION RESISTANCE OF ANY AFTERMARKET/COMPETITIVE OUTER BODY CRASH PARTS THAT ARE LISTED ON THIS ESTIMATE AND ACTUALLY USED IN THE REPAIR OF YOUR VEHICLE FOR AS LONG AS YOU OWN IT. IF A PROBLEM DEVELOPS WITH THE FIT OR CORROSION RESISTANCE OF THESE PARTS, THEY WILL BE REPAIRED OR REPLACED AT THE INSURANCE COMPANY'S EXPENSE. THIS GUARANTEE IS LIMITED TO THE REPAIR OR REPLACEMENT OF THE PART. THE INSURANCE COMPANY DOES NOT SEPARATELY GUARANTEE THE PERFORMANCE OF ORIGINAL EQUIPMENT MANUFACTURER PARTS AND MAKES NO REPRESENTATION ABOUT THE AVAILABILITY OF ANY MANUFACTURER'S GUARANTEE.

**RO Number: 14003868**

2016 TOYO Highlander LE AWD 4D UTV 6-3.5L Gasoline Sequential MPI Black Pri

**PARTS SUPPLIER LIST**

Line	Supplier	Description	Price
8	Go-Parts 6485 SHILOH RD B #400 ALPHARETTA GA 30005 (770) 965-6400	#TO1038177 A/M LT Lamp bezel w/o LED running lamp w/fog lamps Quote: 333q-31856235-9209 Expires: 08/23/22	\$ 82.00
13	Keystone 4410 N. 132ND STREET, SUITE A BUTLER WI 53007 (414) 463-1019	#TO1070181C A/M CAPA Energy absorber Quote: 1396232168 Expires: 10/14/22	\$ 32.00
20	All Star Auto Lights - ARO 3250 N Post Rd, Bldg 200 INDIANAPOLIS IN 46226 (407) 271-8949	#31211F2LAC1 A/M CAPA LT Headlamp assy w/o smoke accent Quote: 1293465209 Expires: 08/26/22	\$ 253.50
22	Morrison's Auto, Inc 6307 State Road 59 West. Edgerton WI 53534 (800) 866-2277	#22F0862 LKQ LT Fog lamp assy +25% 9/1/15 Quote: CCC-129423641 Expires: 09/02/22	\$ 125.00
27	Wilde Toyota 32252 S. 108th St. West Allis WI 53227	#532030E070 LT Side support w/o Hybrid Quote: 1293312542 Expires: 09/18/22	\$ 190.26
44	1-800-Radiator 3695 N 126TH ST UNIT F BROOKFIELD WI 53005 (262) 781-8888	#24000255AP A/M Trans cooler Quote: 30636564 Expires: 08/30/22	\$ 160.00
57	Go-Parts 6485 SHILOH RD B #400 ALPHARETTA GA 30005 (770) 965-6400	#TO1248195 A/M LT Fender liner 3.5 liter standard cooling Quote: 333q-31855333-4151 Expires: 08/23/22	\$ 95.62
80	Morrison's Auto, Inc 6307 State Road 59 West. Edgerton WI 53534  (608) 884-4436	#22B0206 LKQ LT/Front Wheel, alloy 18", type 2 gunmetal +25% 4/15,18X7-1/2 ALLOY 10 RAISED SPOKE 5 V SPOKE,CENTER INCLUDED,A GRADE, SPUN, W/SENSOR Quote: CCC-129051607 Expires: 08/29/22	\$ 165.00
141	KSI Trading Corp. 5414A West Roosevelt Road	#7167174 A/M LT Wheel opng mldg	\$ 59.00

**RO Number: 14003868**

2016 TOYO Highlander LE AWD 4D UTV 6-3.5L Gasoline Sequential MPI Black Pri

Chicago IL 60644  
(800) 244-2639

Quote: 74209520  
Expires: 08/24/22



For Customer Support refer to the appropriate platform below:

**Police Records Retrieval**

800-934-9698

PoliceRecords.support@lexisnexisrisk.com

**Accurint for Insurance**

866-277-8407

Accurint.support@lexisnexisrisk.com

PAGE COUNT: 7

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CLIENT: 8810  
DIVISION:  
ADJUSTER: OE09B5  
CLAIM: 0680922713

TRANSACTION #: 1850711462  
DATE: 08/22/2022

DATE OF LOSS: 08/13/2022      TIME OF LOSS: 15:45:0  
STREET: NORTH 6TH ST  
CITY: SHEBOYGAN  
COUNTY: SHEBOYGAN  
STATE: WI

INVESTIGATING AGENCY: SHEBOYGAN PD  
REPORT NUMBER: C22-14919  
REPORT TYPE: AUTOACCIDENT  
PARTY1: MATTHEW J FRIEDL  
PARTY2:  
PARTY3:

CAR: HIGHLANDER      MAKE: TOY TRUCKS      YEAR: 2016  
TAG:

ADDITIONAL INFO: MAKING A TURN

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NOTE:

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THANK YOU FOR YOUR ORDER!

G7L0FW8HNV  
C22-14919

WISCONSIN MOTOR VEHICLE  
CRASH REPORT

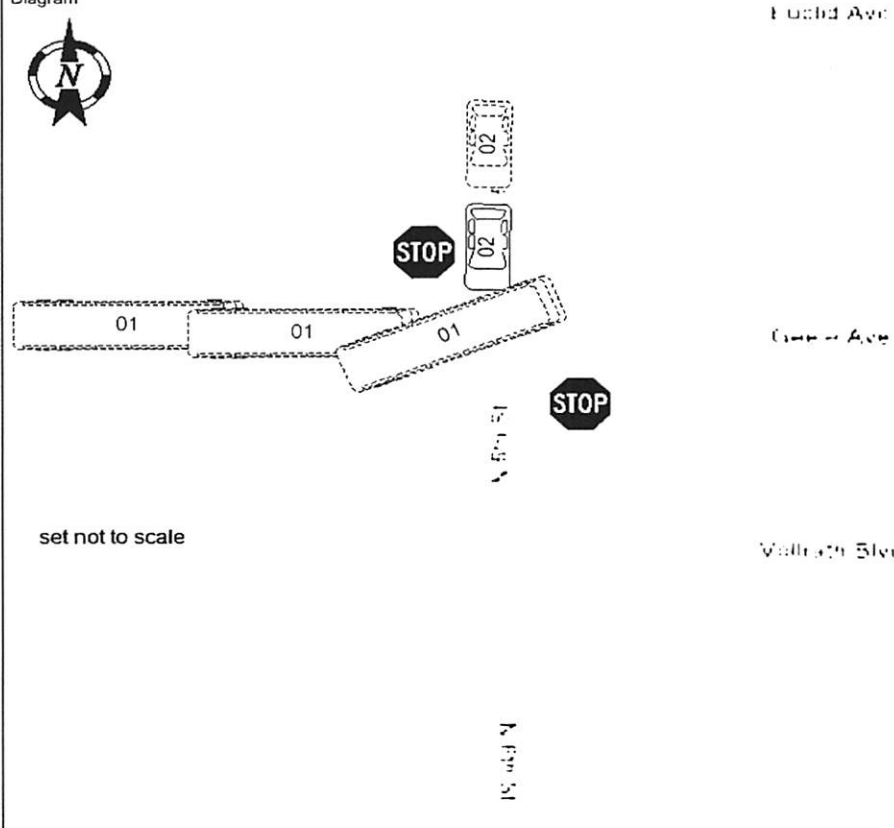
SHEBOYGAN POLICE DEPARTMENT  
1315 N 23RD ST  
SHEBOYGAN, WI 53081  
(920) 459-3333

Item 14.

G7L0FW8HNV

Document Number Override		Primary Crash Document #		Agency Crash Number		Investigating Officer/Deputy <b>OFFICER T. JOHNSON</b>	
Crash Date <b>08/13/2022</b>		Crash Time <b>03:50 PM</b>		Date Arrived <b>08/13/2022</b>		Time Arrived <b>03:56 PM</b>	
Date Notified <b>08/13/2022</b>		Time Notified <b>03:54 PM</b>		Total Units <b>02</b>		Total Injured <b>00</b>	Total Killed <b>00</b>
On Emergency	Hit and Run	Lane Closure	Work Zone	Trailer or Towed		Reporting Threshold	
Government Property	Active School Zone		School Bus Related <b>NO</b>	Tags			
✓ Reportable		Crash Type <b>DT4000 (STANDARD CRASH)</b>			Amended		Secondary Crash

Description

Diagram		Reconstruction By	
		Photos By <b>OFFICER JOHNSON</b>	
		Additional Information <b>PHOTOS, BODY CAMERA VIDEO</b>	

✓ I, a sworn law enforcement officer, agree that I have not added any CJIS data in this report.

BOTH DRIVERS ID BY WI DL. DRIVER OF VEH 01 INDICATED THAT HE WAS PARKED ON THE SIDE OF GEELE AVE TO DROP OFF ANOTHER INDIVIDUAL. HE INDICATED THAT ONCE HE DROPPED THEM OFF HE GOT BACK ON THE MAIN ROAD AND STARTED TO TURN LEFT TO GO NB ON N 6TH STREET. HE SAID THAT VEH 02 HAD COME UP TO THE SIGN VERY QUICK AT N 6TH AND GEELE AVE TO GO SB. HE INDICATED THAT WHILE HE WAS TURNING VEH 02 HAD HIT THE SIDE OF THE BUS. HE STATED THAT HE FELT VEH 02 WAS SPEEDING UP TO THE STOP SIGN AND DIDN'T STOP. DRIVER OF VEH 02 INDICATED THAT HE WAS STOPPED AT N 6TH AND GEELE. HE SAID THAT WHILE HE WAS STOPPED THE BUS HAD CUT THE TURN TOO TIGHT TO GO NB ON N 6TH AND HAD HIT THE FRONT END OF HIS CAR. HE INDICATED THAT THERE WAS A MAILMAN IN THE AREA WHO HAD ALSO WITNESSED THE INCIDENT. I WAS ABLE TO MAKE CONTACT WITH POSTMAN, PAUL WERTH 920-287-5774, VIA PHONE. HE TOLD ME THAT HE WAS PARKED ON THE SOUTHWEST CORNER OF N 6TH AND GEELE AVE WHEN HEARD A LOUD CRUNCH OCCUR. HE STATED THAT HE SAW THE BUS DRAG THE OTHER VEHICLE, AND THAT VEH 02 WAS PARKED BEHIND THE CROSSWALK BY THE STOP SIGN BEFORE BUT HAD TO PULL FORWARD AFTER IMPACT TO GET OUT OF THEIR VEHICLE. HE STATED THAT HE DID NOT SEE WHAT OCCURRED UNTIL AFTER HE HEARD THE CRASH. THERE WERE NO INJURIES. BOTH VEHICLES WERE TOWED. I WAS ABLE TO REVIEW THE VIDEO FOOTAGE FROM SHORELINE METRO. IN THE VIDEO I OBSERVED VEH 02 COME TO THE STOP SIGN ON N 6TH AND WAS STOPPED BEHIND THE CROSSWALK. I OBSERVED VEH 01 ON GEELE AVE PULL BACK INTO TRAFFIC AND STARTED TO TURN ONTO N 6TH. WHILE TURNING VEH 01 TURNED TOO TIGHT AND

Wisconsin Motor Vehicle Crash  
Form DT4000

This report does not include any CJIS data.  
1 of 6

Crash Date **08/13/2022**  
Crash Time **03:50 PM**



G7L0FW8HNV  
C22-14919

WISCONSIN MOTOR VEHICLE  
CRASH REPORT

SHEBOYGAN POLICE DEPARTMENT  
1315 N 23RD ST  
SHEBOYGAN, WI 53081  
(920) 459-3333

Item 14.

