



FIFTEENTH REGULAR COMMON COUNCIL MEETING AGENDA

November 04, 2024 at 6:00 PM

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

"Somewhere inside of all of us is the power to change the world" Roald Dahl

This meeting may be viewed LIVE on Charter Spectrum Channel 990, AT&T U-Verse Channel 99 and: www.wscsheboygan.com/vod.

Notice of the 15th Regular Meeting of the 2024-2025 Common Council at 6:00 PM, MONDAY, November 4, 2024 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**
Aldersperson Felde may attend meeting remotely
2. **Pledge of Allegiance**
3. **Approval of Minutes**
Fourteenth Regular Council Meeting held on October 21, 2024
4. **Public Forum**
Limit of five people having five minutes each with comments limited to items on this agenda.
5. **Mayor's Announcements**
Upcoming Community Events, Proclamations, Employee Recognitions

HEARINGS

6. Potential action to set rules for the hearing scheduled this evening, including such things as limiting the length of time given to each speaker.
7. Hearing No. 10-24-25 pursuant to Chapter 65.90 of the Laws of Wisconsin, and notice published, there is a hearing scheduled for this evening on the annual budget. Any taxpayer or resident of the governmental unit will have the opportunity to be heard on the proposed 2025 budget. Any interested persons may be heard.

CONSENT

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

- [9.](#) R. O. No. 78-24-25 by Board of Water Commissioners submitting a report on the Water Utility for the third quarter of 2024.
- [10.](#) R. O. No. 77-24-25 by Board of Water Commissioners submitting a copy of the 2025 Budget for the Sheboygan Water Utility.
- [11.](#) R. C. No. 151-24-25 by Public Works Committee to whom was referred Res. No. 110-24-25 by Alderpersons Dekker and Ramey authorizing the vacation of two easements, pursuant to Wis. Stat. § 236.293, on parcel 59281318390; recommends adopting the Resolution.
- [12.](#) R. C. No. 150-24-25 by Public Works Committee to whom was referred Res. No. 106-24-25 by Alderpersons Dekker and Ramey authorizing execution of the Subordination, Nondisturbance and Attornment Agreement and Estoppel Certificate, and Landlord’s Waiver and Consent, on behalf of the City, regarding the Harbor Winds Hotel; recommends adopting the Resolution.
- [13.](#) R. C. No. 149-24-25 by Public Works Committee to whom was referred Res. No. 107-24-25 by Alderpersons Dekker and Ramey authorizing the appropriate City officials to enter into contract for the provision and installation of playground equipment to be installed in Optimist Park and authorizing a budget amendment; recommends adopting the Resolution.
- [14.](#) R. C. No. 147-24-25 by Public Works Committee to whom was referred Res. No. 104-24-25 by Alderpersons Dekker and Ramey authorizing the appropriate City officials to enter into contract with Correct Digital Displays, Inc. for the purchase and installation of three electronic scoreboards with wireless controls and accessories for the Wildwood Baseball Complex softball diamonds and authorizing a 2024 budget amendment; recommends adopting the Resolution.
- [15.](#) R. C. No. 148-24-25 by Public Works Committee to whom was referred Res. No. 108-24-25 by Alderpersons Dekker and Ramey authorizing the appropriate City officials to enter into a contract with Essential Sewer and Water Services, LLC for the sanitary sewer repair on Oakland Avenue between South 8th Street and South 9th Street; recommends adopting the Resolution.
- [16.](#) R. C. No. 156-24-25 by Licensing, Hearings, and Public Safety Committee to whom was referred Res. No. 103-24-25 by Alderpersons Rust and La Fave authorizing the appropriate City officials to execute the Joint Powers Agreement for Sheboygan County and City of Sheboygan 911 Emergency Systems; recommends adopting the Resolution.
- [17.](#) R. C. No. 157-24-25 by Licensing, Hearings, and Public Safety Committee to whom was referred R. O. No. 69-24-25 by Fire Chief Eric Montellano pursuant to section 24-459 of the Municipal Code, submitting the quarterly report showing the Benchmark Measurements for the fire department, for the period commencing July 1, 2024 and ending September 30, 2024; recommends filing the report.
- [18.](#) R. C. No. 158-24-25 by Licensing, Hearings, and Public Safety Committee to whom was referred R. O. No. 70-24-25 by Police Chief Christopher Domagalski pursuant to section 30-50 of the Municipal Code, submitting the quarterly report showing the Benchmark Measurements for the police department for the period commencing July 1, 2024 and ending September 30, 2024; recommends filing the report.
- [19.](#) R. C. No. 159-24-25 by Licensing, Hearings, and Public Safety Committee to whom was referred R. O. No. 67-24-25 by City Clerk submitting various license applications; recommends granting all applications (license no. 3689 grant with warning).

REPORT OF OFFICERS

- [20.](#) R. O. No. 75-24-25 by City Clerk submitting a tax levy report that supports the 2024-2025 budget for Lakeshore Technical College District and a copy of the district-wide apportionment of the tax levy based upon the 2024 fully certified values furnished by the Wisconsin Department of Revenue. REFER TO FINANCE AND PERSONNEL COMMITTEE
- [21.](#) R. O. No. 80-24-25 by City Clerk submitting a Notice of Claim from Holden & Hahn, S.C. regarding Dave's Who's Inn. REFER TO FINANCE AND PERSONNEL COMMITTEE
- [22.](#) R. O. No. 76-24-25 by Human Resources & Labor Relations Director Kelly Hendee submitting an exit interview report for Quarter 3 for the City of Sheboygan. REFER TO FINANCE AND PERSONNEL COMMITTEE
- [23.](#) R. O. No. 81-24-25 by City Clerk submitting a license application. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE
- [24.](#) R. O. No. 79-24-25 by City Plan Commission to whom was referred Gen. Ord. No. 20-24-25 by Alderpersons Belanger and La Fave and R. O. No. 73-24-25 by City Clerk submitting application to amend the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance to change the Use District Classification of property located at 2258 Calumet Drive from Class Neighborhood Residential (NR-6) to Class Urban Commercial (UC) Classification; recommends filing the R. O. and adopting the Ordinance.

RESOLUTIONS

- [25.](#) Res. No. 111-24-25 by Alderpersons Dekker and Ramey approving a Fountain Park Conceptual Design Plan. REFER TO PUBLIC WORKS COMMITTEE
- [26.](#) Res. No. 112-24-25 by Alderpersons Mitchell and Perrella authorizing the Finance Director to transfer the Marina Fund advance from the General Fund to the Capital Fund. REFER TO FINANCE AND PERSONNEL COMMITTEE
- [27.](#) Res. No. 113-24-25 by Alderpersons Mitchell and Perrella authorizing the Finance Director to amend the 2024 budget and transfer fund balance from the Workers Compensation Insurance Fund to the Health Insurance Fund. REFER TO FINANCE AND PERSONNEL COMMITTEE
- [28.](#) Res. No. 114-24-25 by Alderpersons Dekker and Ramey authorizing the appropriate City officials to enter into a contract for the demolition of the former Wells Fargo Bank Building and related site features so as to prepare the site for redevelopment. REFER TO PUBLIC WORKS COMMITTEE
- [29.](#) Res. No. 115-24-25 by Alderpersons Mitchell and Perrella adopting public participation procedures regarding the City of Sheboygan Comprehensive Plan. REFER TO FINANCE AND PERSONNEL COMMITTEE

REPORT OF COMMITTEES

- [30.](#) R. C. No. 143-24-25 by Committee of the Whole to whom was referred Res. No. 93-24-25 by Alderpersons Mitchell and Perrella establishing the 2025 Budget appropriations and the 2024 Tax Levy for use during the calendar year; recommends adopting the Resolution with amendment to the 2025 Proposed Transit Budget for replacement motors in the 2010 Heavy duty fixed route buses to increase the expected useful life. Increase Account No. 651352-562110 by \$100,000. Increase account No. 651-433200 by \$50,000. Increase Account No. 651-435370 by \$6,600. Increase Account No. 651-433310 by \$43,400.
- [31.](#) R. C. No. 144-24-25 by Committee of the Whole to whom was referred R. O. No. 72-24-25 by City Plan Commission to whom was referred R. O. No. 66-24-25 by City Administrator Casey Bradley submitting

Capital Improvement Program (CIP) Requests for the years 2025-2029; recommends the common council approve the requests.

- 32.** R. C. No. 146-24-25 by Finance and Personnel Committee to whom was referred Res. No. 109-24-25 by Alderpersons Mitchell and Perrella approving City of Sheboygan Health Insurance Portability and Accountability Act (HIPAA Policies); recommends adopting the Resolution.
- 33.** R. C. No. 145-24-25 by Finance and Personnel Committee to whom was referred Res. No. 105-24-25 by Alderpersons Mitchell and Perrella amending the 2024 budget for various expenses incurred or planned; recommends adopting the Resolution.
- 34.** R. C. No. 154-24-25 by Public Works Committee to whom was referred Gen. Ord. No. 23-24-25 by Alderpersons Dekker and Ramey amending section 8-16 of the Sheboygan Municipal Code so as to expand beach access for pets; recommends adopting the Ordinance.
- 35.** R. C. No. 153-24-25 by Public Works Committee to whom was referred Gen. Ord. No. 22-24-25 by Alderpersons Dekker and Ramey establishing new winter parking restrictions on South 23rd Street and South 24th Street between Indiana Avenue and Georgia Avenue; recommends adopting the Ordinance.
- 36.** R. C. No. 152-24-25 by Public Works Committee to whom was referred Gen. Ord. No. 21-24-25 by Alderpersons Dekker and Ramey making various changes regarding winter parking and snow emergencies; recommends to repeal and replace Sec. 20-4(b)(3) to read: "...once the snowplow has cleared snow to the curbing for the opposite side of the said street, vehicles shall be relocated to the cleared side by no later than midnight, where they shall remain, when parked, for the remaining duration of the next snow emergency day...".
- 37.** R. C. No. 155-24-25 by Licensing, Hearings, and Public Safety Committee to whom was referred Gen. Ord. No. 24-24-25 by Alderpersons Rust and La Fave updating Chapter 12 of the Sheboygan Municipal Code entitled "Buildings and Construction" and making such additional changes to the Code as necessary to connect the changes made in Chapter 12; recommends adopting the Ordinance.

OTHER MATTERS AUTHORIZED BY LAW

ADJOURN MEETING

- 38.** 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

FOURTEENTH REGULAR COMMON COUNCIL MEETING MINUTES

Monday, October 21, 2024

OPENING OF MEETING

1. Roll Call

Alders present: Belanger, Dekker, Felde (remote), Heidemann, La Fave, Mitchell, Peterson, Ramey – 8.

Alders excused: Rust and Perrella – 2.

*Alder Felde lost connection to vote beginning with item #4 on the agenda.

2. Pledge of Allegiance

3. Approval of Minutes

Thirteenth Regular Council Meeting held on October 7, 2024

MOTION TO APPROVE

Motion made by Dekker, Seconded by Ramey.

Voting Yea: Belanger, Dekker, Felde, Heidemann, La Fave, Mitchell, Peterson, Ramey – 8.

4. Confirmation of Mayoral Appointments

Sarah Stemper appointed to the Historic Preservation Commission

MOTION TO CONFIRM

Motion made by Dekker, Seconded by Ramey.

Voting Yea: Belanger, Dekker, Heidemann, La Fave, Mitchell, Peterson, Ramey – 8.

5. Presentation

Baker Tilly 2023 Audit Review by Michelle Walter

6. Public Forum

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

Jim Van Akkeren spoke.

7. Mayor's Announcements

Upcoming Community Events, Proclamations, Employee Recognitions

CONSENT

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

Motion made by Dekker, Seconded by Ramey.

Voting Yea: Belanger, Dekker, Heidemann, La Fave, Mitchell, Peterson, Ramey – 7.

9. R. O. No. 71-24-25 by Board of License Examiners submitting an application for Building Contractor License already granted.

MOTION TO RECEIVE AND FILE THE R. O.

Motion made by Dekker, Seconded by Ramey.

Voting Yea: Belanger, Dekker, Heidemann, La Fave, Mitchell, Peterson, Ramey – 7.

10. R. C. No. 122-24-25 by Finance and Personnel Committee to whom was referred R. O. No. 63-24-25 by Comptroller Evan Grossen pursuant to Sheboygan Municipal Code § 2-912(b), which requires the comptroller to file with the common council, not less than monthly, a list of the claims approved, showing the date paid, the name of the claimant, the purpose and the amount, the attached list of paid vouchers for July 2024 is being provided; recommends filing the document.

MOTION TO RECEIVE THE R. C. AND FILE THE DOCUMENT

Motion made by Dekker, Seconded by Ramey.

Voting Yea: Belanger, Dekker, Heidemann, La Fave, Mitchell, Peterson, Ramey – 7.

11. R. C. No. 121-24-25 by Finance and Personnel Committee to whom was referred R. O. No. 55-24-25 by City Clerk submitting a claim from Jenny Stephen-Pierce for alleged damages to vehicle when a tree fell on it; recommends filing the document.

MOTION TO RECEIVE THE R. C. AND FILE THE DOCUMENT

Motion made by Dekker, Seconded by Ramey.

Voting Yea: Belanger, Dekker, Heidemann, La Fave, Mitchell, Peterson, Ramey – 7.

12. R. C. No. 123-24-25 by Finance and Personnel Committee to whom was referred R. O. No. 64-24-25 by Comptroller Evan Grossen pursuant to Sheboygan Municipal Code § 2-912(b), which requires the comptroller to file with the common council, not less than monthly, a list of the claims approved, showing the date paid, the name of the claimant, the purpose and the amount, the attached list of paid vouchers for August 2024 is being provided; recommends filing the document.

MOTION TO RECEIVE THE R. C. AND FILE THE DOCUMENT

Motion made by Dekker, Seconded by Ramey.

Voting Yea: Belanger, Dekker, Heidemann, La Fave, Mitchell, Peterson, Ramey – 7.

13. R. C. No. 128-24-25 by Finance and Personnel Committee to whom was referred Res. No. 94-24-25 by Alderpersons Mitchell and Perrella authorizing the submittal of a Substantial Amendment to the U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) program for the 2024 Annual Action Plan; recommends adopting the Resolution.

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

Motion made by Dekker, Seconded by Ramey.

Voting Yea: Belanger, Dekker, Heidemann, La Fave, Mitchell, Peterson, Ramey – 7.

14. R. C. No. 131-24-25 by Public Works Committee to whom was referred Res. No. 86-24-25 by Alderpersons Dekker and Ramey adopting a Special Event Fee Schedule and an amended Equipment Fee Schedule; recommends adopting the Resolution.

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

Motion made by Dekker, Seconded by Ramey.

BEFORE ACTION WAS TAKEN,

MOTION TO AMEND DANCE FLOOR FEE TO \$75

Motion made by Dekker, Seconded by Peterson.

Voting Yea: Belanger, Dekker, Heidemann, La Fave, Mitchell, Peterson, Ramey – 7.

On motion to adopt Resolution with amendment,

Voting Yea: Belanger, Dekker, Heidemann, La Fave, Mitchell, Peterson, Ramey – 7.

15. R. C. No. 132-24-25 by Public Works Committee to whom was referred Res. No. 87-24-25 by Alderpersons Dekker and Ramey adopting the 2025 Marina and Riverfront Slips Fee Schedule; recommends adopting the Resolution.

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

Motion made by Dekker, Seconded by Ramey.

Voting Yea: Belanger, Dekker, Heidemann, La Fave, Mitchell, Peterson, Ramey – 7.

16. R. C. No. 133-24-25 by Public Works Committee to whom was referred Res. No. 98-24-25 by Alderpersons Dekker and Ramey authorizing the Purchasing Agent to issue a purchase order for two (2) Tandem Axle Dump Trucks with snowplows and salt spreaders for the Motor Vehicle Division of the Department of Public Works; recommends adopting the Resolution.

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

Motion made by Dekker, Seconded by Ramey.

Voting Yea: Belanger, Dekker, Heidemann, La Fave, Mitchell, Peterson, Ramey – 7.

17. R. C. No. 142-24-25 by Licensing, Hearings, and Public Safety Committee to whom was referred pursuant to R. O. No. 67-24-25 by City Clerk submitting various license applications; recommends granting the following licenses with caveats (*).

MOTION TO RECEIVE THE R. C. AND GRANT LICENSES WITH CAVEATS

Motion made by Dekker, Seconded by Ramey.

Voting Yea: Belanger, Dekker, Heidemann, La Fave, Mitchell, Peterson, Ramey – 7.

18. R. C. No. 141-24-25 by Licensing, Hearings, and Public Safety Committee to whom was referred R. O. No. 57-24-25 by City Clerk submitting various license applications; recommends denying license no. 3687.

MOTION TO REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE

Motion made by Dekker, Seconded by Ramey.

Voting Yea: Belanger, Dekker, Heidemann, La Fave, Mitchell, Peterson, Ramey – 7.

19. R. C. No. 140-24-25 by Licensing, Hearings, and Public Safety Committee to whom was referred Res. No. 92-24-25 by Alderpersons Rust and La Fave authorizing the Purchasing Agent to issue a purchase order for several vehicles for the Sheboygan Police Department; recommends adopting the Resolution.

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

Motion made by Dekker, Seconded by Ramey.

Voting Yea: Belanger, Dekker, Heidemann, La Fave, Mitchell, Peterson, Ramey – 7.

20. R. C. No. 139-24-25 by Licensing, Hearings, and Public Safety Committee to whom was referred Res. No. 88-24-25 by Alderpersons Rust and La Fave authorizing application for the Edward Byrne Memorial Justice Assistance Grant (JAG) Program Fiscal Year 2024 Local Solicitation and entering into a Memorandum of Understanding with Sheboygan County; recommends adopting the Resolution.

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

Motion made by Dekker, Seconded by Ramey.

Voting Yea: Belanger, Dekker, Heidemann, La Fave, Mitchell, Peterson, Ramey – 7.

21. R. C. No. 138-24-25 by Licensing, Hearings, and Public Safety Committee to whom was referred Res. No. 84-24-25 by Alderpersons Rust and La Fave authorizing the appropriate City officials to enter into a Clinical Affiliation Agreement with St. Nicholas Hospital of the Hospital Sisters of the Third Order of St. Francis (St. Nicholas Hospital d/b/a Prevea Health) for firefighter paramedic continuing education; recommends adopting the Resolution.

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

Motion made by Dekker, Seconded by Ramey.

Voting Yea: Belanger, Dekker, Heidemann, La Fave, Mitchell, Peterson, Ramey – 7.

REPORT OF OFFICERS

22. R. O. No. 69-24-25 by Fire Chief Eric Montellano pursuant to section 24-459 of the Municipal Code, submitting the quarterly report showing the Benchmark Measurements for the fire department, for the period commencing July 1, 2024 and ending September 30, 2024. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE
23. R. O. No. 70-24-25 by Police Chief Christopher Domagalski pursuant to section 30-50 of the Municipal Code, submitting the quarterly report showing the Benchmark Measurements for the police department for the period commencing July 1, 2024 and ending September 30, 2024. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE
24. R. O. No. 74-24-25 by City Clerk submitting a license application. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE
25. R. O. No. 72-24-25 by City Plan Commission to whom was referred R. O. No. 66-24-25 by City Administrator Casey Bradley submitting Capital Improvements Program (CIP) Requests for the years 2025-2029; recommends approving the requests and filing the report. REFER TO COMMITTEE OF THE WHOLE
26. R. O. No. 73-24-25 by City Clerk submitting an application from Pao Yang for amendment to the official zoning map for the City of Sheboygan from Pao Yang for property located at 2258 Calumet Drive – Parcel No. 59281621470. REFER TO CITY PLAN COMMISSION

RESOLUTIONS

- 27. Res. No. 103-24-25 by Alderpersons Rust and La Fave authorizing the appropriate City officials to execute the Joint Powers Agreement for Sheboygan County and City of Sheboygan 911 Emergency Systems. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE
- 28. Res. No. 105-24-25 by Alderpersons Mitchell and Perrella amending the 2024 budget for various expenses incurred or planned. REFER TO FINANCE AND PERSONNEL COMMITTEE
- 29. Res. No. 104-24-25 by Alderpersons Dekker and Ramey authorizing the appropriate City officials to enter into contract with Correct Digital Displays, Inc. for the purchase and installation of three electronic scoreboards with wireless controls and accessories for the Wildwood Baseball Complex softball diamonds and authorizing a 2024 budget amendment. REFER TO PUBLIC WORKS COMMITTEE
- 30. Res. No. 108-24-25 by Alderpersons Dekker and Ramey authorizing the appropriate City officials to enter into a contract with Essential Sewer and Water Services, LLC for the sanitary sewer repair on Oakland Avenue between South 8th Street and South 9th Street. REFER TO PUBLIC WORKS COMMITTEE
- 31. Res. No. 107-24-25 by Alderpersons Mitchell and Perrella authorizing the appropriate City officials to enter into contract for the provision and installation of playground equipment to be installed in Optimist Park and authorizing a budget amendment. REFER TO PUBLIC WORKS COMMITTEE
- 32. Res. No. 106-24-25 by Alderpersons Mitchell and Perrella authorizing execution of the Subordination, Nondisturbance and Attornment Agreement and Estoppel Certificate, and Landlord’s Waiver and Consent, on behalf of the City, regarding the Harbor Winds Hotel. REFER TO PUBLIC WORKS COMMITTEE
- 33. Res. No. 109-24-25 by Alderpersons Mitchell and Perrella approving City of Sheboygan Health Insurance Portability and Accountability Act (HIPAA Policies). REFER TO FINANCE AND PERSONNEL COMMITTEE
- 34. Res. No. 110-24-25 by Alderpersons Dekker and Ramey authorizing the vacation of two easements, pursuant to Wis. Stat. § 236.293, on parcel 59281318390. REFER TO PUBLIC WORKS COMMITTEE

REPORT OF COMMITTEES

- 35. R. C. No. 124-24-25 by Finance and Personnel Committee to whom was referred Res. No. 83-24-25 by Alderpersons Mitchell and Perrella authorizing a contract between the City of Sheboygan and Tyler Technologies (“Tyler”) for purchase and implementation of Enterprise Permitting & Licensing and authorizing an amendment to the 2024 budget; recommends adopting the Resolution.

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

Motion made by Mitchell, Seconded by Dekker.

Voting Yea: Belanger, Dekker, Heidemann, La Fave, Mitchell, Peterson, Ramey – 7.

- 36. R. C. No. 125-24-25 by Finance and Personnel Committee to whom was referred Res. No. 89-24-25 by Alderpersons Mitchell and Perrella adopting certain changes to the City’s Medical

Benefit Plan and Dental Benefit Plan effective for calendar year 2025 coverage and establishing the monthly premium equivalent rates effective for January 2025 coverage and thereafter; recommends adopting the Resolution.

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

Motion made by Mitchell, Seconded by Dekker.

Voting Yea: Belanger, Dekker, Heidemann, La Fave, Mitchell, Peterson, Ramey – 7.

- 37. R. C. No. 126-24-25 by Finance and Personnel Committee to whom was referred Res. No. 91-24-25 by Alderpersons Mitchell and Perrella authorizing an amendment to the 2024 budget reflecting a table of organization change for the Police Department and Information Technology (IT) Department; recommends adopting the Resolution.

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

Motion made by Mitchell, Seconded by Dekker.

Voting Yea: Belanger, Dekker, Heidemann, La Fave, Mitchell, Peterson, Ramey – 7.

- 38. R. C. No. 127-24-25 by Finance and Personnel Committee to whom was referred Res. No. 97-24-25 by Alderpersons Mitchell and Perrella authorizing entering into a Pre-Development Agreement with 3 Amigos Apartments, LLC regarding redevelopment of the property located at 636 Wisconsin Avenue; recommends adopting the Resolution.

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

Motion made by Mitchell, Seconded by Dekker.

Voting Yea: Belanger, Dekker, Heidemann, La Fave, Mitchell, Peterson, Ramey – 7.

- 39. R. C. No. 129-24-25 by Finance and Personnel Committee to whom was referred Res. No. 80-24-25 by Alderpersons Mitchell and Perrella approving a Financial Policy Handbook; recommends adopting the Resolution with amendment to the Handbook to include language under the policy of unassigned fund balance, "In order to maintain sufficient reserves for claim expenditures, the City shall maintain a minimum of 1.5 times the average annual claim amount as unrestricted fund balance within the Workers' Compensation Fund and Health Insurance Fund" and for the Finance Director to add appropriate council notification language regarding emergency purchasing.

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

Motion made by Mitchell, Seconded by Dekker.

BEFORE ACTION WAS TAKEN,

MOTION TO AMEND EXHIBIT A WITH THE PURCHASING AND CONTRACTS GUIDE TO ADD: "10. LIQUOR LIABILITY – if the services rendered involve providing alcohol for consumption by others, liquor liability insurance must be carried with a limit of \$1,000,000 per occurrence."

Motion made by Mitchell, Seconded by Belanger

Voting Yea: Belanger, Dekker, Heidemann, La Fave, Mitchell, Peterson, Ramey – 7.

On motion to adopt Resolution with amendment,

Voting Yea: Belanger, Dekker, Heidemann, La Fave, Mitchell, Peterson, Ramey – 7.

- 40. R. C. No. 130-24-25 by Public Works Committee to whom was referred Res. No. 95-24-25 by Alderpersons Dekker and Ramey adopting a Sheboygan Waterfront and Marina Master Plan; recommends adopting the Resolution.

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

Motion made by Dekker, Seconded by Ramey.

Voting Yea: Belanger, Dekker, La Fave, Peterson, Ramey – 5.

Voting Nay: Heidemann, Mitchell – 2.

41. R. C. No. 135-24-25 by Public Works Committee to whom was referred Direct Referral Res. No. 102-24-25 by Alderpersons Dekker and Ramey authorizing the Purchasing Agent to issue purchase orders to three nurseries for the purchase of street trees for the 2025 Street Tree Planting Program for the City of Sheboygan; recommends adopting the Resolution.

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

Motion made by Dekker, Seconded by Ramey.

Voting Yea: Belanger, Dekker, Heidemann, La Fave, Mitchell, Peterson, Ramey – 7.

42. R. C. No. 134-24-25 by Public Works Committee to whom was referred Direct Referral Res. No. 101-24-25 by Alderpersons Dekker and Ramey authorizing the Purchasing Agent to issue a Purchase Order for the abatement of asbestos from an accessory structure on the property located at 1211 N. 23rd Street to precede demolition of the structure; recommends adopting the Resolution.

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

Motion made by Dekker, Seconded by Ramey.

Voting Yea: Belanger, Dekker, Heidemann, La Fave, Mitchell, Peterson, Ramey – 7.

43. R. C. No. 136-24-25 by Public Works Committee to whom was referred Direct Referral Res. No. 100-24-25 by Alderpersons Dekker and Ramey authorizing the appropriate City officials to amend the Agreement between the City of Sheboygan and Guelig Waste and Demolition, LLC for demolition of structures located at 1211 N. 23rd Street, Sheboygan, to allow for the demolition of a 12,000 square foot outbuilding; recommends adopting the Resolution.

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

Motion made by Dekker, Seconded by Ramey.

Voting Yea: Belanger, Dekker, Heidemann, La Fave, Mitchell, Peterson, Ramey – 7.

44. R. C. No. 137-24-25 by Public Works Committee to whom was referred Res. No. 99-24-25 by Alderpersons Dekker and Ramey authorizing the appropriate City officials to enter into a contract with HDR Engineering, Inc. for the design of a movable pedestrian bridge connecting the South Pier promenade with the area of Riverfront Drive and Virginia Avenue; recommends adopting the Resolution.

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

Motion made by Dekker, Seconded by Ramey.

Voting Yea: Belanger, Dekker, Heidemann, La Fave, Peterson, Ramey – 6.

Voting Nay: Mitchell – 1.

GENERAL ORDINANCES

45. Gen. Ord. No. 20-24-25 by Alderpersons Belanger and La Fave amending the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance to change the Use District Classification of property located at 2258 Calumet Drive from Class Neighborhood Residential

(NR-6) to Class Urban Commercial (UC) Classification. REFER TO CITY PLAN COMMISSION

Item 3.

- 46. Gen. Ord. No. 21-24-25 by Alderpersons Dekker and Ramey making various changes regarding winter parking and snow emergencies. REFER TO PUBLIC WORKS COMMITTEE
- 47. Gen. Ord. No. 22-24-25 by Alderpersons Dekker and Ramey establishing new winter parking restrictions on South 23rd Street and South 24th Street between Indiana Avenue and Georgia Avenue. REFER TO PUBLIC WORKS COMMITTEE
- 48. Gen. Ord. No. 23-24-25 by Alderpersons Dekker and Ramey amending section 8-16 of the Sheboygan Municipal Code so as to expand beach access for pets. REFER TO PUBLIC WORKS COMMITTEE
- 49. Gen. Ord. No. 24-24-25 by Alderpersons Rust and La Fave updating Chapter 12 of the Sheboygan Municipal Code entitled "Buildings and Construction" and making such additional changes to the Code as necessary to connect the changes made in Chapter 12. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE

OTHER MATTERS AUTHORIZED BY LAW – None.

ADJOURN MEETING

- 50. Motion to Adjourn

MOTION TO ADJOURN AT 6:53 PM

Motion made by Dekker, Seconded by Ramey.

Voting Yea: Belanger, Dekker, Felde, Heidemann, La Fave, Mitchell, Peterson, Ramey – 7.

**CITY OF SHEBOYGAN
HEARING 10-24-25**

NOVEMBER 4, 2024.

Pursuant to Chapter 65-90 of the Laws of Wisconsin, and notice published, there is a hearing scheduled for this evening on the annual budget. Any taxpayer or resident of the governmental unit will have the opportunity to be heard on the proposed 2025 budget.



PO Box 630848 Cincinnati, OH 45263-0848

AFFIDAVIT OF PUBLICATION

Kaitlyn Krueger
Accounts Payable
Sheb, City Of, Legal Acct
828 Center AVE # 110
Sheboygan WI 53081-4442


STATE OF WISCONSIN, COUNTY OF BROWN

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

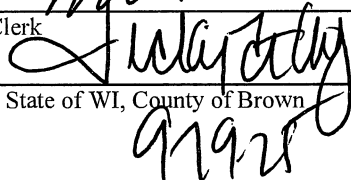
10/07/2024

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

Sworn to and subscribed before on 10/07/2024



Legal Clerk



Notary, State of WI, County of Brown

My commission expires

Publication Cost: \$191.12
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VICKY FELTY
Notary Public
State of Wisconsin

007
2024

NOTICE TO TAXPAYERS AND RESIDENTS OF THE CITY OF SHEBOYGAN, WISCONSIN

Item 7.

Pursuant to Chapter 65.90 of the Laws of Wisconsin, notice is hereby given that the annual budget hearing will be held in the Common Council Chambers, City Hall, in the City of Sheboygan, on Monday, November 4, 2024 at 6:00 p.m., at which time any taxpayer or resident of the governmental unit will have the opportunity to be heard on the proposed 2025 budget.

The City of Sheboygan's detailed 2025 budget proposal is available for inspection in the Finance Department at City Hall from 7:00 am to 4:30 pm, Monday through Thursday and 7:00 am to 11:00 am Friday.

Dated this 7th day of October, 2024

Kaitlyn Krueger, Finance Director

		2024 Revised Budget	2025 Proposed Budget	Percent Change
General Fund				
Revenue:	Taxes	\$19,502,344	\$18,691,140	-4.16%
	Licenses and Permits	\$1,006,520	\$1,389,024	38.00%
	Intergovernmental Revenue	\$17,897,176	\$18,752,689	4.78%
	Charges for Services	\$3,460,115	\$2,662,010	-23.07%
	Fines and Forfeitures	\$956,500	\$1,032,500	7.95%
	Interest on Investments	\$178,406	\$228,406	28.03%
	Miscellaneous Revenue	\$174,925	\$99,597	-43.06%
	Other Financing Sources	\$869,255	\$4,779,153	449.80%
	Total Revenue	\$44,045,241	\$47,634,519	8.15%
Expense:	General Government	\$5,728,945	\$6,198,485	8.20%
	Public Safety	\$25,318,983	\$26,111,515	3.13%
	Public Works	\$9,429,449	\$7,433,723	-21.16%
	Health/Human Services	\$243,834	\$254,850	4.52%
	Culture/Recreation	\$3,006,683	\$2,431,502	-19.13%
	Conservation/Development	\$482,513	\$1,298,755	169.16%
	Miscellaneous Expenses	\$0	\$0	0.00%
	Contingency	\$319,738	\$500,000	56.38%
	Interfund Transfers	\$1,178,606	\$4,316,894	266.27%
	Total Expense	\$45,708,751	\$48,545,724	6.21%

2025 BUDGET/FUND BALANCE SUMMARY - ALL FUNDS

	Estimated Fund Balance Dec. 31, 2024	Budgeted Revenue	Tax Levy	Budgeted Expenditures	Estimated Fund Balance Dec. 31, 2025
General Fund	\$21,166,699	\$30,618,814	\$17,015,705	\$48,545,724	\$20,255,494
Special Revenue	\$7,947,337	\$4,735,461	\$3,477,221	9,137,797	7,022,222
Debt Service	\$4,031,844	\$26,533	\$3,975,169	5,500,161	2,533,385
Capital Improvements	\$17,526,820	\$58,649,479	\$3,604,918	63,835,889	15,945,328
Proprietary*	\$27,950,251	\$31,391,352	\$1,308,874	39,412,373	21,238,104
Fiduciary	\$15,695,357	\$14,251,162	\$0	14,313,933	15,632,586
Total	\$94,318,308	\$139,672,801	\$29,381,887	\$180,745,877	\$82,627,119

*Does not include Water Utility budget to be approved by Sheboygan Water Board of Commissioners

The City's outstanding General Obligation Notes and Bonds balance on December 31, 2024 is projected to be:

**CITY OF SHEBOYGAN
R. O. 78-24-25**

BY BOARD OF WATER COMMISSIONERS.

NOVEMBER 4, 2024.

We, hereby, submit the Board of Water Commissioners' Report on the Water Utility for the third quarter of 2024.

The water pumpage decreased 7.06% from the same period in 2023. 1,181,589,000 gallons were pumped in the third quarter 2024, compared to 1,240,280,000 in 2023.

