



# **LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE AGENDA**

**August 24, 2022 at 4:15 PM**

**City Hall - Conference Room 106, 828 Center Avenue,  
Sheboygan, WI**

It is possible that a quorum (or a reverse quorum) of the Sheboygan Common Council or any other City committees/boards/commissions may be in attendance, thus requiring a notice pursuant to State ex rel. Badke v. Greendale Village Board, 173 Wis. 2d 553, 494 N.W.2d 408 (1993).

Persons with disabilities who need accommodations to attend this meeting should contact the City Attorney's Office at 828 Center Avenue, Suite 210, Sheboygan, Wisconsin, Ph. 920-459-3917. Persons other than committee members who wish to participate remotely shall provide notice to the City Attorney's Office at Ph. 920-459-3917 at least 24 hours before the meeting so that the person may be provided a remote link for that purpose.

## **OPENING OF MEETING**

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. Introduction of Committee members, staff and guests

## **MINUTES**

- [5.](#) Approval of Minutes - August 10, 2022

## **ITEMS FOR DISCUSSION AND POSSIBLE ACTION**

- [6.](#) Res. No. 55-22-23 (8-15-22) A Resolution authorizing the appropriate City officials to execute an agreement with Axim Geospatial for on-demand GIS support to the Sheboygan Police Department.
- [7.](#) Res. No. 56-22-23 (8-15-22) A Resolution authorizing entering into an Intergovernmental Cooperative Agreement with the Village of Kohler with regard to providing City of Sheboygan Fire personnel, equipment, and/or services in response to mass casualty events that result from an act of violence at the Aurora Medical Center-Sheboygan County, located at 3400 Union Avenue.
- [8.](#) R. O. No. 56-22-23 (DIRECT REFERRAL) by City Clerk submitting various license applications.
- [9.](#) R. O. No. 55-22-23 (8-15-22) by City Clerk submitting a license application (SS Northstar).

## **NEXT MEETING DATE**

10. Next meeting date will be September 14, 2022

## **ADJOURN**

11. 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****LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE MINUTES****Wednesday, August 10, 2022**

**COMMITTEE MEMBERS PRESENT:** Chair Alderperson Barb Felde, Vice Chair Alderperson Betty Ackley, Alderperson Joseph Heidemann

**COMMITTEE MEMBERS EXCUSED:** Alderperson Dean Dekker, Alderperson Amanda Salazar

**STAFF/OFFICIALS PRESENT:** City Attorney Charles Adams, Police Chief Christopher Domagalski, Fire Chief Eric Montellano, Paralegal Kathy Hoffman

**OTHERS PRESENT:** Dave Felde

**OPENING OF MEETING**

1. Call to Order

Chair Alderperson Barb Felde called the meeting to order at 4:15 PM.

2. Roll Call
3. Pledge of Allegiance

The Pledge of Allegiance was recited.

4. Introduction of Committee members, staff and guests

**MINUTES**

5. Approval of Minutes

MOTION TO APPROVE THE MINUTES OF THE PREVIOUS MEETING HELD JULY 27, 2022.

Motion made by Alderperson Heidemann, seconded by Vice Chair Ackley.

Voting Yea: Chair Felde, Vice Chair Ackley, Alderperson Heidemann.

**ITEMS FOR DISCUSSION AND POSSIBLE ACTION**

6. Res. No. 48-22-23 (8-1-22) A Resolution establishing a rotational dispatch contract for emergency securement and board-up after fire incidents.

Chief Montellano explained the rotational call list for restoration companies and answered questions from the Committee.

MOTION TO RECOMMEND THE COMMON COUNCIL ADOPT RES. NO. 48-22-23.

Motion made by Vice Chair Ackley, seconded by Alderperson Heidemann.

Voting Yea: Chair Felde, Vice Chair Ackley, Alderperson Heidemann.

7. Gen. Ord. No. 8-22-23 (8-1-22) An Ordinance expanding the Disorderly Conduct Ordinance so as to prohibit harassment of an individual on the basis of their status as an election official and requiring an increased forfeiture for violations of this nature, and clarifying that disorderly conduct may include harassment by the use of telecommunication devices.

City Attorney Adams reviewed the ordinance and answered questions from the Committee.

MOTION TO RECOMMEND THE COMMON COUNCIL ADOPT GEN. ORD. NO. 8-22-23.

Motion made by Alderperson Heidemann, seconded by Vice Chair Ackley.