COLLIDED WITH THE FRONT END OF VEH 02 WHO WAS STILL STOPPED AT THE STOP SIGN.

Location

ON GEELE AVE 6 FT E OF N 6TH ST IN THE CITY OF SHEBOYGAN IN SHEBOYGAN COUNTY	Latitude 43.768362422	Longitude -87.709487506
	X Coordinate 442896.5625	Y Coordinate 4846390.5
	Structure Type	

Crash Scene

First Harmful Event MOTOR VEH IN TRANSPORT	First Harmful Event Location ON ROADWAY	
Manner of Collision 01 - ANGLE	Light Condition DAYLIGHT	
Road Surface Condition(s) DRY	Roadway Factor(s)  NONE	
Environment Factor(s) NONE		
Weather Condition(s) CLEAR		
Animal Type	Relation To Trafficway TRAFFICWAY - ON ROAD	
Crash Classification - Location PUBLIC PROPERTY	Crash Classification - Jurisdiction NO SPECIAL JURISDICTION	
Tribal Land	Access Control NO CONTROL	Special Study
Within Interchange Area NO	Junction Location NON-JUNCTION	Intersection Type NOT AN INTERSECTION

Unit Summary

01 UNIT	Unit Status IN TRANSIT	Vehicle Operating As Classification C CLASS		Unit Type BUS	
	Vehicle Type PASSENGER BUS/TRANSIT BUS			Operating As Endorsements	
	Total Occs 3	Train/Bus # Recorded 1	Total # Citations Issued 0	Total Trailers 0	Total HazMat Types 0
	Insurance? YES	Direction Of Travel NORTHBOUND	Pre Crash Tire Mark	Speed Limit 25	Total Lanes 2
	Most Harmful Event: Collision With MOTOR VEH IN TRANSPORT		Special Function NO SPECIAL FUNCTION	Emergency Motor Vehicle Use NOT APPLICABLE	
	Traffic Way TWO-WAY, NOT DIVIDED		Traffic Control STOP SIGN	Traffic Control Inoperative/Missing NO	
	Surface Type CONCRETE		Road Curvature STRAIGHT	Road Grade LEVEL	
	Truck Bus or HazMat NO				

Vehicle

01 UNIT VEHICLE	License Plate Number C20713	Plate Type MUN - MUNICIPAL	St WI	Country of Issuance UNITED STATES
	Vehicle Identification Number 15GGB2715N3197426	Make GILLIG	Year 2022	Model SHORELINE
	Color WHI - WHITE	Body Style BU - BUS	Bus Use TRANSIT/COMMUTER	
	Initial Contact Point 11 - LEFT FRONT CORNER	Vehicle Damage 08 - LEFT SIDE REAR, 09 - LEFT SIDE MIDDLE, 10 - LEFT SIDE FRONT		
	Extent Of Damage DISABLING DAMAGE			



Wisconsin Motor Vehicle Crash  
Form DT4000

This report does not include any CJIS data.  
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Crash Date 08/13/2022  
Crash Time 03:50 PM

G7L0FW8HNV  
C22-14919

WISCONSIN MOTOR VEHICLE  
CRASH REPORT

SHEBOYGAN POLICE DEPARTMENT  
1315 N 23RD ST  
SHEBOYGAN, WI 53081  
(920) 459-3333

Item 14.

01	UNIT VEHICLE	Towed Due To Damage <b>TOWED DUE TO DISABLING DAMAGE</b>		Vehicle Removed By <b>LANSER TOWING</b>			
		What Driver Was Doing <b>LEFT TURN</b>		Vehicle Factors <b>NOT APPLICABLE</b>			
		Driver Prior Action Other					
		Driver Actions <b>UNKNOWN</b>					
01	01	Owner Name <b>CITY OF SHEBOYGAN</b>		Owner Address <b>828 CENTER AVE SHEBOYGAN, WI 53081 , US</b>			
<b>Sequence Of Events</b>							
01	01	Event <b>MOTOR VEH IN TRANSPORT</b>					
02	02	Event					
03	03	Event					
04	04	Event					
01	UNIT	<b>Policy Holder</b>					
		Insurance Company <b>TRANSIT-MUTUAL-INS-CORP-OF-WISCONSIN</b>		Organization/Company <b>CITY OF SHEBOYGAN</b>			
01	INDIVIDUAL	<b>Individual</b>					
		Driver <b>JEFFREY HARRY BEMIS (920) 980-5209</b>		Citations Issued <b>0</b>	Sex <b>MALE</b>		
		Date of Birth <b>03/13/1954</b>		Race <b>WHITE</b>			
		Address <b>3424 S 17TH ST SHEBOYGAN, WI 53081 , US</b>		Driver License Number <b>B5204285409305</b> STATE: WISCONSIN COUNTRY: UNITED STATES			
01	002	<b>Safety Equipment</b>		On Duty Crash		Safety Equipment	
		Row <b>01 - FRONT ROW</b>	Seat Position <b>07 - LEFT</b>	<b>SHOULDER &amp; LAP BELT</b>			
		Helmet Use		Helmet Compliance			
		Eye Protection		Tint Compliance			
		<b>Injury</b>		Injury Severity <b>NO APPARENT INJURY</b>	Airbag <b>NON DEPLOYED</b>		
		Ejected <b>NOT EJECTED</b>	Ejection Path <b>NOT EJECTED/NOT APPLICABLE</b>	Trapped/Extricated <b>NOT TRAPPED</b>			
		Medical Transport <b>NOT TRANSPORTED</b>		EMS Agency Identifier		EMS Run #	
		Hospital		Date of Death		Time of Death	
		<b>Distracted By</b>		Distracted By Source <b>NOT APPLICABLE (NOT DISTRACTED)</b>			
		<b>Distracted By Action</b> <b>NOT DISTRACTED</b>					



UNIT INDIVIDUAL	<b>Non Motorist</b>		Striking Unit #	Location
	Prior Action			
	Action			
	Action Other			To/From School
01 002	<b>Drug &amp; Alcohol</b>		Suspected Alcohol Use NO	Suspected Drug Use NO
	Alcohol Test Given TEST NOT GIVEN		Alcohol Test Type	Alcohol Test Results
	Drug Test Given TEST NOT GIVEN		Drug Test Type	Drug Test Results
	Drug Type			
	Individual Condition APPEARED NORMAL			

## Unit Summary

UNIT 02	Unit Status <b>IN TRANSIT</b>		Vehicle Operating As Classification <b>D CLASS</b>		Unit Type <b>AUTOMOBILE</b>	
	Vehicle Type <b>PASSENGER CAR</b>				Operating As Endorsements	
	Total Occs <b>1</b>	Train/Bus # Recorded	Total # Citations Issued <b>0</b>	Total Trailers <b>0</b>	Total HazMat Types <b>0</b>	
	Insurance? <b>YES</b>	Direction Of Travel <b>SOUTHBOUND</b>	Pre Crash/Tire Mark	Speed Limit <b>25</b>	Total Lanes <b>2</b>	
	Most Harmful Event: Collision With <b>MOTOR VEH IN TRANSPORT</b>		Special Function <b>NO SPECIAL FUNCTION</b>		Emergency Motor Vehicle Use <b>NOT APPLICABLE</b>	
	Traffic Way <b>TWO-WAY, NOT DIVIDED</b>		Traffic Control <b>STOP SIGN</b>		Traffic Control Inoperative/Missing <b>NO</b>	
	Surface Type <b>CONCRETE</b>		Road Curvature <b>STRAIGHT</b>		Road Grade <b>LEVEL</b>	
	Truck Bus or HazMat <b>NO</b>					

## Vehicle

02     UNIT     VEHICLE	License Plate Number <b>657RPJ</b>	Plate Type <b>AUT - AUTOMOBILE</b>	St <b>WI</b>	Country of Issuance <b>UNITED STATES</b>
	Vehicle Identification Number <b>5TDBKRFH1GS251153</b>	Make <b>TOYOTA</b>	Year <b>2016</b>	Model <b>HIGHLANDER</b>
	Color <b>BLK - BLACK</b>	Body Style <b>UT - SPORT UTILITY VEHICLE</b>		Bus Use
	Initial Contact Point <b>11 - LEFT FRONT CORNER</b>	Vehicle Damage		
	Extent Of Damage <b>FUNCTIONAL DAMAGE</b>	10 - LEFT SIDE FRONT, 11 - LEFT FRONT CORNER		
	Towed Due To Damage <b>TOWED DUE TO DISABLING DAMAGE</b>	Vehicle Removed By <b>BRETT'S TOWING</b>		

G7L0FW8HNV  
C22-14919

WISCONSIN MOTOR VEHICLE  
CRASH REPORT

SHEBOYGAN POLICE DEPARTMENT  
1315 N 23RD ST  
SHEBOYGAN, WI 53081  
(920) 459-3333

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UNIT VEHICLE	02	What Driver Was Doing <b>GOING STRAIGHT</b>	Vehicle Factors <b>NOT APPLICABLE</b>	
	02	Driver Prior Action Other		
	02	Driver Actions <b>UNKNOWN</b>		
	02	Owner Name <b>MATTHEW JAMES FRIEDL (920) 254-8517</b>	Owner Address <b>4512 WHITE OAK LN SHEBOYGAN, WI 53083 , US</b>	
UNIT INDIVIDUAL	01	<b>Sequence Of Events</b>		
	01	Event <b>MOTOR VEH IN TRANSPORT</b>		
	02	Event		
	03	Event		
	04	Event		
	01	<b>Policy Holder</b>		
	01	Insurance Company <b>ALLSTATE-INS-CO</b>	Individual <b>MATTHEW FRIEDL</b>	
	01	<b>Individual</b>		
	01	Driver <b>MATTHEW JAMES FRIEDL (920) 254-8517</b>	Citations Issued <b>0</b>	Sex <b>MALE</b>
	01		Date of Birth <b>09/24/1976</b>	Race <b>WHITE</b>
01	Address <b>4512 WHITE OAK LN SHEBOYGAN, WI 53083 , US</b>		Driver License Number <b>F6345507634400</b> STATE: WISCONSIN COUNTRY: UNITED STATES	
UNIT 001	01	<b>Safety Equipment</b>		
	01	On Duty Crash	Safety Equipment	
	01	Row <b>01 - FRONT ROW</b>	Seat Position <b>07 - LEFT</b>	<b>SHOULDER &amp; LAP BELT</b>
	01	Helmet Use	Helmet Compliance	
	01	Eye Protection	Tint Compliance	
	01	<b>Injury</b>	Injury Severity <b>NO APPARENT INJURY</b>	Airbag <b>NON DEPLOYED</b>
	01	Ejected <b>NOT EJECTED</b>	Ejection Path <b>NOT EJECTED/NOT APPLICABLE</b>	Trapped/Extricated <b>NOT TRAPPED</b>
	01	Medical Transport <b>NOT TRANSPORTED</b>	EMS Agency Identifier	EMS Run #
	01	Hospital	Date of Death	Time of Death
	01	<b>Distractions</b>		
01	Distracted By Source <b>NOT APPLICABLE (NOT DISTRACTED)</b>			
01	Distracted By Action <b>NOT DISTRACTED</b>			
01	<b>Non Motorist</b>			
01	Striking Unit #	Location		

Wisconsin Motor Vehicle Crash  
Form DT4000

This report does not include any CJIS data.  
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Crash Date **08/13/2022**  
Crash Time **03:50 PM**





Rental Agreement # 7D2XWJ

## Renter Information

### Renter Name

MATT FRIEDL

### Renter Address

SHEBOYGAN, WI 53083  
USA

## Vehicle Information

### SENT

License #: FL777ABM

State/Province: IN

Unit #: 8CQHM5

Vehicle #: MY281694

### Vehicle Class Driven

Midsize 2/4 door/Automatic/Air

### Vehicle Class Charged

Midsize 2/4 door/Automatic/Air

### Odometer Mileage/Kilometers

Starting: 33013 Ending: 33545

Total: 532

### Fuel

Starting: 1/2 Ending: 15/16

**Thank you for renting  
with Enterprise Rent-A-  
Car**

### We appreciate your business!

This email was automatically generated  
from an unattended mailbox, so please  
do not reply to this e-mail.