Year to date Operating Revenue at the end of the third quarter 2024 increased by \$753,408 compared to year to date 2023. The net income for the Utility, as of the end of September, 2024 is \$1,762,989. Details are shown on the attached Income Statement and Balance Sheet.

Construction-Maintenance:

Construction-maintenance work by the Water Utility during the third quarter of 2024:

Number of feet of 4 inch water main installed	0.0
Number of feet of 6 inch hydrant lead installed.....	18.0
Number of feet of 6 inch water main installed	20.6
Number of feet of 8 inch water main installed.....	0.0
Number of feet of 10 inch water main installed	0.0
Number of feet of 12 inch water main installed	0.0
Number of feet of 16 inch water main installed	20.5
Number of feet of 20 inch water main installed	0.0
Number of feet of 24 inch water main installed	378.0
Number of feet of water main abandoned or removed.....	420.0
Number of water main breaks repaired	5
Number of fire hydrants installed, replaced, relocated, removed, flushed, or major repairs made.....	10
Number of water main valves installed, repaired, removed, or replaced	32
Number of water service connections installed	5

Details are shown on the attached reports.

Other Utility Business:

The Utility completed its fleet modernization by acquiring 4 hybrid vehicles, replacing old pickup trucks. Lead service line (LSL) replacement began on Dillingham Avenue. The Utility also petitioned WI PSC for updates to its LSL program. Safe drinking water loan applications were submitted for ongoing LSL replacements and for the water treatment plant filter replacement project.

Attachments - Distribution Quarterly Report
Operations Quarterly Report
Balance Sheet
Income Statement



Distribution System -- 3rd Quarter - July, August, September 2024

Street Valves and Hydrant Valves Installed (including water main projects and others)

Location	Date Installed	Size ("), Jt	Installed By	Type
Union Ave. ~500' W. of S. 17th St. (N)	7/15/2024	6" MJ	SWU	G (vert)
S. 19th St. at Ashland Ave. (N)	7/18/2024	6" MJ	SWU	G (vert)
S. Taylor Dr ~200' N. of Union Ave	8/20/2024	6" MJ	Mitch & Sons	G (vert)
S. Taylor Dr ~200' N. of Union Ave	8/20/2024	24" MJ	Mitch & Sons	B/F-N
S. Taylor Dr ~560' N. of Union Ave	8/21/2024	6" MJ	Mitch & Sons	G (vert)
S. Taylor Dr ~560' N. of Union Ave	8/21/2024	24" MJ	Mitch & Sons	B/F-N

Total Valves Installed = 6

Street Valves and Hydrant Valves Removed

Location	Installed	Abandoned	Type
S. 19th St. at Ashland Ave. (N)	1925	7/18/2024	

Total Valves Removed = 1

Street Valves and Hydrant Valves Abandoned

Location	Installed	Abandoned

Total Valves Abandoned = 0

Street Valves and Hydrant Valves Maintained

Location	Maintained	Size	By

Total Valves Maintained = 0

Hydrants Installed (including water main projects and others)

Location	Installed	Tr Size	Valve	By
Union Ave. 500' W. of S. 17th St. (N)	7/15/2024	6'	n	SWU
Union Ave. at S. 19th St. (NE)	7/15/2024	6'	n	SWU
S. 21st St. at David Ave. (SW)	7/30/2024	6'6"	n	SWU
S. 19th St. 500' S. of Indiana Ave. (W)	8/13/2024	6'	n	SWU
S. Taylor Dr - 560 N. of Union Ave	8/21/2024	8'	y	Mitch & Sons
S. Taylor Dr - 500 N. of Union Ave	8/22/2024	8'6"	y	Mitch & Sons

Total Hydrants Installed = 6

Hydrants Removed (including water main projects and others)

Location	Installed	Removed	Hyd Valve?
Union Ave. 500' W. of S. 17th St. (N)		7/15/2024	n
Union Ave. at S. 19th St. (NE)		7/15/2024	n
S. 21st St. at David Ave. (SW)	7/4/1930	7/30/2024	n
S. 19th St. 500' S. of Indiana Ave. (W)		8/13/2024	n

Total Hydrants Removed = 4

Hydrants Abandoned (including water main projects and others)

Location	Installed	Abandoned	Tr Size	Hyd Valve?
----------	-----------	-----------	---------	------------

Total Hydrants Abandoned = 0

Hydrants Maintained/Moved (including water main projects and others)

Location	Installed	Maintained
----------	-----------	------------

Total Hydrants Maintained/Moved = 0

Water Main Breaks

Location	Date	Size
Oakland Ave btw S.19th St. & Sauk Trail	7/9/2024	6"
1622 Martin Ave	7/16/2024	6"
3333 Lakeshore Rd driveway to WWTP	8/7/2024	8"
333 N. 10th St	9/23/2024	6"
3737 N. 12th Place	9/30/2024	6"

Number of Water Main Breaks=5

SUMMARY

Number of feet of 4 inch water main installed	0.0	water main
Number of feet of 6 inch hydrant lead installed	18.0	
Number of feet of 6 inch water main installed	20.6	
Number of feet of 8 inch water main installed	0.0	
Number of feet of 12 inch water main installed	0.0	
Number of feet of 16 inch water main installed	20.5	
Number of feet of 20 inch water main installed	0.0	
Number of feet of 24 inch water main installed	378.0	
Number of feet of water main abandoned or removed	420.0	
Number of water main breaks repaired	5	
Number of hydrants installed	6	hydrants
Number of hydrants removed or abandoned	4	
Number of hydrants maintained or moved	0	
Number of street valves installed	4	valves
Number of hydrant valves installed	2	
Number of street valves removed or abandoned	1	
Number of hydrant valves removed or abandoned	0	
Number of valves maintained	25	
Number of water connections installed	5	



WATER MAIN AND APPURTENANCES INSTALLATION -- 3rd Quarter -July, August, September 2024

Water Main Projects (including installation or abandonment of more than 3' of pipe by utility or contractors)

Location: 6" Water Main	Installed	New Valves	New Hyd.	New Hyd Valves	Aband. Valves	Aband. Hyd.	Remove Hyd.	Size " Installed	Feet Installed	New Hyd Lead	Size Aband.	Feet. Aband.	Feet. Rem.	By
Mehrtens Ave @ N.15th St.	7/9/2024	0	0	0	0	0	0	6	7.6	0	6" CIP	8	0	SWU
Oakland Ave between S.19th St & Sauk Trail	7/9/2024	0	0	0	0	0	0	6	13	0	6" CIP	13	0	SWU
Totals:		0	0	0	0	0	0		20.6	0		21	0	

Location: 16" Water Main	Installed	New Valves	New Hyd.	New Hyd Valves	Aband. Valves	Aband. Hyd.	Remove Hyd.	Size " Installed	Feet Installed	Hyd Lead	Size Aband.	Feet. Aband.	Feet. Rem.	By
S. Taylor Dr - North of Union Ave	8/27/2024	0	0	0	0	0	0	16	17	0	16"DI	17	0	Mitch & Sons
S. Taylor Dr - North of Union Ave	8/27/2024	0	0	0	0	0	0	16	3.5	0	16"DI	4	0	Mitch & Sons
Totals:		0	0	0	0	0	0		20.5	0		21		

Location: 24" Water Main	Installed	New Valves	New Hyd.	New Hyd Valves	Aband. Valves	Aband. Hyd.	Remove Hyd.	Size " Installed	Feet Installed	Hyd Lead	Size Aband.	Feet. Aband.	Feet. Rem.	By
S. Taylor Dr - North of Union Ave	8/27/2024	0	0	0	0	0	0	24	2	0	16"DI	2	0	Mitch & Sons
S. Taylor Dr - North of Union Ave	8/22/2024	0	1	0	0	0	0	24	18	2	16" DI	18	0	Mitch & Sons
S. Taylor Dr - North of Union Ave	8/21/2024	1	1	1	0	0	0	24	180	16	16" DI	180	0	Mitch & Sons
S. Taylor Dr - North of Union Ave	8/20/2024	1	0	1	0	0	0	24	178	0	16"DI	178	0	Mitch & Sons
Totals:		2	2	2	0	0	0		378	18		378	0	

HIGH LIFT DELIVERY QUARTERLY REPORT 2024				
I. FIRST QUARTER		Jan - Feb - Mar		
		GALLONS	COST \$	\$/MG
	2023	1,028,642,000	\$290,526.13	\$282.44
	2024	995,348,000	\$277,403.58	\$278.70
	Percent Difference	-3.24%	-4.52%	-1.32%
II. SECOND QUARTER		Apr - May - Jun		
		GALLONS	COST \$	\$/MG
	2023	1,136,726,000	\$286,793.50	\$252.30
	2024	1,056,461,000	\$255,333.07	\$241.69
	Percent Difference	-7.06%	-10.97%	-4.21%
III. THIRD QUARTER		Jul - Aug - Sep		
		GALLONS	COST \$	\$/MG
	2023	1,240,280,000	\$306,280.54	\$246.94
	2024	1,181,589,000	\$298,727.24	\$252.82
	Percent Difference	-4.73%	-2.47%	2.38%
IV. FOURTH QUARTER		Oct - Nov - Dec		
		GALLONS	COST \$	\$/MG
	2023	1,039,681,000	\$274,137.72	\$263.67
	2024	0	\$0.00	#DIV/0!
	Percent Difference	-100.00%	-100.00%	#DIV/0!
YEAR TO DATE : 2024				
		GALLONS	COST \$	\$/MG
ELECTRICITY CHEMICALS NATURAL GAS	2023	4,445,329,000	\$1,157,737.89	\$260.44
	2024	3,233,398,000	\$831,463.89	\$257.15
	Percent Difference	-27.26%	-28.18%	-1.26%
YEAR TO DATE : 2024				
SLUDGE DISPOSAL to WWTP		GALLONS	COST \$	
	2023	4,838,061	\$62,503.75	
	2024	2,223,975	\$19,110.95	
	Percent Difference	-54.03%	-69.42%	
STORM WATER CHARGES	2024	NA	\$0.00	
HIGH LIFT SYSTEM DELIVERY :				
	Maximum Pumpage Day	15,752,000	August 26, 2024	
	Minimum Pumpage Day	8,349,000	January 1, 2024	

	MG	\$	\$/MG
2023	4,445,329,000	\$1,157,737.89	\$260.44
2024	3,233,398,000	\$831,463.89	\$257.15

NOTE: Monthly sludge disposal costs do not reflect the current actual monthly sludge discharge total to date.
 Filtrate discharges from Spring/Fall sludge disposal operations are included in 2023 treatment plant sludge disposal costs.
 Spring/Fall basin sludge/residual solids volumes and disposal costs are contract work.
 Sludge disposal costs are not included in \$/MG.



Sheboygan Water Utility
Quarterly Financial Statement - September 30, 2024
Balance Sheet Including Net Income

<u>Account #</u>	<u>Debit Balance</u>	<u>Credit Balance</u>
Utility Plant in Service	78,282,037	
107 Construction Work in Progress	47,732,674	
111 Accumulated Provision for Depreciation of Utility Plant		30,857,126
125 Bond Redemption Fund	574,394	
129 Appropriated Funds Invested for Plant Expansion & Payables	225,488	
130 Other Special Funds - Deferred Outflow Pension	2,648,031	
135 Working Funds	750	
136 Temporary Cash Investments	7,706,140	
142 Customer Accounts Receivable	1,442,923	
143 Grant Receivable & Other Accounts Receivable	603,942	
145 Receivables from Municipality	219,272	
154 Materials and Supplies	275,598	
165 Prepayments	54,295	
200 Capital Paid in by Municipality		1,640,701
216 Unappropriated Earned Surplus		61,689,601
221 Long Term Debt Bonds		39,323,801
223 Advances from Municipality		72,871
235 Customer Deposits		(4,303)
236 Taxes Accrued		774,315
237 Interest Payable on Bonds		242,272
242 Misc. Current & Accrued Liab		11,434
251 Bond Premium		108,716
252 Unearned Revenue		225,381
265 Accrued Employee Benefits		691,863
280 Net Pension Liability		835,240
285 Deferred Inflow - Pension		1,533,534
Utility Net Income		1,762,989
	<u>139,765,542</u>	<u>139,765,542</u>



Sheboygan Water Utility
Sheboygan, Wisconsin
Income Statement - September 30, 2024

<u>Account #</u>	<u>Utility Operating Income</u>	1-Jan-24 to 30-Sep-24	1-Jan-23 to 30-Sep-23	Increase or (Decrease)
400	Sales Revenue	8,176,118	7,410,688	765,430
474	Other Water Revenue	33,396	45,419	(12,022)
	Total Operating Revenue	8,209,514	7,456,107	753,408
401	Operating Expenses	3,411,813	3,400,138	11,675
402	Maintenance Expenses	774,064	698,703	75,361
403	Depreciation Expenses	1,143,814	1,204,946	(61,132)
402	Taxes	823,788	835,696	(11,908)
	Total Operating Expenses	6,153,479	6,139,482	13,997
	Utility Operating Income	2,056,035	1,316,625	739,410
	<u>Other Income & Expense</u>			
415	Non-operating Grant Revenue	-	151,358	(151,358)
416	Non-operating Grant Expense	-	(151,358)	151,358
419	Interest Earned on Investments	127,300	87,547	39,753
421	Contributions	68,107	4,614,513	(4,546,406)
425	Misc Amortization	-	18,850	(18,850)
427	Bond Interest Expense	(513,106)	(394,328)	(118,778)
428	Other Expense	-	-	0
429	Bond Premium	24,654	24,654	0
	Net Income	1,762,989	5,667,861	(3,904,872)

**CITY OF SHEBOYGAN
R. O. 77-24-25**

BY BOARD OF WATER COMMISSIONERS

NOVEMBER 4, 2024

To the Honorable, the Mayor and Common Council:

The Board of Water Commissioners, hereby, transmits a copy of the 2025 Budget for the Sheboygan Water Utility.

Attachment



2025 Sheboygan Water Utility Budget

(Board approved 10/21/2024)

Sheboygan Board of Water Commissioners

WI PSC Utility No. 5370

72 Park Avenue

Sheboygan, WI 53081



**Sheboygan Board of Water Commissioners
2025 Budget**

Sheboygan Water Utility
WI PSC Utility No. 5370
72 Park Avenue
Sheboygan, Wisconsin

Budget provides for annual investment of **\$19,139,337** in all phases of Water Utility operations.

Revenues

Budgeted annual revenue total for 2025	\$17,187,095
Estimated annual revenue total as of December 31, 2024	\$14,333,861
Projected revenues for 2025 expected to increase (decrease)	<u>\$2,853,235</u> (1)

Expenditures

	Estimated 2024	Budget 2024	Budget 2025	Budget Increase (Decrease)	Percent Change
<u>Expenditure by Classification</u>					
Labor	\$2,207,406	\$2,257,272	\$2,392,668	\$135,395	6.0%
Source of supply	\$14,000	\$18,000	\$18,000	\$0	0.0%
Pumping	\$582,395	\$611,920	\$759,110 (8)	\$147,190	24.1%
Water treatment	\$987,351	\$952,008	\$1,196,000 (2)	\$243,992	25.6%
Transmission & distribution	\$535,375	\$460,200	\$529,948	\$69,748	15.2%
Customer accounts	\$115,411	\$107,550	\$110,950	\$3,400	3.2%
Administrative & general	\$4,427,029 (5)	\$3,378,400	\$5,810,868	\$2,432,468	72.0%
Taxes	\$1,165,083 (6)	\$1,516,643	\$1,552,276	\$35,633	2.3%
Capital outlay	\$11,766,658 (4)	\$14,638,024	\$5,763,492 (7)	-\$8,874,532 (3)	-60.6%
Interest on Safe Drinking Water Loans/ water revenue bonds	\$841,500	\$1,029,324	\$1,006,025	-\$23,299	-2.3%
<u>Totals</u>	<u>\$22,642,206</u>	<u>\$24,969,342</u>	<u>\$19,139,337</u>	<u>-\$5,830,005</u>	<u>-23.3%</u>

- 1) Increase due to new water rates in effect 4/1/2024 and 4/1/2025, and increase in WDNR LSL grants (non-op revenue)
- 2) Increase due to filter rehabilitation expense
- 3) Decrease due to completion of RWI project
- 4) Decrease due to more RWI cost completed in 2023 than estimated.
- 5) Includes WDNR LSL grant monies that exceeded earlier estimates.
- 6) Budget 2024 higher than estimated due to delays in RWI completion
- 7) Includes \$3.8M filter 7/8/9 reconstruction project (funded by SDWL)
- 8) Includes large maintenance expense items that vary year to year depending on projects

Sheboygan's water rates remain among the lowest in the state for class AB utilities serving more than 5,000 customers. Ongoing rate increases will be needed to pay for debt service and PILOT on the raw water improvements (RWI) project. The Water Utility operates entirely on water revenues and does not receive any tax-based municipal funding.



**CASH AND BUDGET SUMMARY
2025**

<u>REVENUES</u>	Budget 2024	Estimate 2024	Budget 2025
Cash Balance January 1 (including bond reserves)	\$8,691,172	\$9,196,664 (1)	\$9,098,151
<u>Current Revenues</u>			
Total sales of water	\$9,724,588	\$9,618,232	\$11,349,514 (3)
Other operating revenues (other sales including wholesale customers, late fees)	\$2,501,679	\$2,473,633	\$2,918,887
Non-operating revenues (rent, interest)	\$134,000	\$250,674	\$212,954
Non-operating revenues (WDNR LSL grants)	\$1,365,613	\$1,581,413	\$2,225,000 (2)
SWU LSL loan repayments (internal revolving loan program)	\$326,000	\$409,908	\$480,740 (4)
Contributions in aid of construction	\$0	\$0	\$0
Total current revenues	\$14,051,879	\$14,333,861	\$17,187,095
Total reserves available	\$22,743,051	\$23,530,525	\$26,285,246
<u>EXPENDITURES</u>			
<u>Operation & Maintenance</u>			
Source of supply	\$20,000	\$15,500	\$20,000
Pumping	\$868,895	\$816,950	\$1,029,110
Water treatment	\$1,544,672	\$1,606,780	\$1,860,000
Transmission & distribution maintenance	\$1,242,386	\$1,266,400	\$1,342,274
Customer accounts	\$327,476	\$327,411	\$325,950
Taxes	\$1,516,643	\$1,165,083	\$1,552,276
Administrative & general	\$1,653,921	\$1,655,431	\$1,760,210
Total operation & maintenance	\$7,173,994	\$6,853,554	\$7,889,820
<u>Other Expenditures</u>			
Capital outlay (including RWI engineering and construction)	\$14,638,024	\$11,766,658 (5)	\$5,763,492
Safe Drinking Water Loan proceeds (for non-LSL projects)	-\$12,685,940	-\$9,894,351 (6)	-\$3,800,000
Water Revenue Bond Proceeds	\$0	\$0	\$0
Debt Service (including principal and interest)	\$2,907,147	\$2,526,019	\$3,057,266 (7)
Non-operating LSL Administrative Expense	\$100,000	\$17,669 (8)	\$30,000
Non-operating - SWU LSL loans to customers	\$1,086,000	\$1,581,413	\$2,225,000
Non-operating grant - WDNR LSL grants to customers	\$942,000	\$1,581,412 (9)	\$2,225,000
Total other expenditures	\$6,987,231	\$7,578,820	\$9,500,758
Total expenditures	\$14,161,225	\$14,432,374	\$17,390,578
Cash & Receivables Balance -December 31 (total reserves - total expenditures)	\$8,581,827	\$9,098,151	\$8,894,668

1) Cash reported is actual Jan 1, 2024.

2) Increase due to LSL replacement escalation and greater WDNR funding availability.

3) Increase due to new water rates

4) Increase due to more SWU LSL loans outstanding

5) Decrease due to RWI construction schedule

6) Decrease due to RWI construction delays and use of ARPA grants earlier

7) Increase due to RWI safe drinking water loan. No filter project debt included.

8) SWU no longer providing SWU grant money for LSL replacement in 2024.

9) WDNR LSL program in flux during 2023 and 2024, causing increased SWU LSL grants and decreased WDNR LSL grants. The SWU LSL program is under review with the Public Service Commission which may delay reimbursement of LSL costs; Anticipate some 2024 SWU LSL grants to be reimbursed by 2025 SDWL.



**STATEMENT OF ESTIMATED REVENUES
2025**

<u>REVENUE SOURCE</u>	Actual 2023	Budget 2024	Estimate 2024	Budget 2025
<u>Metered Sales to General Customers (approx. 4.8 billion gallons)</u>				
Residential	\$2,545,595	\$3,268,738	\$3,185,460	\$3,758,843
Multi-family	\$333,074	\$416,543	\$403,763	\$476,440
Commercial	\$614,875	\$699,711	\$708,552	\$836,091
Industrial	\$4,490,501	\$5,339,596	\$5,320,458	\$6,278,140
Totals	\$7,984,045	\$9,724,588	\$9,618,232	\$11,349,514 (1)
<u>Other Sales to Water Customers</u>				
Private fire protection	\$131,364	\$152,996	\$131,840	\$155,571
Public fire protection (% inc Falls & Kohler)	\$948,727	\$1,090,284	\$944,685	\$1,114,728
Sales to public authorities	\$138,585	\$131,223	\$137,096	\$161,773
Sales to Sheboygan Falls & Kohler	\$835,712	\$998,495	\$1,133,386	\$1,337,395
Totals	\$2,054,388	\$2,372,997	\$2,347,007	\$2,769,468 (1)
<u>Other Revenues</u>				
Late payment charges	\$112,599	\$108,682	\$105,959	\$125,032
Miscellaneous sales	\$19,657	\$20,000	\$20,667	\$24,388
Rental income from Georgia Ave	\$30,367	\$31,000	\$30,367	\$35,833
Billing & collecting charge to City	\$64,345	\$65,000	\$44,170	\$52,121
Non-operating revenues - SWU LSL revolving loan repayments	\$158,235	\$326,000	\$409,908	\$480,740
Non-operating grant revenues - WDNR LSL replacement (other billing & collecting costs accounted for by expense reduction)	\$151,358	\$1,365,613	\$1,581,413	\$2,225,000 (2)
Totals	\$536,561	\$1,916,295	\$2,192,485	\$2,943,113
Total Revenues	\$10,574,994	\$14,013,879	\$14,157,724	\$17,062,095
<u>Other Income</u>				
Interest	\$124,121	\$38,000	\$176,137	\$125,000
Contributions in aid of construction	\$5,102,123	\$0	\$0	\$0
Totals	\$5,226,244	\$38,000	\$176,137	\$125,000
REVENUES	<u>Grand Totals</u>	<u>\$15,801,238</u>	<u>\$14,051,879</u>	<u>\$14,333,861</u>
				<u>\$17,187,095</u>

1) Increase due to estimated new water rates

2) WDNR LSL grants anticipated for disadvantaged census tracts. Approx \$463,000 to reimburse costs in 2023.



**OPERATION AND MAINTENANCE EXPENSES
2025**

<u>Source of Supply Expenses</u>	Actual 2023	Budget 2024	Estimate 2024	Budget 2025
<u>Operations</u>				
Labor	\$0	\$1,000	\$500	\$1,000
<u>Maintenance</u>				
Labor	\$0	\$1,000	\$1,000	\$1,000
Intakes	\$20,615	\$18,000	\$14,000	\$18,000
Totals	\$20,615	\$20,000	\$15,500	\$20,000
<u>Pumping Expenses</u>				
<u>Operations</u>				
Labor	\$49,062	\$73,500	\$46,712	\$60,000
Electricity & natural gas	\$555,638	\$520,000	\$512,306	\$553,290
Pumping equipment	\$0	\$3,120	\$0	\$3,120
Miscellaneous	\$23,600	\$29,600	\$23,936	\$26,000
Utilities	\$40,876	\$45,100	\$40,019	\$45,100
<u>Maintenance</u>				
Labor	\$203,031	\$183,475	\$187,843	\$210,000
Pumping equipment	\$65,780	\$5,000	\$5,000	\$75,000 (5)
Structures	\$2,510	\$9,100	\$1,135	\$56,600
Totals	\$940,496	\$868,895	\$816,950	\$1,029,110
<u>Water Treatment Expenses</u>				
<u>Operations</u>				
Labor	\$619,512	\$528,664	\$564,527	\$600,000
Water treatment equipment	\$448,865	\$390,000 (1)	\$380,000	\$380,000
Chemicals	\$520,300	\$496,008	\$371,353	\$400,000 (2)
Miscellaneous	\$1,451	\$3,000	\$2,000	\$3,000
Utilities	\$14,885	\$25,000	\$13,998	\$25,000
<u>Maintenance</u>				
Labor	\$57,541	\$64,000	\$54,903	\$64,000
Water treatment equipment	\$218,879	\$28,000	\$220,000 (3)	\$378,000 (4)
Structures	\$1,466	\$10,000	\$0	\$10,000
Totals	\$1,882,900	\$1,544,672	\$1,606,780	\$1,860,000

- 1) Sludge disposal charges to WWTP (\$60k) and contractor (\$200k) and maintenance/lab equipment. New intake pipeline (2024) has reduced sludge production.
- 2) Reduction in alum and sodium hypochlorite usage due to new intake pipeline
- 3) Includes maintenance expense for filter #3 and #4 rehabilitation
- 4) Includes maintenance expense for filter #1 and #2 rehabilitation
- 5) Includes maintenance expense for sludge pump #2 and backwash actuator

**OPERATION AND MAINTENANCE EXPENSES
2025**

	Actual 2023	Budget 2024	Estimate 2024	Budget 2025
<u>Transmission & Distribution Expenses</u>				
<u>Operations</u>				
Labor	\$320,596	\$358,162	\$366,025	\$384,326
Reservoirs & standpipes	\$723	\$17,000	\$17,000	\$17,000
Mains & hydrants	\$7,362	\$30,000	\$76,979	\$40,000
Meters	\$1,961	\$12,000	\$4,943	\$8,000
Customer services	\$135,324	\$118,000	\$124,998	\$131,248
Miscellaneous	\$41,684	\$52,000	\$52,000	\$54,000
Utilities	\$23,435	\$25,700	\$21,423	\$25,700
<u>Maintenance</u>				
Labor	\$373,159	\$424,024	\$365,000	\$428,000
Structures & improvements	\$27,198	\$21,000	\$16,926	\$21,000
Reservoirs & standpipes	\$1,332	\$15,000	\$10,000	\$15,000
Mains	\$183,487	\$125,000	\$175,000	\$175,000
Meters	\$533	\$4,500	\$602	\$2,000
Hydrants	\$42,926	\$35,000	\$30,000	\$35,000 (1)
Customer Services	\$345	\$5,000	\$5,504	\$6,000
<u>Totals</u>	\$1,160,064	\$1,242,386	\$1,266,400	\$1,342,274
<u>Customer Accounts Expenses</u>				
<u>Operations</u>				
Labor	\$179,528	\$219,926	\$212,000	\$215,000
Meter reading	\$16,348	\$11,000	\$17,000	\$8,300
Billing & collecting	\$74,108	\$70,400	\$75,000	\$73,000
Uncollectible accounts	\$1,748	\$8,000	\$2,000	\$8,000
Utilities	\$287	\$650	\$411	\$650
Postage	\$21,344	\$17,500	\$21,000	\$21,000
<u>Totals</u>	\$293,363	\$327,476	\$327,411	\$325,950
<u>Taxes</u>				
Local & school (payment in lieu of taxes (PILOT) to City)	\$997,791	\$1,355,268	\$999,383 (2)	\$1,382,251
Payroll	\$156,026	\$151,375	\$155,700	\$160,025
P.S.C. remainder assessment (mandatory to state regulator)	\$9,369	\$10,000	\$10,000	\$10,000
<u>Totals</u>	\$1,163,185	\$1,516,643	\$1,165,083	\$1,552,276
<u>Interest Expense Long Term Debt</u>				
Expense (bonds, SDWL, unfunded pension)	\$327,656	\$1,029,324	\$841,500	\$1,006,025

1) Includes \$20,000 for stripping and painting ~200 fire hydrants
2) Reduction from 2024 budget due to delay in completion of RWI

**OPERATION AND MAINTENANCE EXPENSES
2025**

	Actual 2023	Budget 2024	Estimate 2024	Budget 2025
<u>Administrative & General Expenses</u>				
<u>Operations</u>				
Labor	\$419,405	\$403,521	\$408,897	\$429,342
Office supplies	\$21,615	\$23,000	\$24,343	\$25,000
Utilities	\$2,836	\$4,000	\$2,429	\$4,000
Outside services & lawyers (cross connection, health ins. review)	\$110,913	\$130,000	\$132,917	\$128,000
Auditors (including rate case applications)	\$29,639	\$30,000	\$30,000	\$32,000
<u>Property Insurance</u>				
Property and contractors' equipment	\$45,053	\$44,000	\$66,064	\$69,367 (3)
Auto	\$7,902	\$8,000	\$10,619	\$11,150
Crime	\$904	\$1,000	\$4,819	\$5,060
<u>Injuries & Damage Insurance</u>				
Workmen's Comp	\$28,027	\$39,305	\$37,082	\$39,305
General liability, public officials, umbrella	\$30,322	\$30,000	\$34,071	\$35,775
<u>Other Expenses</u>				
Health insurance (including dental, vision, prescriptions)	\$669,779	\$745,195	\$675,266	\$745,000 (1)
Wisconsin Retirement System	\$280,665	\$112,000	\$140,265	\$147,278
Life insurance	\$6,892	\$4,900	\$7,415	\$7,934
Regulatory commission expense	\$28,576	\$20,000	\$20,000	\$20,000
Miscellaneous & administrative expense	\$30,202	\$45,000	\$31,712	\$45,000
Non-operating grant expense (WDNR LSL grants to customers)	\$151,358	\$942,000	\$1,581,412 (2)	\$2,225,000
Lead service line (LSL) replacement (administrative costs)	\$14,857	\$100,000	\$17,669	\$30,000
Lead service line (LSL) replacement (SWU loans to customers)	\$528,499	\$1,086,000	\$1,581,413	\$2,225,000
<u>Maintenance</u>				
Office equipment maintenance	\$3,581	\$2,000	\$1,715	\$2,000
Office facilities maintenance	\$14,570	\$12,000	\$27,818	\$14,000
Totals	\$2,425,595	\$3,781,921	\$4,835,925	\$6,240,210
EXPENDITURES (NOT INCLUDING CAPITAL OUTLAY)	Grand Totals	\$8,213,874	\$10,331,318	\$10,875,548
		\$10,875,548		\$13,375,845

1) The Utility switched to a fully-insured health insurance plan in August 2022.
2) More DNR funds for LSL replacement available than were estimated at budget time.
3) Increase due to additional value of RWI facility

CAPITAL OUTLAY AND LARGE MAINTENANCE EXPENSES (*)
2025

	Actual 2023	Budget 2024	Actual & Estimate 2024	Budget 2025
<u>New Construction and Meters</u>				
Distribution mains, hydrants, and related construction (not including LSL costs included elsewhere)				
2025 water meters (1,900 units, including 20-year replacement program)				\$100,000
2025 Orion radio transmitters (400 replacement units) and other meters				\$85,000
2025 N. 25th St., Superior to Cleveland, water main replacement (0 LSL)				\$900,000
2025 Clara Ave., east of S. 7th St., water main replacement (2 LSL)				\$70,000
2025 N. 7th St., Bell to North Ave., water main replacement (28 LSL)				\$120,000
2025 10 valves/10 hydrants replaced				\$100,000
2024 Taylor Drive: Union Ave to 400' north		\$250,000	\$250,000	
2024 Sheboygan River crossing near Garton toy site		\$250,000	\$0	\$490,000
2024 Lincoln Ave: Barrett to N. 1st		\$70,000	\$70,000	
2024 S. 12th St: upsize if extended to proposed golf course		\$80,000	\$0	
2024 10 valves/10 hydrants replaced		\$100,000	\$100,000	
2024 excavation safety/shoring equipment upgrades		\$12,000	\$12,000	
2024 water meters (including for 20-year replacement program)		\$250,000	\$250,000	
2024 Orion radio transmitters (400 replacement units)		\$82,000	\$82,000	
2023 Distribution mains, hydrants, and related construction (not including LSL)	\$1,131,076			
2023 Meters (860) of all sizes (does not include bolts and gaskets, large meter testir)	\$106,820			
2023 Orion radio generators (500) for 1/2 & 5/8" meters	\$84,221			
2023 Replacement of 10 hydrants and 10 street valves	\$56,752			
Total new construction and meters	\$1,378,869	\$1,094,000	\$764,000	\$1,865,000
<u>Other</u>				
<u>Source of Supply</u>				
2024 RWI: intake pipeline, well, pump station - construction/engineeering		\$12,400,000	\$10,184,019	
2023 RWI: intake pipeline, well, pump station - construction/engineeering	\$31,498,021			
<u>Pumping</u>				
2025 sludge pump 2 replacement* (\$35,000)				*
2025 GAPS Motors/Drives/Starter diagnostic testing *(\$10,000)				*
<u>Equipment</u>				
2025 Backwash Basin Electric Actuator Replacements*(\$25,000)				*
2024 filter actuator replacements (filters 7-11)		\$50,000	\$50,000	
<u>Structures</u>				
2025 critical piping integrity evaluation (including restraint and hardware installation)*(\$25,000)				*
2025 High Lift Flat Roof Areas-EPDM Membrane/Gutter Replacement*(\$25,000)				*
2024 security camera upgrades at Taylor Hill, Erie and Georgia stations		\$20,000	\$20,000	
2024 water treatment plant tuckpointing (funds used for meter garage roofing)		\$15,000	\$15,000	
<u>Water Treatment</u>				
<u>Equipment</u>				
2025 filter rehabilitation (IMS 200 caps and media for filters 1 and 2)*(\$300,000)				*
2025 Filter 7, 8, and 9 underdrain and roof replacement (inc \$350k bidding and construction engineering)				\$3,719,467
2025 Sodium Hypochlorite Chemical System- Bulk Tank Relining and Piping & Fitting Replacement*(\$20,000)				*
2025 UV System Battery Backup: Redundant Power Module Replacement*(\$20,000)				*
2024 filter rehabilitation (IMS 200 caps and media for filters 3 and 4)		\$300,000	\$289,851	
2023 Sodium hypochlorite bulk tank replacement (inc piping and fittings)*	\$0	\$150,000	\$18,000	
2023 Phosphate system upgrade (additional bulk tank)	\$0			
2023 Filter effluent actuator replacements (six)	\$46,092			
2023 UV battery backup upgrades	\$22,117			
2023 filter replacements/rehab (#6 and media/caps for 2 additional filters)	\$133,444			
2023 Building & Pipe Yard	\$21,938			

*Starting in 2025, large maintenance items are included in expense lines for pumping and treatment



**CAPITAL OUTLAY AND LARGE MAINTENANCE EXPENSES (*)
2025**

	Actual 2023	Budget 2024	Estimate 2024	Budget 2025
<u>Heating Equipment</u>				
<u>SCADA Equipment</u>				
2024 Erie Avenue PLC replacement		\$50,000	\$0	\$50,000
<u>Lab Equipment</u>				
<u>Office Furniture & Equipment</u>				
2025 Computer replacements				\$16,000
2024 computer replacements		\$14,000	\$14,000	
2024 employee benefits web portal		\$10,000	\$10,000	
2024 asset management software (VUEWORKS integration w Casselle)		\$25,000	\$0	\$25,000
2024 SQL server replacement		\$28,000	\$0	\$28,000
2023 Computer replacements (4)	\$24,034			
2023 Toshiba Copier	\$9,906			
<u>Office Building</u>				
2023 New IT cabling and wiring office building	\$15,150			
<u>Transportation Equipment</u>				
2025 enclosed concrete trailer				\$18,000
2024 #1 quad axle dump truck replacement		\$300,000	\$300,000	
2024 water treatment plant truck replacement		\$40,000	\$35,482	
2024 service tech truck replacement		\$40,000	\$29,282	
2023 Replacement of trucks (10 and 17)	\$30,393			
2023 Replacement of 2008 Utility passenger vehicle	\$0			
<u>Tools</u>				
2023 Stanley trash pump	\$4,392			
<u>Engineering Department</u>				
2025 Asset management software, CITYWORKS (implementation)				\$40,000
2024 ESRI GIS licenses (10) and training		\$10,000	\$10,000	
2024 GPS surveying unit		\$25,000	\$25,000	
2024 asset management software: Vueworks (continued in 2025)		\$80,000	\$0	
2023 ESRI GIS licenses and training	\$10,688			
<u>Total other capital outlay/large maintenance expense</u>	\$33,197,068	\$13,544,024	\$11,002,658	\$3,898,492
<u>Total all capital outlay/large maintenance expense</u>	\$34,575,936	\$14,638,024	\$11,766,658	\$5,763,492

**CITY OF SHEBOYGAN
R. C. 151-24-25**

BY PUBLIC WORKS COMMITTEE.