Voting Yea: Chair Felde, Vice Chair Ackley, Alderperson Heidemann.

8. Beverage Operator's License [RENEW] App. No. 7570 (Juan D. Coronado) - HEARING REGARDING NON-RENEWAL OF LICENSE.

Juan D. Coronado failed to appear before the Committee.

MOTION TO UPHOLD THE DECISION TO DENY RENEWAL OF BEVERAGE OPERATOR LICENSE NO. 7570 HELD BY JUAN D. CORONADO DUE TO HIS RECORD OF VIOLATIONS RELATED TO THE LICENSED ACTIVITY, HIS HISTORY AS A HABITUAL LAW OFFENDER, AND HIS FAILURE TO COOPERATE WITH STAFF FOR THE COMMITTEE.

Motion made by Vice Chair Ackley, seconded by Alderperson Heidemann.

Voting Yea: Chair Felde, Vice Chair Ackley, Alderperson Heidemann.

9. R. O. No. 42-22-23 (7-18-22) by City Clerk submitting various license applications: Class "B" Beer Lic. App. No. 3519 (Lupita's Mexican Store LLC).

MOTION TO APPROVE CLASS "B" BEER LIC. APP. NO. 3519 (LUPITA'S MEXICAN STORE LLC).

Motion made by Alderperson Heidemann, seconded by Vice Chair Ackley.

Voting Yea: Chair Felde, Vice Chair Ackley, Alderperson Heidemann.

10. R. O. No. 51-22-23 (8-1-22) by City Clerk submitting various license applications.

MOTION TO APPROVE THE APPLICATIONS ON R.O. NO. 51-22-23.

Motion made by Vice Chair Ackley, seconded by Alderperson Heidemann.

Voting Yea: Chair Felde, Vice Chair Ackley, Alderperson Heidemann.

11. Update regarding Alcohol Beverage License No. 2301 (One More Time, LLC - MOJO) Item 5.  
DISCUSSION ONLY

City Attorney Adams discussed the status of the Petition for Writ of Certiorari filed in Sheboygan Circuit Court by One More Time, LLC (Case No. 22CV377).

#### **NEXT MEETING DATE**

12. The next committee meeting is scheduled to be held on August 24, 2022 at 4:15 p.m.

#### **ADJOURN**

13. Motion to adjourn

MOTION TO ADJOURN AT 4:42 PM.

Motion made by Vice Chair Ackley, seconded by Alderperson Heidemann.

Voting Yea: Chair Felde, Vice Chair Ackley, Alderperson Heidemann.

III

Res. No. 55 - 22 - 23. By Alderpersons Felde and Ackley. August 15, 2022.

A RESOLUTION authorizing the appropriate City officials to execute an agreement with Axim Geospatial for on-demand GIS support to the Sheboygan Police Department.

WHEREAS, the Sheboygan Police Department regularly utilizes City ESRI GIS software to analyze data collected in its Spillman Software database; and

WHEREAS, the Department desires to retain on-demand technical support to assist with troubleshooting in the absence of an in-house GIS technician.

NOW, THEREFORE, BE IT RESOLVED: That the Police Chief is authorized to execute the attached agreement with Axim Geospatial for on-demand GIS support and to draw funds, not to exceed \$10,000, from Account No. 101210-531100 (Contracted Services) to pay for the services performed pursuant to this agreement.

UHPS

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

## CITY OF SHEBOYGAN

REQUEST FOR LICENSING, HEARINGS AND PUBLIC SAFETY COMMITTEE  
CONSIDERATION

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**ITEM DESCRIPTION:** Resolution 55-22-23, authorizing the Police Chief to execute an agreement with Axim Geospatial for on demand GIS support.

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**REPORT PREPARED BY:** Christopher Domagalski, Chief of Police

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**REPORT DATE:** August 17, 2022

**MEETING DATE:** August 24, 2022

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**FISCAL SUMMARY:**

Budget Line Item:	101210-531100	Wisconsin	N/A
Budget Summary:	N/A	Statutes:	
Budgeted Expenditure:	N/A	Municipal Code:	N/A
Budgeted Revenue:	N/A		

**STATUTORY REFERENCE:****BACKGROUND / ANALYSIS:**

The Police Department utilizes the City of Sheboygan ESRI GIS software to analyze and display data collected in its records management system. The connections and code can be disrupted or broken during the installation of software patches and updates. The city currently lacks the support expertise to trouble shoot or make these repairs if they would occur.