If you have any questions about your  
rental, please view our Frequently  
Asked Questions or send us a secured  
message by visiting our [Support Center](#)

## Trip Information

### Pickup

Wednesday, August 24, 2022 4:43 PM

### SHEBOYGAN

3060 S BUSINESS DR  
SHEBOYGAN, WI 53081-6521  
USA

### Return

Wednesday, September 7, 2022 3:06 PM

### SHEBOYGAN

3060 S BUSINESS DR  
SHEBOYGAN, WI 53081-6521  
USA

## Bill-To:

**Subtotal** \$0.00

## Renter Charges

<b>Rental Rate</b>	Time & Distance 15 Day at \$36.99 / Day	\$554.85
<b>Mileage</b>	Unlimited Mileage	Included
<b>Taxes and Fees</b>	State Rental Vehicle Fee (5.00%)	\$28.35
	Title And Registration Fees (\$0.81 / Day)	\$12.15
	Sales Tax (5.50%)	\$31.19

**Total** **\$626.54**

(Subject to audit)

Amount charged on September 7, 2022 to VISA (3144) (\$626.54)

APN: 43484153452056495341

AID: A0000000031010

Verified: Signature

Entry: Chip

TSI: E800

**Amount Due** **\$0.00**

Res. No. 74 - 22 - 23. By Alderpersons Felde and Ackley. October 3, 2022.

A RESOLUTION authorizing the Sheboygan Police Department to apply for, and receive funding from, the Wisconsin Department of Administration's 2022 Law Enforcement Agency Grant.

WHEREAS, the City of Sheboygan Police Department has an opportunity to receive up to \$152,333.74 from the State of Wisconsin Department of Administration ("DOA") that it received from the Coronavirus State Fiscal Recovery Fund pursuant to 42 U.S.C. § 802, as added by section 9901 of the American Rescue Plan Act of 2021; and

WHEREAS, to qualify for this funding, the Police Department must complete an application and enter into a "Memorandum of Understanding Regarding Use of ARPA Funds" ("MOU") with the DOA; and

WHEREAS, the City is not required to match any of the funding received from this grant; and

WHEREAS, the grant will be available for qualifying expenses incurred between March 15, 2022 to June 30, 2023.

NOW, THEREFORE, BE IT RESOLVED: That the Common Council hereby authorizes the Chief of Police to submit the information necessary to apply for the grant, to sign all grant-related documents including the MOU, and to administer the funds in accordance with the terms and conditions as outlined in the MOU, a copy of which is attached hereto.

\_\_\_\_\_  
\_\_\_\_\_

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



## MEMORANDUM OF UNDERSTANDING REGARDING USE OF ARPA FUNDS

**THIS MEMORANDUM OF UNDERSTANDING** (“MOU”) is made and entered into by and between the Wisconsin Department of Administration (“DOA”), whose principal business address is 101 East Wilson Street, Madison, WI 53703 and the undersigned tribal or local law enforcement agency (“LEA” or “Grantee”), whose address is identified below.

**WHEREAS**, the United States Department of the Treasury (“Treasury Department”) has distributed to DOA funds (“ARPA Funds”) from the Coronavirus State Fiscal Recovery Fund pursuant to 42 U.S.C. § 802, as added by section 9901 of the American Rescue Plan Act of 2021 (“ARPA”); and

**WHEREAS**, DOA is administering such funds through a variety of programs and initiatives; and

**WHEREAS**, a rule issued by the U.S. Treasury Department, which took effect on April 1, 2022 (the “Final Rule”), outlines the eligible uses of ARPA funds to include the provision of government services; and

**WHEREAS**, the program outlined by this MOU constitutes the provision of government services within the meaning of the Final Rule;

**NOW, THEREFORE**, DOA and Grantee agree that DOA shall grant, and Grantee may utilize, certain ARPA Funds, which constitutes direct assistance to Grantee as a beneficiary under the Final Rule, defined in the Program Schedule pursuant to the terms and conditions set forth in this MOU.

The term of this MOU will run from the Effective Date until the expiration of the Program outlined in the Program Schedule.

The person(s) signing this MOU on behalf of Grantee certifies and attests to having full and complete authority to bind Grantee, on whose behalf they are executing this document.

**IN WITNESS WHEREOF**, DOA and Grantee have fully executed this MOU as of the date of Grantee’s signature below (“Effective Date”).

### DEPARTMENT OF ADMINISTRATION

### GRANTEE

DocuSigned by:



9A18DCC3BFAD42D...

Chris Patton

Name: \_\_\_\_\_

Deputy Secretary

Title: \_\_\_\_\_

Department of Administration

Agency: \_\_\_\_\_

Dated: 8/16/2022 | 12:54 PM CDT

Dated: \_\_\_\_\_

**Federal Award Identification Number:** N/A

**CFDA #:** 21.027, Coronavirus State and Local Fiscal Recovery Funds

**Federal Awarding Agency:** Department of the Treasury

## **GENERAL TERMS**

### **ARTICLE 1. ALLOCATION AMOUNT AND PERMISSIBLE USES OF FUNDS**

The amount of ARPA Funds allocated to Grantee pursuant to this MOU and the purposes for which they may be used are set forth in the relevant Program Schedule. DOA's contribution to the total cost of eligible expenditures reported by a Grantee under this MOU shall not exceed the amount set forth in the relevant Program Schedule. DOA shall not reimburse any costs that are not eligible for reimbursement under ARPA or rules, regulations, or guidance promulgated to implement ARPA.

### **ARTICLE 2. PAYMENT**

Reimbursements shall be made as provided in the relevant Program Schedule. Grantee is solely responsible for demonstrating that expenditures submitted for reimbursement meet the eligibility requirements set forth in the relevant Program Schedule, and for ensuring that any funds disbursed to Grantee are allocated within the Grantee's affiliated local or Tribal government in accordance with any applicable local or Tribal requirements.

### **ARTICLE 3. REPORTING**

Grantee shall provide DOA with all information necessary to comply with all requirements of the Treasury Department and other federal agencies regarding reporting of the uses of ARPA Funds. Grantee will also provide DOA with all information necessary to accomplish any public transparency reporting or Grantee monitoring that DOA deems necessary. Further reporting requirements are outlined in the Program Schedule.

### **ARTICLE 4. APPLICABLE LAWS, RULES, AND REGULATIONS**

This MOU shall be governed by the laws of the State of Wisconsin and the laws of the United States, including without limitation ARPA, the Final Rule, and all other rules and regulations promulgated to implement ARPA. Grantee shall be responsible for ensuring that its uses of the ARPA Funds allocated to it under this MOU comply with all applicable laws, rules, and regulations.

### **ARTICLE 5. NONDISCRIMINATION AND AFFIRMATIVE ACTION REQUIREMENTS**

In connection with the performance of work under this MOU, Grantee 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. s. 51.01 (5), sexual orientation or national origin except as otherwise permitted by law. This is with respect to, but is not limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, Grantee further agrees to take affirmative action to ensure equal employment opportunities. Grantee agrees to post in conspicuous places, available for employees and applicants for employment, notices required by law.

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.

Failure to comply with the conditions of this article may result in the declaration of Grantee ineligibility, the termination of this MOU, or the withholding of funds.

### **ARTICLE 6. COMPLIANCE BY THIRD-PARTY RECIPIENTS OF FUNDS**

If, and to the extent that, the Program Schedule allows Grantee to award funds to third parties, Grantee shall be responsible for ensuring that any third party receiving funds pursuant to the Program complies with all laws, rules, and regulations applicable to the use of those funds by the third party.



**ARTICLE 7. SUBLET OR ASSIGNMENT OF DUTIES**

Grantee shall not sublet or assign all or any part of Grantee's duties or rights under this MOU without prior written approval of DOA.

**ARTICLE 8. REIMBURSEMENT OF FUNDS**

Grantee shall return to DOA any funds paid to Grantee in excess of the amount allocated pursuant to this MOU. If Grantee fails to return excess funds, DOA may deduct the appropriate amount from subsequent payments due to Grantee from DOA. DOA also reserves the right to recover such funds by any other legal means.

Grantee shall be responsible for reimbursement to DOA for any disbursed funds DOA determines have been misused or misappropriated. Any reimbursement of funds required by DOA shall be due upon DOA's written demand to Grantee.

**ARTICLE 9. INDEMNIFICATION**

In carrying out the provisions of this MOU 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 sub-Grantees, in performing work under this MOU.

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 third parties 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 MOU, irrespective of whether the audit is ordered by a federal or state agency or by a court.

**ARTICLE 10. FINANCIAL MANAGEMENT**

Grantee's chart of accounts and accounting system shall permit timely preparation of reports of expenditures as required by DOA.

Records shall be maintained for a period of not less than five years unless the Program requirements are longer.

**ARTICLE 11. CONFLICTS OF INTEREST AND ETHICS**

No person who is an employee, agent, consultant, or officer of Grantee, or an elected or appointed official, and who exercises or has exercised any functions or responsibilities with respect to activities supported by and described in this MOU, or who is in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any agreement or subcontract with respect thereto or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure. Receipt of earnings from Grantee by employees of Grantee shall not be considered a conflict of interest, but otherwise employees of Grantee shall be fully bound by the requirements of this Article. Upon request, DOA can make exceptions to this requirement after full disclosure and where DOA determines that such exception is in the best interests of the State and is not contrary to state or federal laws.

Grantee agrees to disclose to DOA in writing any potential conflict of interest affecting the awarded funds so it can determine its own disclosure obligations to the Treasury Department in accordance with Treasury Department policy.

Grantee, its agents and employees shall observe all relevant provisions of the Ethics Code for Public Officials under Wis. Stat. ch. 19, subch. III, and the State Employee Code of Ethics, Wis. Admin. Code Ch. ER-MRS 24.

#### **ARTICLE 12. TERMINATION OF AGREEMENT**

DOA may terminate this MOU at any time with or without cause by delivering notice to Grantee.

#### **ARTICLE 13. AMENDMENT**

This MOU may be amended by mutual consent of the parties. Amendments shall be in writing and signed by the parties. Changes to the amount of funds allocated under this MOU or the purposes for which those funds may be used may be documented by amending the relevant Program Schedule.