NOVEMBER 4, 2024.

Your Committee to whom was referred Res. No. 110-24-25 by Alderpersons Dekker and Ramey authorizing the vacation of two easements, pursuant to Wis. Stat. § 236.293, on parcel 59281318390; recommends adopting the Resolution.

Committee:

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of
Sheboygan

Meredith DeBruin, City Clerk, City of
Sheboygan

**CITY OF SHEBOYGAN
RESOLUTION 110-24-25**

BY ALDERPERSONS DEKKER AND RAMEY.

OCTOBER 21, 2024.

A RESOLUTION authorizing the vacation of two easements, pursuant to Wis. Stat. § 236.293, on parcel 59281318390.

WHEREAS, Common Council resolution no. 297-91-92 accepted two easements on parcel 59281318390 for municipal purposes, to construct and maintain mini-storm sewers as described as follows in the original easement documents:

- Under and along the south twenty (20) feet of the west forty (40) feet of the following described property in the City of Sheboygan, County of Sheboygan, State of Wisconsin: Lot 4, Block 292 of the Original Plat of the City of Sheboygan.
- Property in the City of Sheboygan, County of Sheboygan, State of Wisconsin: The south 50' of Lot 5 and the south 50' of Lot 6, Block 292 of the Original Plat of the City of Sheboygan. Said easement is described as follows: Commencing at the southwest corner of said Lot 6; thence easterly along the south line of Lots 6 and 5 to the southeast corner of Lot 5; thence northerly along the east line of said Lot 5, a distance of 20'; thence southwesterly to the point of beginning;

and

WHEREAS, the two easements are no longer required.

NOW, THEREFORE, BE IT RESOLVED: Pursuant to Wis. Stat. § 236.293, the Common Council approves the release of all right, title and interest which it may have in the two easements identified in resolution no. 297-91-92 on parcel 59281318390.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

_____.

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of Sheboygan

Meredith DeBruin, City Clerk, City of Sheboygan

RELEASE OF EASEMENT

Pursuant to Wis. Stat. § 236.293, the undersigned, City of Sheboygan, hereby releases all right, title, and interest which it may have in the Easements recorded on December 6, 1991 in Volume 1191 of Records on pages 618-20 as Document No. 1330306 and in Volume 1191 of Records on pages 621-23 as Document No. 1330307, as depicted in the attached "Exhibit A."

Authorized by Resolution No. ____ 24-25 adopted by the City of Sheboygan on the ____ day of _____, 2024.

RETURN TO:

City Attorney's Office
828 Center Avenue, Suite 210
Sheboygan, WI 53081

CITY OF SHEBOYGAN

59281318390
Parcel Ident. No.

BY: _____
Ryan Sorenson, Mayor

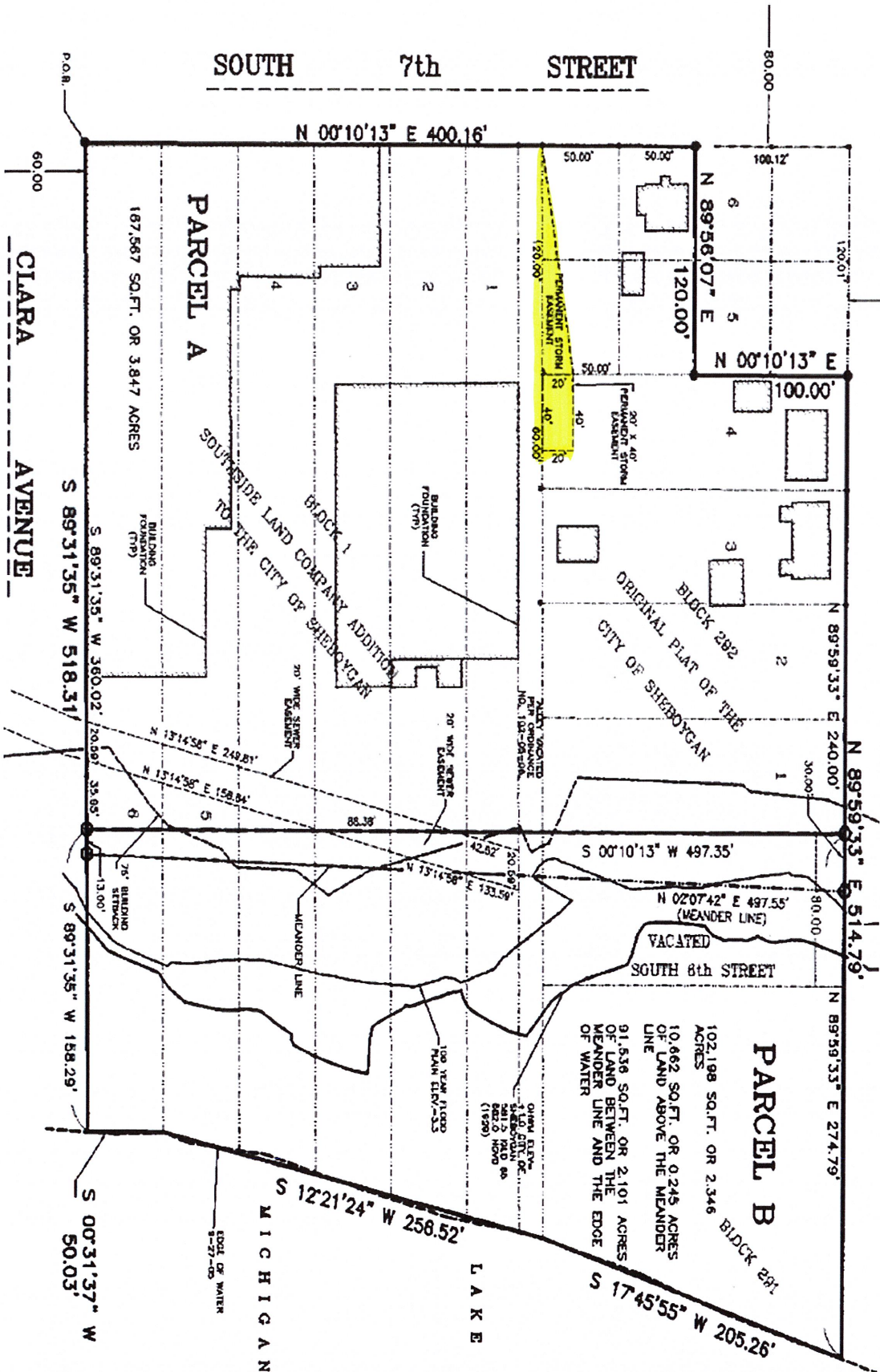
ATTEST: _____
Meredith DeBruin, City Clerk

STATE OF WISCONSIN)
) SS
COUNTY OF SHEBOYGAN)

Personally came before me this ____ day of _____, 2024, the above named Ryan Sorenson and Meredith DeBruin, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin
My commission expires _____

This document drafted by:
Elizabeth Majerus
Deputy City Attorney
Sheboygan, WI 53081
WI State Bar No. 1092402



**CITY OF SHEBOYGAN
R. C. 150-24-25**

BY PUBLIC WORKS COMMITTEE.

NOVEMBER 4, 2024.

Your Committee to whom was referred Res. No. 106-24-25 by Alderpersons Dekker and Ramey authorizing execution of the Subordination, Nondisturbance and Attornment Agreement and Estoppel Certificate, and Landlord’s Waiver and Consent, on behalf of the City, regarding the Harbor Winds Hotel; recommends adopting the Resolution.

Committee:

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

_____.

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of
Sheboygan

Meredith DeBruin, City Clerk, City of
Sheboygan

**CITY OF SHEBOYGAN
RESOLUTION 106-24-25**

BY ALDERPERSONS MITCHELL AND PERRELLA.

OCTOBER 21, 2024.

A RESOLUTION authorizing execution of the Subordination, Nondisturbance and Attornment Agreement and Estoppel Certificate, and Landlord’s Waiver and Consent, on behalf of the City, regarding the Harbor Winds Hotel.

RESOLVED: That the Mayor and City Clerk are hereby authorized to execute the Subordination, Nondisturbance and Attornment Agreement and Estoppel Certificate, and Landlord’s Waiver and Consent, copies of which are attached hereto, relative to a loan by Community State Bank to LuMoChaMe Harbor, LLC, new Tenant of City-owned property at 905 South 8th Street, Sheboygan.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

_____.

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of
Sheboygan

Meredith DeBruin, City Clerk, City of
Sheboygan

SUBORDINATION, NONDISTURBANCE AND ATTORNMENT AGREEMENT AND ESTOPPEL CERTIFICATE

UNIQUE DOCUMENT NUMBER:

AFTER RECORDING RETURN TO:
Community State Bank Loan Servicing Department
1500 Main Street
Union Grove, WI 53182

PARCEL ID NUMBER: 59281110105

(Space Above This Line For Recording Data)

THIS SUBORDINATION, NONDISTURBANCE AND ATTORNMENT AGREEMENT AND ESTOPPEL CERTIFICATE ("Agreement") is made on November 5, 2024, between LuMoChaMe Harbor, LLC, a(n) Wisconsin Limited Liability Company whose address is 905 S. 8th Street Sheboygan, Wisconsin 53081 ("Tenant") and Community State Bank whose address is 1500 Main Street, Union Grove, Wisconsin 53182 ("Lender"), which is organized and existing under the laws of the State of Wisconsin. City of Sheboygan, a Wisconsin Government Entity, whose address is 828 Center Ave, Sheboygan, Wisconsin 53081 ("Landlord") is the fee owner of the following described real property:

Address: 905 S 8th St, Sheboygan, Wisconsin 53081-4411
Legal Description: Part of Lots 4-6, Block 234 and the South 20 feet of vacated Maryland Avenue adjacent to said lots, Original Plat, City of Sheboygan, Sheboygan County, Wisconsin, described as follows:
Commencing at the Northwest corner of said Lot 6, said point beginning the point of beginning, thence South along the East line of South 8th Street, 121.21 feet, thence East 10.00 feet; thence South 37.71 feet, thence North 77°09'40" East 173.37 feet to the East line of Lot 4, Block 234, Original Plat, thence North along said East line, 130.55 feet to the intersection of the extended East line of said Lot 4 and the southerly line of Riverfront Drive, thence North 89°43'51" West along said Southerly line, 159.03 feet, thence South 45°08'05" West along said Southerly line, 28.22 feet to the point of beginning.
Parcel ID/Sidwell Number: 59281110105

("Property"). The Landlord has given a security interest in the Property to Lender pursuant to an instrument dated November 5, 2024 ("Security Instrument"). Pursuant to a lease dated May 4, 2023 ("Lease") by and between Tenant and Landlord, Tenant leases all or part of the Property from Landlord more commonly described as THE LEASE: Landlord has leased the Property to Grantor pursuant to a lease (the "Lease") dated November 1, 1998, which was recorded as follows: Lease recorded on July 12, 1999 in Volume 1681, Page 755, as Document No. 1548635, entered into by and between the Landlord and Firststar Bank Wisconsin. Memorandum of Lease recorded on August 4, 1999 in Volume 1686, Page 690, as Document No. 1550787. Assignment of Lease recorded on August 16, 1999 in Volume 1689, Page 001, as Document No. 1551801; assigned by Firststar Bank Wisconsin to Harbor Pride LLC; further assigned by Harbor Pride, LLC to LuMoChaMe Harbor, LLC by the assignment recorded May 5, 2023, as Document No. 2150116. ("Premises").

The parties to this Agreement hereby agree as follows:

SUBORDINATION. Except as otherwise provided in this Agreement, the Lease, and all rights of the Tenant under the Lease and to the Property, including without limitation any option to purchase or otherwise acquire title to the Property, are hereby subjected and subordinated, and shall remain in all respects and for all purposes subject and subordinate, to the lien of the Security Instrument, and to the rights and interest of the Lender and its successors and assigns, as fully and with the same effect as if the Security Instrument had been duly executed,



acknowledged and recorded, and the indebtedness secured thereby had been fully disbursed prior to the execution of the Lease or possession of the Property by Tenant, or its predecessors in interest.

NON-DISTURBANCE. Until the Security Instrument is satisfied and released, Lender agrees that so long as the Tenant is not in default (beyond any period given the Tenant under the Lease to cure such default) in the payment of rent or in the performance of any of the terms, covenants, or conditions of the Lease, the Lender will not join the Tenant as a party defendant in any action or proceeding foreclosing the Security Instrument unless required to foreclose the Security Interest, and then only for such purpose and not for the purpose of terminating the Lease. Lender further agrees that the Tenant's possession of the Property and the Tenant's rights and privileges under the Lease, or any extensions or renewals thereof which may be effected in accordance with the Lease, shall not be diminished or interfered with by the Lender, and the Tenant's occupancy of the Property shall not be disturbed by the Lender.

ATTORNTMENT. If the interest of the Landlord shall be transferred to and owned by the Lender by reason of foreclosure of the Security Instrument or other proceedings brought in lieu of or pursuant to a foreclosure, or in any other manner, and the Lender succeeds to the interest of the Landlord under the Lease, the Tenant shall be bound to the Lender under all of the terms, covenants, and conditions of the Lease for the balance of the term thereof remaining and any extensions or renewals of the Lease, with the same force and effect as if the Lender were originally the landlord under the Lease. The Tenant hereby attorns to the Lender as its Landlord, such attornment to be automatically effective immediately upon the Lender's succeeding to the interest of the Landlord under the Lease without the execution of any further instruments on the part of any of the parties hereto. The respective rights and obligations of the Tenant and the Lender upon such attornment, to the extent of the then remaining balance of the term of the Lease and any such extensions and renewals hereto, shall be and are the same as now set forth in the Lease, the terms of which are hereby fully incorporated herein by reference and made a part of this Agreement.

LENDER NOT BOUND BY CERTAIN ACTS OF LANDLORD. If the Lender shall succeed to the interest of the Landlord under the Lease, the Lender shall not be: (a) liable for any act or omission of Landlord; (b) subject to any claims, abatements, offsets, counterclaims, or defenses which the Tenant might have against the Landlord; (c) bound by any rent or additional rent which the Tenant might have paid for more than the then current installment; nor (d) bound by any amendment or modification of the Lease made without the Lender's consent.

TENANT REPRESENTATIONS AND WARRANTIES. Tenant, for itself, its heirs, personal representatives, successors, and assigns, represents, warrants, covenants and agrees with Lender, its successors and assigns, as follows:

Status of the Lease. As of the date of this Agreement, the Lease is in full force and effect, Tenant has unconditionally accepted the Premises under the Lease, and there are no remaining conditions to Tenant's obligation to perform under the Lease.

Improvements. As of the date this Agreement is executed, all contributions required to be paid by Landlord for improvements to the Premises have been paid in full. Landlord has fully performed all obligations with respect to Tenant improvements on the Premises and Tenant has accepted the Premises as is, subject only to those conditions specifically enumerated in the Lease.

No Bankruptcy. There are no actions, whether voluntary or otherwise, pending against the Tenant or any other party responsible for payment of the Tenant's obligations under the Lease pursuant to the bankruptcy or insolvency laws of the United States or the law of state.

No Default. Tenant affirms that to the best of his/her knowledge and belief, no party to the Lease is in default under the terms of the Lease. To the best knowledge of the Tenant, no event has occurred which, with the giving of notice or passage of time, or both, would constitute such a default. The interest of the Tenant in the Lease has not been assigned or encumbered. The Tenant is not entitled to any credit against



any rent or other charge or rent concession under the Lease except as set forth in the Lease. No rental payments have been made more than one month in advance.

Notice of Default; Right to Cure. Tenant agrees to give prompt written notice to Lender of any default by Landlord in the performance of Landlord’s obligations under the Lease if the default would give Tenant the right to terminate the Lease; withhold, abate, decrease, or offset rent payable; or result in Landlord’s waiver of or release of Tenant from any material obligations under the Lease. Tenant agrees to provide Lender with thirty (30) days from the date of notice to Lender of Landlord’s default to cure any such default.

Modification. Tenant will not enter into any amendment, modification, termination, cancellation, sub-lease, or assignment of the Lease after the date of this Agreement without Lender’s prior written consent.

Estoppel Certificate. Tenant agrees, from time to time, to execute and deliver to Lender an estoppel certificate containing certain representations as to the status of the Lease in such form and substance as Lender deems acceptable to effectuate the provisions of this Agreement.

No Hazardous or Toxic Waste. Tenant represents and warrants that it has not used, generated, released, discharged, stored or disposed of any hazardous waste, toxic substances or related materials (collectively, "Hazardous Materials") on, under, in or about the Premises, or transported any Hazardous Materials to or from the Premises, other than Hazardous Materials used in the ordinary and commercially reasonable course of the Tenant's business in compliance with all applicable laws. The term "Hazardous Materials" shall mean: (a) any "hazardous substance" as such term is presently defined in Section 101(14) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. §§ 9601 et seq.) and any regulations promulgated thereunder ("CERCLA"); (b) any additional substances or materials which are hereafter incorporated in or added to the definition of "hazardous substance" for purposes of CERCLA; and (c) any additional substances or materials which are now or hereafter defined as "hazardous substances," "hazardous waste," "toxic substances" or "toxic waste" under any other federal law or under any state, county, municipal or other law applicable to the Premises or under any regulations promulgated pursuant thereto.

Acknowledgment. Tenant hereby acknowledges that Landlord intends to encumber the Property with a real estate security instrument in favor of Lender. Tenant further acknowledges the right of Landlord, Lender and any and all of Landlord's present and future lenders to rely upon the statements and representations of the Tenant contained in this Agreement and further acknowledges that any loan secured by this, and any future, real estate security instruments will be made and entered into in material reliance on this Agreement.

TENANT ESTOPPEL. For the benefit of Lender, Tenant, for itself, its heirs, personal representatives, successors, and assigns, certifies as follows:

Lease Term. The term of the Lease has commenced and will terminate on January 31, 2036 subject to any renewal or cancellation rights specified in the Lease. Except as specifically provided in the Lease, Tenant does not have an option or right to renew or cancel the Lease, to lease additional space in the Premises, nor to purchase any part of the Premises.

Complete Lease Attached. Tenant hereby warrants that a copy of the Lease, which includes all amendments, extensions, attachments, and modifications thereof, is attached hereto and is true, correct, complete, and constitutes the entire agreement between the Tenant and Landlord with respect to the



Premises as of the date of this document. The Lease has not been modified, changed, altered, or amended, other than as attached to this Agreement and is not in default as of the date of this certificate.

NOTICES. Unless otherwise required by applicable law, any notice or demand given by Lender to any party is considered effective when it is deposited in the United States Mail with the appropriate postage, mailed to the address of the party given at the beginning of this Agreement unless an alternative address has been provided to Lender in writing.

GENERAL WAIVERS. To the extent permitted by law, Landlord and Tenant waive notice of Lender's acceptance of this Agreement, defenses based on suretyship, any defense arising from any election by Landlord or Tenant under the United States Bankruptcy Code, Uniform Commercial Code, as enacted in the state where Lender is located or other applicable law or in equity, demand, notice of acceleration, notice of nonpayment, presentment, protest, notice of dishonor and any other notice.

TO THE EXTENT PERMITTED BY LAW, LANDLORD AND TENANT EACH WAIVE ANY RIGHT TO NOTICE, OTHER THAN ANY NOTICE REQUIRED HEREIN, AND WAIVE ANY RIGHT TO ANY HEARING, JUDICIAL OR OTHERWISE, PRIOR TO LENDER EXERCISING ITS RIGHTS UNDER THIS AGREEMENT.

LENDER'S RIGHTS AND REMEDIES. The rights and remedies of the Lender under this Agreement are cumulative, and are not in lieu of, but are in addition to all other rights and remedies which Lender has under this Agreement and the Security Instrument.

SUCCESSORS AND ASSIGNS. All covenants and agreements contained in this Agreement shall bind, and the rights hereunder shall inure to the respective successors and assigns of the Lender, Landlord, and Tenant.

ENTIRE AGREEMENT. This Agreement encompasses the entire agreement of the parties and supersedes all prior oral or written agreements, commitments, and understandings between the parties relating to the subject matter of this Agreement. This Agreement cannot be modified except by a writing executed by those parties burdened by the modification.

SEVERABILITY. If any term is illegal, invalid, or unenforceable, the term shall be excluded and ineffective to the extent of such invalidity or unenforceability. All other terms shall remain in full force and effect.

HEADINGS. The headings are for the general convenience of the parties in identifying subject matter. The headings have no limiting effect on the text that follows any particular heading.

SINGULAR AND PLURAL TERMS. All words in the singular shall include the plural and the plural shall include the singular.

ATTORNEY'S FEES, COSTS, AND EXPENSES. Landlord and Tenant, jointly and severally, agree to pay all of Lender's fees, costs, and expenses arising out of or related to the enforcement of this Agreement or the relationship between the parties. Included in the fees that Lender may recover from Landlord and Tenant, jointly and severally, are the reasonable attorney's fees that Lender incurs, including all fees incurred in the course of representing Lender before, during, or after any lawsuit, arbitration, or other proceeding and those incurred in appeals, whether the issues arise out of contract, tort, bankruptcy, or any other area of law. Included in the costs and expenses which Lender may recover are all court, alternative dispute resolution or other collection costs, and all expenses incidental to perfecting Lender's security interests and liens, preserving the Property (including payment of taxes and insurance), records searches, and expenses related to audits, inspection, and copying. All amounts Lender is entitled to recover shall accrue interest at the highest rate provided in any of the related documents from the date any such fee, cost, or expense is incurred.

COUNTERPARTS. This Agreement may be executed by the parties using any number of copies. All executed copies taken together will be treated as a single Agreement.

GOVERNING LAW. This Agreement will be governed by the laws of the State of Wisconsin including all proceedings arising from this Agreement.



TOTAL MORTGAGED AMOUNT: The total mortgaged amount will increase to \$615,000.00.

WAIVER OF JURY TRIAL. All parties to this Agreement hereby knowingly and voluntarily waive, to the fullest extent permitted by law, any right to trial by jury of any dispute, whether in contract, tort, or otherwise, arising out of, in connection with, related to, or incidental to the relationship established between them in this Agreement or any other instrument, document or agreement executed or delivered in connection with this Agreement or the related documents.

ORAL AGREEMENTS DISCLAIMER. This Agreement represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

By signing this Agreement, the parties acknowledge reading, understanding, and agreeing to all its provisions.

LuMoChaMe Harbor, LLC

By: MONICA J PFEIFER Date
Its: Managing Member

By: LUKE W PFEIFER Date
Its: Managing Member

Landlord:
City of Sheboygan

Signature for City of Sheboygan Date

Lender:
Community State Bank

Bryan Iwicki, Vice President Date



BUSINESS ACKNOWLEDGEMENT

State of Wisconsin

County of _____

This instrument was acknowledged on the _____, by MONICA J PFEIFER, Managing Member and LUKE W PFEIFER, Managing member on behalf of LuMoChaMe harbor, LLC, a Wisconsin Limited Liability Company, who personally appeared before me.

In witness whereof, I hereunto set my hand and official seal.

My commission expires: 10/11/2027

BRYAN IWICKI
Vice President

(Official Seal)

GOVERNMENT ACKNOWLEDGEMENT

State of Wisconsin

County of _____

This record was acknowledged before me on _____, 2024 by _____

Notary Public in and for the State of Wisconsin

My commission expires _____

LENDER ACKNOWLEDGMENT

State of Wisconsin

County of _____

This record was acknowledged before me on _____, 2024 by **Bryan Iwicki** as Vice President of **Community State Bank**.

Notary Public in and for the State of Wisconsin

My commission expires _____

LANDLORD'S WAIVER AND CONSENT



AGREEMENT DATE		
November 5, 2024		

BORROWER INFORMATION

LuMoChaMe Harbor, LLC
 905 S 8TH ST
 SHEBOYGAN, WI 53081

This Landlord's Waiver and Consent ("Waiver") is made by CITY OF SHEBOYGAN, a Wisconsin Governmental Entity whose address is 828 Center Avenue, Sheboygan, Wisconsin 58081 ("Landlord"), and given to Community State Bank whose address is 1500 Main Street, Union Grove, Wisconsin 53182 ("Lender").

LuMoChaMe Harbor, LLC, a Wisconsin Limited Liability Company whose address is 905 S 8TH ST, SHEBOYGAN, Wisconsin 53081 ("Borrower") has granted or will grant to Lender a security interest or other interest in and to the following assets owned by Borrower ("Collateral"):

The Lease: Landlord has leased the Property to Grantor pursuant to a lease (the "Lease") dated November 1, 1998, which was recorded as follows: Lease recorded on July 12, 1999 in Volume 1681, Page 755, as Document No. 1548635, entered into by and between the Landlord and Firstar Bank Wisconsin. Memorandum of Lease recorded on August 4, 1999 in Volume 1686, Page 690, as Document No. 1550787. Assignment of Lease recorded on August 16, 1999 in Volume 1689, Page 001, as Document No. 1551801; assigned by Firstar Bank Wisconsin to Harbor Pride LLC; further assigned by Harbor Pride, LLC to LuMoChaMe Harbor, LLC by the assignment recorded May 5, 2023, as Document No. 2150116.

The Collateral is now or may later be located at or affixed to the premises ("Property"), as detailed in the lease between Landlord and Borrower ("Lease"), commonly known as:

Address: 905 S 8th St, Sheboygan, Wisconsin 53081-4411

Landlord owns or has an interest in the Property, and to induce Lender, now or from time to time, to make loans or other financial accommodations to Borrower, and in consideration of such financial accommodations, each of the undersigned agrees, as follows:

Acknowledgment of Security Interest and Disclaimer. For so long as Borrower is indebted to Lender, Landlord disclaims and waives any and all interest, claims, and liens that Landlord now has or may hereafter acquire in the Collateral, as real estate fixtures or otherwise, including any security interest provided in the Lease, and consents to the placement, storage, and retention upon or attachment of the Collateral to the Property or any portion thereof. Landlord agrees not to assert any claim or interest in the Collateral, nor seek levy or distraint upon it for rent or otherwise.

Entry onto Property. Landlord consents to Lender's entry upon the Property at all reasonable times to inspect, dispose of, or remove the Collateral, upon reasonable notice, so long as Lender repairs all physical damage, if any, done to the Property, or offers to reimburse Landlord for the cost of such repairs, but not for any diminution in the value of the Property caused by the absence of the Collateral removed or by the necessity of replacing it.

Notice of Default and Right to Cure. Landlord hereby represents that, to the best of Landlord's knowledge, there is no currently existing breach or default under the Lease. Landlord agrees to provide Lender with written notice of any default, event of default, or termination of the Lease ("Notice") which shall be sent to Lender at the same time as any such notice is sent to Borrower and delivered to the address of Lender provided above or such other address or alternative means of notice as Lender may provide to Landlord in writing. Upon Lender's receipt of any Notice or notice of termination of the Lease, Lender shall have the immediate right, but not the obligation, to enter the Property for the purpose of removing some or all of the Collateral. Lender shall also have the right, but is in no way obligated, to cure any default or event of default identified in the Notice on or before the later of: (a) the applicable cure period provided under the Lease for such default; or (b) 60 days from Lender's receipt of the Notice.

Modification of Loan. Lender may, without any notice to or consent from Landlord, take any action that Lender deems appropriate, necessary, or desirable with respect to any loans or financial accommodations between Lender and Borrower, including without limitation, make any modifications, waivers, alterations, renewals, extensions, or accelerations of any loans or financial accommodations.

Continuing Effect. This Waiver will remain in effect so long as Borrower is indebted to Lender and will attach and apply to the Lease and any renewals, amendments, modifications, or replacements thereof. Landlord acknowledges and agrees that Lender shall have no obligations under the Lease unless and until Landlord specifically consents in

writing to assume and perform any such obligations under the Lease, subject to any terms, conditions, and limitations detailed in such written consent.

GOVERNING LAW. This Waiver shall be governed by and construed under the laws of the state where the Property is located, except to the extent that federal law controls.

GENERAL WAIVERS. To the extent permitted by law, the Landlord waives notice of Lender's acceptance of this agreement, defenses based on suretyship, any defense arising from any election by the Lender under the Bankruptcy Code, Uniform Commercial Code or other applicable law, demand, notice of intention to accelerate, notice of acceleration, notice of nonpayment, presentment, protest, notice of dishonor, and any other notice.

JOINT AND SEVERAL LIABILITY. The liability of all parties obligated in any manner under this Waiver shall be joint and several, to the extent of their respective obligations.

SEVERABILITY. If a court of competent jurisdiction determines any term or provision of this Waiver is invalid or prohibited by applicable law, that term or provision will be ineffective to the extent required. Any term or provision that has been determined to be invalid or prohibited will be severed from the rest of this Waiver without invalidating the remainder of either the affected provision or this Waiver.

SURVIVAL. The Lender's rights in this Waiver will continue in its successors and assigns. This Waiver is binding on all heirs, executors, administrators, assigns, and successors of the Landlord.

ASSIGNABILITY. The Lender may assign or otherwise transfer this Waiver or any of Lender's rights under this Waiver without notice to the Landlord. Any assignee of the Lender has the same rights as the Lender. The Landlord may not assign this Waiver, or any part of the Waiver without the express written consent of the Lender.

HEADINGS AND GENDER. The headings preceding text in this Waiver are for general convenience in identifying subject matter. The headings have no limiting effect on the text that follows any particular heading. All words used in this Waiver are read to be of whatever gender or number is appropriate under the circumstances.

ORAL AGREEMENTS DISCLAIMER. This Agreement represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

By signing below, each of the undersigned accepts and agrees to the terms in this Waiver.

CITY OF SHEBOYGAN

By: Signature for City of Sheboygan Date

**CITY OF SHEBOYGAN
R. C. 149-24-25**

BY PUBLIC WORKS COMMITTEE.

NOVEMBER 4, 2024.

Your Committee to whom was referred Res. No. 107-24-25 by Alderpersons Dekker and Ramey authorizing the appropriate City officials to enter into contract for the provision and installation of playground equipment to be installed in Optimist Park and authorizing a budget amendment; recommends adopting the Resolution.

Committee:

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of
Sheboygan

Meredith DeBruin, City Clerk, City of
Sheboygan

**CITY OF SHEBOYGAN
RESOLUTION 107-24-25
BY ALDERPERSONS MITCHELL AND PERRELLA.**

OCTOBER 21, 2024.

A RESOLUTION authorizing the appropriate City officials to enter into contract for the provision and installation of playground equipment to be installed in Optimist Park and authorizing a budget amendment.

WHEREAS, Optimist Park, located on Carmen Avenue in Sheboygan, is in need of additional playground equipment so as to provide a robust selection of play activities similar to those in a number of other parks in the City. The Optimist Club has generously pledged a donation of funding up to fifty percent of the cost to purchase and install the equipment; and

WHEREAS, the City desires to purchase and have installed the desired equipment with City staff responsible for initial site preparation and final placement of landscape materials following installation; and

WHEREAS, the City issued Request for Bids #2060-24 specifying the requirements for the equipment and two bids were received from firms engaged in the sale and installation of such equipment; and

WHEREAS, the lowest responsive bid has been found to comply with all of the specifications and the equipment and is satisfactory to City staff in all respects.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are authorized to enter into contract with Lee Recreation, LLC of Cambridge, Wisconsin for the purchase, delivery and professional installation at a total cost of \$50,520.00.