**STAFF COMMENTS:**

This agreement establishes a relationship with a trusted service provider should the need arise to engage their services.

**ACTION REQUESTED:**

Motion to recommend to Council to Approve the Resolution No. 55-22-23.

**ATTACHMENTS:**

- I. Res. No. 55-22-23
- II. Agreement

June 9, 2022

Cal Stoffel  
GIS Coordinator  
City of Sheboygan  
1315 N 23rd St.  
Sheboygan, WI 53081

Dear Cal,

Thank you for your interest in our GIS Support Block. Included in the following pages are Axim Geospatial's labor categories and labor rates.

GIS Support Blocks will provide a vehicle for accessing GIS support on-demand to City of Sheboygan. I hope you find this information helpful. If I can provide further assistance, please do not hesitate to contact me.

Thank you again for your interest. We look forward to working with you.

Sincerely,



Michael J. Chenevey  
Account Executive  
Axim Geospatial  
100 QBE Way, Suite 1225 | Sun Prairie, WI 53590  
p: (205) 725-5844 | c: (530) 514-4599 | e: mike.chenevey@aximgeo.com



## I. GIS Support Blocks

GIS Support Blocks provide a vehicle for accessing GIS support on-demand. Once a GIS Support Block is put in place, Axim Geospatial will provide professional services to assist City of Sheboygan with GIS support. All services provided as part of the GIS Support Blocks will be conducted by the most effective and cost-efficient method, including: virtually through remote network access, telephone conference calls, Internet (WebEx) demonstrations, or on-site consultants.

### ***How do GIS Support Blocks work?***

Once the GIS Support Block vehicle is in place, Axim Geospatial will provide City of Sheboygan with a single point of contact. Axim Geospatial will identify the support tasks and establish a communication plan for coordinating the activities of the task as well as status reporting. We will match the support task with the correct Axim Geospatial resource and their corresponding labor category.

If a support task becomes large, Axim Geospatial may require using a management team. This function includes people, processes, and technology that are designed to make sure that City of Sheboygan receives outstanding value. Milestones and completion dates will be established for the Planning and Analysis, Client review, Design, Client review, Development, Testing, and Installation/Implementation phases of a large task or project. There are many tasks and risks that have the potential to derail a project. To manage this effort, larger tasks or projects that we execute are assigned a Project Coordinator or Solutions Architect from Axim Geospatial.

## II. Pricing & Acceptance

Axim Geospatial is proposing our time and materials Support Block with a not-to-exceed price of **\$10,000**. We have provided our rates below:

Labor Category	Staff	Senior	Consultant
Geospatial Developer	\$223.46	\$268.15	
Geospatial Project Manager	\$207.81	\$256.97	
Project Coordinator	\$124.63	\$145.52	
Solutions Architect	\$241.48	\$298.53	
Solutions Engineer	\$223.46	\$268.15	
Application Architect	\$268.15	\$298.53	
Enterprise Architect			\$ 270.38
Geospatial Analyst	\$150.19	\$179.53	
Management Consultant			\$ 281.19
Subject Matter Expert		\$305.91	\$ 319.04

You may indicate your acceptance of the above proposal with a signature from authorized personnel from City of Sheboygan.

### City of Sheboygan

Support Block Amount (Not to Exceed): \$ 10,000

Signature: \_\_\_\_\_

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

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

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

#### **Quotation Terms and Conditions**

*This confidential quotation is valid for thirty (30) days unless otherwise stated and does not include shipping or tax unless otherwise stated. This contract will expire one year after signature. This quotation information is proprietary and may not be copied or released other than for the express purpose of system and service selection and purchase. This information may not be given to outside parties or used for any other purpose without written consent from Axim Geospatial.*

**Time and Materials Payment Terms:** Client will be billed monthly for all travel expenses and labor costs based on hours worked. Client agrees to NET 30 terms after receipt of invoice on this GIS support block. Supporting details will be provided in the monthly status report to detail hours, rates, and deliverable(s) performed during the preceding month.

## Standard Terms and Conditions

These standard terms and conditions ("Terms and Conditions") apply to any proposal, quotation and the resultant agreement relating to products and services sold by Axim Geospatial (herein after, "Axim") to a customer ("Customer"). These Terms and Conditions, together with the proposal, quotation and contract, including any statement of work, herein SOW, shall constitute the entire agreement ("Agreement") between the parties.