#### **ARTICLE 14. SEVERABILITY**

If any provision of this MOU shall be adjudged to be unlawful, 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 MOU.

#### **ARTICLE 15. SURVIVAL OF REQUIREMENTS**

Unless otherwise authorized in writing by DOA, the terms and conditions of this MOU 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 MOU.

#### **ARTICLE 16. EXAMINATION OF RECORDS**

DOA, or 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 MOU. 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 DOA. Such material shall be retained until such time as DOA notifies otherwise.

This provision shall also apply in the event of cancellation or termination of this MOU. Grantee shall notify DOA 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 DOA.

#### **ARTICLE 17. LOBBYING**

Funds provided to Grantee pursuant to this MOU may not be used to influence federal contracting or financial transactions.

## PROGRAM SCHEDULE

### TRIBAL AND LOCAL LAW ENFORCEMENT AGENCY INITIATIVE

This Program Schedule outlining the Tribal and Local Law Enforcement Agency Initiative (the “Program”) is attached to and incorporated into the Memorandum of Understanding Regarding Use of ARPA Funds (“MOU”) between DOA and Grantee.

#### **Award Amounts and Permissible Uses:**

**Program:** Tribal and Local Law Enforcement Agency Initiative

**Award Amount:** Each tribal and local law enforcement agency in the State of Wisconsin (referred to herein as “LEAs” or “Grantees”) has been allocated a certain sum (its “Allocation”) based on the size of the population it serves, with an add-on for LEAs serving communities where violent crime exceeds the state average. The Allocation for each LEA is available on the program website (<https://doa.wi.gov/Pages/LocalGovtsGrants/leagrant.aspx>) and incorporated by reference herein.

**Program Duration:** An LEA may use its Allocation to reimburse eligible expenditures incurred **between March 15, 2022 and June 30, 2023**. Expenditures incurred outside that time window are not eligible for reimbursement under this Program. For purposes of this Program, an expenditure is not “incurred” until the LEA or its affiliated Tribal or local government has paid it.

**How it Works:** During a quarterly Reporting Period, an LEA may draw down its Allocation and receive allocated funds by reporting eligible expenditures for reimbursement through the Program’s online reporting system. DOA will process these submissions and reimburse each LEA’s reported eligible expenditures from the remaining balance of its Allocation. The first Reporting Period is expected to occur during a two-week period in September 2022; they will occur on a quarterly basis thereafter until the completion of the Program.

*Example:* An LEA has a \$20,000 allocation. During the September 2022 Reporting Period, it uses the online reporting system to report \$8,000 in eligible expenditures incurred since March 15, 2022. DOA processes the reimbursement request and pays \$8,000 to the LEA, leaving \$12,000 in the LEA’s Allocation. In the next quarterly Reporting Period, the LEA submits another \$7,000 in eligible expenditures. Those eligible expenditures are again processed and reimbursed, leaving the LEA with \$5,000 of its Allocation remaining to reimburse expenditures reported in subsequent Reporting Periods.

**Permitted Uses of Funds:** The Program is intended to provide LEAs with additional resources to help offset certain costs associated with hiring, training, testing, and equipping law-enforcement officers, as well as updating certain technology and policies and implementing new crime-reduction initiatives. The following expenditures are eligible for reimbursement under the Program, subject to the limitations set forth in the MOU, this Program Schedule, and applicable state and federal law:

- 1. Recruitment incentives.** The Program will reimburse the costs of certain financial incentives to recruit new officers, jail personnel, and dispatchers (referred to collectively below as “new hires”), as follows:
  - a.** The costs of a new hire’s academy or other formal preparatory training, to the extent the new hire’s training costs are reimbursed by the LEA following acceptance of employment.
  - b.** A signing bonus of up to \$2,000 for each new hire.
  - c.** For each new hire whose most recent employer was an out-of-state governmental agency, an additional bonus of up to \$500 for each year of relevant out-of-state experience as a law enforcement officer, jailer, or dispatcher, up to an additional \$2,000. Thus, for a new hire from an out-of-state law governmental agency with four or more years’ relevant experience, this Program will reimburse the cost of providing a signing bonus of up to \$4,000.

Each new hire who receives recruitment incentives that are reimbursed through this Program must provide the LEA with a written statement affirming that the new hire intends to complete at least three years' continuous employment with the LEA. The LEA is responsible for collecting and maintaining those statements; it does not need to provide copies of those statements when making reimbursement requests unless specifically requested by DOA.

Each LEA is responsible for conducting appropriate background checks on employment candidates. New hires with a record of misconduct are not eligible to receive recruitment incentives that are reimbursed through this Program.

2. **Medical testing.** The Program will reimburse the costs of job-related medical testing of officers, including physical examinations, hearing tests, drug tests, pre-employment psychological examinations, and other medical testing.
3. **Training.** The Program will reimburse the costs of providing training to help reduce violence and improve community safety, including programs to train officers in any of the following subject areas:
  - a. Crisis intervention, including training for interactions with individuals suffering from mental illness and addiction.
  - b. Resiliency and suicide prevention.
  - c. Use-of-force options and de-escalation tactics, including scenario-based training aimed at stabilizing potentially dangerous situations to allow more time and options for safe resolution.
  - d. Implicit bias.
  - e. "Active bystander" training.
  - f. The emergency detention process.
  - g. Homicide investigation.
  - h. Any annual recertification training required by the Wisconsin Law Enforcement Standards Board.
4. **Wellness and counseling programs.** The Program will reimburse the costs of providing wellness, counseling, or behavioral health programs or services to officers.
5. **Officer equipment, fuel, and technology, excluding weapons.** The Program will reimburse the costs of purchasing the following:
  - a. Uniforms, duty belts, holsters, handcuffs, boots, bulletproof vests and other protective gear, radios, flashlights, and other equipment of a similar nature.
  - b. License-plate readers, security cameras, and smart cameras, including thermal imaging cameras and vehicle-mounted cameras.
  - c. Mobile data computers and equipment purchased for the purpose of improving wireless connectivity in LEA vehicles, such as mobile hot spots.
  - d. Body cameras and body camera-activating holsters.
  - e. Upgrades to public safety answering point (PSAP) systems or infrastructure.
  - f. Any accessories, software, services (including installation), or specialized training needed to utilize items in categories 5.a to 5.e above.
  - g. Up to 50 percent of the fuel and charging costs for LEA vehicles.

Weapons (including non-lethal weapons) and ammunition are not eligible for reimbursement through this Program.

6. **Temporary contract personnel.** The Program will reimburse the costs of retaining temporary contract personnel to assist with processing evidence, reducing backlogs, or other tasks that help LEAs conduct criminal investigations. When reporting these expenditures in the online reporting system, the LEA must identify the contractor used and the nature of the services performed.
7. **Sworn law enforcement officers, jail personnel, and dispatchers.** The Program will reimburse certain costs associated with sworn law enforcement officers, as follows:

- a. The additional payroll costs associated with increasing part-time officers, dispatchers, or jail personnel to full-time positions.
  - b. For LEAs that adopt or engage in initiatives to reduce violent crime (including offenses involving firearms), the payroll costs of officers for time worked on such initiatives.
  - c. The payroll costs of officers for time worked on Crisis Intervention Teams.
  - d. For LEAs serving communities where the violent crime rate exceeds the state average, as identified in Appendix 1, the full payroll costs for new hires (as defined in paragraph 1 above) made on or after March 15, 2022.
8. **K9 units.** The Program will reimburse the costs associated with purchasing canines to assist officers with law enforcement functions, including any related training costs.
9. **Community policing initiatives.** The Program will reimburse costs associated with designing and implementing community policing initiatives, including training, equipment and technology (excluding weapons), temporary contract personnel, or other expenses associated with such initiatives. For purposes of this Program, “community policing initiatives” refer to place-based, community-oriented crime reduction strategies in targeted neighborhoods suffering from chronic crime issues.
10. **Initiatives to address carjacking and vehicle theft.** The Program will reimburse costs associated with designing and implementing initiatives to prevent and investigate incidents of carjacking and vehicle theft, including training, equipment and technology (excluding weapons), temporary contract personnel, or other expenses associated with such initiatives.
11. **Updating use-of-force policies to comply with Act 75.** The Program will reimburse costs associated with updating their use-of-force policies to comply with the standards set forth in [2021 Wisconsin Act 75](#), including any costs of training related to these standards.

Expenditures not included in the above categories are not eligible for reimbursement through this Program.

**Procurement limitations:** All expenditures submitted for reimbursement through this Program must comply with Grantee’s local procurement procedures and must avoid conflicts of interest, acquisition of unnecessary or duplicative items, excessive costs, or other waste.

### **Payments:**

Grantee shall make requests for reimbursement payments by reporting eligible expenditures through DOA’s online reporting system during Reporting Periods.

Reimbursement payments shall only be made after the MOU has been fully executed by Grantee and DOA, the Grantee has reported expenses that are eligible for reimbursement in compliance with the MOU and this Program Schedule, and responses are provided by Grantee for any questions from DOA within timeframes designated by DOA.

DOA shall make payment by check or via Automated Clearing House (ACH).

Payments to Grantee that exceed allowable expenses pursuant to the terms of the Agreement, if outstanding at the expiration of this Agreement, shall be repaid to DOA within 60 days of the expiration date of the Performance Period. DOA, in accordance with State procedures, shall reconcile payments and report expenses.

### **Records and Reporting:**

Grantee is responsible for maintaining records sufficient to demonstrate that the expenditures submitted for reimbursement are eligible expenditures under the MOU and this Program Schedule. Grantee will cooperate with

any inquiry and provide any relevant information or records requested by DOA or any of its authorized representatives relating to the expenditures submitted for reimbursement.

Grantee understands that DOA is required to submit quarterly and annual reports to the U.S. Department of Treasury pursuant to the American Rescue Plan Act of 2021. Grantee shall timely provide DOA with all information that may be necessary to comply with those reporting requirements.

Grantee must retain records for a period of at least five years after all ARPA State and Local Fiscal Recovery Funds provided by the Department of Treasury to the State of Wisconsin have been expended or returned to the federal government. Current law requires the State to expend or return such funds no later than December 31, 2026.

### **Administration:**

The DOA employee responsible for the administration of this MOU with respect to this Program Schedule shall be DOA's Administrator of the Division of Intergovernmental Relations or their designee, who shall represent DOA's interest in review of quality, quantity, rate of progress, timeliness, compliance, federal reporting, and related considerations as outlined in this MOU.

The Grantee employee responsible for the administration of this MOU with respect to this Program Schedule shall be the person designated as "contact person" by Grantee, who shall represent Grantee's interest regarding Agreement performance, financial records, and related considerations. DOA shall be immediately notified of any change of this designee.

All correspondence, notices or requests under this MOU shall be in writing, in electronic form or otherwise, to the addresses listed below:

#### **To DOA:**

Dawn Vick  
Administrator  
Division of Intergovernmental Relations  
Department of Administration  
101 E. Wilson St.  
Madison, WI 53703  
E-mail: LEAGrant@wisconsin.gov

#### **To Grantee:**

The "contact person" designated by Grantee

### **Certifications:**

By submitting an expenditure to DOA for reimbursement through this Program, Grantee certifies all the following:

- (1) That the expenditure is a permitted use of funds, as described in this Program Schedule.
- (2) That the expenditure was incurred by the Grantee or its affiliated Tribe, county, city, village, or town and has not been reimbursed by any other third-party source.
- (3) That all other information provided by Grantee to DOA relating to the expenditure is accurate.
- (4) That the Grantee has and will maintain records of the expenditure for the period required by this Program Schedule, including, if applicable, statements affirming that new hires receiving recruitment incentives intend to complete at least three years' continuous employment with Grantee.
- (5) That the Grantee is not a federally debarred contractor and is not on the list of parties excluded from federal procurement and non-procurement contracts.