BE IT FURTHER RESOLVED: That the Finance Director is authorized to draw funds to cover the associated expenses with the above contract via the following budget amendment:

INCREASE:

CDBG Fund – CDBG – Park/Rec Improvements (Acct. No. 260660-641700)	\$37,520
CDBG Fund – Federal Housing/Economic Grant (Acct. No. 260-432710)	\$37,520
Capital Fund – Culture & Recreation – Improvements Other Than Buildings (Acct. No. 400500-641100)	\$13,000
Capital Fund – Contributions/Donations (Acct. No. 400-485000)	\$13,000

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

_____.

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of Sheboygan

Meredith DeBruin, City Clerk, City of Sheboygan

**AGREEMENT
BETWEEN THE CITY OF SHEBOYGAN, WISCONSIN AND
LEE RECREATION, LLC, FOR THE PURCHASE AND INSTALLATION OF
PLAYGROUND EQUIPMENT AT OPTIMIST PARK**

This Agreement (“Agreement”) is made and entered into effective this ____ day of _____, 2024 (the “Effective Date”), by and between the City of Sheboygan (the “City”), a municipal corporation, and Lee Recreation, LLC (“Contractor”).

WITNESSETH:

WHEREAS, the City owns Optimist Park located at 2004 Carmen Avenue, Sheboygan (the “Park”); and

WHEREAS, the City wishes to add to existing playground equipment to enhance the play experience for park patrons; and

WHEREAS, the City issued Request for Bids # 2060-24 to obtain bids from qualified providers of the products and services needed to complete the installation and other related work (“Services”); and

WHEREAS, the City has reviewed the bids, and determined that Contractor’s bid (“Bid”) is the lowest responsive and responsible bid for the Services; and

WHEREAS, a copy of the Bid is attached to this Agreement as **Exhibit 1**; and

WHEREAS, Contractor desires to provide the City with the necessary Services under the terms set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

Article 1. Scope of Services

The Request for Bids # 2060-24 is attached to this Contract as **Exhibit 2**. The quantities shown in the Project Manual are what is required to complete the project.

Contractor shall complete the Services necessary to provide, deliver and install the equipment. This includes the provision of all necessary labor, equipment, licenses, permits¹, travel expenses, freight and disposal of packaging materials.

¹ Contractor shall be responsible for obtaining any and all applicable City permits and paying any and all applicable permit fees prior to beginning work. The City does not waive permit fees between departments

The City shall prepare the site in advance of the Contractor’s arrival in a manner conducive to allow for installation of the equipment. Following equipment installation, and in accordance with manufacturer’s specifications, the City shall provide and place the final materials necessary for cushioning the areas below the equipment.

The City will provide a tax-exempt certificate to Contractor for any approved purchase made by Contractor from vendors related to the Services.

Article 2. Standard of Care

Contractor shall be responsible for completing the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances (“Standard of Care”). The City’s Representative shall be the sole judge of the adequacy of Contractor’s work in meeting the Standard of Care; however, the City’s Representative shall not unreasonably withhold its approval as to the adequacy of Contractor’s performance. Upon notice to Contractor and by mutual agreement between the parties, Contractor will, without additional compensation, correct or replace any and all Services not meeting the Standard of Care.

Contractor shall be solely responsible for all construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under this Agreement.

Article 3. City’s Representative

The City designates Joseph Kerlin, Superintendent of Parks and Forestry, as its Representative for purposes of this Agreement. If the City’s Representative deems it appropriate, the City’s Representative may consult with other employees of the City, delegate the responsibility to another employee under his charge or may retain an appropriate outside expert to assist with the management of this Project.

Article 4. Compensation

The City shall pay Contractor for the Services as follows:

- Purchase and Delivery of the equipment to the Park: \$ 37,520.00
- Complete installation of the equipment to Manufacturer Specifications: \$ 13,000.00

For avoidance of doubt, this amount shall cover all equipment and accessories, freight, labor, travel, and disposal of packaging and crating materials for a complete turnkey installation. Following installation, the City will provide and install final landscape materials to provide a safe, cushioned surface below the equipment.

Invoices shall be sent via first class mail postage prepaid. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Contractor shall submit an invoice to the City on a monthly basis and shall be based on the percentage of the Services described in Article 1 completed. The invoice shall be sent to:

- City of Sheboygan
- Municipal Service Building
- 2026 New Jersey Avenue
- Sheboygan WI 53081

Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the City or its Representative prior to such work being performed, or expenses incurred. The City shall not make payment for any unauthorized work or expenses.

The City may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following:

- Defective work.
- Evidence indicating the probable filing of claims by other parties against Contractor which may adversely affect the City.
- Failure of Contractor to make payments due to subcontractors, material suppliers, or employees.
- Damage to the City or a third party.

The submission of any request for payment shall be deemed a waiver and release by Contractor of all liens and claims with respect to the work and period to which such payment request pertains except as specifically reserved and noted on such request.

Partial payment made under this Agreement is not evidence of the proper performance by Contractor either in whole or in part, and no payment made by the City shall be construed to be an acceptance of defective or improper work. Acceptance of the work by the City shall occur only upon Final Payment by the City which will occur after Final Acceptance. The Parties recognize that more than 45 days may elapse between the submission of the last invoice and Final Acceptance or Final Payment. The City agrees to make reasonable efforts to schedule its Final Inspection in a timely manner and to process the Final Payment in a timely manner upon Final Acceptance. (For the avoidance of doubt, the warranties and guarantees in this Agreement shall continue to apply even after Final Payment by the City.)

Article 5. Appropriation of Funds

Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the City are at any time not forthcoming or are insufficient, through failure of any entity, including the City itself, to appropriate funds or otherwise, then the City shall have the right to terminate this Agreement without penalty. The City agrees that it will make its best effort to obtain sufficient funds for the Agreement to meet its obligations hereunder in full.

Article 6. Performance and Payment Bond

Not Required

Article 7. Schedule

Contractor shall commence work after receiving a Notice to Proceed from the City's Representative. At that point, Contractor shall commence work promptly, and shall continue the prosecution of the Services as quickly as is practicable until the Services are completed.

Contractor shall complete the Services by April 1, 2025, or within such extra time as may have been allowed by a mutually agreed extension (the "Deadline"). The City's Representative shall have the authority to consent to an extension of the Deadline on behalf of the City.

Failure of the Contractor to adhere to the schedule as specified or to promptly replace rejected materials shall render the Contractor liable for all costs in excess of the contract price when alternate procurement is necessary. Excess costs shall include the administrative costs and other costs attributable to the delay.

Article 8. Liquidated Damages

In the event that Contractor does not complete the Services by the Deadline, there shall be deducted from any monies due or that may become due to Contractor, for each and every calendar day that the work remains uncompleted, a sum of One Hundred and 00/100 Dollars (\$100.00) per calendar day. This sum shall be considered and treated not as a penalty but as fixed, agreed, and liquidated damages due the City from Contractor by reason of inconvenience to the public, added cost of supervision, and other items which have caused an expenditure of public funds resulting from his failure to complete the work. Permitting Contractor to continue and finish the work or any part of same after the time fixed for its completion, or after the date to which the time for completion may have been extended, shall in no way be construed as a waiver on the part of the City of any of its rights under this Agreement.

Article 9. Workmanship and Quality of Materials

Contractor's Warranty for the Services is set forth in the bid documents.

All material shall be new, newest model year, and free from defects. Items which are used, demonstrators, obsolete, seconds, or which have been discontinued are unacceptable without prior written approval of the City's Representative.

Whenever, in any document, an article, material, or equipment is defined by describing a proprietary product, or by using the name of a manufacturer or vendor, the term "or equal" or the term "the equivalent" if not inserted, shall be implied, and it is done for the express purpose of establishing a basis of durability and efficiency and not for the purpose of limiting competition. Whenever material or equipment is submitted for approval as being equal to that specified, the submittal shall include sufficient information and data to demonstrate that the material or equipment conforms to all contractual requirements. The decision as to whether or not such material or equipment is equal to that specified shall be made by the City's Representative. The approval by the City's Representative of alternate material or equipment as being equivalent to that specified shall not in any way relieve Contractor of responsibility for failure of the material or equipment due to faulty design, material, or workmanship, to perform the function required by the contract documents. The City's Representative shall be the sole and final judge of equivalency.

Article 10. Safety Requirements

All materials, equipment, and supplies provided to the City must comply fully with all safety requirements set forth under state and federal law, including all applicable OSHA Standards.

Contractor shall be responsible for the safety of employees at all times and shall provide all equipment necessary to insure their safety. Contractor shall ensure the enforcement of all applicable safety rules, regulations, ordinances and laws, whether federal, state, or local.

Contractor's Superintendent of Safety shall make daily inspections upon the arrival and leaving of the site at the close of each workday.

Article 11. Access to Records and Construction Site

Contractor will retain, and will require its approved subcontractors to retain, complete and readily accessible records related in whole or in part to this Agreement, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.

Contractor will comply with the record retention requirements in 2 C.F.R. § 200.333. Contractor shall maintain all books, records, accounts, and reports required under this Agreement for a period of not less than seven (7) years after receipt of Final Payment under the Agreement, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case records shall be maintained until the disposition of all such litigation, appeals, claims, or exceptions related thereto.

Contractor shall provide sufficient access to the U.S. Comptroller General, the City, and the contractors of those entities to inspect and audit records and information related to performance of this Agreement as reasonably may be required.

Contractor shall permit the U.S. Comptroller General, the City, and the contractors of those entities access to the sites of performance under this Agreement as reasonably may be required.

Both parties understand that the City is bound by the Wisconsin Public Records Law and, as such, this contract is subject to that law. Contractor acknowledges that it is obligated to assist the City in retaining and producing records related to the contract, and that the failure to do so shall constitute a material breach of the contract, and that Contractor must defend and hold the City harmless from liability under that law.

Article 12. Termination

The City may terminate or suspend performance of this Agreement at the City's prerogative at any time upon written notice to Contractor. The City's Representative shall have the authority to provide this written notice. Contractor shall terminate or suspend performance of the Services on a schedule acceptable to the City and the City shall pay Contractor for all the Services performed up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to Contractor's compensation and the schedule of services.

If Contractor defaults or fails to fulfill in a timely and proper manner its obligations pursuant to this Agreement, the City may, ten (10) days after written notice has been delivered to Contractor, and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due to Contractor. In the alternative the City may,

at its option, terminate this Agreement and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by Contractor, and may finish the project by whatever method it may deem expedient. In case the expenses incurred by the City (including payments previously made to Contractor) shall be less than the sum which would have been payable under the Agreement if it had been completed by Contractor, Contractor shall be entitled to receive the difference. However, in case such expense shall exceed the sum which would have been payable under the Agreement, Contractor will be liable and shall pay to the City the amount of said excess. By taking over prosecution of the work, the City does not forfeit the right to recover damages from Contractor or its surety for failure to complete the work in the time specified.

For the avoidance of doubt, the specific remedies identified in this Article 12 are not exclusive. In other words, the City may pursue any remedy in law or equity in the event that Contractor defaults under this Agreement.

Article 13. Default

If Contractor breaches this Agreement or fails to perform the work in an acceptable manner, it shall be considered in default. Any one or more of the following will be considered a default:

- Failure to begin the work under this Agreement within the time specified.
- Failure to perform the work with sufficient supervision, workers, equipment and materials to ensure prompt completion of said work within the time limits allowed.
- Unsuitable performance of the work as determined by City.
- Neglecting or refusing to remove defective materials or failure to perform anew such work as shall have been rejected.
- Discontinuing the prosecution of the work or any part of it.
- Inability to finance the work adequately.
- If, for any other reason, Contractor breaches this Agreement or fails to carry on the work in an acceptable manner.

The City shall send Contractor a written notice of default. If Contractor, within a period of ten (10) days after such notice, fails to remedy the default, then the City shall have full power and authority, without violation of the Agreement, to take the prosecution of the work out of the hands of Contractor, as set forth in this Agreement.

Article 14. Identity of Contractor

Contractor acknowledges that one of the primary reasons for its selection by the City to perform the Services is the qualifications and experience of Contractor. Contractor thus agrees that the Services to be performed pursuant to this Agreement shall be performed by Contractor. Contractor shall not subcontract any part of the Services without the prior written permission of the City. The City's Representative shall have the ability to provide this written permission. The City reserves the right to reject any of the Contractor's personnel or proposed outside professional sub-consultants, and the City reserves the right to request that acceptable replacement personnel be assigned to the project.

Article 15. Independent Contractor Status

During the entire term of this Agreement, Contractor shall be an independent contractor, and in no event shall any of its personnel, agents or sub-contractors be construed to be, or represent themselves to be, employees of the City. Contractor shall be solely responsible for the payment and reporting of all employee and employer taxes, including social security, unemployment, and any other federal, state, or local taxes required to be withheld from employees or payable on behalf of its employees.

Article 16. Indemnification

Contractor is responsible to the City for the acts and omissions of its employees, subcontractors, and any other persons performing any of the work under a contract with Contractor.

As such, to the extent permitted by law, Contractor shall defend and hold the City—including its Officials, Agents, and Employees—harmless from all liability, including, but not limited to, losses, damages, costs, attorney’s fees, expenses, causes of action, claims, or judgments resulting from claimed injury, death, damage to property, or loss of use of property or any person or legal entity arising out of or in any way connected with the performance of work or work to be performed under this Agreement.

Contractor shall reimburse the City for any costs, expenses, judgments, and attorney’s fees paid or incurred, by or on behalf of the City, its Officials, Agents, or Employees, or paid for on behalf of the City, its Officials, Agents, or Employees by insurance purchased or self-insurance provided by the City.

For the avoidance of doubt, Contractor shall further hold the City, its Officials, Agents, and Employees harmless from liability or claims for any injuries to or death of Contractor’s employees (or the employees of any authorized subcontractor) arising out of or in any way connected with the work or work to be performed under this Agreement, including protection against any claim of the contractor or subcontractor for any payments under any worker’s compensation law or any expenses of or any payments made by any worker’s compensation insurance carrier on behalf of said contractor or sub-contractor, and the contractor shall hold the City harmless from any costs, expenses, judgments, and attorney’s fees with respect to any above referenced workers’ compensation claims incurred or paid by the City or paid on its behalf or on behalf of its Officials, Agents, or Employees by insurance purchased or self-insurance provided by the City.

Article 17. Insurance

Contractor shall not commence work under this Agreement until it has obtained all insurance required under this Article. Additionally, Contractor shall not allow any approved subcontractor to commence work on its subcontract until the subcontractor has obtained all insurance required under this Article.

During the performance of any and all Services under this Agreement, Contractor shall maintain the insurance as set forth in **Exhibit #3** in full force and effect, and shall provide proof of insurance to the City’s Representative listing the City of Sheboygan as an additional insured.

City’s approval of Contractor’s insurance shall not relieve or decrease the extent to which Contractor may be held responsible for payment of damages resulting from Contractor’s provision of the Services or its operations under this Agreement. If Contractor fails or refuses to procure or maintain the

insurance required by these provisions, or fails or refuses to furnish the City the required proof that the insurance has been procured and is in force and paid for, the City shall have the right at its election to terminate the Agreement.

Article 18. Conflict of Interest

Contractor declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performance of Services under this Agreement. Contractor agrees that no person having any such interest shall be employed in the performance of this Agreement.

Article 19. Waiver

No failure of either party to enforce a term of this Agreement against the other shall be construed as a waiver of that term, nor shall it in any way affect the party's right to enforce that term. No waiver by any party of any term of this Agreement shall be considered to be a waiver of any other term or breach thereof.

Article 20. Severability

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did not contain the particular provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

Article 21. Assignment

Neither the City nor Contractor shall assign any rights or duties under this Agreement without the prior written consent of the other party.

Article 22. Third Party Rights

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and Contractor.

Article 23. Governing Law and Venue

This Agreement shall be governed by the laws of the State of Wisconsin. Venue of any disputes arising under this Agreement shall be in the Sheboygan County Circuit Court, Wisconsin.

Article 24. Non-Discrimination and Equal Opportunity

In connection with the performance of work under this Agreement, Contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, disability, developmental disability (as defined in Wis. Stat. 51.01(5)), sexual orientation (as defined in Wis. Stat. 111.32(13m)), gender identity, or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

Contractor further agrees to take affirmative action to ensure equal employment opportunities, including complying with all applicable equal employment opportunity requirements of U.S. Department of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

Article 25. Compliance with Laws

In performing the Services under this Agreement, Contractor shall comply with any and all applicable federal, state and local statutes, ordinances, plans, and regulations.

The City reserves the right to cancel this Agreement if Contractor fails to follow the requirements of Wis. Stat. 77.66 and related statutes regarding certification for collection of sales and use tax. The City also reserves the right to cancel this Agreement with any state or federally debarred contractor.

Contractor shall have any and all licenses and permits required to perform the work specified, and shall furnish proof of such licensing authorization and permits upon request.

Article 26. Notices

Any notice required by this Agreement shall be made in writing to the individuals/addresses specified below:

City:

Contractor:

City Clerk		Lee Recreation LLC
City of Sheboygan		809 Bluebird Pass
828 Center Ave.		Cambridge, WI 53523
Sheboygan, Wisconsin 53083		

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the City and Contractor.

Article 27. Intent to be Bound

The City and Contractor each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners to the other party to this

Agreement, and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.

Article 28. Force Majeure

Neither party shall be in default by reason of any failure in performance of this Agreement in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather. In every case, the failure to perform must be beyond the reasonable control and without the fault or negligence of the party.

Article 29. Integration and Modification

This Agreement may be modified only by a written amendment signed by both parties hereto.

This Agreement consists of the following parts, each of which is as fully a part of this Agreement as if fully set out herein:

1. This Agreement and its Exhibits
2. Any Written Amendment to the Agreement which may be delivered or issued after the Effective Date of the Agreement (including Change Orders)
3. The Request for Bids (including all attachments)
4. All Addenda to the Request for Bids
5. All Other Submittals by Contractor
6. The Performance and Payment Bonds

(collectively “the Contract”).

This Contract is the entire and integrated agreement between the City and Contractor regarding the subject matter of this Contract. It supersedes all prior and contemporaneous communications, representations and agreements that are not part of this Contract.

In resolving conflicts, errors, discrepancies and disputes concerning the Scope of Work to be performed by Contractor, the document expressing the greater quantity, quality, or other scope of work in question, or imposing the greater obligation upon Contractor and affording the greater right or remedy to the City shall govern. Otherwise, the documents shall be given precedence in the order set forth above.

Article 30. Non-Collusion

Contractor is certifying, under penalty of perjury, that to the best of its knowledge and belief:

1. The prices in its bid were arrived at independently, without collusion, consultation, communication, or agreement for the purpose of restricting competition as to any other matter relating to such prices with any other bidder, or with any other competitor.
2. The prices quoted in its bid were not knowingly disclosed—directly or indirectly—by the bidder prior to bid opening.

3. No attempt was made to induce any other person, partnership, or corporation to submit or not submit a bid for the purpose of restricting competition.

Article 32. Other Provisions

1. **Material Safety Data Sheet.** If any item(s) on an order(s) resulting from this Agreement is a hazardous chemical, as defined under 29 C.F.R. 1910.1200, Contractor shall provide one (1) copy of a Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy with the invoice(s).
2. **Advertising and News Releases.** Reference to or use of the City, or any of its departments, officials, or employees, for commercial promotion is prohibited. News releases pertaining to this procurement shall not be made without prior approval of the City's Representative. Release of broadcast e-mails pertaining to this procurement shall not be made without prior written authorization of the City's Representative.
3. **Foreign Corporation.** A foreign corporation (any corporation other than a Wisconsin corporation) which becomes a party to this Agreement is required to conform to all the requirements of Wis. Stat. 180 relating to a foreign corporation, and must possess a certificate of authority from the Wisconsin Department of Financial Institutions, unless the corporation is transacting business in interstate commerce or is otherwise exempt from the requirement of obtaining a certificate of authority.
4. **Authority.** Each person executing this Agreement on behalf of a party hereto represents and warrants to the other party: That the execution and delivery of this Agreement has been duly authorized, that the person or persons executing this Agreement have the full power, authority, and right to do so, and that such execution is sufficient and legally binding on such party to enable this Agreement to be enforceable in accordance with its terms.
5. **Definitions.**
 - a. **Final Acceptance:** The event that occurs when Contractor issues to the City or the City issues to Contractor a written statement that Contractor has completed all Punch List items, has made all necessary submittals to the City, and has satisfied all of its obligations under the Agreement.
 - b. **Final Inspection:** The inspection conducted by the City to determine what work must still be completed by Contractor in order for Completion of the Services to occur. After the Final Inspection, the City shall provide Contractor with a Punch List that Contractor must complete in order for Completion of the Services to occur.
 - c. **Final Payment:** Payment by the City to Contractor after Completion of the Services the result of which is Contractor receiving all payments due under the terms of the Agreement for performing and completing the Services.

6. Eligibility: Please see Contract **Exhibit # 4** as certification for Federal Eligibility

Article 33 Federal Provisions

CITY OF SHEBOYGAN

TERMS AND CONDITIONS FOR ALL CONTRACTS FUNDED WITH FEDERAL GRANTS SUBJECT TO THE UNIFORM GUIDANCE

In the event of a conflict between the below terms and conditions and the terms of the main body of the Contract or any exhibit or appendix, these federally required contract terms shall govern.

1. Amendment Permitted. This list of Federally Required Contract terms may be amended by CITY in the event that the applicable federal grant providing funding for this Contract contains additional required terms.
2. Debarment and Suspension. Contractor represents and warrants that, as of the execution of this Contract, neither Contractor nor any subcontractor or sub-consultant performing work under this Contract (at any tier) is included on the federally debarred bidder's list listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." If at any point during Contract's term Contractor or any subcontractor or sub-consultant performing work at any tier is included on the federally debarred bidder's list, Contractor shall notify CITY immediately. Contractor's completed Vendor Debarment Certification is attached hereto and incorporated herein.
3. Record Retention. Contractor certifies that it will comply with the record retention requirements detailed in 2 CFR 5 200.333. Contractor further certifies that it will retain all records as required by 2 CFR 5 200.333 for a period of five (5) years after it receives CITY notice that CITY has submitted final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed. Unless Contractor is functioning as a sub-recipient of grant funding, rather than as a contractor, this requirement is in addition to, and not in place of, CITY's public records retention requirements set forth elsewhere herein. In the event of conflict between local and federal retention periods, the longer retention requirement shall control.
4. Procurement of Recovered Materials (Applies Only if the Work Involves the use of Materials). Pursuant to 2 CFR 5200.323, Contractor represents and warrants that in its performance under the Contract, Contractor shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000

or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

5. Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as Amended. If this is a contract or sub-grant in excess of \$150,000, Contractor must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations must be reported to the CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

6. Energy Efficiency. Contractor certifies that it will comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

7. Anti-Lobbying Restrictions (31 U.S.C. 1352). Contractor certifies that:

7.1. No federal appropriated funds have been paid or will be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal Loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of and Federal contract, grant, loan, or cooperative agreement.

7.2. If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, Contractor shall request from CITY and provide, completed, to CITY the "Disclosure Form to Report Lobbying," in accordance with its instructions as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96).

7.3. Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

- 7.4. Contractor's completed Anti-Lobbying Certification is attached hereto and incorporated herein.
8. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) (Applies Only to Funding Over \$100,000, When Laborers or Mechanics are Used). Contractor must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, Contractor must compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
9. Right to Inventions Made Under a Contract or Agreement. Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any applicable implementing regulations.
10. Federal Government is Not a Party. The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to CITY, Contractor, or any other party pertaining to any matter resulting from the Contract.
11. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). If this is a "prime construction contract," in its performance under the Contract, Contractor shall comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Contractor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractor is required to pay wages not less than once a week.
12. Copeland "Anti-Kickback" Act (40 U.S.C. 3145). If this is a "prime construction contract" in excess of \$2,000, Contractor shall, in its performance of the contract, comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that Contractor is prohibited

from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

13. Equal Employment Opportunity. Contractor shall comply with Executive Order 11246, "Equal Employment Opportunity," as amended by EO 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

14. Termination for Convenience. If this Contract is for an amount in excess of \$10,000 and it lacks a termination for convenience clause, the following applies: CITY may terminate this Contract at any time for any reason by giving at least thirty (30) days' notice in writing from CITY to Contractor. If Contractor is terminated for convenience by CITY, Contractor will be paid for services actually performed or commodity actually provided.

15. Termination for Cause. If this Contract is for an amount in excess of \$10,000 and it lacks a termination for cause clause, the following applies: If Contractor shall fail to fulfill in timely and proper manner any of its obligations or violate any of the provisions of this Contract; CITY shall have the right to terminate this Contract. CITY shall notify Contractor of its intent to terminate, by giving Contractor prior written notice at least five (5) business days before the effective date of the termination, identifying the alleged deficiencies in Contractor's performance, and shall give Contractor thirty (30) days to cure such deficiencies prior to termination. In such event, all deliverables completed by Contractor as of the date of termination shall, at the option of CITY, become property of CITY. Notwithstanding the above, Contractor shall not be relieved of liability to CITY for damages sustained by CITY by virtue of any breach of the Contract, and CITY shall retain its remedies under law.

16. Executive Order 13202- Preservation of Open Competition and Government Neutrality Towards Contractors' Labor Relations on Federal and Federally Funded Construction Contracts. These requirements apply to recipients and sub-recipients of awards and cooperative agreements and to any manager of a construction project acting on their behalf. These individuals or employees of one of these organizations must ensure that the bid specifications, project agreements, and other controlling documents do not: (a) require or prohibit bidders, offerors, contractors, or subcontractors to enter into or adhere to agreements with one or more labor organizations, on the same or other related construction project(s); or (b) otherwise discriminate against bidders, offerors, contractors, or subcontractors for becoming or refusing to become or remain signatories, or otherwise to adhere to agreements with one or more labor organizations, on the same or other related construction project(s). Contractors or subcontractors are not prohibited from voluntarily entering into agreements with one or more labor organizations.

17. Domestic Preferences for Procurements. Pursuant to 2 CFR 5200.322, as appropriate, and to the extent consistent with law, Contractor should, to the greatest extent practicable under this Contract, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontracts and purchase orders for work or products under this Contract.

18. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. Contractor shall not use funds under this Contract to purchase, or enter into subcontracts to purchase, any equipment, services, or systems that use telecommunications equipment or services as a substantial or essential component of a system that is subject to 2 CFR 5 200.216 (generally, video surveillance or telecommunications equipment produced by Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company, their subsidiaries or affiliates, or any entity that the Secretary of Defense reasonably believes to be an entity owned or controlled by the government of a foreign country). In the event Contractor identifies covered telecommunications equipment or services that constitute a substantial or essential component of any system, or as critical technology as part of any system that is subject to 2 CFR 5 200.216, during Contract performance, Contractor shall alert CITY as soon as possible and shall provide information on any measures taken to prevent recurrence.

19. Prohibitions on Discrimination. Contractor agrees to comply with the following as applicable:

19.1. Title VI of the Civil Rights Act of 1964 (42 U.S.C 55 2000d et seq.) and Treasury's implementing regulations at 31C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance.

19.2. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C.55 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability.

19.3. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 5 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.

19.4. The Age Discrimination Act of 1975, as amended (42 U.S.C. 55 6101 et seq.), and Treasury's implementing regulations at 31C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance.

19.5. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. 55 12101 et seq.), which prohibits discrimination on the basis of disability under programs,

activities, and services provided or made available by state or local governments or instrumentalities or agencies thereto.

20. Financial and Program Management As subrecipient of federal funds, Contractor is required to comply with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, other than such provisions as Treasury may determine are inapplicable to this Contract and subject to such exceptions as may be otherwise provided by Treasury.

20.1. Financial Management: Contractor shall maintain records and financial documents sufficient to show compliance with section 603(c) of ARPA, Treasury's regulations implementing that section, and guidance issued by Treasury. Contractor shall grant the Treasury Office of Inspector General and the Government Accountability Office or their authorized representatives, the right of access to these records in order to conduct audits or other investigations. Financial records, supporting documents, statistical records and all other records pertinent to the services purchased pursuant to this Contract shall be retained for a period of five (5) years after all of the CITY's funds have been expended or returned to the Treasury Department, whichever is later.

20.2. Audit Requirements. Contractor agrees to provide all reports requested by the CITY including, but not limited to, financial statements and reports, reports and accounting of services rendered, and any other reports or documents requested. Financial and service reports shall be provided according to a schedule (when applicable) or upon request. Contractors who expend more than \$750,000 in federal awards during their fiscal year will be subject to an audit under the Single Audit Act and its implementing regulation at 2 CFR Part 200, Subpart F.

20.3. Recipient Integrity and Performance Matters. Contractor agrees to provide any information requested by the CITY in order to comply with 2 CFR Appendix XII to Part 200

20.4. SAM.gov Requirements. Contractor is required to comply with 2 CFR Part 25 (System for Award Management ("SAM")) and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information) unless exempted pursuant to 2 CFR 5 25.110.

21. Drug-Free Workplace. Contractor acknowledges that as a subrecipient of federal funds, it is subject to 31 CFR Part 20 (Governmentwide Requirements for Drug-Free Workplace)

22. Relocation Assistance. Where an agreement or project requires the relocation of persons or such person's personal property, Contractor is advised that 42 USC 4601-4655 (Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970) may apply.

23. Local, Small, Minority-Owned and/or Women-Owned Businesses. The federal regulations require that every effort is made to assure that minority firms, women’s business enterprises and labor surplus area firms are used when possible (24 CFR85.36(e)). Affirming steps include:

- A. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- B. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- C. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- D. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; (v) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and
- E. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps to select such firms.

24. Section 3. The federal regulations required that economic opportunities generated by federally assisted projects, be to the greatest extent possible, to low-and very low-income persons, particularly those who are recipients of government assistance for housing (24 CFR 570.607(b)).

25. Build America, Buy America (BABA) Act Requirements. The Build America, Buy America (BABA) Act, 41 USC § 8301 note, was enacted in the Infrastructure Investment and Jobs Act on November 15, 2021. The BABA Act requires that products purchased in connection with infrastructure projects funded by Federal financial assistance (FFA) programs must be produced in the United States (U.S.). This requirement is known as the “Buy America Preference (BAP)” (or “domestic procurement requirement”). The purpose of the BABA Act is to stimulate private sector investments in American manufacturing, bolster critical American supply chains, and support the creation of jobs so that America’s workers and firms can compete and lead globally.

The prime contractor and all subcontractors (all tiers) must comply with the requirements of the BABA Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, as applicable to the Community Development Block Grant (CDBG) infrastructure project. Pursuant to the U.S. Department of Housing and Urban Development’s (HUD’s) notice, “Public Interest Phased Implementation Waiver for FY2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance” ([88 FR 17001](#)), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

All iron and steel materials purchased for a CDBG infrastructure project must be produced in the U.S. unless the project or purchase qualifies for a waiver or exemption. The contractor must

maintain records that verify compliance with the BAP requirement for iron and steel materials and provide them to the CDBG Grantee/unit of general local government (UGLG), State of Wisconsin Department of Administration Division of Energy, Housing and Community Resources (DOA-DEHCR), HUD, and/or other regulating entities upon request. Infrastructure projects awarded CDBG funds from DOA-DEHCR in or after 2023 are subject the BAP requirements for iron and steel. General waivers and project-specific waiver categories are specified in [88 FR 17001](#). A contractor seeking a project-specific waiver must demonstrate the criteria for one or more of the project-specific waiver categories are met and must contact the CDBG Grantee/UGLG for further guidance. The Grantee/UGLG is to consult with DEHCR. A waiver requires approval by DEHCR and HUD.

Additional information is provided on the HUD BABA website at: https://www.hud.gov/program_offices/general_counsel/baba.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first written above.

CITY OF SHEBOYGAN, WISCONSIN

CONTRACTOR

BY: _____

Ryan Sorenson , Mayor

Meredith DeBruin, City Clerk

DATE:

DATE:

APPROVED BY:

Evan Grossen, Comptroller **DATE:** _____

Charles Adams, City Attorney **DATE:** _____



DATE: Sept. 16, 2024

TO: City of Sheboygan
828 Center Ave.
Sheboygan, WI 53081

FROM: Megan Lee Cunningham
RE: Playground Proposal

COMMENTS:

Thank you for giving us the opportunity to submit a proposal for your review.
For the Optimist Park Playground project.

- Lee Recreation, LLC has been designing and supplying playground equipment throughout the state Of Wisconsin for the past 29 years. We have completed many playgrounds.
- We offer FREE Design Services - where we will take your wish list and create a proposal based on your wishes and needs. We do not limit you on designs. We represent BCI Burke the manufacturer who is based in Fond du Lac, WI. They offer a high-quality product as well as innovative products to address the needs of people with all abilities. A copy of their warranty is attached for your review.
- I have put together a proposal to add equipment next to the existing equipment at Optimist Park.

Please feel free to contact me with any questions. I'm here to work with you and answer any questions regarding out proposal.