These Terms and Conditions are governed by the terms of the applicable License Agreement for any incorporated software ("License Agreement"). Capitalized terms used and not otherwise defined herein shall have the respective meaning set forth in the License Agreement.

### 1. GENERAL PROVISIONS.

This proposal including the SOW and all Terms and Conditions set forth herein, constitutes the entire agreement between Axim and Customer. The Terms and Conditions of the proposal shall govern and control the terms of any purchase order or purchase confirmation form from the Customer. Customer acknowledges that Axim has not authorized any of its sales agents or representatives to make any representations, warranties or agreements on behalf of, or to bind Axim in any way. This confidential proposal is valid for thirty (30) days and unless otherwise stated.

### 2. SCOPE OF SERVICES.

During the term of the Agreement, Axim shall furnish the services in accordance with the SOW set forth in the proposal.

### 3. WORK PERFORMANCE.

Axim agrees that all work performed hereunder shall be performed on a best effort basis by Axim's staff having an appropriate experience and skill level, and in compliance with the SOW.

### 4. TAXES.

Unless this Agreement specifies otherwise, the price included in the proposal does not include, and Customer is liable for and shall pay, all taxes, impositions, charges, and exactions imposed on or measured by this Agreement. Prices shall not include any taxes, impositions, charges, or exactions for which Customer has furnished a valid exemption certificate or evidence of exemption.

### 5. CHANGES.

No changes, modification, amendment shall be binding upon Axim unless otherwise agreed to in writing. Customer's authorized representative may in writing, direct changes within the general scope of the Agreement. If such change increases or decreases the cost or time required to perform this Agreement, Customer and Axim shall negotiate an equitable adjustment in the price and schedule to reflect the appropriate change. Axim shall adjust the proposal to reflect the change. Customer shall modify any purchase order or confirmation form and reissue to Axim accordingly.

### 6. INVOICE AND PAYMENT.

Customer shall pay Axim within thirty (30) days after receipt of invoice or as per the terms indicated in the proposal. Axim will bill Customer monthly for all travel expenses and labor costs based on hours worked.

### 7. CANCELLATION.

Customer shall provide thirty (30) days written notice to Axim prior to canceling an order. Customer will compensate Axim for all authorized services satisfactorily performed through the cancellation date under the payment terms in section 6 of these Terms and Conditions.

### 8. ASSIGNMENT.

Neither party shall assign any of its rights or interest in this Agreement or subcontract all or substantially all of its performance of this Agreement without the other party's prior written consent.

### 9. INDEMNITY.

The parties shall indemnify and hold harmless the other, its officers and employees from and against damages, claims liabilities, fines, penalties and expenses (to include reasonable attorney's fees) due to its negligent acts, willful misconduct, errors or omissions of any Axim employee during the performance of its obligations hereunder that arise out of (1) injuries or death to persons or damage to property, (2) services and/or deliverables agreed to under this order (3) violation of any federal, state, county or municipal laws. Axim's total liability to Customer for any reason shall not exceed the total amount paid to Axim by Customer for the services provided under this Agreement.

Axim's duty to defend and hold harmless Customer shall not apply to any liability claim for damages or injuries arising from or as a result of the negligence of Customer or employees / agents of Customer.

Axim shall have no liability for any claim of infringement to the extent based on (1) the use of a superseded or altered version of any Axim provided product or framework or (2) the combination, operation or use of the Axim provided product with software, hardware or other materials not furnished or authorized to be used by Axim.

To the extent permitted by law, in no event shall either party be liable to the other for any lost revenues, lost profits, incidental, indirect, consequential, special or punitive damages of any kind.

**10. WARRANTY.**

Axim warrants that it will perform the services in good faith and in conformance with professional industry standards. All Axim employees, that work on the project, shall have the knowledge, education, training, skills and experience of the subject matter to which they will be performing services.

Axim warrants the completed application against bugs and defects for a period of 30 days after acceptance. Ongoing support, functional enhancements, or performance issues caused by a change in the customer's IT environment are not included in the warranty. Coverage for these items will require a separate agreement.