**Appendix 1**

Adams County Sheriff's Office	Hudson Police Department
Adams Police Department	Iron River Police Department
Altoona Police Department	Janesville Police Department
Antigo Police Department	Jefferson Police Department
Appleton Police Department	Juneau County Sheriff's Office
Ashland County Sheriff's Office	Kaukauna Police Department
Ashland Police Department	Kenosha County Sheriff's Office
Ashwaubenon Police Department	Kenosha Police Department
Baraboo Police Department	Kewaunee County Sheriff's Office
Barron Police Department	Kiel Police Department
Bayfield Police Department	La Crosse Police Department
Beloit Police Department	Lac Courte Oreilles Tribal Police Department
Big Bend Police Department	Lac du Flambeau Police Department
Black River Falls Police Department	Lake Delton Police Department
Bloomer Police Department	Lake Hallie Police Department
Boscobel Police Department	Lake Mills Police Department
Brown Deer Police Department	Lancaster Police Department
Burlington Police Department	Lincoln County Sheriff's Office
Burnett County Sheriff's Office	Madison Police Department
Butler Police Department	Manawa Police Department
Chetek Police Department	Manitowoc Police Department
Chilton Police Department	Marinette Police Department
Chippewa Falls Police Department	Marion Police Department
Clintonville Police Department	Markesan Police Department
Coleman Police Department	Marshall Police Department
Cornell Police Department	Marshfield Police Department
Crandon Police Department	Mauston Police Department
Cudahy Police Department	Mayville Police Department
Dane County Sheriff's Office	Medford Police Department
Delavan Police Department	Menasha Police Department
Dunn County Sheriff's Office	Menominee Tribal Police Department
East Troy Village Police Department	Menomonie Police Department
Eau Claire County Sheriff's Office	Milwaukee Police Department
Eau Claire Police Department	Minocqua Police Department
Elkhorn Police Department	Mondovi Police Department
Elroy Police Department	Monroe County Sheriff's Office
Everest Metro Police Department	Mount Pleasant Police Department
Fennimore Police Department	Muscoda Police Department
Fitchburg Police Department	Neenah Police Department
Florence County Sheriff's Office	New Lisbon Police Department
Fond du Lac Police Department	New Richmond Police Department
Forest County Sheriff's Office	Oak Creek Police Department
Fort Atkinson Police Department	Oconto Police Department
Frederic Police Department	Omro Police Department
Glendale Police Department	Osceola Police Department
Grand Chute Police Department	Oshkosh Police Department
Grantsburg Police Department	Palmyra Police Department
Green Bay Police Department	Phillips Police Department
Greendale Police Department	Platteville Police Department
Greenfield Police Department	Pleasant Prairie Police Department
Hayward Police Department	Plover Police Department
Horicon Police Department	Portage Police Department



Poynette Police Department  
Pulaski Police Department  
Racine Police Department  
Rhineland Police Department  
Rice Lake Police Department  
Ripon Police Department  
Rock County Sheriff's Office  
Rusk County Sheriff's Office  
Sawyer County Sheriff's Office  
Seymour Police Department  
Shawano Police Department  
Sheboygan Police Department  
Shiocton Police Department  
Siren Police Department  
Sparta Police Department  
Spooner Police Department  
Spring Valley Police Department  
St. Croix Falls Police Department  
Stanley Police Department  
Stevens Point Police Department  
Summit Police Department  
Superior Police Department  
Tomah Police Department  
Town of Beloit Police Department  
Town of Brookfield Police Department  
Town of Madison Police Department  
Twin Lakes Police Department  
Two Rivers Police Department  
Washburn Police Department  
Waterloo Police Department  
Watertown Police Department  
Waukesha Police Department  
Waupaca Police Department  
Wausau Police Department  
Wauwatosa Police Department  
Webster Police Department  
West Allis Police Department  
West Bend Police Department  
West Milwaukee Police Department  
West Salem Police Department  
Whitewater Police Department  
Wisconsin Dells Police Department  
Wisconsin Rapids Police Department

III  
Res. No. 75 - 22 - 23. By Alderpersons Felde and Ackley. October 3, 2022.

A RESOLUTION authorizing the Fire Chief to accept and expend funds received from the United States Department of Homeland Security - Federal Emergency Management Agency ("FEMA") as part of the Assistance to Firefighters Grant ("AFG") Program.

WHEREAS, the AFG Program provides funds to protect the health and safety of the public and firefighting personnel against fire and fire-related hazards; and

WHEREAS, the City of Sheboygan Fire Department has been awarded an AFG grant of \$87,045.45 to support the Sheboygan Fire Department; and

WHEREAS, in order to accept the grant, the City must commit to spending 10% of the grant amount, or \$8,704.55, on approved expenditures; and

WHEREAS, the 10% match would be met within the current Fire Department Budget using funds from Account No. 101220-531100 (General Fund - Fire & EMS - Contracted Services) and Account No. 101220-536125 (General Fund - Fire & EMS - Employee Development); and

WHEREAS, the Sheboygan Fire Department desires to use the grant and City-matching funds, totaling \$95,750.00, to purchase emergency chest compression equipment and four years of equipment support; and

WHEREAS, these intended expenditures have been approved by FEMA.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are hereby authorized to sign all documents necessary for the acceptance, administration, and expenditure of the grant described in this Resolution.

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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

III  
Res. No. 77 - 22 - 23. By Alderpersons Mitchell and Filicky-Peneski.  
October 3, 2022.

A RESOLUTION authorizing the creation of a Crisis Co-Response Pilot Program in conjunction with Sheboygan County and authorizing the expenditure of certain funds to support the Program.

WHEREAS, mental health, substance abuse, crisis response, and barriers to accessing care continue to be of significant concern in our community and nation; and

WHEREAS, the numbers of youth and adults reporting symptoms of anxiety or depressive disorder, suicidal ideation and rates, substance use, and drug overdose deaths have all been on the rise since the start of the pandemic; and

WHEREAS, communities of color, adults with job loss or lower incomes, essential workers, and women with children seem to be especially affected by these concerns; and

WHEREAS, twenty-three individuals representing sixteen Behavioral Health related organizations in Sheboygan County analyzed the major gaps identified by recent community assessments and recommended four services for ARPA funding to improve the behavioral health of our community; and

WHEREAS, the highest priority ranking among those four services was given to a Crisis Co-Response Pilot program involving the Sheboygan Police Department to be used to enhance trauma informed and Behavioral Health expertise of emergency services via embedding County Crisis staff within Dispatch and City of Sheboygan Police vehicles; and

WHEREAS, said program would involve expansion by the Sheboygan County Health and Human Services Department to expand an existing mobile crisis contract with Vista Care to include an additional 8.22 FTEs of crisis staff which would be used to provide 16 hours per day coverage of co-response in the community as well as 16 hours per day coverage of phone response within the dispatch center; and

WHEREAS, this new program would include the provision by the Sheboygan Police Department of office space and fingerprint-based background investigations and clearances so that crisis workers can have full access to the police facility; and



WHEREAS, Behavioral Health Crisis Services are listed as an enumerated eligible use of funding that is responding to public health and negative economic impacts of the pandemic; and

WHEREAS, Sheboygan County, via its Resolution 01 (2022/23) authorized the expenditure of a portion of Sheboygan County's American Rescue Plan Act (ARPA) State and Local Fiscal Recovery Fund Program (SLFRF) funds on a Crisis Co-Response Pilot program with the Sheboygan Police Department; and

WHEREAS, Sheboygan County has committed a total of \$539,494 of SLFRF funds (\$140,268 in 2022, \$194,218 in 2023, and \$205,008 in 2024) to said program; and

WHEREAS, the City of Sheboygan has available to it certain ARPA funds that it is authorized and desires to employ to assist in the funding of the Crisis Co-Response Pilot program.

NOW, THEREFORE, BE IT RESOLVED: That it is in the best interest of the City to fund the Crisis Co-Response Pilot program with ARPA funds it has at its disposal.

BE IT FURTHER RESOLVED: That the officers and employees of the City of Sheboygan shall take all action necessary as reasonably required to carry out, give effect to, and consummate the creation and funding of the Crisis Co-Response Pilot program in conjunction with Sheboygan County.

BE IT FURTHER RESOLVED: That nothing contained in this Resolution or any other instrument shall be construed with respect to the City as incurring a pecuniary liability or charge upon the general credit of the City or against its taxing power, nor shall the breach of any agreement related to the Crisis Co-Response Pilot program authorized by this Resolution or any other instrument or document executed in connection with the program impose any pecuniary liability upon the City or any charge upon its general credit or against its taxing power.

BE IT FURTHER RESOLVED: That, subject to the appropriation of funds, the appropriate City officials are authorized to draw funds in the total amount of \$539,494 (including \$144,640 in 2023, \$192,402 in 2024, and \$202,452 in 2025) from Account No. 202000-580100 (Federal Grants Fund - Contributions/Grants) for the purpose of funding the Crisis Co-Response Pilot Program.

BE IT FURTHER RESOLVED: That the Finance Director is directed to take all actions needed, including the drafting of any needed budget transfer resolutions and inclusion of necessary appropriations in future budget resolutions, so as to provide the opportunity for the Common Council to appropriate the necessary funds in each year.

BE IT FURTHER RESOLVED: That this Resolution shall be effective immediately upon its approval and adoption.

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



III

Res. No. 78 - 22 - 23. By Alderpersons Mitchell and Filicky-Peneski.  
October 3, 2022.

A RESOLUTION adopting certain changes to the City's Medical Benefit Plan and Dental Benefit Plan effective for calendar year 2023 coverage and establishing the monthly premium equivalent rates effective for January 2023 coverage and thereafter.

RESOLVED: That the following changes to the City of Sheboygan's Medical Benefit Plan and Dental Benefit Plan effective for calendar year 2023 are hereby adopted\*:

1) 2023 Health Insurance Monthly Premium Rates

- a) The monthly premium for health insurance in 2023 shall be as follows:

Coverage

Single	\$ 914.90
Employee with spouse	\$1,740.56
Employee with children	\$1,577.78
Family	\$2,405.16

- b) The monthly employee premium equivalent rates for full-time employees who participate in the annual physical exam shall be:

Coverage

Single	\$ 80.04
Employee with spouse	\$ 152.30
Employee with children	\$ 138.06
Family	\$ 210.44

\* Nothing in this Resolution shall be interpreted as contradicting any approved collective bargaining agreement. Part-time employees will generally pay 50% of the total monthly premium. However, for example, the City's collective bargaining agreement with Amalgamated Transit Union Local 998 provides that certain part-time employees will pay a lower amount of the total monthly premium.