Thanks

Megan Cunningham

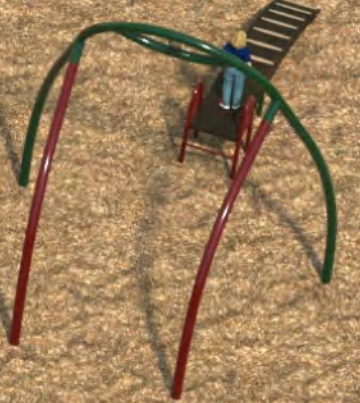
Megan Lee Cunningham

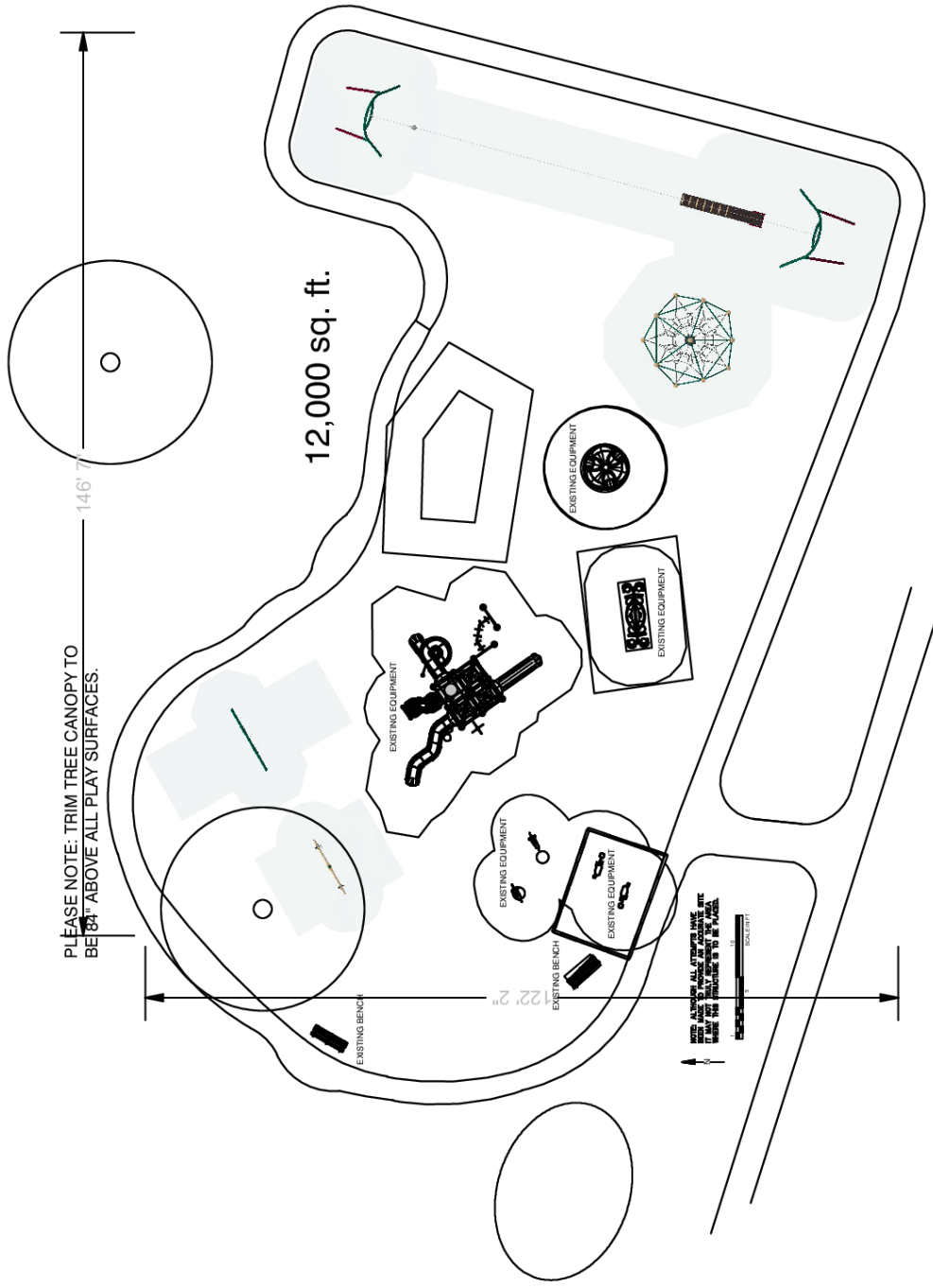


COLOR KEY

- GREEN
- TAN
- BURGUNDY

EXISTING
EQUIPMENT





Item 13.

The use and layout of play components identified in this plan conform to the CPSC guidelines. U.S. CPSC recommends the separation of age groups in playground layouts.

PLAYGROUND ACCESSIBILITY (Provided/Required)				
TOTAL ELEVATED EVENTS	TRANSFER ACCESSIBLE EVENTS	RAMP ACCESSIBLE EVENTS	GROUND EVENTS	TYPES OF GROUND EVENTS
4	1 / 1	0 / 0	5 / 0	2 / 0

OVERALL BOUNDING OF USE ZONES
 **The space requirements shown here are to ASTM standards. Requirements for other standards may be different.
 Area: 17901.4 sq.ft.
 Perimeter: 537.4 ft.
STRUCTURE SIZE: 2"x146' 7"
POST SIZE(S):

Warning: Accessible safety surfacing material is required beneath and around this equipment that is compliant with ASTM, CPSC, and ADAAG requirements.

SERIES Burke Basics	SITE PLAN VIEW	
GROUP: Freestanding	Optimist Park - Sheboygan Sheboygan, WI 53081-4714	09/05/2024
DESIGNED FOR AGES: 5 to 12		Lee Recreation, LLC 142-182579-2
		Designer: Denise Stalinger
BCI BURKE COMPANY, LLC PO BOX 549 FOND DU LAC, WI 54936-0549 920.921.9220 BCIBURKE.COM		

CITY OF SHEBOYGAN
REQUEST FOR BIDS # 2060-24
OPTIMIST PARK PLAYGROUND EQUIPMENT

BASE BID

We propose to furnish the following equipment to the City of Sheboygan, colors to be chosen from the Manufacturers Standard colors including basic layouts, all equipment as listed and installation instructions *FOB Sheboygan WI, 53081* with off-load by the City and all site preparation, installation and site finish work provided by City personnel.

Manufacturer	Model	Price
BCI Burke	Swing w/2 Belt Seats #550-0201	\$1,530.00
BCI Burke	T-Swing w/2 Tot Seats #550-9011	\$1,665.00
BCI Burke	#550-0206 - Zip Venture	\$15,645.00
BCI Burke	#560-0520 - RopeVenture Vertex	\$18,680.00
Total Base Bid		\$37,520.00

ALTERNATE BID #1

At the sole option of the City, we will provide personnel to off-load the equipment at the site as well as full and complete installation of the equipment by our crews including removal and disposal of shipping packaging with site prep and site finish landscaping to be provided by City personnel.

For this service please add: \$13,000.00_____ to the Base Bid above.

ALTERNATE BID # 2

At the sole option of the City, we will provide a representative at the site to supervise/oversee erection and installation of the equipment with the actual work to be performed by City personnel to assure that all equipment is installed in accordance with Manufacturer specifications. The City will be responsible for unpacking, installation and removal of all packaging materials from the site under the oversight of the representative.

For this service please add: \$ 5000.00_____ to the Base Bid above.

Company Name Lee Recreation, LLC

Address 809 Bluebird Pass City Cambridge
State WI Zip 53523

Phone 800-775-8937 Email megan@leerecreation.com

Signed Lana Lee Date 9-16-2024

The Longest and Strongest warranty in the industry

BCI Burke Company, LLC ("Burke") warrants that all standard products are warranted to be free from defects in materials and workmanship, under normal use and service, for a period of one (1) year from the date of shipment.

We stand behind our products.

In addition, the following products are warranted, under normal use and service from the date of shipment as follows:

- One Hundred (100) Year Limited Warranty on aluminum and steel upright posts (including Intensity®, Synergy™, Nucleus®, Voltage®, Little Buddies®, ELEVATE®, ACTIVATE®, INVIGORATE™) against structural failure due to corrosion, deterioration or workmanship.
- One Hundred (100) Year Limited Warranty on KoreKconnect® clamps against structural failure due to corrosion, deterioration or workmanship.
- One Hundred (100) Year Limited Warranty on Hardware (nuts, bolts, washers)
- One Hundred (100) Year Limited Warranty on bolt-through fastening and clamp systems (Synergy™, Intensity®, Nucleus®, Voltage®, Little Buddies®, ELEVATE®).
- Twenty-Five (25) Year Limited Warranty on spring assemblies and aluminum cast animals.
- Fifteen (15) Year Limited Warranty on structure platforms and decks, metal roofs, table tops, bench tops, railings and barriers against structural failure due to materials or workmanship.
- Fifteen (15) Year Limited Warranty on all plastic components including StoneBorders against structural failure due to materials or workmanship.
- Ten (10) Year Limited Warranty on ShadePlay Canopies fabric, threads, and cables against degradation, cracking or material breakdown resulting from ultra-violet exposure, natural deterioration or manufacturing defects. This warranty is limited to the design loads as stated in the specifications.
- Ten (10) Year Limited Warranty on NaturePlay® Boulders and GFRC products against structural failure due to natural deterioration or workmanship. Natural wear, which may occur with any concrete product with age, is excluded from this warranty
- Ten (10) Year Limited Warranty on Full Color Custom Signage against manufacturing defects that cause delamination or degradation of the sign. Full Color Custom Signs also carry a two (2) year warranty against premature fading of the print and graphics on the signs.
- Five (5) Year Limited Warranty on Intensity® and RopeVenture® cables and LEVEL X® flex bridge against premature wear due to natural deterioration or manufacturing defects. Determination of premature wear will be at the manufacturer's discretion.
- Five (5) Year Limited Warranty on moving parts, including swing components, against structural failure due to materials or workmanship.
- Five (5) Year Limited Warranty on PlayEnsemble® cables and mallets against defects in materials and workmanship.
- Three (3) Year Limited Warranty on electronic panel speakers, sound chips and circuit boards against electronic failure caused by manufacturing defects.

The warranty stated above is valid only if the equipment is erected in conformity with the layout plan and/or installation instructions furnished by BCI Burke Company, LLC using approved parts; have been maintained and inspected in accordance with BCI Burke Company, LLC instructions. Burke's liability and your exclusive remedy hereunder will be limited to repair or replacement of those parts found in Burke's reasonable judgment to be defective. Any claim made within the above stated warranty periods must be made promptly after discovery of the defect. A part is covered only for the original warranty period of the applicable part. Replacement parts carry the applicable warranty from the date of shipment of the replacement from Burke. After the expiration of the warranty period, you must pay for all parts, transportation and service charges.

Burke reserves the right to accept or reject any claim in whole or in part. Burke will not accept the return of any product without its prior written approval. Burke will assume transportation charges for shipment of the returned product if it is returned in strict compliance with Burke's written instructions.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IF THE FOREGOING DISCLAIMER OF ADDITIONAL WARRANTIES IS NOT GIVEN FULL FORCE AND EFFECT, ANY RESULTING ADDITIONAL WARRANTY SHALL BE LIMITED IN DURATION TO THE EXPRESS WARRANTIES AND BE OTHERWISE SUBJECT TO AND LIMITED BY THE TERMS OF BURKE'S PRODUCT WARRANTY. SOME STATES DO NOT ALLOW THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

Warranty Exclusions: The above stated warranties do not cover: "cosmetic" defects, such as scratches, dents, marring, or fading; damage due to incorrect installation, vandalism, misuse, accident, wear and tear from normal use, exposure to extreme weather; immersion in salt or chlorine water, unauthorized repair or modification, abnormal use, lack of maintenance, or other cause not within Burke's control; and

Limitation of Remedies: Burke is not liable for consequential or incidental damages, including but not limited to labor costs or lost profits resulting from the use of or inability to use the products or from the products being incorporated in or becoming a component of any other product. If, after a reasonable number of repeated efforts, Burke is unable to repair or replace a defective or nonconforming product, Burke shall have the option to accept return of the product, or part thereof, if such does not substantially impair its value, and return the purchase price as the buyer's entire and exclusive remedy. Without limiting the generality of the foregoing, Burke will not be responsible for labor costs involved in the removal of products or the installation of replacement products. Some states do not allow the exclusion of incidental damages, so the above exclusion may not apply to you.

The environment near a saltwater coast can be extremely corrosive. Some corrosion and/or deterioration is considered "normal wear" in this environment. Product installed within 500 yards of a saltwater shoreline will only be covered for half the period of the standard product warranty, up to a maximum of five years, for defects caused by corrosion. Products installed in direct contact with saltwater or that are subjected to salt spray are not covered by the standard warranty for any defects caused by corrosion.

Contact your local Burke Representative for warranty information regarding Burke Turf® and Burke Tile products.

Terms of Sale

Pricing: Prices published in this catalog are in USD, are approximate and do not include shipping & handling, surfacing, installation nor applicable taxes. All prices are subject to change without notice. Contact your Burke representative for current pricing. Payments are to be made in USD.

Weights: Weights are approximate and may vary with actual orders.

Installation: All equipment is shipped unassembled. For a list of factory-certified installers in your area, please contact your Burke representative.

Specifications: Product specifications in this catalog were correct at the time of publication. However, product improvements are ongoing at Burke, and we reserve the right to change or discontinue specifications without notice.

Loss or Damage in Transit: A signed bill of lading is our receipt from a carrier that our shipment to you was complete and in good condition upon arrival. Before you sign, please check the Bill of Lading carefully when the shipment arrives to make sure nothing is missing and there are no damages. Once the shipment leaves our plant, we are no longer responsible for any damage, loss or shortage.

For more information regarding the warranty, call Customer Service at 920-921-9220 or 1-800-356-2070.

01/2021

To be published in The Sheboygan Press on September 4 and September 11, 2024

**CITY OF SHEBOYGAN
REQUEST FOR BIDS# 2060-24
PLAYGROUND EQUIPMENT**

The City is soliciting bids for the purchase and delivery of Playground Equipment to be installed at Optimist Park in Sheboygan WI.

Firms interested may obtain specifications for the equipment by contacting the purchasing office at (920) 459-3469 or via email at bernard.rammer@sheboyganwi.gov.

In order to be considered bids, on forms included with the bid documents must be submitted electronically to Bernard.rammer@sheboyganwi.gov and on file no later than Tuesday September 17, 2024 at 1:00 pm local time. Bids received after this time and date will not be considered.

All bids received will remain in effect for not less than 30 days and may not be withdrawn without the express consent of the City of Sheboygan.

The City of Sheboygan is exempt from Sales Tax and a form will be provided to the firm awarded the bid upon request.

The City of Sheboygan reserves the right to reject any bid, cancel this solicitation, waive any informality associated with the bid process and award the bid deemed to be in the best interest of the City of Sheboygan.

CITY OF SHEBOYGAN

REQUEST FOR BIDS# 2060-24

PLAYGROUND EQUIPMENT

Optimist Park

Deadline: Wednesday September 17, 2024 1:00 PM

Bids are to be emailed to Bernard.rammer@sheboyganwi.gov

The City of Sheboygan is soliciting bids for Playground Equipment. Structure to be designed for children between the ages of five and twelve. Optimist Park is located at 2004 Carmen Avenue, Sheboygan WI 53081

Background

The City is requesting basic designs and pricing for the structures. The city intends to issue a purchase order prior to October 1, 2024

Theme

Vendors should propose a structure/layout which will fit into the available space shown on the Plot plan attached.

Design Layouts must include:

- Specific Equipment Listed Below or approved equal
- All equipment to be suitable for the Wisconsin Climate.

Please include the following in your Bid:

Basic design and **layout** including **pictures or depictions;**

- Detailed listing of included elements
- Prepaid shipping FOB Sheboygan WI
- Information regarding your company including warranty
- Information regarding the Manufacturer of the products proposed.

BASE BID to Include:

- Equipment as Listed or approved Equal
- City to choose colors from standard offerings
- Freight FOB Sheboygan, WI City will off-load equipment.
- Assistance or Guidance with Assembly/Installation

ALTERNATE BID #1 To be added to base Bid If chosen by the City.,

- Unloading at Site by Vendors installation Personnel
- Full and Complete Installation at the Site.
- Removal and disposal of Packaging Materials.

ALTERNATE BID # 2 to be added to Base Bid if chosen by City of Sheboygan

- City crews will have equipment at the site
- Vendor will a provide someone to oversee and assist with the proper erection and Installation of the equipment in accordance with manufacturers specifications.

Do Not Include: This will be provided by the City Regardless of the Alternates chosen

- Removal/Disposal of existing features and equipment
- Landscaping work including supply and placement fall cushioning material and borders following install.

Cooperative Contracts

The City has the ability to access National Contracts through the following. Vendors should include contract price discounts in their bid submittal and indicate which contracts they have used.

- Sourcewell
- Houston Galveston Area Council
- WSCA/NASPO
- State of WI Contracts
- State of MN Contracts
- TCPN
- V.A.L.U.E
- US COMMUNITIES
- WISCONSIN COUNTIES ASSOCIATION

Desired Equipment:

- 1-#SPSW Burke One Bay Single Post Swing Assembly with 2 Belt Seats or approved equal
- 1-#550-9011 Burke T-Swing with 2 Infant/Tot Bucket Seats or approved equal
- 1-3550-0201 Burke ZipVenture Zip Line or approved equal w/ 75' run
- 1-#560-0520 Burke RopeVenture Vertex or approved equal

Terms and Conditions

- The City is exempt from all taxes. Do not include tax in your bid proposal.
- The City of Sheboygan reserves the right to reject any bid, cancel this solicitation, waive any informality associated with the bid process and award the bid deemed to be in the best interest of the City.
- All bids must remain in force for no less than 30 days following the bid date.
- Bids received after the due date and time cannot be accepted.
- The City reserves the right to award the bid to the bidder who best demonstrates the ability to provide the best equipment in the most cost-effective manner.

QUESTIONS:

PLEASE SUBMIT ALL Questions TO: BERNARD.RAMMER@SHEBOYGANWI.GOV

CITY OF SHEBOYGAN
REQUEST FOR BIDS # 2060-24
OPTIMIST PARK PLAYGROUND EQUIPMENT

BASE BID

We propose to furnish the following equipment to the City of Sheboygan, colors to be chosen from the Manufacturers Standard colors including basic layouts, all equipment as listed and installation instructions *FOB Sheboygan WI, 53081* with off-load by the City and all site preparation, installation and site finish work provided by City personnel.

Manufacturer	Model	Price
Total Base Bid		

ALTERNATE BID #1

At the sole option of the City, we will provide personnel to off-load the equipment at the site as well as full and complete installation of the equipment by our crews including removal and disposal of shipping packaging with site prep and site finish landscaping to be provided by City personnel.

For this service please add: \$ _____ to the Base Bid above.

ALTERNATE BID # 2

At the sole option of the City, we will provide a representative at the site to supervise/oversee erection and installation of the equipment with the actual work to be performed by City personnel to assure that all equipment is installed in accordance with Manufacturer specifications. The City will be responsible for unpacking, installation and removal of all packaging materials from the site under the oversight of the representative.

For this service please add: \$ _____ to the Base Bid above.

Company Name _____

Address _____ City _____ State _____ Zip _____

Phone _____ Email _____

Signed _____ Date _____

**CONTRACTOR'S INSURANCE WITH BOND AND PROPERTY INSURANCE
REQUIREMENTS**

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

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

1. COMMERCIAL GENERAL LIABILITY COVERAGE

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

- | | | |
|----|--|-------------|
| 1. | Each Occurrence limit | \$1,000,000 |
| 2. | Personal and Advertising Injury limit | \$1,000,000 |
| 3. | General aggregate limit (other than Products–Completed Operations) per project | \$2,000,000 |
| 4. | Products–Completed Operations aggregate | \$2,000,000 |
| 5. | Fire Damage limit — any one fire | \$50,000 |
| 6. | Medical Expense limit — any one person | \$5,000 |
| 7. | Watercraft Liability, (Protection & Indemnity coverage) ”if” the project work includes the use of, or operation of any watercraft, then Watercraft Liability insurance must be in force with a limit of \$1,000,000 per occurrence for Bodily Injury and Property Damage. | |
| 8. | Products – Completed Operations coverage must be carried for a minimum of three years after acceptance of completed work. | |

2. BUSINESS AUTOMOBILE COVERAGE

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

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

- A. Must carry coverage for Statutory Workers Compensation and an Employers Liability with limits of:
- (1) \$100,000 Each Accident
 - (2) \$500,000 Disease Policy Limit
 - (3) \$100,000 Disease – Each Employee
- B. Employer’s Liability limits must be sufficient to meet umbrella liability insurance Requirements

4. **UMBRELLA LIABILITY** providing coverage at least as broad as all the underlying liability policies with a minimum limit of \$2,000,000 each occurrence and \$2,000,000 aggregate, and a maximum self-insured retention of \$25,000. The umbrella must be primary and non-contributory to any insurance or self-insurance carried by City of Sheboygan Products – Completed Operations coverage must be carried for a minimum of three years after acceptance of completed work.
5. **AIRCRAFT LIABILITY**, if the project work includes the use of, or operation of any aircraft or helicopter, then Aircraft Liability insurance must be in force with a limit of \$5,000,000 per occurrence for Bodily Injury and Property Damage including Passenger liability and including liability for any slung cargo.
6. **UNMANNED AIRCRAFT LIABILITY** – if the project work includes the use of, or operation of any unmanned aircraft then unmanned aircraft liability insurance must be carried with a limit of \$1,000,000 per occurrence for bodily injury liability, property damage liability and invasion of privacy liability.
7. **PROPERTY INSURANCE COVERAGE (BUILDERS RISK INSURANCE)** to be provided by the contractor, if the exposure exists.
 - A. The “property” insurance amount must be at least equal to the total value of the structure(s), plus or minus any change orders. It must also include value of Engineering or Architect fees, claims preparation costs, and owner furnished equipment.
 - B. Covered property must include property on the project work sites, property in transit, property stored off the project work sites, and any equipment furnished by City of Sheboygan.
 - C. Coverage must be on a **Replacement Cost basis**, with no co-insurance penalties.
 - D. The City of Sheboygan, Consultants, architects, architect consultants, engineers, engineer consultants, contractors, and subcontractors must be added as named insureds to the policy.
 - E. Coverage must be written on a “special form” or “all risk” perils basis. Coverage to include collapse.
 - F. Coverage must include coverage for Water Damage (including but not limited to flood, surface water, hydrostatic pressure) and Earth movement.
 - G. Coverage must be included for Testing and Start up.
 - H. If the exposure exists, coverage must include Boiler & Machinery including mechanical or electrical breakdown coverage.
 - I. Coverage must include Building Ordinance or Law coverage with a limit of at least 5% of the contract amount.
 - J. The policy must cover/allow Partial Utilization by owner.
 - K. Coverage must include a “waiver of subrogation” against any named insureds or additional insureds.
 - L. Contractor will be responsible for all deductibles and coinsurance penalties.
8. **INSTALLATION FLOATER / CONTRACTOR’S EQUIPMENT** - The contractor is responsible for loss and coverage for these exposures. City of Sheboygan will not assume responsibility for loss, including loss of use, for damage to property, materials, tools, equipment, and items of a similar nature which are being either used in the work being performed by the contractor or its subcontractors or are to be built, installed, or erected by

the contractor or its subcontractors. This includes but not limited to property owned, leased, rented, borrowed, or otherwise in the care, custody or control of the contractor or subcontractor of any tier. See additional requirements for subcontractors below.

9. **PROFESSIONAL LIABILITY COVERAGE**-if project includes the use of engineers, architects, or other professionals the below coverage and limits apply.

- A. Limits
 - (1) \$1,000,000 each claim
 - (2) \$1,000,000 annual aggregate
- B. Must comply with claims-made requirements listed below

10. **BOND REQUIREMENTS**

- A. Bid Bond. The contractor will provide to the owner a Bid Bond, which will accompany the bid for the project. The Bid Bond shall be equal to 5 percent of the contract bid.
- B. Payment and Performance Bond. If awarded the contract, the contractor will provide to the owner a Payment and Performance Bond in the amount of the contract price, covering faithful performance of the contract and payment of obligations arising thereunder, as stipulated in bidding requirements, or specifically required in the contract documents on the date of the contract's execution.
- C. Acceptability of Bonding Company. The Bid, Payment and Performance Bonds shall be placed with a bonding company with an *A.M. Best* rating of no less than A- and a Financial Size Category of no less than Class VI.

INSURANCE REQUIREMENTS FOR ALL SUBCONTRACTOR(S)

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

APPLICABLE REQUIREMENTS AND PROVISIONS FOR LIABILITY INSURANCE OF CONTRACTORS / SUBCONTRACTORS / SUB-SUB CONTRACTORS

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

must also be provided or its equivalent on the Commercial General Liability coverage.

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

Exclusion Search Results 0 Total Results

Filter by:

Keyword (ALL)

"LEE RECREATION, LLC"

Location

Country: USA, City: Cambridge-WI, State / Province: WI

Status

Active

**CITY OF SHEBOYGAN
R. C. 147-24-25**

BY PUBLIC WORKS COMMITTEE.

NOVEMBER 4, 2024.

Your Committee to whom was referred Res. No. 104-24-25 by Alderpersons Dekker and Ramey authorizing the appropriate City officials to enter into contract with Correct Digital Displays, Inc. for the purchase and installation of three electronic scoreboards with wireless controls and accessories for the Wildwood Baseball Complex softball diamonds and authorizing a 2024 budget amendment; recommends adopting the Resolution.

Committee:

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of
Sheboygan

Meredith DeBruin, City Clerk, City of
Sheboygan

**CITY OF SHEBOYGAN
RESOLUTION 104-24-25
BY ALDERPERSONS DEKKER AND RAMEY.**

OCTOBER 21, 2024.

A RESOLUTION authorizing the appropriate City officials to enter into contract with Correct Digital Displays, Inc. for the purchase and installation of three electronic scoreboards with wireless controls and accessories for the Wildwood Baseball Complex softball diamonds and authorizing a 2024 budget amendment.

WHEREAS, the City of Sheboygan Department of Public Works, Parks and Forestry Division is responsible for infrastructure improvements at the Wildwood Baseball Complex and identified a need to upgrade the scoreboards on the three diamonds dedicated to softball; and

WHEREAS, the replacement of the scoreboards was included in the 2024 Capital Improvements Plan and the City of Sheboygan issued a Request for Bids # 2061-24 for the project; and

WHEREAS, two bids were received in response to the Request for Bids. However, upon review staff identified that the low bid failed to meet the necessary specifications related to the scoreboard size; and

WHEREAS, scoreboard size is critical because the new equipment will be mounted to existing sign mountings, and the scoreboards' locations in relation to the bleacher seating further necessitates a larger scoreboard size to maintain readability; and

WHEREAS, a decision was made to utilize American Rescue Plan Act funding to accomplish this purchase and the bid documents that were issued contained all of the necessary language and provisions so as to comply with the grant requirements including the need for a contract to govern the procurement.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are authorized to enter a contract with Correct Digital Displays, Inc. for the purchase and complete installation of three Nevco #1654 scoreboards with wireless controls, including removal and lawful disposal of the existing equipment.

BE IT FURTHER RESOLVED: That the appropriate City officials are authorized to draw funds in the amount of \$35,830.00 from Account No. 202000-641100 (Federal Grants Fund – Improvements Other Than Buildings) for the above purchase utilizing unspent funds from the Wildwood Parking Lot and Kiwanis Park Road ARPA projects and the following 2024 budget amendment:

INCREASE:

Federal Grants Fund – Improvements other than Buildings (Acct. No. 202000-641100)	\$9,842.56
Federal Grants Fund – Federal Grants Other (Acct. No. 202000-433000)	\$9,842.56

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

_____.

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of Sheboygan

Meredith DeBruin, City Clerk, City of Sheboygan

AGREEMENT
BETWEEN THE CITY OF SHEBOYGAN, WISCONSIN AND
CORRECT DIGITAL DISPLAYS OF SANDWICH, IL FOR THE PURCHASE AND
COMPLETE INSTALLATION OF THREE BASEBALL SCOREBOARDS

This Agreement (“Agreement”) is made and entered into effective this ____ day of _____, 2024 (the “Effective Date”), by and between the City of Sheboygan (the “City”), a municipal corporation, and Correct Digital Displays (“Contractor”).

WITNESSETH:

WHEREAS, the City owns the baseball facility known as Wildwood Park in the City of Sheboygan, Sheboygan, WI (the “Park”); and

WHEREAS, the City wishes to have three softball scoreboards replaced with new units with wireless controls; and

WHEREAS, the City issued Request for Bids # 2061-24 to obtain bids from qualified providers of the products and services needed to complete the installation and other related work (“Services”); and

WHEREAS, the City has opened the bids, and determined that the bid from Contractor (“Bid”) is the lowest responsive and responsible bid for the Services; and

WHEREAS, a copy of the Bid is attached to this Agreement as **Exhibit 1**; and

WHEREAS, Contractor desires to provide the City with the necessary Services under the terms set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

Article 1. Scope of Services

The Request for Bids Project is attached to this Contract as **Exhibit 2**. The quantities shown in the Project Manual are based on estimated needs. The City reserves the right to increase or decrease quantities to meet actual needs.

Contractor shall complete the Services necessary to provide and install the boards and equipment on a turnkey basis, to remove and lawfully dispose of the old boards, and to provide end user training on the new equipment in accordance with the Request for Bids. This includes the provision of all necessary labor, equipment, licenses, permits¹, travel expenses, freight, and disposal.

¹ Contractor shall be responsible for obtaining any and all applicable City permits and paying any and all applicable permit fees prior to beginning work. The City does not waive permit fees between departments

Contractor shall provide an itemized material list to the City’s Representative. The City will provide a tax-exempt certificate to Contractor for any approved purchase made by Contractor from vendors related to the Services.

Article 2. Standard of Care

Contractor shall be responsible for completing the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances (“Standard of Care”). The City’s Representative shall be the sole judge of the adequacy of Contractor’s work in meeting the Standard of Care; however, the City’s Representative shall not unreasonably withhold its approval as to the adequacy of Contractor’s performance. Upon notice to Contractor and by mutual agreement between the parties, Contractor will, without additional compensation, correct or replace any and all Services not meeting the Standard of Care.

Contractor shall be solely responsible for all construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under this Agreement.

Article 3. City’s Representative

The City designates Joseph Kerlin, Superintendent of Parks and Forestry as its Representative for purposes of this Agreement. If the City’s Representative deems it appropriate, the City’s Representatives may consult with other City employees, delegate the responsibility to another employee under his charge or may retain an appropriate outside expert to assist with the management of this Project.

Article 4. Compensation

The City shall pay Contractor for the Services an amount not to exceed \$35,830.00

For avoidance of doubt, this amount shall cover all equipment and accessories, freight, labor, travel, disposal of old equipment and training necessary for a complete turnkey installation of three new baseball scoreboards as proposed in the Contractor’s response to the Request for Bids.

Invoices shall be sent via first class mail postage prepaid. Payment will be remitted to Contractor within forty-five (45) days of invoice receipt. Contractor shall submit an invoice to the City on a monthly basis, which shall be based on the percentage of the Services described in Article 1 completed. The invoice shall be sent to:

City of Sheboygan
Municipal Service Building
2026 New Jersey Avenue
Sheboygan WI 53081

Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the City or its Representative prior to such work being performed, or expenses incurred. The City shall not make payment for any unauthorized work or expenses. The City may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following:

- Defective work.
- Evidence indicating the probable filing of claims by other parties against Contractor which may adversely affect the City.
- Failure of Contractor to make payments due to subcontractors, material suppliers, or employees.
- Damage to the City or a third party.

The submission of any request for payment shall be deemed a waiver and release by Contractor of all liens and claims with respect to the work and period to which such payment request pertains except as specifically reserved and noted on such request.

Partial payment made under this Agreement is not evidence of the proper performance by Contractor either in whole or in part, and no payment made by the City shall be construed to be an acceptance of defective or improper work. Acceptance of the work by the City shall occur only upon Final Payment by the City which will occur after Final Acceptance. The Parties recognize that more than 45 days may elapse between the submission of the last invoice and Final Acceptance or Final Payment. The City agrees to make reasonable efforts to schedule its Final Inspection in a timely manner and to process the Final Payment in a timely manner upon Final Acceptance. (For the avoidance of doubt, the warranties and guarantees in this Agreement shall continue to apply even after Final Payment by the City.)

Article 5. Appropriation of Funds

Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the City are at any time not forthcoming or are insufficient, through failure of any entity, including the City itself, to appropriate funds or otherwise, then the City shall have the right to terminate this Agreement without penalty. The City agrees that it will make its best effort to obtain sufficient funds for the Agreement to meet its obligations hereunder in full.

Article 6. Performance and Payment Bond

Not Required

Article 7. Schedule

Contractor shall commence work after receiving a Notice to Proceed from the City's Representative. At that point, Contractor shall commence work promptly, and shall continue the prosecution of the Services as quickly as is practicable until the Services are completed.

Contractor shall complete the services by April 1, 2025, or within such extra time as may have been allowed by a mutually agreed extension (the "Deadline"). The City's Representative shall have the authority to consent to a Deadline extension on the City's behalf.

Failure of the Contractor to adhere to the schedule as specified or to promptly replace rejected materials shall render the Contractor liable for all costs in excess of the contract price when alternate procurement is necessary. Excess costs shall include the administrative costs and other costs attributable to the delay.

Article 8. Liquidated Damages

In the event that Contractor does not complete the Services by the Deadline, there shall be deducted from any monies due or that may become due to Contractor, for each and every calendar day that the work remains uncompleted, a sum of One Hundred and 00/100 Dollars (\$100.00) per calendar day. This sum shall be considered and treated not as a penalty but as fixed, agreed, and liquidated damages due the City from Contractor by reason of inconvenience to the public, added cost of supervision, and other items which have caused an expenditure of public funds resulting from his failure to complete the work.

Permitting Contractor to continue and finish the work or any part of same after the time fixed for its completion, or after the date to which the time for completion may have been extended, shall in no way be construed as a waiver on the part of the City of any of its rights under this Agreement.

Article 9. Workmanship and Quality of Materials

Contractor's Warranty for the Services is set forth in the Project Manual.

All material shall be new, newest model year, and free from defects. Items that are used, demonstrators, obsolete, seconds, or which have been discontinued are unacceptable without prior written approval of the City's Representative.

Whenever, in any document, an article, material, or equipment is defined by describing a proprietary product, or by using the name of a manufacturer or vendor, the term "or equal" or the term "the equivalent" if not inserted, shall be implied, and it is done for the express purpose of establishing a basis of durability and efficiency and not for the purpose of limiting competition. Whenever material or equipment is submitted for approval as being equal to that specified, the submittal shall include sufficient information and data to demonstrate that the material or equipment conforms to all contractual requirements. The decision as to whether or not such material or equipment is equal to that specified shall be made by the City's Representative. The approval by the City's Representative of alternate material or equipment as being equivalent to that specified shall not in any way relieve Contractor of responsibility for failure of the material or equipment due to faulty design, material, or workmanship, to perform the function required by the contract documents. The City's Representative shall be the sole and final judge of equivalency.

Article 10. Safety Requirements

All materials, equipment, and supplies provided to the City must fully comply with all safety requirements set forth under state and federal law, including all applicable OSHA Standards.

Contractor shall be responsible for the safety of its employees at all times and shall provide all equipment necessary to ensure their safety. Contractor shall ensure the enforcement of all applicable safety rules, regulations, ordinances and laws, whether federal, state, or local.

Contractor's Superintendent of Safety shall make daily inspections upon the arrival to and departure from the site at the close of each workday.

Article 11. Access to Records and Construction Site

Contractor will retain, and will require its approved subcontractors to retain, complete and readily accessible records related in whole or in part to this Agreement, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.

Contractor will comply with the record retention requirements in 2 C.F.R. § 200.333. Contractor shall maintain all books, records, accounts, and reports required under this Agreement for a period of not less than seven (7) years after receipt of Final Payment under the Agreement, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case records shall be maintained until the disposition of all such litigation, appeals, claims, or exceptions related thereto.