**11. LIMITATION OF LIABILITY.**

NOTWITHSTANDING ANY OTHER PROVISION HEREOF, AXIM SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR EXEMPLARY LOSS, DAMAGE, COST OR EXPENSE (INCLUDING, WITHOUT LIMITATION, LOST PROFITS AND OPPORTUNITY COSTS), EVEN IF THE CUSTOMER HAS BEEN ADVISED, OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. AXIM'S AGGREGATE LIABILITY FOR DAMAGES ARISING OUT OF, RELATING TO OR IN ANY WAY CONNECTED WITH THE RELATIONSHIP OF THE PARTIES, THIS AGREEMENT, ITS NEGOTIATION OR TERMINATION, OR PURSUANT TO ANY SOW (WHETHER IN CONTRACT OR TORT) SHALL IN NO EVENT EXCEED THE AMOUNT OF FEES RECEIVED BY AXIM FROM CUSTOMER PURSUANT TO THE APPLICABLE SOW UNDER WHICH THE ALLEGED LIABILITY AROSE.

**12. FORCE MAJEURE.**

Neither party will be liable to the other for delays in performing any obligations under the Agreement due to circumstances beyond its reasonable control, including but not limited to revolts, insurrections, riots, wars, acts of enemies, national emergency, strikes, floods, earthquake, embargo, inability to secure materials or transportation, and acts of God, and other events beyond the reasonable control of the parties caused by nature or governmental authorities.

**13. SERVERABILITY.**

If any provision of the Agreement is found to be invalid, illegal or unenforceable, then, notwithstanding such invalidity, illegality or unenforceability, the Agreement and the remaining provisions shall continue in full force and effect. In this event the parties will agree upon a valid, binding and enforceable substitute provision which shall be as close as possible to the commercial interests of the invalid or unenforceable provision.

**14. GENERAL SERVICES ADMINISTRATION SCHEDULE.**

As indicated in the proposal, if applicable, this Agreement incorporates and shall be governed by the terms of a General Services Administration (GSA) Schedule entered by Axim and the U.S. Government. Axim's GSA Schedule number: GS-35F-682R.

**15. GOVERNING LAW.**

This Agreement and any disputes arising out of, or relating to, this Agreement shall be governed by the laws of the State of Wisconsin without regard to the conflict of law rules thereof, provided that (i) contract provisions that have been incorporated directly from or by express reference to the Federal Acquisition Regulations ("FAR"), FAR supplements or GSA schedule terms, (ii) contract provisions that have been flowed down from a contract with the U.S. Government, and (iii) the Changes and Termination for Convenience articles, shall be construed and interpreted according to the federal common law of government contracts, as enunciated and applied by federal judicial bodies, boards of contract appeals, and quasi-judicial agencies of the federal government.

**16. DISPUTE RESOLUTION.**

Customer and Axim shall endeavor to resolve any controversy, claim or dispute arising out of or relating to the Agreement, or the performance or breach thereof, by negotiation. Any claim that is not resolved by negotiation within thirty (30) days of notification shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The hearing locale will be held in the AAA office closest to Axim corporate headquarters.

**17. OTHER.**

This Agreement shall be governed by and constructed in accordance with the laws of the State of Wisconsin without regard to conflicts of laws provisions thereof.

Both Axim and Customer will comply with all laws applicable to the Agreement.

All notices given under the Agreement will be effective when received in writing. Notices to the Customer and Axim will be sent to the address provided in the proposal.

Changes to the Agreement must be in writing and must be signed by both parties.

**18. COMPLETE AGREEMENT.**

Customer acknowledges it has read the Agreement, understands it and agrees to be bound by its Terms and Conditions. This contract contains the entire agreement of the parties and supersedes any and all prior agreements, understandings and communications between Customer and Axim related to the subject matter of this contract. No amendment or modification of this contract shall bind either party unless it is in writing and is signed by Customer's authorized representative and an authorized representative of Axim.

III

Res. No. 56 - 22 - 23. By Alderpersons Felde and Ackley. August 15, 2022.

A RESOLUTION authorizing entering into an Intergovernmental Cooperative Agreement with the Village of Kohler with regard to providing City of Sheboygan Fire personnel, equipment, and/or services in response to mass casualty events that result from an act of violence at the Aurora Medical Center-Sheboygan County, located at 3400 Union Avenue.