- c) The monthly employee premium equivalent rates for full-time employees who do not participate in the annual physical exam shall be:

Coverage

Single	\$ 137.24
Employee with spouse	\$ 261.08
Employee with children	\$ 236.67
Family	\$ 360.77

- d) The monthly employee premium equivalent rates for part-time, eligible employees shall be:

Coverage

Single	\$ 457.44
Employee with spouse	\$ 870.28
Employee with children	\$ 788.90
Family	\$1,202.58

- e) The monthly employee premium equivalent rates for retirees shall be:

Coverage

Single	\$ 914.90
Employee with spouse	\$1,740.56
Employee with children	\$1,577.78
Family	\$2,405.16

2) 2023 Dental Insurance Monthly Premium Rates

- a) The monthly premium for dental insurance in 2023 shall be as follows:

Coverage

Single	\$ 47.52
Employee with spouse	\$ 95.88
Employee with children	\$ 107.14
Family	\$ 157.42

- b) The monthly employee premium equivalent rates for full-time employees shall be:

Coverage

Single	\$ 7.14
Employee with spouse	\$ 14.38
Employee with children	\$ 16.08
Family	\$ 23.62

- c) The monthly employee premium equivalent rates for part-time, eligible employees shall be:

Coverage

Single	\$ 23.76
Employee with spouse	\$ 47.94
Employee with children	\$ 53.57
Family	\$ 78.71

- 3) In 2023, the City will partially fund a Health Savings Account (HSA) for employees and/or family members (eligibility follows IRS guidelines) on the City's Health Insurance Plan as of January 1, 2023. Except in the case of a collective bargaining agreement that states otherwise, the maximum City funding amounts will total \$750 for those with single coverage and \$1,500 for those with employee plus spouse, employee plus child(ren), and full family coverage. Additionally:

- a) The City Administrator shall have the authority to determine the schedule on which the City's HSA contributions will be made, so long as at least half of the total contribution is made in January 2023.
- b) HSA contributions are issued to an employee and/or family member based on eligibility of the employee on January 1. Mid-year changes for an active plan participant after January 1 are not eligible for HSA contributions. COBRA-only and retiree participants are not eligible for the City contribution to the HSA.
- c) For the avoidance of doubt, no contributions will be made for those new to the Plan after January 1, 2023.
- d) Employees/retirees who are eligible for the HSA are responsible for notifying the Human Resources Department if the employee/retiree is or will be an active participant of a secondary government-issued health insurance, such as

Medicare or Tricare, as of January 1 of the Plan year. Following IRS guidelines, neither the City nor the employee may contribute to an HSA account if the employee is also participating in the government plan.

- e) Employees and eligible retirees who elect the family plan, employee plus child(ren) plan, or the employee plus spouse plan remain eligible for the applicable HSA contributions, even if their dependent is on a government issued plan, so long as their spouse is not listed on the employee's HSA account. Once an employee is not eligible for the HSA contributions, no HSA contribution will be provided to spouse and/or dependents on the Plan.
- 4) For the sake of clarity, other items relating to the Medical Benefit Plan and the Dental Benefit Plan which are not changed by this Resolution, such as the deductible amount, the co-insurance amount, the maximum out-of-pocket amount, the spousal surcharge, and the opt-out incentive are unchanged for calendar year 2023 coverage. The current status of these items is found in Res. No. 67-20-21.

\_\_\_\_\_  
\_\_\_\_\_

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. No. 79 - 22 - 23. By Alderpersons Felde and Filicky-Peneski.  
October 3, 2022.

A RESOLUTION establishing the 2023 Budget appropriations and the 2022 Tax Levy for use during the calendar year.

WHEREAS, Section 2-905 of the Municipal Code of the City of Sheboygan requires an annual budget appropriating monies to finance activities of the City for the ensuing fiscal year; and

WHEREAS, the Common Council committees have duly considered and discussed a budget for 2023 as proposed by the City Administrator; and

WHEREAS, a public hearing on the budget will be held on October 24, 2022 as required; and

WHEREAS, the 2023 budget requires a tax levy to partially finance the appropriations.

NOW, THEREFORE, BE IT RESOLVED: That the Common Council of the City of Sheboygan hereby adopts the following budgeted revenue estimates and expenditure appropriations for the year 2023 as set forth in the attachment and established in the budget document:

Budgeted revenue estimates and expenditure appropriations for the year 2023 for the City's General Fund; Special Revenue Funds - Federal Grant, Park Impact Fee, Cable TV, MEG Unit, Harbor Centre Marina, Tourism, Library, Community Development Block Grant, Affordable Housing, Redevelopment Authority, Special Assessment, Stormwater; Debt Service - G.O. Debt Service; Capital Improvement Funds - Capital Projects Fund, Industrial Park Fund, TID 6, TID 10, TID 12, TID 13, TID 14, TID 15, TID 16, TID 17, TID 18, TID 19, TID 20, Environmental TID I; Proprietary Funds - Wastewater, Recycling, Boat Facilities, Parking Utility, Transit; Internal Service Funds - Health Insurance, Liability Insurance, Workers Compensation Insurance, Information Technology, Motor Vehicle; and Fiduciary Fund - Cemetery Perpetual Care.

BE IT FURTHER RESOLVED: That the Personnel Schedule as presented in the 2023 Budget be approved.

BE IT FURTHER RESOLVED: That the property tax levy required to finance the 2023 Budget is \$26,496,702.

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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



2022 PRELIMINARY BUDGET SUMMARY

BUDGET SUMMARY

GOVERNMENTAL FUNDS											
	General Fund	Special Revenue	Debt Service	Capital Improvement	Fiduciary Funds	Proprietary Funds*	2023 Preliminary	2022 Estimated*	2021 Actual*	2020 Actual*	
Revenue											Revenue
Taxes and Special Assessments	\$19,770,233	\$4,712,582	\$3,893,947	\$7,622,542	\$0	\$0	\$35,999,304	\$35,780,808	\$35,384,011	\$32,314,503	Taxes
Licenses and Permits	\$1,014,020	\$0	\$0	\$0	\$0	\$700	\$1,014,720	\$1,067,105	\$1,070,691	\$1,180,320	Licenses and Permits
Intergovernmental Revenue	\$14,851,789	\$1,885,994	\$0	\$2,950,644	\$0	\$3,649,822	\$23,338,249	\$22,438,203	\$21,511,381	\$21,177,676	Intergovernmental Revenue
Intergovernmental Charges for Services	\$578,000	\$0	\$0	\$0	\$0	\$24,000	\$602,000	\$577,160	\$337,425	\$317,459	Intergovernmental Charges for Services
Charges for Services	\$3,160,430	\$1,486,420	\$0	\$45,470	\$9,400	\$11,216,573	\$15,918,293	\$15,503,040	\$15,640,672	\$14,849,699	Charges for Services
Fines and Forfeitures	\$981,500	\$4,500	\$0	\$0	\$0	\$2,500	\$988,500	\$1,127,277	\$1,209,649	\$998,583	Fines and Forfeitures
Miscellaneous Revenue	\$345,660	\$806,100	\$142,067	\$772,090	\$25,000	\$350,887	\$2,441,804	\$1,738,889	\$4,207,455	\$5,690,694	Miscellaneous Revenue
Other Financing Sources	\$2,549,288	\$3,590,418	\$451,750	\$7,744,032	\$0	\$2,389,194	\$16,724,682	\$17,646,957	\$15,812,158	\$26,699,450	Other Financing Sources
Total Revenue	\$43,250,920	\$12,486,014	\$4,487,764	\$19,134,778	\$34,400	\$17,633,676	\$97,027,552	\$95,879,439	\$95,173,442	\$103,228,384	Total Revenue
Expenditures											Expenditures
General Government	\$5,823,398	\$11,047,973	\$0	\$600,000	\$0	\$0	\$17,471,371	\$19,950,890	\$6,980,526	\$13,446,500	General Government
Public Safety	\$24,236,250	\$55,583	\$0	\$2,691,300	\$0	\$0	\$26,983,133	\$26,472,757	\$24,116,539	\$22,594,632	Public Safety
Public Works	\$8,986,001	\$0	\$0	\$8,700,000	\$0	\$17,650,449	\$35,336,450	\$41,437,598	\$25,770,142	\$22,235,816	Public Works
Health and Human Services	\$205,243	\$0	\$0	\$0	\$0	\$0	\$205,243	\$218,270	\$220,186	\$184,550	Health and Human Services
Culture and Recreation	\$2,929,870	\$6,374,284	\$0	\$60,000	\$0	\$179,312	\$9,543,466	\$10,655,115	\$11,112,960	\$7,154,868	Culture and Recreation
Conservation and Development	\$378,463	\$2,447,068	\$0	\$8,970,750	\$0	\$0	\$11,796,281	\$10,648,075	\$10,888,839	\$6,030,300	Conservation and Development
Transfers and other expenses	\$3,745,775	\$908,804	\$4,487,764	\$550,036	\$18,400	\$0	\$9,710,779	\$5,562,059	\$7,989,616	\$34,430,325	Transfers and other expenses
Total Expenditures	\$46,305,000	\$20,833,712	\$4,487,764	\$21,572,086	\$18,400	\$17,829,761	\$111,046,723	\$114,944,764	\$87,078,808	\$106,076,991	Total Expenditures
Excess of revenues over (under) expenditures	-\$3,054,080	-\$8,347,698	\$0	-\$2,437,308	\$16,000	-\$196,085	-\$14,019,171	-\$19,065,325	\$8,094,634	-\$2,848,607	Excess of revenues over (under) expenditures
Net Property Tax Required	\$18,291,060	\$2,936,082	\$3,893,947	\$1,375,613	\$0	\$0	\$26,496,702	\$25,967,449	\$25,396,842	\$24,092,872	Net Property Tax Required
Equalized Valuation*							\$3,578,184,300	\$3,147,701,000	\$3,074,483,600	\$2,724,220,600	Equalized Valuation (Excluding TID)
EQUALIZED TAX RATE							7.405	8.250	8.261	8.844	EQUALIZED TAX RATE