Contractor shall provide sufficient access to the U.S. Comptroller General, the City, and the contractors of those entities to inspect and audit records and information related to performance of this Agreement as reasonably may be required.

Contractor shall permit the U.S. Comptroller General, the City, and the contractors of those entities access to the sites of performance under this Agreement as reasonably may be required.

Both parties understand that the City is bound by the Wisconsin Public Records Law and, as such, this contract is subject to that law. Contractor acknowledges that it is obligated to assist the City in retaining and producing records related to the contract, and that the failure to do so shall constitute a material breach of the contract, and that Contractor must defend and hold the City harmless from liability under that law.

Article 12. Termination

The City may terminate or suspend performance of this Agreement at the City's prerogative at any time upon written notice to Contractor. The City's Representative shall have the authority to provide this written notice. Contractor shall terminate or suspend performance of the Services on a schedule acceptable to the City and the City shall pay Contractor for all the Services performed up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to Contractor's compensation and the schedule of services.

If Contractor defaults or fails to fulfill in a timely and proper manner its obligations pursuant to this Agreement, the City may, ten (10) days after written notice has been delivered to Contractor, and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due to Contractor. In the alternative the City may, at its option, terminate this Agreement and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by Contractor, and may finish the project by whatever method it may deem expedient. In case the expenses incurred by the City (including payments previously made to Contractor) shall be less than the sum which would have been payable under the Agreement if it had been completed by Contractor, Contractor shall be entitled to receive the difference. However, in case such expense shall exceed the sum which would have been payable under the Agreement, Contractor will be liable and shall pay to the City the amount of

said excess. By taking over prosecution of the work, the City does not forfeit the right to recover damages from Contractor or its surety for failure to complete the work in the time specified.

For the avoidance of doubt, the specific remedies identified in this Article 12 are not exclusive. In other words, the City may pursue any remedy in law or equity in the event that Contractor defaults under this Agreement.

Article 13. Default

If Contractor breaches this Agreement or fails to perform the work in an acceptable manner, it shall be considered in default. Any one or more of the following will be considered a default:

- Failure to begin the work under this Agreement within the time specified.
- Failure to perform the work with sufficient supervision, workers, equipment and materials to ensure prompt completion of said work within the time limits allowed.
- Unsuitable performance of the work as determined by City.
- Neglecting or refusing to remove defective materials or failure to perform anew such work as has been rejected.
- Discontinuing the prosecution of the work or any part of it.
- Inability to finance the work adequately.
- If, for any other reason, Contractor breaches this Agreement or fails to carry on the work in an acceptable manner.

The City shall send Contractor a written notice of default. If Contractor, within a period of ten (10) days after such notice, fails to remedy the default, then the City shall have full power and authority, without violation of the Agreement, to take the prosecution of the work out of the hands of Contractor, as set forth in this Agreement.

Article 14. Identity of Contractor

Contractor acknowledges that one of the primary reasons for its selection by the City to perform the Services is the qualifications and experience of Contractor. Contractor thus agrees that the Services to be performed pursuant to this Agreement shall be performed by Contractor. Contractor shall not subcontract any part of the Services without the prior written permission of the City. The City's Representative shall have the ability to provide this written permission. The City reserves the right to reject any of the Contractor's personnel or proposed outside professional sub-consultants, and the City reserves the right to request that acceptable replacement personnel be assigned to the project.

Article 15. Independent Contractor Status

During the entire term of this Agreement, Contractor shall be an independent contractor, and in no event shall any of its personnel, agents or sub-contractors be construed to be, or represent themselves to be, employees of the City. Contractor shall be solely responsible for the payment and reporting of all employee and employer taxes, including social security, unemployment, and any other federal, state, or local taxes required to be withheld from employees or payable on behalf of its employees.

Article 16. Indemnification

Contractor is responsible to the City for the acts and omissions of its employees, subcontractors, and any other persons performing any of the work under a contract with Contractor.

As such, to the extent permitted by law, Contractor shall defend and hold the City—including its Officials, Agents, and Employees—harmless from all liability, including, but not limited to, losses, damages, costs, attorney’s fees, expenses, causes of action, claims, or judgments resulting from claimed injury, death, damage to property, or loss of use of property or any person or legal entity arising out of or in any way connected with the performance of work or work to be performed under this Agreement.

Contractor shall reimburse the City for any costs, expenses, judgments, and attorney’s fees paid or incurred, by or on behalf of the City, its Officials, Agents, or Employees, or paid for on behalf of the City, its Officials, Agents, or Employees by insurance purchased or self-insurance provided by the City.

For the avoidance of doubt, Contractor shall further hold the City, its Officials, Agents, and Employees harmless from liability or claims for any injuries to or death of Contractor’s employees (or the employees of any authorized subcontractor) arising out of or in any way connected with the work or work to be performed under this Agreement, including protection against any claim of the contractor or subcontractor for any payments under any worker’s compensation law or any expenses of or any payments made by any worker’s compensation insurance carrier on behalf of said contractor or sub-contractor, and the contractor shall hold the City harmless from any costs, expenses, judgments, and attorney’s fees with respect to any above referenced workers’ compensation claims incurred or paid by the City or paid on its behalf or on behalf of its Officials, Agents, or Employees by insurance purchased or self-insurance provided by the City.

Article 17. Insurance

Contractor shall not commence work under this Agreement until it has obtained all insurance required under this Article. Additionally, Contractor shall not allow any approved subcontractor to commence work on its subcontract until the subcontractor has obtained all insurance required under this Article.

During the performance of any and all Services under this Agreement, Contractor shall maintain the following insurance in full force and effect, and shall provide proof of insurance to the City’s Representative listing the City of Sheboygan as an additional insured:

Please Refer to Contract **Exhibit # 3** for specific insurance Information

Approval of the insurance by the City shall not relieve or decrease the extent to which Contractor may be held responsible for payment of damages resulting from Contractor’s provision of the Services or its operations under this Agreement. If Contractor fails or refuses to procure or maintain the insurance required by these provisions, or fails or refuses to furnish the City the required proof that the insurance has been procured and is in force and paid for, the City shall have the right at its election to terminate the Agreement.

Article 18. Conflict of Interest

Contractor declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performance of Services under this Agreement. Contractor agrees that no person having any such interest shall be employed in the performance of this Agreement.

Article 19. Waiver

No failure of either party to enforce a term of this Agreement against the other shall be construed as a waiver of that term, nor shall it in any way affect the party's right to enforce that term. No waiver by any party of any term of this Agreement shall be considered to be a waiver of any other term or breach thereof.

Article 20. Severability

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did not contain the particular provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

Article 21. Assignment

Neither the City nor Contractor shall assign any rights or duties under this Agreement without the prior written consent of the other party.

Article 22. Third Party Rights

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and Contractor.

Article 23. Governing Law and Venue

This Agreement shall be governed by the laws of the State of Wisconsin. Venue of any disputes arising under this Agreement shall be in the Sheboygan County Circuit Court, Wisconsin.

Article 24. Non-Discrimination and Equal Opportunity

In connection with the performance of work under this Agreement, Contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, disability, developmental disability (as defined in Wis. Stat. 51.01(5)), sexual orientation (as defined in Wis. Stat. 111.32(13m)), gender identity, or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

Contractor further agrees to take affirmative action to ensure equal employment opportunities, including complying with all applicable equal employment opportunity requirements of U.S. Department of Labor regulations, "Office of Federal Contract Compliance Programs, Equal

Employment Opportunity, Department of Labor,” 41 C.F.R. chapter 60, and Executive Order No. 11246, “Equal Employment Opportunity in Federal Employment,” September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

Article 25. Compliance with Laws

In performing the Services under this Agreement, Contractor shall comply with any and all applicable federal, state and local statutes, ordinances, plans, and regulations.

The City reserves the right to cancel this Agreement if Contractor fails to follow the requirements of Wis. Stat. 77.66 and related statutes regarding certification for collection of sales and use tax. The City also reserves the right to cancel this Agreement with any state or federally debarred contractor.

Contractor shall have any and all licenses and permits required to perform the work specified, and shall furnish proof of such licensing authorization and permits upon request.

Article 26. Notices

Any notice required by this Agreement shall be made in writing to the individuals/addresses specified below:

City:

Contractor:

City Clerk	Correct Digital Displays
City of Sheboygan	700 West Center Street
828 Center Ave.	Sandwich, IL 60548
Sheboygan, Wisconsin 53083	

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the City and Contractor.

Article 27. Intent to be Bound

The City and Contractor each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners to the other party to this Agreement, and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.

Article 28. Force Majeure

Neither party shall be in default by reason of any failure in performance of this Agreement in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather. In every case, the failure to perform must be beyond the reasonable control and without the fault or negligence of the party.

Article 29. Integration and Modification

This Agreement may be modified only by a written amendment signed by both parties hereto.

This Agreement consists of the following parts, each of which is as fully a part of this Agreement as if fully set out herein:

1. This Agreement and its Exhibits
2. Any Written Amendment to the Agreement which may be delivered or issued after the Effective Date of the Agreement (including Change Orders)
3. The Request for Bids (including all attachments)
4. All Addenda to the Request for Bids
5. All Other Submittals by Contractor
6. The Performance and Payment Bonds

(collectively “the Contract”).

This Contract is the entire and integrated agreement between the City and Contractor regarding the subject matter of this Contract. It supersedes all prior and contemporaneous communications, representations and agreements that are not part of this Contract.

In resolving conflicts, errors, discrepancies and disputes concerning the Scope of Work to be performed by Contractor, the document expressing the greater quantity, quality, or other scope of work in question, or imposing the greater obligation upon Contractor and affording the greater right or remedy to the City shall govern. Otherwise, the documents shall be given precedence in the order set forth above.

Article 30. Non-Collusion

Contractor is certifying, under penalty of perjury, that to the best of its knowledge and belief:

1. The prices in its bid were arrived at independently, without collusion, consultation, communication, or agreement for the purpose of restricting competition as to any other matter relating to such prices with any other bidder, or with any other competitor.
2. The prices quoted in its bid were not knowingly disclosed—directly or indirectly—by the bidder prior to bid opening.
3. No attempt was made to induce any other person, partnership, or corporation to submit or not submit a bid for the purpose of restricting competition.

Article 32. Other Provisions

1. Material Safety Data Sheet. If any item(s) on an order(s) resulting from this Agreement is a hazardous chemical, as defined under 29 C.F.R. 1910.1200, Contractor shall provide one (1) copy of a Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy with the invoice(s).

2. Advertising and News Releases. Reference to or use of the City, or any of its departments, officials, or employees, for commercial promotion is prohibited. News releases pertaining to this procurement shall not be made without prior approval of the City's Representative. Release of broadcast e-mails pertaining to this procurement shall not be made without prior written authorization of the City's Representative.
3. Foreign Corporation. A foreign corporation (any corporation other than a Wisconsin corporation) which becomes a party to this Agreement is required to conform to all the requirements of Wis. Stat. 180 relating to a foreign corporation, and must possess a certificate of authority from the Wisconsin Department of Financial Institutions, unless the corporation is transacting business in interstate commerce or is otherwise exempt from the requirement of obtaining a certificate of authority.
4. Authority. Each person executing this Agreement on behalf of a party hereto represents and warrants to the other party: That the execution and delivery of this Agreement has been duly authorized, that the person or persons executing this Agreement have the full power, authority, and right to do so, and that such execution is sufficient and legally binding on such party to enable this Agreement to be enforceable in accordance with its terms.
5. Definitions.
 - a. Final Acceptance: The event that occurs when Contractor issues to the City or the City issues to Contractor a written statement that Contractor has completed all Punch List items, has made all necessary submittals to the City, and has satisfied all of its obligations under the Agreement.
 - b. Final Inspection: The inspection conducted by the City to determine what work must still be completed by Contractor in order for Completion of the Services to occur. After the Final Inspection, the City shall provide Contractor with a Punch List that Contractor must complete in order for Completion of the Services to occur.
 - c. Final Payment: Payment by the City to Contractor after Completion of the Services the result of which is Contractor receiving all payments due under the terms of the Agreement for performing and completing the Services.
6. Eligibility: Please see Contract **Exhibit # 4** as certification for Federal Eligibility

Article 33 Federal Provisions

CITY OF SHEBOYGAN

TERMS AND CONDITIONS FOR ALL CONTRACTS FUNDED WITH FEDERAL GRANTS SUBJECT TO THE UNIFORM GUIDANCE

In the event of a conflict between the below terms and conditions and the terms of the main body of the Contract or any exhibit or appendix, these federally required contract terms shall govern.

1. Amendment Permitted. This list of Federally Required Contract terms may be amended by CITY in the event that the applicable federal grant providing funding for this Contract contains additional required terms.
2. Debarment and Suspension. Contractor represents and warrants that, as of the execution of this Contract, neither Contractor nor any subcontractor or sub-consultant performing work under this Contract (at any tier) is included on the federally debarred bidder's list listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." If at any point during Contract's term Contractor or any subcontractor or sub-consultant performing work at any tier is included on the federally debarred bidder's list, Contractor shall notify CITY immediately. Contractor's completed Vendor Debarment Certification is attached hereto and incorporated herein.
3. Record Retention. Contractor certifies that it will comply with the record retention requirements detailed in 2 CFR 5 200.333. Contractor further certifies that it will retain all records as required by 2 CFR 5 200.333 for a period of five (5) years after it receives CITY notice that CITY has submitted final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed. Unless Contractor is functioning as a sub-recipient of grant funding, rather than as a contractor, this requirement is in addition to, and not in place of, CITY's public records retention requirements set forth elsewhere herein. In the event of conflict between local and federal retention periods, the longer retention requirement shall control.
4. Procurement of Recovered Materials (Applies Only if the Work Involves the use of Materials). Pursuant to 2 CFR 5200.323, Contractor represents and warrants that in its performance under the Contract, Contractor shall comply with section 6002 of the Solid Waste Disposal Act, as

amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

5. Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C.

1251-1387), as Amended. If this is a contract or sub-grant in excess of \$150,000, Contractor must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations must be reported to the CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

6. Energy Efficiency. Contractor certifies that it will comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

7. Anti-Lobbying Restrictions (31 U.S.C. 1352). Contractor certifies that:

7.1. No federal appropriated funds have been paid or will be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal Loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of and Federal contract, grant, loan, or cooperative agreement.

7.2. If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, Contractor shall request from CITY and provide, completed, to CITY the "Disclosure Form to Report Lobbying," in accordance with its instructions as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96).

7.3. Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts

under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

7.4. Contractor's completed Anti-Lobbying Certification is attached hereto and incorporated herein.

8. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) (Applies Only to Funding Over \$100,000, When Laborers or Mechanics are Used). Contractor must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, Contractor must compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

9. Right to Inventions Made Under a Contract or Agreement. Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any applicable implementing regulations.

10. Federal Government is Not a Party. The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to CITY, Contractor, or any other party pertaining to any matter resulting from the Contract.

11. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). If this is a "prime construction contract," in its performance under the Contract, Contractor shall comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Contractor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractor is required to pay wages not less than once a week.

12. Copeland "Anti-Kickback" Act (40 U.S.C. 3145). If this is a "prime construction contract" in excess of \$2,000, Contractor shall, in its performance of the contract, comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29

CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

13. Equal Employment Opportunity. Contractor shall comply with Executive Order 11246, "Equal Employment Opportunity," as amended by EO 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

14. Termination for Convenience. If this Contract is for an amount in excess of \$10,000 and it lacks a termination for convenience clause, the following applies: CITY may terminate this Contract at any time for any reason by giving at least thirty (30) days' notice in writing from CITY to Contractor. If Contractor is terminated for convenience by CITY, Contractor will be paid for services actually performed or commodity actually provided.

15. Termination for Cause. If this Contract is for an amount in excess of \$10,000 and it lacks a termination for cause clause, the following applies: If Contractor shall fail to fulfill in timely and proper manner any of its obligations or violate any of the provisions of this Contract; CITY shall have the right to terminate this Contract. CITY shall notify Contractor of its intent to terminate, by giving Contractor prior written notice at least five (5) business days before the effective date of the termination, identifying the alleged deficiencies in Contractor's performance, and shall give Contractor thirty (30) days to cure such deficiencies prior to termination. In such event, all deliverables completed by Contractor as of the date of termination shall, at the option of CITY, become property of CITY. Notwithstanding the above, Contractor shall not be relieved of liability to CITY for damages sustained by CITY by virtue of any breach of the Contract, and CITY shall retain its remedies under law.

16. Executive Order 13202- Preservation of Open Competition and Government Neutrality Towards Contractors' Labor Relations on Federal and Federally Funded Construction Contracts. These requirements apply to recipients and sub-recipients of awards and cooperative agreements and to any manager of a construction project acting on their behalf. These individuals or employees of one of these organizations must ensure that the bid specifications, project agreements, and other controlling documents do not: (a) require or prohibit bidders, offerors, contractors, or subcontractors to enter into or adhere to agreements with one or more labor organizations, on the same or other related construction project(s); or (b) otherwise discriminate against bidders, offerors, contractors, or subcontractors for becoming or refusing to become or remain signatories, or otherwise to adhere to agreements with one or more labor organizations, on the same or other related construction project(s). Contractors or subcontractors are not prohibited from voluntarily entering into agreements with one or more labor organizations.

17. Domestic Preferences for Procurements. Pursuant to 2 CFR 5200.322, as appropriate, and to the extent consistent with law, Contractor should, to the greatest extent practicable under this Contract, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontracts and purchase orders for work or products under this Contract.

18. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. Contractor shall not use funds under this Contract to purchase, or enter into subcontracts to purchase, any equipment, services, or systems that use telecommunications equipment or services as a substantial or essential component of a system that is subject to 2 CFR 5 200.216 (generally, video surveillance or telecommunications equipment produced by Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company, their subsidiaries or affiliates, or any entity that the Secretary of Defense reasonably believes to be an entity owned or controlled by the government of a foreign country). In the event Contractor identifies covered telecommunications equipment or services that constitute a substantial or essential component of any system, or as critical technology as part of any system that is subject to 2 CFR 5 200.216, during Contract performance, Contractor shall alert CITY as soon as possible and shall provide information on any measures taken to prevent recurrence.

19. Prohibitions on Discrimination. Contractor agrees to comply with the following as applicable:

19.1. Title VI of the Civil Rights Act of 1964 (42 U.S.C 55 2000d et seq.) and Treasury's implementing regulations at 31C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance.

19.2. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C.55 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability.

19.3. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 5 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.

19.4. The Age Discrimination Act of 1975, as amended (42 U.S.C. 55 6101 et seq.), and Treasury's implementing regulations at 31C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance.

19.5. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. 55 12101 et seq.), which prohibits discrimination on the basis of disability under programs,

activities, and services provided or made available by state or local governments or instrumentalities or agencies thereto.

20. Financial and Program Management As subrecipient of federal funds, Contractor is required to comply with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, other than such provisions as Treasury may determine are inapplicable to this Contract and subject to such exceptions as may be otherwise provided by Treasury.

20.1. Financial Management: Contractor shall maintain records and financial documents sufficient to show compliance with section 603(c) of ARPA, Treasury's regulations implementing that section, and guidance issued by Treasury. Contractor shall grant the Treasury Office of Inspector General and the Government Accountability Office or their authorized representatives, the right of access to these records in order to conduct audits or other investigations. Financial records, supporting documents, statistical records and all other records pertinent to the services purchased pursuant to this Contract shall be retained for a period of five (5) years after all of the CITY's funds have been expended or returned to the Treasury Department, whichever is later.

20.2. Audit Requirements. Contractor agrees to provide all reports requested by the CITY including, but not limited to, financial statements and reports, reports and accounting of services rendered, and any other reports or documents requested. Financial and service reports shall be provided according to a schedule (when applicable) or upon request. Contractors who expend more than \$750,000 in federal awards during their fiscal year will be subject to an audit under the Single Audit Act and its implementing regulation at 2 CFR Part 200, Subpart F.

20.3. Recipient Integrity and Performance Matters. Contractor agrees to provide any information requested by the CITY in order to comply with 2 CFR Appendix XII to Part 200

20.4. SAM.gov Requirements. Contractor is required to comply with 2 CFR Part 25 (System for Award Management ("SAM")) and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information) unless exempted pursuant to 2 CFR 5 25.110.

21. Drug-Free Workplace. Contractor acknowledges that as a subrecipient of federal funds, it is subject to 31 CFR Part 20 (Governmentwide Requirements for Drug-Free Workplace)

22. Relocation Assistance. Where an agreement or project requires the relocation of persons or such person's personal property, Contractor is advised that 42 USC 4601-4655 (Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970) may apply.

23. Local, Small, Minority-Owned and/or Women-Owned Businesses. The federal regulations require that every effort is made to assure that minority firms, women’s business enterprises and labor surplus area firms are used when possible (24 CFR85.36(e)). Affirming steps include:

- A. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- B. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- C. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- D. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; (v) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and
- E. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps to select such firms.

24. Section 3. The federal regulations required that economic opportunities generated by federally assisted projects, be to the greatest extent possible, to low-and very low-income persons, particularly those who are recipients of government assistance for housing (24 CFR 570.607(b)).

25. Build America, Buy America (BABA) Act Requirements. The Build America, Buy America (BABA) Act, 41 USC § 8301 note, was enacted in the Infrastructure Investment and Jobs Act on November 15, 2021. The BABA Act requires that products purchased in connection with infrastructure projects funded by Federal financial assistance (FFA) programs must be produced in the United States (U.S.). This requirement is known as the “Buy America Preference (BAP)” (or “domestic procurement requirement”). The purpose of the BABA Act is to stimulate private sector investments in American manufacturing, bolster critical American supply chains, and support the creation of jobs so that America’s workers and firms can compete and lead globally.

The prime contractor and all subcontractors (all tiers) must comply with the requirements of the BABA Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, as applicable to the Community Development Block Grant (CDBG) infrastructure project. Pursuant to the U.S. Department of Housing and Urban Development’s (HUD’s) notice, “Public Interest Phased Implementation Waiver for FY2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance” ([88 FR 17001](#)), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

All iron and steel materials purchased for a CDBG infrastructure project must be produced in the U.S. unless the project or purchase qualifies for a waiver or exemption. The contractor must maintain records that verify compliance with the BAP requirement for iron and steel materials and provide

them to the CDBG Grantee/unit of general local government (UGLG), State of Wisconsin Department of Administration Division of Energy, Housing and Community Resources (DOA-DEHCR), HUD, and/or other regulating entities upon request. Infrastructure projects awarded CDBG funds from DOA-DEHCR in or after 2023 are subject the BAP requirements for iron and steel. General waivers and project-specific waiver categories are specified in [88 FR 17001](#). A contractor seeking a project-specific waiver must demonstrate the criteria for one or more of the project-specific waiver categories are met and must contact the CDBG Grantee/UGLG for further guidance. The Grantee/UGLG is to consult with DEHCR. A waiver requires approval by DEHCR and HUD.

Additional information is provided on the HUD BABA website at: https://www.hud.gov/program_offices/general_counsel/baba.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first written above.

CITY OF SHEBOYGAN, WISCONSIN

CONTRACTOR

BY: _____
Ryan Sorenson , Mayor

BY: _____

ATTEST: _____
Meredith DeBruin, City Clerk

ATTEST: _____

DATE: _____

DATE: _____

REQUEST FOR BIDS
CITY OF SHEBOYGAN



PURCHASE AND INSTALLATION OF (3)
BASEBALL SCOREBOARDS AND
CONTROLS

This Project is being funded through a grant From the United States Government utilizing funds provided through the American Rescue Plan Act-State and Local Fiscal Recovery Fund (ARPA-SLFRF) adopted in March of 2021

To be published in The Sheboygan Press on Friday September 6, 2024 and Friday September 13, 2024

CITY OF SHEBOYGAN
REQUEST FOR BIDS
PURCHASE AND INSTALLATION OF (3) BASEBALL
SCOREBOARDS AND CONTROLS

The City of Sheboygan is soliciting bids for furnishing and installation of (3) Baseball/Softball Scoreboards with controls to replace current equipment at Wildwood Athletic Complex in Sheboygan, WI. The project will be completed on a turnkey basis and include user training on the new equipment.

This project is being funded through ARPA-SLFRF (The American Rescue Plan Act-State and Local Fiscal Recovery Fund).

In order to be considered, Bids, on forms included with the bid documents must be received no later than 1:00 PM on Tuesday September 24, 2024

The awarded bidder will be required to furnish the City of Sheboygan with a Certificate of Insurance naming the City of Sheboygan as additionally insured, Details are in the bid documents.

Interested parties may obtain specifications and bidding documents by contacting the purchasing agent at (920) 459-3469 or via email Bernard.rammer@sheboyganwi.gov

Attention of bidders is also called to the fact that the successful bidder must insure that employees and applicants for employment are not discriminated against because of race, color, sex, religion or national origin. Federal requirements for equal opportunity (Executive Order 11246, Segregated Facilities section 3 and section 109 and the conditions of employment and wage rates to be paid under the contract.

All proposals received become the property of The City of Sheboygan and must remain in effect not less than sixty (60) days beyond the proposal submission deadline. Proposals submitted may be withdrawn up and until the proposal deadline.

This project is being funded through the American Rescue Plan Act-State and Local Fiscal Recovery Fund (ARPA-SLRSF)

The City of Sheboygan reserves the right to reject any proposals received, cancel this solicitation, waive any informality associated with the proposal process and award the contract deemed to be in the best interest of the City.

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1 NOTICE TO PROPOSERS

1.1 Summary

The City of Sheboygan owns a Softball complex known as Wildwood Athletic Park. The complex includes three softball diamonds on the south side of New Jersey Avenue and a Hardball Diamond to the North of New Jersey Avenue. which is home of The Sheboygan A's.

The three Softball Diamonds currently have electric scoreboards that need replacement and the City of Sheboygan is seeking bids to accomplish that goal,

Management of the parks including baseball operations, concessions, scheduling of games and turf maintenance is handled on a contract basis with the two organizations. Maintenance of the park infrastructure is the responsibility of the City under the agreements with the two organizations.

The City of Sheboygan ("City") is soliciting Bids from qualified vendors for the purchase and complete installation of three new electric scoreboards with associated controls to replace the current boards which have exceeded their projected useful life-span. The desired scoreboards will be replaced on a one-for one basis with units of a similar size but will have updated control systems as well as feature LED lighting. Vendors submitting Bids ("Bidders") are required to read this Request for Bids ("RFB") in its entirety and follow the instructions contained herein.

1.2 Important Dates

Deliver Proposals no later than the due time and date indicated below. The City will reject late Proposals:

- Issue Date: September 4, 2024
- Questions Due: September 18,2024
- Proposals Due: 1:00 pm on September 24, 2024

1.3 Format

Submit Proposals in pdf format via electronic mail to: Bernard.rammer@sheboyganwi.gov

1.4 Labeling

All proposals must be clearly labeled in the subject Line:
Request for Bids for the Purchase and Install of (3) Baseball Scoreboards and Controls

1.5 Appendix A: Standard Terms & Conditions

Proposers are responsible for reviewing this attachment prior to submission of their Proposals. County of Sheboygan Standard Terms and Conditions are the minimum requirements for the submission of Proposals.

Appendix B: Federal Terms and Conditions

Proposers are responsible for reviewing this attachment prior submission of their Proposals. Federal Terms and Conditions are the minimum requirements for the submission of Proposals.

Should there be a conflict between local Terms and Conditions and Federal Terms and Conditions

The Federal Terms and Conditions shall prevail.

1.6 Multiple Bids

Multiple Bids (Alternates) from Proposers are permitted; however, each must fully conform to the requirements for submission. Proposers must sequentially label (e.g., Bid # 1, Bid #2) and separately submit each Proposal. Proposers may submit alternate pricing schemes without having to submit multiple Proposals.

1.7 City of Sheboygan Contact Information

The City of Sheboygan Purchasing Agent:
 Bernard Rammer
 828 Center Avenue
 Sheboygan WI 53081
 (920)459-3469
 Bernard.rammer@sheboyganwi.gov

1.8 Inquiries, Clarifications, and Exceptions

Proposers are to raise any questions they have about the Bid document without delay. Direct all questions, *in writing*, to the Purchasing Agent via U.S Mail or electronic mail.

Proposers finding any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this document shall immediately notify the Buyer and request clarification. In the event that it is necessary to provide additional clarification or revision to the Bid, the City will send addenda to all bidders of record– see 1.11 below.

Proposals should be as responsive as possible to the provisions stated herein. A prospective vendor may take “exception” to bid terms, conditions, specifications and dates stated within the bid package, however, the City of Sheboygan reserves the right to disqualify any and all bids submitted which include exceptions, if deemed not in the City’s best interests.

1.8.1 Addenda

In the event that it is necessary to provide additional clarification or revision to the Bid, the City will issue addenda to **all** bidders of record. It is the Proposers responsibility to **register their Email** address with the Purchasing Agent (Bernard.rammer@sheboyganwi.gov) in order to receive the addenda. Proposers must acknowledge the receipt of any addenda on Form B. Failure to register or retrieve addenda and include their provisions may result in disqualification. Addenda to be distributed will include any questions received and answers to same.

1.9 Acceptance/Rejection of Proposals

The City reserves the right to accept or reject any or all proposals submitted, in whole or in part, and to waive any informalities or technicalities, which at the City’s discretion is determined to be in the best interests of the City. Further, the City makes no representations that a contract will be awarded to any proposer responding to this request. The City expressly reserves the right to reject any and all

proposals responding to this invitation without indicating any reasons for such rejection(s).

The City reserves the right to postpone due dates and openings for its own convenience and to withdraw this solicitation at any time without prior notice.

1.9.1 Withdrawal or Revision of Proposals

Proposers may, without prejudice, withdraw Proposals submitted prior to the date and time specified for receipt of Proposals by requesting such withdrawal before the due time and date of the submission of Proposals. After the due date of submission of Proposals, no Proposals may be withdrawn for a period of 90 days or as otherwise specified or provided by law. Proposers may modify their Proposals at any time prior to opening of Proposals.

1.92 Non-Material and Material Variances

The City reserves the right to waive or permit cure of nonmaterial variances in the offer if, in the judgment of the City, it is in the City’s best interest to do so. The determination of materiality is in the sole discretion of the City.

1.93 Public Records

Proposers are hereby notified that all information submitted in response to this RFP may be made available for public inspection according to the Public Records Law of the State of Wisconsin or other applicable public record laws. Information qualifying as a “trade secret” as defined in State of Wisconsin Statutes and identified as same by the Proposer may be held confidential.

Proposers shall clearly identify all information they deem to be “trade secrets,” as defined in the State of Wisconsin Statutes. Do not duplicate or co-mingle information, deemed confidential and identified, elsewhere in your response.

S. 19.36(5)

(5) TRADE SECRETS. An authority may withhold access to any record or portion of a record containing information qualifying as a trade secret as defined in s. 134.90(1)(c).

s. 134.90(1)(c)

(c) “Trade secret” means information, including a formula, pattern, compilation, program, device, method, technique or process to which all of the following apply:

- 1. The information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use.
- 2. The information is the subject of efforts to maintain its secrecy that are reasonable under the circumstances.

The City cannot ensure that information will not be subject to release if a request is made under applicable public records laws. The City cannot consider the following confidential: a bid in its entirety, price bid information, or the entire contents of any resulting contract. The City will not provide advance notice to Proposers prior to release of any requested record.

To the extent permitted by such laws, it is the intention of the City to withhold the contents of Proposals from public view until such times as competitive or bargaining reasons no longer require non-

disclosure, in the City’s opinion. At that time, all Proposals will be available for review in accordance with such laws.

1.94 Tax Exempt

The City of Sheboygan as a municipality is exempt from payment of federal excise taxes and State of Wisconsin taxes per Wisconsin statute 77.54(9a). Federal Tax ID #39-6005599. A completed Wisconsin Department of Revenue Form S-211 can be furnished.

1.95 Proposers Responsibility

Proposers shall examine this RFB and shall exercise their judgment as to the nature and scope of the work required. No plea of ignorance concerning conditions or difficulties that exist or may hereafter arise in the execution of the work under the resulting contract, as a consequence of failure to make necessary examinations and investigations, shall be accepted as an excuse for any failure or omission on the part of the Proposers to fulfill the requirements of the resulting contract.

2 DESCRIPTION OF PRODUCTS

2.1 Introduction

The City of Sheboygan is accepting proposals from qualified vendors for the provision and complete installation of (3) Baseball Scoreboards and related controls to replace existing equipment on a one for one basis.

2.2 Goals

The goal of this solicitation and any subsequent agreement is to enter into contract with a firm experienced and qualified in the provision and installation of baseball scoring boards. The City wishes to replace the current boards with new units featuring updated controls, efficient lighting technology and designed to have a long, dependable lifespan when mounted outdoors in a cold-weather climate.

2.3 Term

The contract between the parties will include provision and installation of necessary hardware , complete, turn-key installation, on-site in-person training of the use of the system and final testing and provisioning. Support and service for a minimum of one year following go live will also be included.

2.4 Installation

Complete turn-key installation of the system is to be included.

2.5 Subcontracting

The firm submitting a proposal should clearly identify information regarding any sub-contractors it intends to utilize in the performance of the contract.

2.6 Warranty

Bidders should include a full explanation of the warranty associated with the

equipment proposed.

The information should also include any extended warranties available after the initial warranty period at additional cost including those associated with software support or software upgrades that are recommended to assure the system continues to operate flawlessly into the foreseeable future.

2.7 Existing systems

The current scoreboards have exceeded their expected useful life. One of the three has completely ceased to operate with the remaining two the source of operational issues. The current boards are controlled via a wired controller and it is thought the buried wire control connection has sustained damage.

The current boards are powered by 120 Volt AC power and this is believed to be in good Condition and suitable for continued usage with the new equipment

3. DETAILED SPECIFICATIONS

3.1 Acceptable Manufacturers

The City has selected as its basis of design a product by Nevco Manufacturing. The City has previous favorable experience with this manufacturer and has found these products to be both durable and dependable.

Other Manufacturers product offerings are certainly welcome as long as they offer the same level of quality, durability, dependability and warranty.

The acceptance of a solution will be at the discretion of the City. There is a strong preference for solutions that have been proven to be both functional and cost effective in an outdoor environment.

3.2 New Materials

All equipment quoted by vendor shall be new. The solution requests that the Vendors propose a completely new solution that balances cost, performance, and technology. Solutions using equipment that has either reached or an announcement has been made for End-of-Life, End-of- Support, or End-of-Sales will not be entertained.