WHEREAS, pursuant to Wis. Stats. § 66.0301(2), Wisconsin municipalities may contract with other Wisconsin municipalities for the receipt or furnishing of services or the joint exercise of any power or duty required or authorized by law, such as fire protection and emergency medical services; and

WHEREAS, the proposed agreement relates to the receipt, furnishing or joint exercise of fire protection and/or emergency medical services and is therefore not required to be submitted to or approved by the Attorney General before the agreement may take effect; and

WHEREAS, City of Sheboygan Fire Department and Village of Kohler Fire Department personnel have a long history of cooperative training exercises, a high degree of familiarity between communities, and a close geographic proximity, which supports a cooperative response to mass casualty events resulting from violent acts; and

WHEREAS, the City of Sheboygan participates in an intergovernmental agreement with the Village of Kohler providing that the City police will respond to service requests from the Aurora Medical Center-Sheboygan County property and the police response procedures rely on City fire personnel as support.

NOW, THEREFORE, BE IT RESOLVED: That the Fire Chief is hereby authorized to execute an Agreement with the Village of Kohler with regard to providing City of Sheboygan Fire personnel, equipment, and/or services in

LHP5

response to mass casualty events that result from an act of violence at the Aurora Medical Center-Sheboygan County, in form substantially similar to the agreement which is attached hereto and incorporated herein.

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

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

## CITY OF SHEBOYGAN

REQUEST FOR LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE  
CONSIDERATION

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**ITEM DESCRIPTION:** Res. No. 56-22-23 by Alderpersons Chair Felde and Vice Chair Ackley authorizing the appropriate City officials to enter into an intergovernmental agreement with the Village of Kohler for the purpose of responding to a mass casualty event at Aurora Medical Center Sheboygan County.

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

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**REPORT DATE:** August 11, 2022

**MEETING DATE:** August 24, 2022

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**FISCAL SUMMARY:**

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

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**STATUTORY REFERENCE:**

Wisconsin Statutes:	N/A
Municipal Code:	N/A

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**BACKGROUND / ANALYSIS:**

The Sheboygan Fire Department is seeking approval to enter into an intergovernmental agreement with Kohler Fire to respond and assist the City of Sheboygan Police during an active threat incident and/or mass casualty event at Aurora Medical Center Sheboygan County. The Sheboygan Police Department has been contracted to provide police services to the hospital and have requested the response of Sheboygan Fire during an active threat incident and/or mass casualty event.

**STAFF COMMENTS:**

- The City of Sheboygan Fire and Police members are currently trained to mitigate these events in a coordinated response within the city and this agreement would allow that cooperative effort to occur at the hospital

**ACTION REQUESTED:**

A Motion to recommend that the Council adopt Res. No. 56-22-23.

**ATTACHMENTS:**

- I. Res. No. 56-22-23
- II. City-Kohler Aurora Medical Center Sheboygan County IGA



**INTERGOVERNMENTAL COOPERATIVE AGREEMENT  
FOR MASS CASUALTY EVENT RESPONSE  
WITHIN THE VILLAGE OF KOHLER**

(City of Sheboygan – Village of Kohler)

This Agreement is made and entered into effective this \_\_\_\_ day of \_\_\_\_\_, 2022 (the “Effective Date”), by and between the City of Sheboygan (“City”), a municipal corporation with principal offices at 828 Center Avenue, Sheboygan, Wisconsin 53081, and the Village of Kohler (“Village”), a municipal corporation with offices at 319 Highland Drive, Kohler, Wisconsin 53044.

WITNESSETH:

WHEREAS, the Village of Kohler operates a volunteer fire department with a small staff of active firefighters; and

WHEREAS, the Village desires to supplement its fire & life safety response for mass casualty events occurring at the Aurora Medical Center- Sheboygan County by contracted response agreement with the City of Sheboygan.

WHEREAS, Wisconsin Statutes § 66.0301(2) authorizes any municipality to contract with other municipalities for the receipt or furnishing of services, including fire protection and emergency medical services; and

NOW THEREFORE, in consideration of the mutual covenants above, the parties agree as follows:

1. Scope of Services & Standard of Care. The City of Sheboygan Fire and Rescue Department shall provide automatic mutual aid to the Village of Kohler Fire Department for any mass casualty event occurring at 3400 Union Avenue, Kohler, WI, (“Property”) whereupon Aurora Medical Center- Sheboygan County, is located (“Services”). “Mass casualty event” shall mean any incident resulting from an act of violence that overwhelms the Kohler Fire Department’s resources. When dispatched to the Property in response to a mass casualty event, the City Fire Chief or his/her designee shall immediately dispatch equipment, personnel, and/or services, to the extent available, and based upon the Chief’s professional judgment to the incident scene.