**PERSONNEL SCHEDULE**  
**AUTHORIZED PERMANENT POSITIONS 2020 - 2023**

	<b>2020</b>	<b>2021</b>	<b>2022</b>	<b>2022</b>	<b>2023</b>
	<b><u>Actual</u></b>	<b><u>Actual</u></b>	<b><u>Adopted</u></b>	<b><u>Estimated</u></b>	<b><u>Preliminary</u></b>
<b>GENERAL FUND</b>					
<b>GENERAL GOVERNMENT</b>					
<b>Office of the Mayor</b>					
Mayor	1.00	1.00	1.00	1.00	1.00
Communications Specialist/Administrative Assistant	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>
<b>Total Office of the Mayor</b>	<b>2.00</b>	<b>2.00</b>	<b>2.00</b>	<b>2.00</b>	<b>2.00</b>
<b>Office of the City Clerk</b>					
City Clerk	1.00	1.00	1.00	1.00	1.00
Deputy City Clerk	1.00	1.00	1.00	1.00	1.00
Council/License Clerk	1.00	1.00	1.00	1.00	1.00
Elections Specialist	<u>0.75</u>	<u>0.75</u>	<u>0.75</u>	<u>0.75</u>	<u>0.75</u>
<b>Total Office of the City Clerk</b>	<b>3.75</b>	<b>3.75</b>	<b>3.75</b>	<b>3.75</b>	<b>3.75</b>
<b>Office of the City Administrator</b>					
City Administrator	1.00	1.00	1.00	1.00	1.00
Management Analyst	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>
<b>Total Office of the City Administrator</b>	<b>2.00</b>	<b>2.00</b>	<b>2.00</b>	<b>2.00</b>	<b>2.00</b>
<b>Finance Department</b>					
Finance Director/Treasurer	1.00	1.00	1.00	1.00	1.00
Deputy Finance Director	1.00	1.00	1.00	1.00	1.00
Senior Payroll Specialist	0.00	0.00	1.00	1.00	1.00
Internal Auditor/Grant Accountant	1.00	1.00	1.00	1.00	1.00
Financial Reporting Analyst	1.00	1.00	1.00	1.00	1.00
Accounts Payable Associate	1.00	1.00	1.00	1.00	1.00
Accounts Receivable Associate	1.00	1.00	1.00	1.00	1.00
Purchasing Agent (County Contract Employee)	0.50	0.50	0.50	0.50	0.50
Accounting Associate	<u>0.40</u>	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>
<b>Total Finance Department</b>	<b>6.90</b>	<b>7.50</b>	<b>8.50</b>	<b>8.50</b>	<b>8.50</b>
<b>Human Resources Department</b>					
Director of Human Resources	1.00	1.00	1.00	1.00	1.00
Senior Payroll Specialist*	1.00	1.00	0.00	0.00	0.00
Benefit Administrator/Analyst	1.00	1.00	0.00	0.00	0.00
HR Generalist	1.00	1.00	2.00	2.00	2.00
Accountant I	0.60	0.00	0.00	0.00	0.00
HR Administrative Assistant	<u>0.00</u>	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>
<b>Total Human Resources Department</b>	<b>4.60</b>	<b>5.00</b>	<b>4.00</b>	<b>4.00</b>	<b>4.00</b>
*Senior Payroll Specialist transferred from HR to Finance in 2021					
<b>Office of the City Attorney</b>					
City Attorney	1.00	1.00	1.00	1.00	1.00
Assistant City Attorney	1.00	1.00	1.00	1.00	1.00
Assistant City Attorney - PT	0.40	0.40	0.40	0.40	0.40
Legal Assistant	<u>2.00</u>	<u>2.00</u>	<u>2.00</u>	<u>2.00</u>	<u>2.00</u>
<b>Total City Attorney's Office</b>	<b>4.40</b>	<b>4.40</b>	<b>4.40</b>	<b>4.40</b>	<b>4.40</b>
<b>Municipal Court</b>					
Municipal Court Judge	0.50	0.50	0.50	0.50	0.50
Municipal Court Clerk	1.00	1.00	1.00	1.00	1.00
Assistant Municipal Court Clerk	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>
<b>Total Municipal Court</b>	<b>2.50</b>	<b>2.50</b>	<b>2.50</b>	<b>2.50</b>	<b>2.50</b>
<b>PUBLIC SAFETY</b>					
<b>Police Department</b>					
Chief of Police	1.00	1.00	1.00	1.00	1.00
Captain	3.00	3.00	3.00	3.00	3.00
Lieutenant	4.00	4.00	4.00	4.00	4.00
Sergeant	9.00	9.00	9.00	9.00	9.00
Detective	7.00	7.00	7.00	7.00	7.00
Police Officer (Includes School Resource Officers)	60.00	60.00	60.00	60.00	60.00
Office Manager	1.00	1.00	1.00	1.00	1.00
Communications & Electronics Technician	1.00	1.00	1.00	1.00	1.00
Court Services Secretary	2.00	2.00	2.00	2.00	2.00
Community Service Officer	1.00	1.00	1.00	1.00	1.00
Record Specialist Clerk	8.00	8.00	7.90	7.90	7.90
Time Agency Coordinator	1.00	1.00	1.00	1.00	1.00
Department Secretary	2.00	2.00	2.00	2.00	2.00
Crime Analyst	1.00	1.00	1.00	1.00	1.00
Fleet Mechanic	1.00	1.00	1.00	1.00	1.00

**PERSONNEL SCHEDULE**  
**AUTHORIZED PERMANENT POSITIONS 2020 - 2023**

	2020	2021	2022	2022	2023
	<u>Actual</u>	<u>Actual</u>	<u>Adopted</u>	<u>Estimated</u>	<u>Preliminary</u>
Property Officer	1.00	1.00	1.00	1.00	1.00
Digital Evidence Manager	1.00	1.00	1.00	1.00	1.00
<b>Total Police Department</b>	<b>104.00</b>	<b>104.00</b>	<b>103.90</b>	<b>103.90</b>	<b>103.90</b>
<b>Fire Department</b>					
Fire Chief	1.00	1.00	1.00	1.00	1.00
Assistant Fire Chief	2.00	2.00	2.00	2.00	2.00
Division Fire Chief	0.00	0.00	0.00	0.00	1.00
Battalion Chief	4.00	4.00	4.00	4.00	3.00
Fire Captain	3.00	3.00	3.00	3.00	3.00
Fire Lieutenant	11.00	12.00	12.00	12.00	12.00
Fire Equipment Operator	15.00	15.00	15.00	15.00	15.00
Firefighter/Paramedic	36.00	36.00	36.00	36.00	36.00
Admin Coordinator	1.00	1.00	1.00	1.00	1.00
Administrative Assistant	0.50	0.50	0.625	0.625	0.625
<b>Total Fire Department</b>	<b>73.50</b>	<b>74.50</b>	<b>74.625</b>	<b>74.625</b>	<b>74.625</b>
*Ambulance Fund was combined into Fire Department during 2022					
<b>Building Inspection</b>					
Building Inspector	2.00	2.00	2.00	2.00	2.00
Electrical Inspector	1.00	1.00	1.00	1.00	1.00
Plumbing Inspector	1.00	1.00	1.00	1.00	1.00
Code Enforcement Officer - PT	1.00	1.00	1.00	1.00	1.00
Building Inspection Specialist	1.00	1.00	1.00	1.00	1.00
Building Inspection Licensing Clerk	1.00	1.00	1.00	1.00	1.00
Permit Clerk	1.00	1.00	1.00	1.00	1.00
<b>Total Building Inspection</b>	<b>8.00</b>	<b>8.00</b>	<b>8.00</b>	<b>8.00</b>	<b>8.00</b>
<b>PUBLIC WORKS</b>					
<b>Department of Public Works</b>					
<b>Administration</b>					
Director Public Works	1.00	1.00	1.00	1.00	1.00
Business Manager	1.00	1.00	1.00	1.00	1.00
Admin Coordinator	0.00	0.00	1.00	1.00	1.00
Clerk II	2.00	2.00	2.00	2.00	2.00
<b>Total Public Works Administration</b>	<b>4.00</b>	<b>4.00</b>	<b>5.00</b>	<b>5.00</b>	<b>5.00</b>
<b>Engineering</b>					
City Engineer	1.00	1.00	1.00	1.00	1.00
Civil Engineer/Project Manager	2.00	2.00	2.00	2.00	2.00
Assistant Engineer/Surveyor	1.00	1.00	1.00	1.00	1.00
Senior Engineer Technician	1.00	1.00	1.00	1.00	1.00
Engineering Technician	2.00	1.00	1.00	1.00	1.00
GIS Project Specialist	1.00	1.00	1.00	1.00	1.00
Environmental Engineer	0.00	1.00	1.00	1.00	1.00
<b>Total Engineering</b>	<b>8.00</b>	<b>8.00</b>	<b>8.00</b>	<b>8.00</b>	<b>8.00</b>
<b>Facilities and Traffic</b>					
Facilities Superintendent	1.00	1.00	1.00	1.00	1.00
Maintenance Worker IV-Leadman Sign Shop	1.00	1.00	1.00	1.00	1.00
Maintenance Technician	0.00	0.00	2.00	2.00	2.00
Journeyman Electrician	2.00	2.00	2.00	2.00	2.00
Maintenance Worker	4.00	4.00	1.00	1.00	1.00
Maintenance Worker - Sign Shop	1.00	3.00	3.00	3.00	3.00
Maintenance Worker - City Hall	1.00	1.00	0.00	0.00	0.00
Custodian II	0.00	0.00	1.00	1.00	1.00
Custodian I	0.00	0.00	1.00	1.00	2.00
Custodian I - PT	0.00	0.00	0.50	0.50	0.00
<b>Total Facilities and Traffic</b>	<b>10.00</b>	<b>12.00</b>	<b>12.50</b>	<b>12.50</b>	<b>13.00</b>
<b>Streets and Sanitation</b>					
Streets & Sanitation Superintendent	1.00	1.00	1.00	1.00	1.00
Streets & Sanitation Supervisor	1.00	1.00	1.00	1.00	1.00
Engineering Technician	1.00	1.00	1.00	1.00	1.00
Foreman - Streets & Sanitation	1.00	0.00	2.00	2.00	2.00
Heavy Equipment Operator - Streets	1.00	4.00	4.00	4.00	4.00
Equipment Operator - Streets	7.00	2.00	2.00	2.00	4.00
Equipment Operator - Sewer					1.00
Equipment Operator - Sanitation	4.00	4.00	4.00	4.00	4.00
Maintenance Worker - Streets	19.00	16.00	16.00	16.00	14.00
Maintenance Worker - Sewer	1.00	0.00	0.00	0.00	3.00
<b>Total Streets and Sanitation</b>	<b>36.00</b>	<b>29.00</b>	<b>31.00</b>	<b>31.00</b>	<b>35.00</b>