4 HARDWARE SPECIFICATIONS AND INSTALLATION

4.1 Scoreboard Basis of Design

The desired Basis of Design shall be an Outdoor rated Nevco Model 1654 equipped with a MPCX2 wireless Control Package.

- Size: 14' x5' x8" Aluminum Housing
- Digit Size: 18" / 14"
- Digit Color: White
- Wind load resistance up to 180 mph
- Wireless Operation

- Housing Color to be Royal Blue with white stripe or approved equal.
- Energy efficient LED's
- Gasketed Digits to prevent weather infiltration
- HOME,GUESTS,PERIOD,BALL,STRIKE,OUT,H,E shall be white 10" High Letters
- Built in horn
- Flush Mount
- Timing and Team scores shall be 18" LED
- Ability to choose a separate color for Timing and a different one for Team scores
- Inning/Period shall be 14" in choice of colors
- Time of Day: Not required unless standard
- Pitch Count: Not required unless standard
- Pitch timer: not required unless standard
- Horn shall be an automatic two second blast when time reaches zero or operated manually
- Indicators: 3" Height with Three for Ball, Two for Strike, Two for Out, one for Hit, One for error
- City May chose from array of Standard Colors offered by Manufacturer
- HOME Score needs to be on the Right Side and GUEST Score on the Left Side.

4.11 Wireless Controls

- Each Board shall come with two (2) Wireless Control Consoles (MPCX2)or approved equal
- A padded Carry Case/Storage Case Shall be included (single or dual capacity).
- An integrated wireless receiver shall be mounted inside of the scoreboard enclosure and shall be rated for outdoor use
- Each Controller shall be programmed to the specific board to eliminate possibility of interference with other boards on the property

4.12 Mountings

The existing mounting poles are in good condition and the scoreboards to be replaced are of a similar size to those in the basis of design.

4.13 Specification Sheets

The Vendor must provide specification sheets for all products proposed . All specification sheets must be submitted in an electronic form (PDF, XPS, or DOCX).

4.14 Installation

The Vendor must offer Complete, Turn Key Installation.

- The existing Boards are located along the outfield fence lines
- Access to the boards by lifting equipment should not require traversing the infield/outfield
With the exception of Softball Field # 3
- Any damage to Landscaping elements caused by lifting equipment is to be restored by the

installation contractor to a condition similar to that before the work occurred.

4.15 Electrical Power

The Current Boards are supplied with 120v AC electrical power. The replacement boards should match this. In addition:

- 120v AC
- 1.3 Amps
- 50/60 Hz
- Earth Ground
- Must feature isolation circuitry to guard against lightning Strikes.

4.16 Standards

All equipment proposed shall meet or exceed the following standards

- UL/CUL Listed
- FCC
- CE

4.17 Delivery and Installation

Bids shall include Delivery to the site and full, Turnkey Installation including:

- Off-loading
- Removal and disposal of Packaging
- Labor and machinery to safely lift boards onto their final mountings
- Any modifications necessary to properly and securely affix or mount the boards.
- Connections to electrical service including materials and labor.
- Testing of equipment to assure all functionality is correct
- Training of staff in the proper operation of the boards and wireless controls.

4.18 Removal of Existing Boards

The Contractor shall be responsible for:

- Disconnection of electrical power
- Disconnection and termination of obsolete control wiring
- Removal of Board from mountings and lowering to grade
- Disposal of existing boards in a lawful manner

4.19 Other Costs

If any costs are associated with your proposed services that have not been identified in prior sections, they must be detailed in the cost proposal. Any such charges will be clearly identified and all non-recurring and monthly costs provided.

4.20 Wage Rates

Prevailing Wage Rates are Not Required

5.0 Firm and Background Information

5.1 [References, Performance, Litigations](#)

- A) Provide a list of governmental organizations/municipalities and/or clients with whom your firm has done similar business and/or has had similar contracts in size and scope within the last 5 years. Be specific and include the information in [RFP Form G](#).
- B) [Disclosure of Contract Failures, Litigations](#)

Disclose any alleged significant prior or ongoing product failures, contract breaches, any civil or criminal litigation or investigation pending which involves the firm or in which the firm or members thereof has been judged guilty of liable or which may affect the performance of the services to be rendered herein, in which the Firm, any of its employees, subcontractors, or sub consultants is or has been involved in within the last three (3) years.

6.0 INSURANCE AND BONDING

See Attached for Bonding and Insurance Requirements

Form A: Signature and Non-Collusion Affidavit
RFP: Purchase and Installation of (3) Baseball Scoreboards

This form must be returned with your response.

In signing Proposals, we certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise take any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit Proposals, that Proposals have been independently arrived at, without collusion with any other Proposers, competitor or potential competitor; that Proposals have not been knowingly disclosed prior to the opening of Proposals to any other Proposers or competitor; that the above statement is accurate under penalty of perjury.

The undersigned, submitting this Proposals, hereby agrees with all the terms, conditions, and specifications required by the county in this Request for Proposals, declares that the attached Proposals and pricing are in conformity therewith, and attests to the truthfulness of all submissions in response to this solicitation.

Proposers shall provide the information requested below. Include the legal name of the Proposers and signature of the person(s) legally authorized to bind the Proposers to a contract.

COMPANY NAME

SIGNATURE

DATE

PRINT NAME OF PERSON SIGNING

Form B: Receipt of Forms and Submittal Checklist RFP:
Purchase and Installation of (3) Baseball Scoreboards

This form must be returned with your response.

Proposers hereby acknowledge the receipt and/or submittal of the following forms:

Forms	Initial to Acknowledge RECEIPT
Form A: Signature Affidavit	
Form B: Receipt of Forms and Submittal Checklist	
Form C: Vendor Profile	
Form D: Cost Proposal	
Form E. References	
Appendix A: Standard Terms and Conditions	
Appendix B: Federal Terms and Conditions	
Appendix C: Basis of Design	

COMPANY NAME

SIGNATURE

Form C: Vendor Profile

RFB: Purchase and Installation of (3) Baseball Scoreboards

COMPANY INFORMATION

This form must be returned with your response.

COMPANY NAME (Make sure to use your complete, legal company name.)			
FEIN		(If FEIN is not applicable, SSN collected upon award)	
CONTACT NAME (Able to answer questions about proposal.)		TITLE	
TELEPHONE NUMBER		FAX NUMBER	
EMAIL			
ADDRESS	COUNTY	STATE	ZIP

ORDERS/BILLING CONTACT

Address where County purchase orders/contracts are to be mailed and person the department contacts concerning orders and billing.

CONTACT NAME		TITLE	
TELEPHONE NUMBER		FAX NUMBER	
EMAIL			
ADDRESS	COUNTY	STATE	ZIP

Form D: Cost Proposal

RFB: Purchase and Installation of (3) Baseball Scoreboards

This form must be returned with your response.

We propose to provide and install (3) Baseball Scoreboards and related controls to the City of Sheboygan as follows:

Board Manufacturer Name _____

Board Manufacturer Model _____

TOTAL cost of (3) Scoreboards and Controls to meet or exceed the specifications and including full turn-key installation, training and removal and disposal of the existing scoreboard equipment.

\$ _____

_____ Thousand _____ Hundred _____ Dollars

and _____ Cents

We Acknowledge Receipt of the following Addenda

#1 DATED _____

#2 DATED _____

#3 DATED _____

Further, based upon current lead times and production schedules in effect at the time of this writing we would Anticipate commencement of project activities to begin within _____ WEEKS following execution of the contract between the parties.

COMPANY NAME

SIGNATURE

DATE

PLEASE INCLUDE MANUFACTURER CUT SHEETS FOR PROPOSED SCOREBOARDS, CONTROL MODULES AND CONTROL STORAGE CASES

Form E: **References**

RFP: Purchase and Installation of (3) Baseball Scoreboards

This form must be returned with your response.

REFERENCE #1 – CLIENT INFORMATION			
COMPANY NAME	CONTACT NAME		
ADDRESS	COUNTY	STATE	ZIP
TELEPHONE NUMBER	FAX NUMBER		
EMAIL			
Manufacturer & Model	Delivery date		
Notes			

REFERENCE #2 – CLIENT INFORMATION			
COMPANY NAME	CONTACT NAME		
ADDRESS	COUNTY	STATE	ZIP
TELEPHONE NUMBER	FAX NUMBER		
EMAIL			
Manufacturer & Model	Delivery Date		
Notes			

REFERENCE #3 – CLIENT INFORMATION			
COMPANY NAME	CONTACT NAME		
ADDRESS	COUNTY	STATE	ZIP
TELEPHONE NUMBER	FAX NUMBER		
EMAIL			
Manufacturer & Model	Delivery Date		
Notes			

STANDARD TERMS AND CONDITIONS
(Request for Bids/Proposals/Contracts)
City of Sheboygan Purchasing

APPLICABILITY: The terms and conditions set forth in this document apply to Requests for Proposals (RFP), Bids and all other transactions whereby the City of Sheboygan acquires goods or services, or both.

ENTIRE AGREEMENT: These Standard Terms and Conditions shall apply to any contract, including any purchase order, awarded as a result of this request. Special requirements of a resulting contract may also apply. Said written contract with referenced parts and attachments shall constitute the entire agreement, and no other terms and conditions in any document, acceptance, or acknowledgment shall be effective or binding unless expressly agreed to in writing by the City.

DEFINITIONS: As used herein, "vendor" includes a provider of goods or services, or both, who is responding to an RFP or a bid, and "bid" includes a response to either an RFP or a bid.

SPECIFICATIONS: The specifications in this request are the minimum acceptable. When specific manufacturer and model numbers are used, they are to establish a design, type of construction, quality, functional capability or performance level, or any combination thereof, desired. When alternates are proposed, they must be identified by manufacturer, stock number, and such other information necessary to establish equivalency. City of Sheboygan shall be the sole judge of equivalency. Vendors are cautioned to avoid proposing alternates to the specifications which may result in rejection of their bid.

DEVIATIONS AND EXCEPTIONS: Deviations and exceptions from terms, conditions, or specifications shall be described fully, on the vendor's letterhead, signed, and attached to the bid. In the absence of such statement, the bid shall be accepted as in strict compliance with all terms, conditions, and specifications and vendor shall be held liable for injury resulting from any deviation

QUALITY: Unless otherwise indicated in the request, all material shall be first quality. No pre-owned, obsolete, discontinued or defective materials may be used.

QUANTITIES: The quantities shown on this request are based on estimated needs. The City reserves the right to increase or decrease quantities to meet actual needs.

DELIVERY: Deliveries shall be FOB destination freight prepaid and included unless otherwise specified. City will reject shipments sent C.O.D. or freight collect.

PRICING: Unit prices shown on the bid shall be the price per unit of sale, e.g., gal., cs., doz., ea. etc., as stated on the request or contract. For any given item, the quantity multiplied by the unit price shall establish the extended price; the unit price shall govern in the bid evaluation and contract administration.

Prices established in continuing agreements and term contracts may be lowered due to market conditions, but prices shall not be subject to increase for the term specified in the award. Vendor shall submit proposed increases to the contracting department thirty (30) calendar days before the proposed effective date of the price increase. Proposed increases shall be limited to fully documented cost increases to the vendor that are demonstrated to be industry wide. Price increases may not be granted unless they are expressed in bid documents and contracts or agreements.

CONFLICT OF INTEREST Submission of a bid constitutes bidder's certification that no financial or personal relationship exists between the bidder and any city official or employee except as specially set forth in writing attached to and made a part of the bid. The successful bidder shall disclose any such relationship which develops during the term of the contract.

ACCEPTANCE-REJECTION: City of Sheboygan reserves the right to accept or reject any or all bids, to waive any Technicality in any bid submitted and to accept any part of a bid as deemed to be in the best interests of the City. Submission of a proposal or a bid constitutes the making of an offer to contract and gives the City an option valid for 60 days after the date of submission to the City.

BID SUBMISSION: Bids **MUST** be dated and time stamped by the Sheboygan City Purchasing Agent's Office on or before the date and time that the bid is due. Bids deposited or time stamped in another office will be rejected. Actual receipt in the office of the purchasing Agent is necessary; timely deposit in the mail system is not sufficient. **THERE WILL BE NO EXCEPTIONS TO THIS POLICY.**

METHOD OF AWARD: Award shall be made to the lowest responsible, responsive vendor conforming to specifications, terms, and conditions, or to the most advantageous bid submitted to the City on a quality versus price basis. Among other things, quantities, time of delivery, purpose for which required, competency of vendor, the ability to

render satisfactory service and past performance will be considered in determining responsibility.

ORDERING/ACCEPTANCE: Written notice of award to a vendor in the form of a purchase order or other document, mailed or delivered to the address shown on the bid will be considered sufficient notice of acceptance of bid. A formal contract containing all provisions of the contract signed by both parties shall be used when required by the Sheboygan City Purchasing Division.

PAYMENT TERMS AND INVOICING: Unless otherwise agreed, City of Sheboygan County will pay properly submitted vendor invoices within thirty (30) days of receipt of goods or services, or combination of both. Payment will not be made until goods or services are delivered, installed (if required), and accepted as specified. Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order.

NO WAIVER OF DEFAULT: In no event shall the making of any payment or acceptance of any service or product required by this Agreement constitute or be construed as a waiver by City of any breach of the covenants of the Agreement or a waiver of any default of the successful vendor, and the making of any such payment or acceptance of any such service or product by City while any such default or breach shall exist shall in no way impair or prejudice the right of City with respect to recovery of damages or other remedy as a result of such breach or default.

TAXES: The City and its departments are exempt from payment of all federal tax and Wisconsin state and local taxes on its purchases except Wisconsin excise taxes as described below. The State of Wisconsin Department of Revenue has issued a tax-exempt number to the City of Sheboygan.

The City is required to pay the Wisconsin excise or occupation tax on its purchase of beer, liquor, wine, cigarettes, tobacco products, motor vehicle fuel and general aviation fuel. The City is exempt from Wisconsin sales or use tax on these purchases. The City may be subject to other states taxes on its purchases in that state depending on the laws of that state. Vendors performing construction activities are required to pay state use tax on the cost of materials.

GUARANTEED DELIVERY: Failure of the vendor to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the vendor liable for all costs in excess of the contract price when alternate procurement is necessary. Excess costs shall include administrative costs.

APPLICABLE LAW AND VENUE: This contract shall be governed under the laws of the State of Wisconsin, and venue for any legal action between the parties shall be in Sheboygan County Circuit Court. The vendor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulation which are in effect during the period of this contract and which in any manner affect the work or its conduct.

ASSIGNMENT: No right or duty in whole or in part of the vendor under this contract may be assigned or delegated without the prior written consent of the City of Sheboygan.

NONDISCRIMINATION/AFFIRMATIVE ACTION: During the term of this Agreement the vendor agrees, in accordance with sec. 111.321, Wis. Stats., and Chapter 46 of the Sheboygan County Code of Ordinances, not to discriminate against any person, whether an applicant or recipient of services, an employee or applicant for employment, on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record or conviction record, military participation or membership in the national guard, state defense force or any other reserve component of the military forces of the United States, or political beliefs. The vendor shall provide a harassment-free work environment. These provisions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, and training, including apprenticeships, rates of pay or other forms of compensation.

The vendor agrees to post in conspicuous places, available for employees and applicants for employment, notices setting forth the provisions of this Agreement as they relate to affirmative action and nondiscrimination.

FAILURE TO COMPLY with these Terms and Conditions may result in the vendor being debarred, termination of the contract and/or withholding of payment.

The vendor agrees to furnish all information and reports required by the City of Sheboygan County's Contract Compliance Officer as the same relate to affirmative action and nondiscrimination, which may include any books, records, or accounts deemed appropriate to determine compliance with City of Sheboygan Ordinances., and the provisions of this Agreement.

ADA: Americans with Disabilities Act: The vendor agrees to the requirements of the ADA, providing for physical and programmatic access to service delivery and treatment in all programs and activities.

PATENT, COPYRIGHT AND TRADEMARK INFRINGEMENT: The vendor guarantees goods sold to the City were manufactured or produced in accordance with applicable federal labor laws, and that the sale or use of the articles described herein do not infringe any patent, copyright or trademark. The vendor covenants that it will, at its own expense, defend every suit which shall be brought against the City (provided that such vendor is promptly notified of such suit, and all papers

therein are delivered to it) for any alleged infringement of any patent, copyright or trademark by reason of the sale or use of such articles, and agrees that it will pay all costs, damages, and profits recoverable in any such suit.

SAFETY REQUIREMENTS: All materials, equipment, and supplies provided to the City must fully comply with all safety requirements as set forth by the Wisconsin Department of Commerce and all applicable OSHA Standards.

MATERIAL SAFETY DATA SHEET: If any item(s) on an order(s) resulting from this award(s) is a hazardous chemical, as defined under 29 CFR 1910.1200, provide one (1) copy of the Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy with the invoice(s).

WARRANTY: Unless specifically expressed otherwise in writing, goods and equipment purchased as a result of this request shall be warranted against defects by the vendor for one (1) year from date of receipt. An equipment manufacturer's standard warranty shall apply as a minimum and must be honored by the vendor. The time limitation in this paragraph does not apply to the warranty provided herein.

INSURANCE RESPONSIBILITY: The successful vendor shall:

Maintain worker's compensation coverage as required by Wisconsin Statutes, for all employees engaged in the work. The successful vendor shall furnish evidence of adequate worker's compensation insurance.

Indemnify, hold harmless and defend City, its boards, commissions, agencies, officers, employees and representatives against any and all liability, loss (including, but not limited to, property damage, bodily injury and loss of life), damages, costs or expenses which City, its officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay by reason of the successful vendor furnishing the services or goods required to be provided under the contract with the City, provided, however, that the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by or resulting from the acts or omissions of City, its agencies, boards, commissions, officers, employees or representatives. The obligations of the successful vendor under this paragraph shall survive the expiration or termination of any contract resulting from the successful vendor's bid.

At all times during the term of this Agreement, keep in full force and effect comprehensive general liability and auto liability insurance policies (as well as professional malpractice or errors and omissions coverage, if the services being provided are professional services) issued by a company or companies authorized to do business in the State of Wisconsin and licensed by the Wisconsin Insurance Department, with liability coverage provided for therein in the amount of at least \$1,000,000 CSL (Combined Single Limits). Coverage afforded shall apply as primary.

City shall be given ten (10) days advance notice of cancellation or non-renewal. Upon execution of this Agreement, the successful vendor shall furnish City with a certificate of insurance listing City as an additional insured and, upon request, certified copies of the required insurance policies. If the successful vendor's insurance is underwritten on a Claims-Made basis, the Retroactive Date shall be prior to or coincide with the date of this Agreement, the Certificate of Insurance shall state that coverage is Claims-Made and indicate the Retroactive Date, the successful vendor shall maintain coverage for the duration of this Agreement and for two years following the completion of this Agreement.

The successful vendor shall furnish City, annually on the policy renewal date, a Certificate of Insurance as evidence of coverage. It is further agreed that the successful vendor shall furnish the City with a 30-day notice of aggregate erosion, in advance of the Retroactive Date, cancellation, or renewal.

It is also agreed that on Claims-Made policies, either the successful vendor or City may invoke the tail option on behalf of the other party and that the Extended Reporting Period premium shall be paid by the successful vendor. In the event any action, suit or other proceeding is brought against City upon any matter herein indemnified against, City shall give reasonable notice thereof to the successful vendor and shall cooperate with the successful vendor's attorneys in the defense of the action, suit or other proceeding.

The City reserves the right to require higher or lower insurance limits where City deems necessary.

In case of any sublet of work under this Agreement, the successful vendor shall furnish evidence that each and every sub vendor has in force and effect insurance policies providing coverage identical to that required of the successful vendor.

CANCELLATION: City reserves the right to terminate any Agreement due to non-appropriation of funds or failure of performance by the vendor. This paragraph shall not relieve City of its responsibility to pay for services or goods provided or furnished to City prior to the effective date of termination.

PUBLIC RECORDS ACCESS: It is the intention of the City to maintain an open and public process in the solicitation, submission, review, and approval of procurement activities. Bid openings are public unless otherwise specified. Records are not available for public inspection prior to issuance of the notice of intent to award or the award of the contract. Bid results may be obtained by visiting the Sheboygan City Purchasing Office Monday – Friday, between 8:00 a.m. and 4:00 p.m. Prior

appointment is advisable.

PROPRIETARY INFORMATION: If the vendor asserts any of its books and records of its business practices and other matters collectively constitute a trade secret as that term is defined in s. 134.90(1)(c), Wis. Stats., City will not release such records to the public without first notifying the vendor of the request for the records and affording the vendor an opportunity to challenge in a court of competent jurisdiction the requester's right to access such records. The entire burden of maintaining and defending the trade secret designation shall be upon the vendor. The vendor acknowledges and agrees that if the vendor shall fail, in a timely manner, to initiate legal action to defend the trade secret designation or be unsuccessful in its defense of that designation, City shall be obligated to and will release the records.

Data contained in a bid, all documentation provided therein, and innovations developed as a result of the contracted commodities or services cannot be copyrighted or patented. All data, documentation, and innovations shall be the property of the City.

Any material submitted by the vendor in response to this request that the vendor considers confidential and proprietary information and which vendor believes qualifies as a trade secret, as provided in section 19.36(5), Wis. Stats., must be identified on a designation of Confidential and Proprietary Information form. In any event, bid prices will not be held confidential after award of contract.

PROMOTIONAL ADVERTISING: Reference to or use of The City of Sheboygan, any of its departments or sub-units, or any city official or employee for commercial promotion is prohibited without express written consent of the city.

ANTITRUST ASSIGNMENT: The vendor and the City of Sheboygan recognize that in actual economic practice, overcharges resulting from antitrust violation are in fact usually borne by the City of Sheboygan (purchaser). Therefore, the successful vendor hereby assigns to the City of Sheboygan any and all claims for such overcharges as to goods, materials or services purchased in connection with this contract.

RECORDKEEPING AND RECORD RETENTIONPUBLIC WORKS CONTRACTS: The successful bidder on a public works contract shall comply with the State of Wisconsin prevailing wage scale when applicable and shall establish and maintain adequate payroll records for all labor utilized as well as records for expenditures relating to all subcontracts, material men and suppliers. All records must be kept in accordance with generally accepted accounting procedures. The City shall have the right to audit, review, examine, copy, and transcribe any such records or documents. The vendor will retain all documents applicable to the contract for a period of not less than three (3) years after final payment is made.

RECORDKEEPING AND RECORD RETENTIONCOST REIMBURSEMENT CONTRACTS: Where payment to the vendor is based on the vendor's costs; vendor shall establish and maintain adequate records of all expenditures incurred under the contract. All records must be kept in accordance with generally accepted accounting procedures. The City contracting agency shall have the right to audit, review, examine, copy, and transcribe any pertinent records or documents relating to any contract resulting from this bid/proposal held by the vendor. The vendor will retain all documents applicable to the contract for a period of not less than three (3) years after final payment is made.

COMPLIANCE WITH FAIR LABOR STANDARDS.

During the term of this Agreement, PROVIDER shall report to the City Contract Compliance Officer, within ten (10) days, any allegations to, or findings by the National Labor Relations Board (NLRB) or Wisconsin Employment Relations Commission (WERC) that PROVIDER has violated a statute or regulation regarding labor standards or relations within the seven years prior to entering this Agreement. If an investigation by the Contract Compliance Officer results in a final determination that the matter adversely affects PROVIDER'S responsibilities under this Agreement, and which recommends termination, suspension or cancellation of this agreement, the City may take such action.

CITY OF SHEBOYGAN

**TERMS AND CONDITIONS FOR ALL CONTRACTS FUNDED WITH
FEDERAL GRANTS SUBJECT TO THE UNIFORM GUIDANCE**

In the event of a conflict between the below terms and conditions and the terms of the main body of the Contract or any exhibit or appendix, these federally required contract terms shall govern.

1. Amendment Permitted. This list of Federally Required Contract terms may be amended by CITY in the event that the applicable federal grant providing funding for this Contract contains additional required terms.
2. Debarment and Suspension. Contractor represents and warrants that, as of the execution of this Contract, neither Contractor nor any subcontractor or sub-consultant performing work under this Contract (at any tier) is included on the federally debarred bidder's list listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." If at any point during Contract's term Contractor or any subcontractor or sub-consultant performing work at any tier is included on the federally debarred bidder's list, Contractor shall notify CITY immediately. Contractor's completed Vendor Debarment Certification is attached hereto and incorporated herein.
3. Record Retention. Contractor certifies that it will comply with the record retention requirements detailed in 2 CFR 5 200.333. Contractor further certifies that it will retain all records as required by 2 CFR 5 200.333 for a period of five (5) years after it receives CITY notice that CITY has submitted final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed. Unless Contractor is functioning as a sub-recipient of grant funding, rather than as a contractor, this requirement is in addition to, and not in place of, CITY's public records retention requirements set forth elsewhere herein. In the event of conflict between local and federal retention periods, the longer retention requirement shall control.
4. Procurement of Recovered Materials (Applies Only if the Work Involves the use of Materials). Pursuant to 2 CFR 5200.323, Contractor represents and warrants that in its performance under the Contract, Contractor shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
5. Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C.

1251-1387), as Amended. If this is a contract or sub-grant in excess of \$150,000, Contractor must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations must be reported to the CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

6. Energy Efficiency. Contractor certifies that it will comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

7. Anti-Lobbying Restrictions (31 U.S.C. 1352). Contractor certifies that:

7.1. No federal appropriated funds have been paid or will be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal Loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of and Federal contract, grant, loan, or cooperative agreement.

7.2. If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, Contractor shall request from CITY and provide, completed, to CITY the "Disclosure Form to Report Lobbying," in accordance with its instructions as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96).

7.3. Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

7.4. Contractor's completed Anti-Lobbying Certification is attached hereto and incorporated herein.

8. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) (Applies Only to Funding Over \$100,000, When Laborers or Mechanics are Used). Contractor must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, Contractor must compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

9. Right to Inventions Made Under a Contract or Agreement. Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any applicable implementing regulations.

10. Federal Government is Not a Party. The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to CITY, Contractor, or any other party pertaining to any matter resulting from the Contract.

11. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). If this is a "prime construction contract," in its performance under the Contract, Contractor shall comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Contractor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractor is required to pay wages not less than once a week.

12. Copeland "Anti-Kickback" Act (40 U.S.C. 3145). If this is a "prime construction contract" in excess of \$2,000, Contractor shall, in its performance of the contract, comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

13. Equal Employment Opportunity. Contractor shall comply with Executive Order 11246, "Equal Employment Opportunity," as amended by EO 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

14. Termination for Convenience. If this Contract is for an amount in excess of \$10,000 and it lacks a termination for convenience clause, the following applies: CITY may terminate this Contract at any time for any reason by giving at least thirty (30) days' notice in writing from CITY to Contractor. If Contractor is terminated for convenience by CITY, Contractor will be paid for services actually performed or commodity actually provided.

15. Termination for Cause. If this Contract is for an amount in excess of \$10,000 and it lacks a termination for cause clause, the following applies: If Contractor shall fail to fulfill in timely and proper manner any of its obligations or violate any of the provisions of this Contract; CITY shall have the right to terminate this Contract. CITY shall notify Contractor of its intent to terminate, by giving Contractor prior written notice at least five (5) business days before the effective date of the termination, identifying the alleged deficiencies in Contractor's performance, and shall give Contractor thirty (30) days to cure such deficiencies prior to termination. In such event, all deliverables completed by Contractor as of the date of termination shall, at the option of CITY, become property of CITY. Notwithstanding the above, Contractor shall not be relieved of liability to CITY for damages sustained by CITY by virtue of any breach of the Contract, and CITY shall retain its remedies under law.

16. Executive Order 13202- Preservation of Open Competition and Government Neutrality Towards Contractors' Labor Relations on Federal and Federally Funded Construction Contracts. These requirements apply to recipients and sub-recipients of awards and cooperative agreements and to any manager of a construction project acting on their behalf. These individuals or employees of one of these organizations must ensure that the bid specifications, project agreements, and other controlling documents do not: (a) require or prohibit bidders, offerors, contractors, or subcontractors to enter into or adhere to agreements with one or more labor organizations, on the same or other related construction project(s); or (b) otherwise discriminate against bidders, offerors, contractors, or subcontractors for becoming or refusing to become or remain signatories, or otherwise to adhere to agreements with one or more labor organizations, on the same or other related construction project(s). Contractors or subcontractors are not prohibited from voluntarily entering into agreements with one or more labor organizations.

17. Domestic Preferences for Procurements. Pursuant to 2 CFR 5200.322, as appropriate, and to the extent consistent with law, Contractor should, to the greatest extent practicable under this Contract, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontracts and purchase orders for work or products under this Contract.

18. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. Contractor shall not use funds under this Contract to purchase, or enter into subcontracts to purchase, any equipment, services, or systems that use telecommunications equipment or services as a substantial or essential component of a system that is subject to 2 CFR 5 200.216 (generally, video surveillance or telecommunications equipment produced by Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company, their subsidiaries or affiliates, or any entity that the Secretary of Defense reasonably believes to be an entity owned or controlled by the government of a foreign country). In the event Contractor identifies covered telecommunications equipment or services that constitute a substantial or essential component of any system, or as critical technology as part of any system that is subject to 2 CFR 5 200.216, during Contract performance, Contractor shall alert CITY as soon as possible and shall provide information on any measures taken to prevent recurrence.

19. Prohibitions on Discrimination. Contractor agrees to comply with the following as applicable:

19.1. Title VI of the Civil Rights Act of 1964 (42 U.S.C 55 2000d et seq.) and Treasury's implementing regulations at 31C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance.

19.2. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C.55 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability.

19.3. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 5 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.

19.4. The Age Discrimination Act of 1975, as amended (42 U.S.C. 55 6101 et seq.), and Treasury's implementing regulations at 31C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance.

19.5. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. 55 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state or local governments or instrumentalities or agencies thereto.

20. Financial and Program Management As subrecipient of federal funds, Contractor is required to comply with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, other than such provisions as Treasury may determine are inapplicable to this Contract and subject to such exceptions as may be otherwise provided by Treasury.

20.1. Financial Management: Contractor shall maintain records and financial documents sufficient to show compliance with section 603(c) of ARPA, Treasury's regulations implementing that section, and guidance issued by Treasury. Contractor shall grant the Treasury Office of Inspector General and the Government Accountability Office or their authorized representatives, the right of access to these records in order to conduct audits or other investigations. Financial records, supporting documents, statistical records and all other records pertinent to the services purchased pursuant to this Contract shall be retained for a period of five (5) years after all of the CITY's funds have been expended or returned to the Treasury Department, whichever is later.

20.2. Audit Requirements. Contractor agrees to provide all reports requested by the CITY including, but not limited to, financial statements and reports, reports and accounting of services rendered, and any other reports or documents requested. Financial and service reports shall be provided according to a schedule (when applicable) or upon request. Contractors who expend more than \$750,000 in federal awards during their fiscal year will be subject to an audit under the Single Audit Act and its implementing regulation at 2 CFR Part 200, Subpart F.

20.3. Recipient Integrity and Performance Matters. Contractor agrees to provide any information requested by the CITY in order to comply with 2 CFR Appendix XII to Part 200

20.4. SAM.gov Requirements. Contractor is required to comply with 2 CFR Part 25 (System for Award Management ("SAM")) and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information) unless exempted pursuant to 2 CFR 5 25.110.

21. Drug-Free Workplace. Contractor acknowledges that as a subrecipient of federal funds, it is subject to 31 CFR Part 20 (Governmentwide Requirements for Drug-Free Workplace)

22. Relocation Assistance. Where an agreement or project requires the relocation of persons or such person's personal property, Contractor is advised that 42 USC 4601-4655 (Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970) may apply.

23. Local, Small, Minority-Owned and/or Women-Owned Businesses. The federal regulations require that every effort is made to assure that minority firms, women's business enterprises and labor surplus area firms are used when possible (24 CFR85.36(e)). Affirming steps include:

- A. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- B. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- C. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;

- D. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; (v) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and
- E. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps to select such firms.

24. Section 3. The federal regulations required that economic opportunities generated by federally assisted projects, be to the greatest extent possible, to low-and very low-income persons, particularly those who are recipients of government assistance for housing (24 CFR 570.607(b)).

25. Build America, Buy America (BABA) Act Requirements. The Build America, Buy America (BABA) Act, 41 USC § 8301 note, was enacted in the Infrastructure Investment and Jobs Act on November 15, 2021. The BABA Act requires that products purchased in connection with infrastructure projects funded by Federal financial assistance (FFA) programs must be produced in the United States (U.S.). This requirement is known as the “Buy America Preference (BAP)” (or “domestic procurement requirement”). The purpose of the BABA Act is to stimulate private sector investments in American manufacturing, bolster critical American supply chains, and support the creation of jobs so that America’s workers and firms can compete and lead globally.

The prime contractor and all subcontractors (all tiers) must comply with the requirements of the BABA Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, as applicable to the Community Development Block Grant (CDBG) infrastructure project. Pursuant to the U.S. Department of Housing and Urban Development’s (HUD’s) notice, “Public Interest Phased Implementation Waiver for FY2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance” (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver. All iron and steel materials purchased for a CDBG infrastructure project must be produced in the U.S. unless the project or purchase qualifies for a waiver or exemption. The contractor must maintain records that verify compliance with the BAP requirement for iron and steel materials and provide them to the CDBG Grantee/unit of general local government (UGLG), State of Wisconsin Department of Administration Division of Energy, Housing and Community Resources (DOA-DEHCR), HUD, and/or other regulating entities upon request. Infrastructure projects awarded CDBG funds from DOA-DEHCR in or after 2023 are subject the BAP requirements for iron and steel. General waivers and project-specific waiver categories are specified in 88 FR 17001. A contractor seeking a project-specific waiver must demonstrate the criteria for one or more of the project-specific waiver categories are met and must contact the CDBG Grantee/UGLG for further guidance. The Grantee/UGLG is to consult with DEHCR. A waiver requires approval by DEHCR and HUD.

Additional information is provided on the HUD BABA website at:
https://www.hud.gov/program_offices/general_counsel/baba.