2. Jurisdiction Over Personnel & Equipment. City personnel dispatched pursuant to this Agreement shall remain employees of the City but shall report for direction and assignment at the incident scene to the Village Fire Chief or his/her designee.

3. Term & Termination. The effective date and term of this Agreement shall commence upon the date the last party executes this Agreement and shall continue in full force and effect for ten (10) years. Thereafter, this Agreement shall automatically renew for successive five (5) year terms unless terminated by either party. Either party may terminate this agreement by providing the other party at least sixty (60) days’ advance written notice. Notice must be given not later than June 1 of any year in order to provide both parties with the opportunity to adjust their respective municipal budgets and staffing for the following year.

4. Authority. This Agreement is entered into between the parties pursuant to Wis. Stat. §66.0301.



5. Cost for Services. Equipment, personnel, and/or services provided pursuant to this Agreement shall be at no charge to the Village. However, any expenses recoverable from third parties shall be equitably distributed with the City. Nothing herein shall operate to bar any recovery of funds from any state or federal agency under any existing statutes. Further, each party shall have the right to directly charge and bill any person, or such person's insurance carrier, for EMS services provided to them on a mutual aid scene or in conveyance to a medical facility therefrom.

6. Liability for Certain Damages. Neither party shall be liable to the other for any failure to perform its obligations where such failure results from causes beyond such party's reasonable control. Nor shall either party be liable to the other for any incidental, consequential, indirect, or special damages arising or resulting from any delay, omission, or error in the electronic transmission or receipt of any data pursuant to this Agreement.

7. Insurance. The parties shall maintain at their sole and exclusive expense, insurance coverage, including comprehensive liability, personal injury, property damage, workers' compensation, and if applicable, emergency medical service professional liability, with minimum limits of \$1,000,000 auto and \$2,000,000 combined single limit general liability and professional liability. No party hereto shall have any obligation to provide or extend insurance coverage for any of the items enumerated herein to any other party or its personnel.

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

9. Severability. If any provision of this Agreement is determined to be void and unenforceable for any reason, the remaining provisions shall remain in full force and effect unless the removal of the severed provision would substantially impair the ability of either party to perform the essential purpose of this Agreement.

10. Notices. Any notice, demand, or statement required or permitted to be given under this Agreement shall be in writing and be deemed to have been properly given or served if 1) personally delivered to the other party; 2) deposited in the United States mail, postage prepaid, and addressed to the address set forth below:

If to the Village:	Village of Kohler Attn: Laurie Lindow, Village Clerk 319 Highland Drive Kohler, WI 53044
With a copy to:	Attorney Michael J. Bauer HOPP NEUMANN HUMKE LLP 2124 Kohler Memorial Drive, Suite 310 Sheboygan, WI 53081
If to the City:	City of Sheboygan Attn: Meredith De Bruin, City Clerk 828 Center Avenue Sheboygan, WI 53081
With a copy to:	Attorney Charles Adams City Attorney's Office CITY OF SHEBOYGAN 828 Center Avenue Sheboygan, WI 53081

CITY OF SHEBOYGAN

By: \_\_\_\_\_ Date Signed: \_\_\_\_\_

By: \_\_\_\_\_ Date Signed: \_\_\_\_\_

VILLAGE OF KOHLER

By: \_\_\_\_\_ Date Signed: \_\_\_\_\_

By: \_\_\_\_\_ Date Signed: \_\_\_\_\_

II

DIRECT REFERRAL TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE

R. O. No. 56 - 22 - 23. By CITY CLERK. August 24, 2022.

Submitting various license applications.

\_\_\_\_\_  
City Clerk

CHANGE OF PREMISE

No.    Name

Address

3445 J & J's Hotspot

1823 N. 12<sup>th</sup> Street - To include the current premise and entire parking lot on southside of building for one day event 9/17/2022.

3186 Suscha's Bar

1054 Pennsylvania Avenue - To include all of the parking area north and east of building and entire current premises for one day event 9/24/2022.

LHPs

II

R. O. No. 55 - 22 - 23. By CITY CLERK. August 15, 2022.

Submitting a license application (SS Northstar).

\_\_\_\_\_  
City Clerk

CHANGE OF PREMISE

<u>No.</u>	<u>Name</u>	<u>Address</u>
6614	SS Northstar	3004 N. 8 <sup>th</sup> Street - To include the current premise and North side of building and backyard area for one-day event 9/25/2022.

CHPS