**PERSONNEL SCHEDULE**  
**AUTHORIZED PERMANENT POSITIONS 2020 - 2023**

	<b>2020</b>	<b>2021</b>	<b>2022</b>	<b>2022</b>	<b>2023</b>
	<b><u>Actual</u></b>	<b><u>Actual</u></b>	<b><u>Adopted</u></b>	<b><u>Estimated</u></b>	<b><u>Preliminary</u></b>
<b>Parks and Cemetery</b>					
Parks & Forestry Superintendent	1.00	1.00	1.00	1.00	1.00
City Forester	1.00	1.00	1.00	1.00	1.00
Foreman - Parks	2.00	2.00	2.00	2.00	1.00
Heavy Equipment Operator - Parks	1.00	1.00	1.00	1.00	2.00
Equipment Operator - Parks	2.00	2.00	2.00	2.00	2.00
Arborist	6.00	3.00	3.00	3.00	3.00
Maintenance Worker - Parks	6.00	6.00	6.00	6.00	6.00
Cemetery Worker	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>
<b>Total Parks and Cemetery</b>	<b>20.00</b>	<b>17.00</b>	<b>17.00</b>	<b>17.00</b>	<b>17.00</b>
<b>Total Department of Public Works</b>	<b>78.00</b>	<b>70.00</b>	<b>73.50</b>	<b>73.50</b>	<b>78.00</b>
<b>CULTURE AND RECREATION</b>					
<b>Senior Services</b>					
Uptown Social Director	1.00	1.00	1.00	1.00	1.00
Engagement Coordinator	1.00	1.00	1.00	1.00	1.00
Program & Wellness Coordinator	0.00	1.00	1.00	1.00	1.00
Custodian	<u>0.28</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
<b>Total Senior Services</b>	<b>2.28</b>	<b>3.00</b>	<b>3.00</b>	<b>3.00</b>	<b>3.00</b>
<b>CONSERVATION AND DEVELOPMENT</b>					
<b>Planning and Development</b>					
Planning & Development Director	1.00	1.00	1.00	1.00	1.00
Planning & Zoning Manager	1.00	1.00	1.00	1.00	1.00
Community Development Planner	1.00	1.00	1.00	1.00	1.00
Neighborhood Development Planner	1.00	1.00	0.00	0.00	0.00
Program Assistant	0.00	0.00	1.00	1.00	1.00
Grant Coordinator	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>
<b>Total Planning and Development</b>	<b>5.00</b>	<b>5.00</b>	<b>5.00</b>	<b>5.00</b>	<b>5.00</b>
<b>TOTAL GENERAL FUND</b>	<b>296.93</b>	<b>291.65</b>	<b>295.18</b>	<b>295.18</b>	<b>299.68</b>
<b>SPECIAL REVENUE FUND</b>					
<b>Mead Public Library</b>					
Library Director	1.00	1.00	1.00	1.00	1.00
Administrative Services Manager	1.00	1.00	1.00	1.00	1.00
Public Services Manager	1.00	1.00	1.00	1.00	1.00
Support Services Manager	1.00	1.00	1.00	1.00	1.00
Librarian	8.00	9.00	9.00	9.00	9.00
Maintenance Supervisor	0.00	1.00	1.00	1.00	1.00
IT Specialist	1.00	1.00	1.00	1.00	1.00
Communications Specialist	1.00	1.00	1.00	1.00	1.00
Maintenance Technician	2.00	1.00	1.00	1.00	1.00
Administrative Assistant	1.00	1.00	1.00	1.00	1.00
Cataloger	3.00	3.00	3.00	3.00	3.00
Public Safety Specialist	1.00	1.00	1.00	1.00	1.00
Library Program Specialist	0.00	0.00	0.00	3.00	3.00
Library Assistant	9.25	9.25	9.25	6.50	6.50
Cleaner	2.00	2.00	1.50	1.00	1.00
Library Page	<u>6.50</u>	<u>6.00</u>	<u>6.75</u>	<u>6.75</u>	<u>6.75</u>
<b>Total Mead Public Library</b>	<b>38.75</b>	<b>39.25</b>	<b>39.50</b>	<b>39.25</b>	<b>39.25</b>
<b>Cable Television</b>					
TV Program Director	1.00	1.00	1.00	1.00	1.00
TV Production Technician	<u>0.25</u>	<u>0.25</u>	<u>0.25</u>	<u>0.25</u>	<u>0.25</u>
<b>Total Cable Television</b>	<b>1.25</b>	<b>1.25</b>	<b>1.25</b>	<b>1.25</b>	<b>1.25</b>
<b>TOTAL SPECIAL REVENUE FUND</b>	<b>42.50</b>	<b>43.00</b>	<b>43.25</b>	<b>43.00</b>	<b>43.00</b>
<b>PROPRIETARY FUNDS</b>					
<b>Recycling Utility</b>					
Foreman - Streets & Sanitation	0.00	1.00	1.00	1.00	1.00
Equipment Operator - Recycling	<u>2.00</u>	<u>2.00</u>	<u>2.00</u>	<u>2.00</u>	<u>2.00</u>
<b>Total Recycling Utility</b>	<b>2.00</b>	<b>3.00</b>	<b>3.00</b>	<b>3.00</b>	<b>3.00</b>
<b>Transit Utility</b>					
Director Parking/Transit	0.70	0.70	1.00	0.70	0.70
Transit Op Sup Dispatch	2.00	2.00	2.00	2.00	2.00
SET Supervisor	1.00	1.00	0.00	0.00	0.00

**PERSONNEL SCHEDULE**  
**AUTHORIZED PERMANENT POSITIONS 2020 - 2023**

	2020	2021	2022	2022	2023
	<u>Actual</u>	<u>Actual</u>	<u>Adopted</u>	<u>Estimated</u>	<u>Preliminary</u>
Lead Support - ADA Coordinator	0.00	0.00	0.00	0.00	0.00
Lead Dispatcher	0.00	0.00	0.00	0.00	0.00
Fill-In Dispatcher	0.00	0.00	0.00	0.00	0.00
Lead Mechanic	1.00	1.00	1.00	1.00	1.00
Mechanic	3.00	3.00	3.00	3.00	3.00
Administrative Coordinator	1.00	1.00	1.00	1.00	0.00
Safety & Training Coordinator	0.00	0.00	1.00	1.00	1.00
ADA & Paratransit Coordinator	0.00	0.00	1.00	1.00	1.00
Transit Coordinator I	3.00	3.00	3.00	2.25	2.25
Fixed Route Operator	28.00	28.00	17.60	19.00	19.00
Paratransit Operator	12.00	12.00	10.05	7.00	7.00
Hostler	1.50	0.00	0.00	0.00	0.00
Maintenance Assistant	1.00	2.25	1.90	1.25	1.60
Utility Worker	0.00	0.00	1.50	0.00	0.00
Cleaner	<u>0.00</u>	<u>0.00</u>	<u>1.05</u>	<u>0.00</u>	<u>0.00</u>
<b>Total Transit Utility</b>	<b>54.20</b>	<b>53.95</b>	<b>45.10</b>	<b>39.20</b>	<b>38.55</b>
<b>Parking Utility</b>					
Director Parking and Transit	0.30	0.30	0.30	0.30	0.30
Lead Maintenance Worker	0.00	0.00	1.00	1.00	1.00
Lead Worker I	1.00	1.00	0.00	0.00	0.00
Maintenance/Grounds Worker I	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>
<b>Total Parking Utility</b>	<b>2.30</b>	<b>2.30</b>	<b>2.30</b>	<b>2.30</b>	<b>2.30</b>
<b>Water Utility</b>					
Superintendent	1.00	1.00	1.00	1.00	1.00
Utility Accountant	1.00	1.00	1.00	1.00	1.00
Distribution Supervisor	1.00	1.00	1.00	1.00	1.00
Operations Supervisor	1.00	1.00	1.00	1.00	1.00
Customer Relations/Fiscal Supervisor	1.00	1.00	1.00	1.00	1.00
Utility Engineer 2	1.00	1.00	1.00	0.00	0.00
Utility Engineer 1	0.00	0.00	0.00	1.00	1.00
GIS/Civil Technician	1.00	1.00	1.00	1.00	1.00
Lead Distribution Technician	1.00	1.00	1.00	1.00	1.00
Distribution Technician	6.00	6.00	6.00	6.00	5.00
Lead Operations Technician	1.00	1.00	1.00	1.00	1.00
Operator	5.00	5.00	5.00	5.00	5.00
Operations Technician	2.00	2.00	2.00	2.00	2.00
Utility Support Specialist	4.00	4.00	4.00	4.00	4.00
Billing/Lead Service Line Specialisty	0.00	0.00	0.00	0.00	1.00
Lab Technician	1.00	1.00	1.00	1.00	1.00
Lead Service Technician	1.00	1.00	1.00	1.00	1.00
Service Technician	<u>3.00</u>	<u>3.00</u>	<u>3.00</u>	<u>3.00</u>	<u>3.00</u>
<b>Total Water Utility</b>	<b>31.00</b>	<b>31.00</b>	<b>31.00</b>	<b>31.00</b>	<b>31.00</b>
<b>Wastewater Utility</b>					
Superintendent	1.00	1.00	1.00	1.00	1.00
Assistant Superintendent	0.00	0.00	1.00	0.00	0.00
Pre-Treatment Supervisor	1.00	1.00	1.00	1.00	1.00
Lab Technician II	1.00	0.00	0.00	0.00	0.00
Maintenance Supervisor	1.00	1.00	0.00	0.00	0.00
Process System/OPCO	1.00	1.00	1.00	1.00	1.00
Electrician	1.00	1.00	1.00	1.00	1.00
Lab Technician	1.00	1.00	1.00	1.00	1.00
Plant Maintenance Mechanic	3.00	3.00	3.00	3.00	3.00
Plant Operator	4.00	4.00	4.00	4.00	4.00
Administrative Assistant	<u>1.00</u>	<u>1.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
<b>Total Wastewater Utility</b>	<b>15.00</b>	<b>14.00</b>	<b>13.00</b>	<b>12.00</b>	<b>12.00</b>
<b>TOTAL PROPRIETARY FUND</b>	<b>104.50</b>	<b>104.25</b>	<b>94.40</b>	<b>87.50</b>	<b>86.85</b>
<b>INTERNAL SERVICE FUNDS</b>					
<b>Information Technology</b>					
Information Technology Director	1.00	1.00	1.00	1.00	1.00
Systems Analyst	2.00	2.00	2.00	2.00	2.00
Network Administrator	2.00	1.00	1.00	1.00	1.00
Technical Support Analyst	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>
<b>Total Information Technology</b>	<b>6.00</b>	<b>5.00</b>	<b>5.00</b>	<b>5.00</b>	<b>5.00</b>
<b>Motor Vehicle</b>					
Equipment Services Supervisor	1.00	1.00	1.00	1.00	1.00
Master Mechanic	1.00	1.00	1.00	1.00	1.00

**PERSONNEL SCHEDULE**  
**AUTHORIZED PERMANENT POSITIONS 2020 - 2023**

	2020	2021	2022	2022	2023
	<u>Actual</u>	<u>Actual</u>	<u>Adopted</u>	<u>Estimated</u>	<u>Preliminary</u>
Mechanic	2.00	2.00	2.00	2.00	2.00
Service Mechanic	<u>2.00</u>	<u>2.00</u>	<u>2.00</u>	<u>2.00</u>	<u>2.00</u>
<b>Total Motor Vehicle</b>	<b>6.00</b>	<b>6.00</b>	<b>6.00</b>	<b>6.00</b>	<b>6.00</b>
<hr/>					
<b>TOTAL INTERNAL SERVICE FUNDS</b>	<b>12.00</b>	<b>11.00</b>	<b>11.00</b>	<b>11.00</b>	<b>11.00</b>
<b>TOTAL PROPRIETARY FUNDS</b>	<b>116.50</b>	<b>115.25</b>	<b>105.40</b>	<b>98.50</b>	<b>97.85</b>
<b>TOTAL CITY FUNDS</b>	<b>455.93</b>	<b>449.90</b>	<b>443.83</b>	<b>436.68</b>	<b>440.53</b>



Gen. Ord. No. 11 - 22 - 23. By Alderpersons Perrella, Felde, Ramey, Rust, and Salazar. October 3, 2022.

AN ORDINANCE amending sec. 82-1 of the Sheboygan Municipal Code so as to provide for a minimum wage of \$15.00 per hour for all City of Sheboygan employees whose compensation is under the authority of the Common Council and set by the City's employee classification and compensation program.

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

Section 1. Section 82-1 of the Municipal Code entitled "Responsibility for maintenance and approval of program" is hereby amended so as to add subsection (c) to read as follows:

"Sec. 82-1. - Responsibility for maintenance and approval of program.

. . .

(c) Notwithstanding the terms of the program, no employee of the city, except those excluded pursuant to Sec. 82-23, shall be paid less than \$15.00 per hour. This subsection shall not apply to election inspectors. Any employee whose salary would otherwise be less than \$15.00 per hour because of the terms and calculations within the program shall be paid \$15.00 per hour.

(d) Boards and commissions may choose to have the provisions of subsection (c) apply to their employees pursuant to Sec. 82-8."

Section 2. General Ordinance No. 48-15-16, establishing the salaries of crossing guards, is hereby repealed.

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.

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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