BASEBALL & SOFTBALL

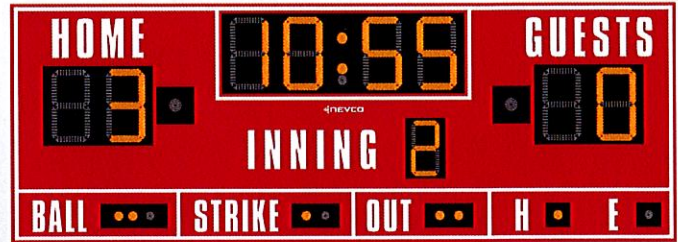
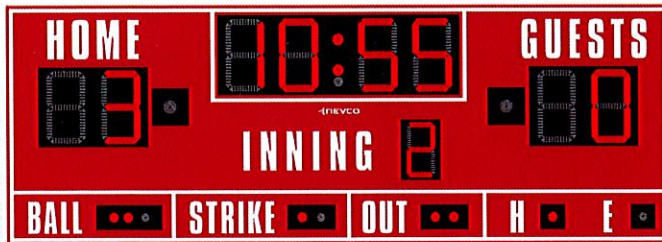
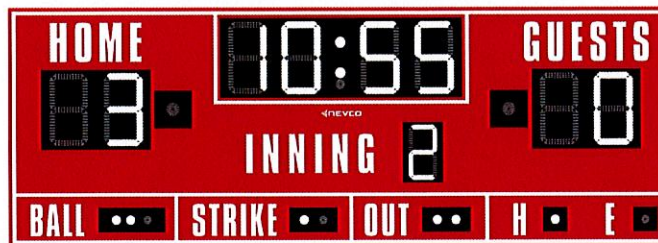
SCOREBOARDS

MODEL 1654

Size: 14' x 5' x 8" (4.27 x 1.52 x .20 meters)

Approximate hanging weight: 240 lbs. (109 kg)

Digit Size: 18" / 14" **Digit Color:** High Intensity Red, Amber, or Translucent White



Note: Translucent White LEDs are an optional LED upgrade

Perfect scoreboard with advanced timing features ideal for multi-purpose fields.

- Designed to withstand wind loads in excess of 180 mph.
- Operate wired or wireless.
- Includes Hit and Error Indicators.
- Bright, long lasting, energy efficient LEDs.
- Gasketed digits reduces water intake.
- Flush sign mounting.
- Includes built-in Horn.



BUILD YOUR OWN DISPLAY AND SCORING SYSTEM ONLINE AT:
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U.S. & CANADA: 800-851-4040 INTERNATIONAL: 618-664-0360
 FAX: 618-664-0398 E-MAIL: INFO@NEVCO.COM



Model 1654 (Outdoor) Baseball/Softball/Soccer Scoreboard

SCOREBOARD/CONTROL OPERATING FEATURES

MODEL 1654	MPCW-7	MPCX ₂ WIRELESS	NEVCO ONE
TIMING 18" High Intensity Red, Amber, or Translucent White LED Digits	Bi-directional UP or DOWN count. Any number can be set between 0:00-99:59. 1/10th seconds display during final minute.	Bi-directional UP or DOWN count. Any number can be set between 0:00-99:59. 1/10th seconds display during final minute.	Bi-directional UP or DOWN count. Any number can be set between 0:00-99:59. 1/10th seconds display during final minute.
TEAM SCORES 18" High Intensity Red, Amber, or Translucent White LED Digits	Displays 0-99	Displays 0-99	Displays 0-99
PERIOD 14" High Intensity Red, Amber, or Translucent White LED Digits	Displays 0-9	Displays 0-9	Displays 0-9
INDICATORS 3" Diameter High Intensity Red, Amber, or Translucent White LED cluster	THREE FOR BALL TWO FOR STRIKE TWO FOR OUT ONE FOR HIT ONE FOR ERROR	THREE FOR BALL TWO FOR STRIKE TWO FOR OUT ONE FOR HIT ONE FOR ERROR	THREE FOR BALL TWO FOR STRIKE TWO FOR OUT ONE FOR HIT ONE FOR ERROR
TIME OF DAY	In place of displaying game time on the scoreboard, the "time out" time may be displayed or the "time of day".	N/A	Supported functionality available in 2023
HORN	Sounds automatically at 0:00 for a minimum of two (2) seconds. May omit automatic horn. Can sound manually at any time.	Sounds automatically at 0:00 for a minimum of two (2) seconds. Can sound manually at any time.	Sounds automatically at 0:00 for a minimum of two (2) seconds. May omit automatic horn. Can sound manually at any time.
PITCH COUNT	Supported. Integrates with PCD display. Controlled by hand-held switches.	Supported. Integrates with PCD display. Requires Pitch Count MPCX ₂ control.	Supported. Integrates with PCD display. Controlled by hand-held switches.
PITCH TIMER	Supported. Integrates with 9520 display. Controlled by hand-held switches.	Supported. Integrates with 9520 display. Requires SCD/DGT MPCX ₂ control.	Supported. Integrates with 9520 display. Controlled by hand-held switches.
SEGMENT TIMING	Supported. Controlled by hand-held switches.	Supported. Requires Segment Timer MPCX ₂ control.	Supported functionality available in 2023

In addition to the standard 15 colors, Nevco can match any PMS color. Please contact your local Display and Scoring Consultant for pricing information.



AGENCY APPROVAL: UL/CUL listed, FCC, CE, INDUSTRY CANADA.

SCOREBOARD: Size 14'L x 5'H x 8"D (4.27 x 1.52 x .20 meters), constructed of aluminum. Scoreboard has 1" white outline striping. Hanging weight approximately 240 lbs. (109 kg)

CAPTIONS: HOME, GUESTS, PERIOD, BALL, STRIKE, OUT, H, E, white 10" high.

LED UNITS: Seven-bar segmented digits with protective aluminum cover.

BUILT-IN LIGHTNING PROTECTION: All models feature fiber-optic isolation circuitry providing additional protection against lightning strikes.

POWER WITHOUT ETNS (RED/AMBER): 120 VAC, 1.3 Amps, 50/60 Hz. / 240 VAC, 0.6 Amps, 50/60 Hz. Requires earth ground.

POWER WITHOUT ETNS (TRANSLUCENT WHITE): 120 VAC, 2.1 Amps, 50/60 Hz. / 240 VAC, 1.0 Amps, 50/60 Hz. Requires earth ground.

GUARANTEE: TO VIEW OR RECEIVE THE MOST RECENT COPY OF OUR GUARANTEE, PLEASE VISIT: NEVCO.COM/WARRANTY-LIMITATION/
U.S. SERVICE: 1-800-851-4040 INTERNATIONAL SERVICE: 1-618-664-0360 CANADA SERVICE: 1-800-461-8550



**BUILD YOUR OWN DISPLAY AND SCORING SYSTEM ONLINE AT:
WWW.NEVCO.COM**

.....
**U.S. & CANADA: 800-851-4040 INTERNATIONAL: 618-664-0360
 FAX: 618-664-0398 E-MAIL: INFO@NEVCO.COM**

QUOTATION

A Nevco-Authorized Dealer

Account Name	City of Sheboygan	Created Date	9/18/2024
Quote Number	00173202	Expiration Date	10/18/2024
Contact Name	Joe Kerlin	Prepared By	Paul Gregoire
Title	Superintendent of Parks	Title	Display & Scoring Consultant
Phone	9209469716	Phone	(920) 634-4250
Mailing Address	Sheboygan, WI USA	Email Address	pgregoire@nevco.com
Email Address	joe.kerlin@sheboyganwi.gov		

Quantity	Model/Part #	Product Description	Dimensions L x H x W/D	Unit Price	Total Price
3.00	1654	Baseball/Softball LED Scoreboard with Amber/Red Digits	14'x5'x8"	USD 7,495.00	USD 22,485.00
6.00	802-0300 - MPCX2 Baseball/Softball	Wireless Handheld Control	0.3'x0.5'x0.1'	USD 375.00	USD 2,250.00
3.00	MPCX/MPCX2 Case	MPCX/MPCX2 Control Carrying Case (holds 2 controls)	12.4'x8"x4"	USD 35.00	USD 105.00
3.00	MPCX2 Rec - Outdoor x6xx	In-board Wireless Receiver Kit		USD 635.00	USD 1,905.00

Ttl Shipping Wt (lbs)	1,200	Subtotal	USD 26,745.00
County	Sheboygan	Freight	USD 885.00
		Installation	USD 8,200.00
		Total	USD 35,830.00

Billing/Shipping Information

Bill To Name	City of Sheboygan	Ship To Name	City of Sheboygan
Bill To	Sheboygan, WI USA		

Payment Information

Purchase Order Address	Correct Digital Displays 700 W Center St Sandwich, IL 60548	Remit To Address	Correct Digital Displays 700 W Center St Sandwich, IL 60548
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Quote Terms and Conditions

The above pricing is for equipment only and does not include installation (unless specified) or taxes (if applicable). Unless shown specifically in the quote, shipping is an additional cost and is not included. Due to the custom nature of our products, our preferred payment terms are 50% down and remaining balance net 30. Additional payment terms available upon credit review. Shipping terms are F.O.B. Greenville, IL USA.

All Scoreboards and Message Centers are UL Listed and most come with our free 5-year guarantee (Exception: Special promotion/packages may have shorter warranty and are noted in product descriptions). Portable Production Kits carry a 3-year guarantee. Wireless components and Solar Power Kit carry a 2-year guarantee. Hand-held controls, switches and



700 W Center St
Sandwich, IL 60548



QUOTATION

A Nevco-Authorized Dealer

printed scrims carry a 1-year guarantee. Performance and Payment Bonds, if required, will include a one-year warranty after substantial completion.

STATE TAX EXEMPT FORM MUST BE SUBMITTED WITH ORDER OR TAXES WILL BE INVOICED.

Scoreboards are available in 15 standard colors at no extra charge. Please contact your consultant for production/shipping lead times.

Form B: Receipt of Forms and Submittal Checklist RFP:
Purchase and Installation of (3) Baseball Scoreboards

This form must be returned with your response.

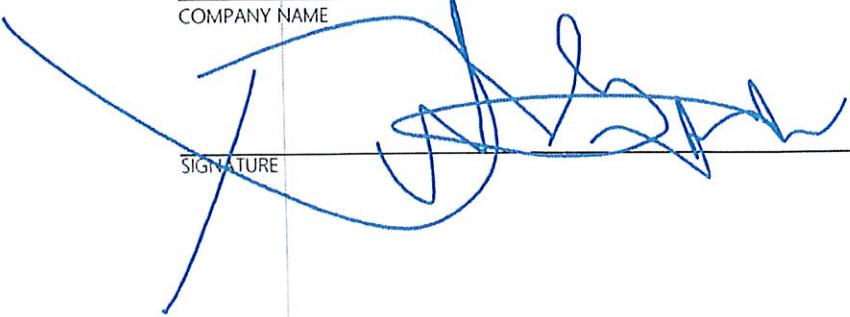
Proposers hereby acknowledge the receipt and/or submittal of the following forms:

Forms	Initial to Acknowledge RECEIPT
Form A: Signature Affidavit	PG
Form B: Receipt of Forms and Submittal Checklist	PG
Form C: Vendor Profile	PG
Form D: Cost Proposal	PG
Form E: References	PG
Appendix A: Standard Terms and Conditions	PG
Appendix B: Federal Terms and Conditions	PG
Appendix C: Basis of Design	PG

Correct Digital Display Inc

COMPANY NAME

SIGNATURE



Form A: Signature and Non-Collusion Affidavit
RFP: Purchase and Installation of (3) Baseball Scoreboards

This form must be returned with your response.


In signing Proposals, we certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise take any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit Proposals, that Proposals have been independently arrived at, without collusion with any other Proposers, competitor or potential competitor; that Proposals have not been knowingly disclosed prior to the opening of Proposals to any other Proposers or competitor; that the above statement is accurate under penalty of perjury.

The undersigned, submitting this Proposals, hereby agrees with all the terms, conditions, and specifications required by the county in this Request for Proposals, declares that the attached Proposals and pricing are in conformity therewith, and attests to the truthfulness of all submissions in response to this solicitation.

Proposers shall provide the information requested below. Include the legal name of the Proposers and signature of the person(s) legally authorized to bind the Proposers to a contract.

Correct Digital Display Inc

COMPANY NAME

SIGNATURE 

9/26/24

DATE

Paul Gregoire

PRINT NAME OF PERSON SIGNING

Form C: Vendor Profile

RFB: Purchase and Installation of (3) Baseball Scoreboards

COMPANY INFORMATION

This form must be returned with your response.

COMPANY NAME (Make sure to use your complete, legal company name.) Correct Digital Display Inc			
FEIN 36-3864589		(If FEIN is not applicable, SSN collected upon award)	
CONTACT NAME (Able to answer questions about proposal.)		TITLE	
TELEPHONE NUMBER		FAX NUMBER	
EMAIL			
ADDRESS		COUNTY	STATE ZIP

ORDERS/BILLING CONTACT

Address where County purchase orders/contracts are to be mailed and person the department contacts concerning orders and billing.

CONTACT NAME Becky Stewart for orders / Michele Keenan for billing		TITLE Project Cordinator / Accounts Payable-Receiveable	
TELEPHONE NUMBER 815.695.1000		FAX NUMBER N/A	
EMAIL becky@correctdd.com / mkeenan@correctdd.com			
ADDRESS 700 W Center Street		COUNTY	STATE ZIP IL 60548

Form D: Cost Proposal
RFB: Purchase and Installation of (3) Baseball Scoreboards

This form must be returned with your response.

We propose to provide and install (3) Baseball Scoreboards and related controls to the City of Sheboygan as Follows:

Board Manufacturer Name _____

Board Manufacturer Model _____

TOTAL cost of (3) Scoreboards and Controls to meet or exceed the specifications and including full turn-key installation, training and removal and disposal of the existing scoreboard equipment.

\$ _____

_____ Thousand _____ Hundred _____ Dollars
and _____ Cents

We Acknowledge Receipt of the following Addenda

#1 DATED _____

#2 DATED _____

#3 DATED _____

Further, based upon current lead times and production schedules in effect at the time of this writing we would Anticipate commencement of project activities to begin within _____ WEEKS following execution of the contract between the parties.

Correct Digital Display Inc

COMPANY NAME

SIGNATURE

DATE

PLEASE INCLUDE MANUFACTURER CUT SHEETS FOR PROPOSED SCOREBOARDS, CONTROL MODULES AND CONTROL STORAGE CASES

Form E: **References**

RFP: Purchase and Installation of (3) Baseball Scoreboards

This form must be returned with your response.

REFERENCE #1 – CLIENT INFORMATION			
COMPANY NAME City of De Pere	CONTACT NAME		
ADDRESS	COUNTY	STATE	ZIP
TELEPHONE NUMBER	FAX NUMBER		
EMAIL			
Manufacturer & Model Nevco Model #1654	Delivery date		
Notes			

REFERENCE #2 – CLIENT INFORMATION			
COMPANY NAME University of Wisconsin - Stevens Point	CONTACT NAME Tony Bouressa		
ADDRESS 2100 Main Street	COUNTY	STATE WI	ZIP 54481
TELEPHONE NUMBER 715.346.4494	FAX NUMBER 715.346.4655		
EMAIL tony.bouressa@uwsp.edu			
Manufacturer & Model OES Model #7974	Delivery Date 11/2019		
Notes			

REFERENCE #3 – CLIENT INFORMATION			
COMPANY NAME Marshfield High School	CONTACT NAME Nathan Delany		
ADDRESS 1010 E Fourth Street	COUNTY	STATE WI	ZIP 54449
TELEPHONE NUMBER 715.387.8468 x4615	FAX NUMBER		
EMAIL delany@marshfieldschools.org			
Manufacturer & Model OES Model #7981 & 7982	Delivery Date 7/2019		
Notes			

CITY OF SHEBOYGAN
 REQUEST FOR BIDS # 2061-24
 BASEBALL SCOREBOARDS
 PURCHASE AND INSTALLATION

Bidder	Correct Digital Display 700 W. Center Street Sandwich, IL 60548	Watchfire Signs LLC 1015 Maple Street Vermillion IL 61832
References	Included with Bid documents	Included with Bid Documents
Brand Name	Nevco	Spectrum by Watchfire
Model Proposed	Model 1654 14' X 8' x 5"	9110T-C2 10' X 8' X5"
(3) Scoreboards	\$22,485.00	\$ 28,991.73
(6) Wireless Controllers	\$ 2,250.00	INCLUDED
(3) Carry Cases	\$ 105.00	INCLUDED
(3) Wireless Receiver Kits	\$ 1905.00	INCLUDED
Freight	\$ 885.00	included
Installation	\$ 8,200.00	INCLUDED
Total	\$ 35,830.00	\$ 28,991.73

Exclusion Search Results 0 Total Results

Filter by:

Keyword (ALL)	Location	Status
"CORRECT DIGITAL DISPLAYS"	Country: USA, City: Sandwich-IL, State / Province: IL	Active

**CONTRACTOR'S INSURANCE WITH BOND AND PROPERTY INSURANCE
REQUIREMENTS**

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

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

1. COMMERCIAL GENERAL LIABILITY COVERAGE

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

- | | | |
|----|--|-------------|
| 1. | Each Occurrence limit | \$1,000,000 |
| 2. | Personal and Advertising Injury limit | \$1,000,000 |
| 3. | General aggregate limit (other than Products–Completed Operations) per project | \$2,000,000 |
| 4. | Products–Completed Operations aggregate | \$2,000,000 |
| 5. | Fire Damage limit — any one fire | \$50,000 |
| 6. | Medical Expense limit — any one person | \$5,000 |
| 7. | Watercraft Liability, (Protection & Indemnity coverage) ”if” the project work includes the use of, or operation of any watercraft, then Watercraft Liability insurance must be in force with a limit of \$1,000,000 per occurrence for Bodily Injury and Property Damage. | |
| 8. | Products – Completed Operations coverage must be carried for a minimum of three years after acceptance of completed work. | |

2. BUSINESS AUTOMOBILE COVERAGE

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

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

- A. Must carry coverage for Statutory Workers Compensation and an Employers Liability with limits of:
- (1) \$100,000 Each Accident
 - (2) \$500,000 Disease Policy Limit
 - (3) \$100,000 Disease – Each Employee
- B. Employer’s Liability limits must be sufficient to meet umbrella liability insurance Requirements

4. **UMBRELLA LIABILITY** providing coverage at least as broad as all the underlying liability policies with a minimum limit of \$2,000,000 each occurrence and \$2,000,000 aggregate, and a maximum self-insured retention of \$25,000. The umbrella must be primary and non-contributory to any insurance or self-insurance carried by City of Sheboygan Products – Completed Operations coverage must be carried for a minimum of three years after acceptance of completed work.
5. **AIRCRAFT LIABILITY**, if the project work includes the use of, or operation of any aircraft or helicopter, then Aircraft Liability insurance must be in force with a limit of \$5,000,000 per occurrence for Bodily Injury and Property Damage including Passenger liability and including liability for any slung cargo.
6. **UNMANNED AIRCRAFT LIABILITY** – if the project work includes the use of, or operation of any unmanned aircraft then unmanned aircraft liability insurance must be carried with a limit of \$1,000,000 per occurrence for bodily injury liability, property damage liability and invasion of privacy liability.
7. **PROPERTY INSURANCE COVERAGE (BUILDERS RISK INSURANCE)** to be provided by the contractor, if the exposure exists.
- A. The “property” insurance amount must be at least equal to the total value of the structure(s), plus or minus any change orders. It must also include value of Engineering or Architect fees, claims preparation costs, and owner furnished equipment.
 - B. Covered property must include property on the project work sites, property in transit, property stored off the project work sites, and any equipment furnished by City of Sheboygan.
 - C. Coverage must be on a **Replacement Cost basis**, with no co-insurance penalties.
 - D. The City of Sheboygan, Consultants, architects, architect consultants, engineers, engineer consultants, contractors, and subcontractors must be added as named insureds to the policy.
 - E. Coverage must be written on a “special form” or “all risk” perils basis. Coverage to include collapse.
 - F. Coverage must include coverage for Water Damage (including but not limited to flood, surface water, hydrostatic pressure) and Earth movement.
 - G. Coverage must be included for Testing and Start up.
 - H. If the exposure exists, coverage must include Boiler & Machinery including mechanical or electrical breakdown coverage.
 - I. Coverage must include Building Ordinance or Law coverage with a limit of at least 5% of the contract amount.
 - J. The policy must cover/allow Partial Utilization by owner.
 - K. Coverage must include a “waiver of subrogation” against any named insureds or additional insureds.
 - L. Contractor will be responsible for all deductibles and coinsurance penalties.

- 8. **INSTALLATION FLOATER / CONTRACTOR’S EQUIPMENT** - The contractor is responsible for loss and coverage for these exposures. City of Sheboygan will not assume responsibility for loss, including loss of use, for damage to property, materials, tools, equipment, and items of a similar nature which are being either used in the work being performed by the contractor or its subcontractors or are to be built, installed, or erected by the contractor or its subcontractors. This includes but not limited to property owned, leased, rented, borrowed, or otherwise in the care, custody or control of the contractor or subcontractor of any tier. See additional requirements for subcontractors below.
- 9. **PROFESSIONAL LIABILITY COVERAGE**-if project includes the use of engineers, architects, or other professionals the below coverage and limits apply.
 - A. Limits
 - (1) \$1,000,000 each claim
 - (2) \$1,000,000 annual aggregate
 - B. Must comply with claims-made requirements listed below

INSURANCE REQUIREMENTS FOR ALL SUBCONTRACTOR(S)

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

APPLICABLE REQUIREMENTS AND PROVISIONS FOR LIABILITY INSURANCE OF CONTRACTORS / SUBCONTRACTORS / SUB-SUB CONTRACTORS

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

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

Exclusion Search Results 0 Total Results

Filter by:

Keyword (ALL)

"CORRECT DIGITAL DISPLAYS"

Location

Country: USA, City: Sandwich-IL, State / Province: IL

Status

Active

**CITY OF SHEBOYGAN
R. C. 148-24-25**

BY PUBLIC WORKS COMMITTEE.

NOVEMBER 4, 2024.

Your Committee to whom was referred Res. No. 108-24-25 by Alderpersons Dekker and Ramey authorizing the appropriate City officials to enter into a contract with Essential Sewer and Water Services, LLC for the sanitary sewer repair on Oakland Avenue between South 8th Street and South 9th Street; recommends adopting the Resolution.

Committee:

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

_____.

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of
Sheboygan

Meredith DeBruin, City Clerk, City of
Sheboygan

**CITY OF SHEBOYGAN
RESOLUTION 108-24-25**

BY ALDERPERSONS DEKKER AND RAMEY.

OCTOBER 21, 2024.

A RESOLUTION authorizing the appropriate City officials to enter into a contract with Essential Sewer and Water Services, LLC for the sanitary sewer repair on Oakland Avenue between South 8th Street and South 9th Street.

WHEREAS, the City of Sheboygan has advertised for bids to construct the Oakland Avenue Sewer Repair (the “Project”); and

WHEREAS, the City Engineer has reviewed the bids and determined that the lowest responsive and responsible bid meeting all project specifications was from Essential Sewer and Water Services, LLC in the amount of \$93,437.75.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate city officials are hereby authorized to enter into the attached agreement with Essential Sewer and Water Services, LLC for the construction of the Project.

BE IT FURTHER RESOLVED: That the appropriate City officials are authorized to draw funds from Acct. No. 630310-659200 (Wastewater – Equipment Replacement), upon the agreement being fully executed by all parties, to pay for the construction done pursuant to the agreement.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL


_____.

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of Sheboygan

Meredith DeBruin, City Clerk, City of Sheboygan

PROJECT MAN				
	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Agreement	
		Section:	00 52 00	
		Bid Number:	2496-24	Page:

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

THIS AGREEMENT is by and between City of Sheboygan (“Owner”) and
Essential Sewer and Water Services, LLC (“Contractor”).

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: municipal street and utility construction.

ARTICLE 2 – THE PROJECT


2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: *Oakland Avenue Sanitary Sewer Repair*

ARTICLE 3 – ENGINEER

- 3.01 The part of the Project that pertains to the Work has been designed by the City of Sheboygan.
- 3.02 The Engineering Division, Department of Public Works, City of Sheboygan, Sheboygan, WI will assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

- 4.01 *Time of the Essence*
 - A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 4.02 *Contract Times: Dates*
 - A. The Work will be substantially completed within 10 working days as provided in Paragraph 4.01 of the General Conditions, but no later than December 20, 2024, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the 14th day following substantial completion.
- 4.03 *Milestones*
 - A. None.
- 4.04 *Liquidated Damages*
 - A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

PROJECT MAN				
	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Agreement	
		Section:	00 52 00	
		Bid Number:	2496-24	Page:


1. Substantial Completion: Contractor shall pay Owner the amount identified in paragraph 19.01 of the Supplementary Conditions for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
 2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner the amount identified in paragraph 19.01 of the Supplementary Conditions for each day that expires after such time until the Work is completed and ready for final payment.
 3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.
 4. Milestones: Contractor shall pay Owner the amount identified in paragraph 19.01 of the Supplementary Conditions for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of each Milestone, until Milestone is achieved.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner’s sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

4.05 *Special Damages*

- C. In addition to the amount provided for liquidated damages, Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor’s failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- D. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:
- A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item) as stated in Contractor’s Bid, attached hereto as an exhibit.
 - B. The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

PROJECT MAN					
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ARTICLE 6 – PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor’s Applications for Payment on the third Wednesday of the Month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

- 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
 - a. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
 - b. 0 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer’s estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 Final Payment

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.


6.04 Interest

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

ARTICLE 7 – CONTRACT DOCUMENTS

7.01 Contents

- A. The Contract Documents consist of the following:
 - 1. This Agreement.
 - 2. Bonds:
 - a. Performance bond (together with power of attorney).


PROJECT MAN					
	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Agreement		
		Section:	00 52 00		
		Bid Number:	2496-24	Page:	4 of 7

- b. Payment bond (together with power of attorney).
- 3. Specifications as listed in the table of contents of the project manual (copy of list attached and incorporated by reference).
- 4. Drawings as listed in the table of contents of the drawings (copy of list attached and incorporated by reference).
- 5. Addenda (not attached but incorporated by reference)
 - a. None.
- 6. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid consisting of 1 Page.
- 7. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed,
 - b. Work Change Directives,
 - c. Change Orders,
 - d. Field Order,
 - e. Task Orders.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8 – ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 Contractor's Representations

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 - 1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
 - 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - 3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - 4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 - 5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in

PROJECT MAN					
	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Agreement		
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		Bid Number:	2496-24	Page:	5 of 7

the Supplementary Conditions, with respect to Technical Data in such reports and drawings.

6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

8.02 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.


8.03 Standard General Conditions

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the

PROJECT MAN					
CITY OF SHEBOYGAN PUBLIC WORKS	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Agreement		
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standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

(Continued on next page)

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IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

OWNER:
(Signatures authorized pursuant to Res. ____-24-25)

CONTRACTOR:

City of Sheboygan

Buteyn-Peterson Construction Company

By:

By:

(signature)

(signature)

Name, Title:

Ryan Sorenson, Mayor

Name, Title:

_____ (printed)

Date:

Date:

Attest:

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

By:

Address for giving notices:

(signature)

Name, Title:

Meredith DeBruin, City Clerk

Date:

Address for giving notices:

City of Sheboygan - Engineering Division
2026 New Jersey Avenue
Sheboygan, WI 53081

Approved by:

(signature)

Name, Title: Evan Grossen, Deputy Finance Director/Comptroller


Date:

Approved as to form and Execution by:

(signature)

Name, Title: Charles C. Adams, City Attorney

Date:

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title: Table of Contents	
		Section: 00 01 10	
		Bid Number: 2496-24	Page: 1 of 1

Oakland Avenue Sanitary Sewer Repair

SECTION	TITLE	Pages
00 00 00	PROCUREMENT AND CONTRACTING REQUIREMENTS	
	Introductory Information	
00 01 01	Cover	1
00 01 10	Table of Contents	2
	Procurement Requirements	
00 11 13	Advertisement for Bids	2
00 21 13	Instructions for Bidders	10
00 41 43	Bid Form	6
00 41 44	Unit Price Worksheet	1
00 41 44.1	Quest Unit Price Worksheet	2
00 42 13	Bid Bond	2
00 45 13	Bidder's Proof of Responsibility	4
00 45 20	Proof of Responsibility and Non-Collusion Affidavit - Subcontractor	4
00 45 50	List of Subcontractors	1
	Contracting Requirements	
00 52 00	Agreement	7
00 55 00	Notice to Proceed	1
00 61 13	Performance Bond Form	3
00 61 14	Payment Bond Form	3
00 62 11	Submittal Cover	1
00 62 76	Application for Payment	2
00 63 63	Change Order Form	2
00 65 16	Certificate of Substantial Completion	1
00 65 18	Contractor's Affidavit of Compliance Certification and Release	1
00 65 19	Consent of Surety to Final Payment	1
00 72 00	Standard General Conditions of the Construction Contract - 2018	78
00 73 00	Supplementary Conditions	13
	GENERAL REQUIREMENTS	
01 11 00	Summary of Work	2
01 14 00	Work Restrictions	5
01 43 00	Quality Assurance	2
01 55 26	Traffic Control	2
01 57 19	Temporary Environmental Controls	2
01 71 23	Construction Staking	2
01 78 00	Closeout Requirements	2
01 78 19	Project Record Requirements	2
31 00 00	EARTHWORK	
31 25 00	Erosion Control and Site Maintenance	3
32 00 00	EXTERIOR IMPROVEMENTS	
32 10 00	Grading, Pavement, Curb and Gutter, and Sidewalk	5
33 00 00	UTILITIES	
33 05 61	Concrete Manholes, Catch Basins and Inlets	7

BID NUMBER: 2496-24

CITY OF SHEBOYGAN DEPARTMENT OF PUBLIC WORKS



OAKLAND AVENUE SANITARY SEWER REPAIR (SOUTH 9TH STREET - SOUTH 8TH STREET) SEPTEMBER 2024

PROJECT LOCATION



NOT TO SCALE

SHEET NO.	DRAWING NO.	DESCRIPTION
1	000 CV	TITLE SHEET
2	001 GN	GENERAL NOTES
3-6	040 D 2-15	CONSTRUCTION DETAILS
7	200 SSS 1-6	SANITARY SEWER DETAILS

OAKLAND AVENUE
SANITARY SEWER REPAIR
(SOUTH 9TH STREET - SOUTH 8TH STREET)
TITLE SHEET

CITY OF SHEBOYGAN
PUBLIC WORKS

City of Sheboygan
Department of Public Works
Engineering Division
200 Wisconsin Avenue
Sheboygan, WI 53081
Kevin Jupp, PE - City Engineer

Designed By	TJM
Drawn By	TJM
Checked By	KJ
Plot Date	8/28/2024
Plot No.	2496-24
Project Date	SEPTEMBER 2024
Sheet No.	1
Drawing No.	

Item 15.

160

Oakland Avenue Sanitary Sewer Repairs (#9337733)
 Owner: Sheboygan WI, City of
 Solicitor: Sheboygan WI, City of
 10/15/2024 10:00 AM CDT

						Essential Sewer and Water	
Section Title	Line Item	Item Code	Item Description	UofM	Quantity	Unit Price ²	Extension ³
	1	1	Mobilization	LS	1	\$3,000.00	\$3,000.00
	2	2	Traffic Control	LS	1	\$1,200.00	\$1,200.00
	3	3	Construction Staking	LS	1	\$1,500.00	\$1,500.00
	4	4	Removing Pavement	SY	360	\$11.00	\$3,960.00
	5	5	Removing Sanitary Manholes	Each	1	\$580.00	\$580.00
	6	6	Sanitary Manhole 4-ft Diameter	Each	1	\$7,500.00	\$7,500.00
	7	7	Sanitary Manhole Castings	Each	2	\$525.00	\$1,050.00
	8	8	Reconstructing Sanitary Manhole Major	Each	1	\$2,500.00	\$2,500.00
	9	9	Reconstructing Storm Manhole Minor	Each	2	\$1,752.00	\$3,504.00
	10	10	Storm Manhole Castings	Each	2	\$650.00	\$1,300.00
	11	11	Base Aggregate Dense 1 1/4-Inch	Tons	210	\$15.15	\$3,181.50
	12	12	Concrete Pavement (10-Inch +/-)	SY	350	\$88.00	\$30,800.00
	13	13	10-Inch PVC Sanitary Sewer	LF	304	\$76.00	\$23,104.00
	14	14	Reconnect 6-Inch Sanitary Lateral	Each	13	\$625.00	\$8,125.00
	15	15	Inlet Protection	Each	8	\$54.00	\$432.00
	16	16	Rock Bags	Each	10	\$25.00	\$250.00
	17	17	Sawing Concrete	LF	675	\$2.15	\$1,451.25
Total							\$93,437.75

**CITY OF SHEBOYGAN
R. C. 156-24-25**

BY LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE.

NOVEMBER 4, 2024.

Your Committee to whom was referred Res. No. 103-24-25 by Alderpersons Rust and La Fave authorizing the appropriate City officials to execute the Joint Powers Agreement for Sheboygan County and City of Sheboygan 911 Emergency Systems; recommends adopting the Resolution.

Committee:

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

_____.

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of
Sheboygan

Meredith DeBruin, City Clerk, City of
Sheboygan

**CITY OF SHEBOYGAN
RESOLUTION 103-24-25**

BY ALDERPERSONS RUST AND LA FAVE.

OCTOBER 21, 2024.

A RESOLUTION authorizing the appropriate City officials to execute the Joint Powers Agreement for Sheboygan County and City of Sheboygan 911 Emergency Systems.

WHEREAS, Sheboygan County and the City of Sheboygan have each implemented an Emergency 911 System for the purposes of providing emergency services to residents and visitors of these municipalities, including fire fighting, law enforcement, ambulance, medical and other emergency services; and

WHEREAS, Wis. Stat. § 256.35(9) “Joint Powers Agreement” requires that in implementing 911 systems as has been done by both Sheboygan County and the City of Sheboygan, municipalities shall annually enter into a Joint Powers Agreement, which Agreement shall be applicable on a daily basis and which shall provide that if an emergency services vehicle is dispatched in response to a request through either the Sheboygan County 911 System or the City of Sheboygan 911 System, such vehicle shall render its services to the persons needing the services, regardless of whether the vehicle is operating outside the vehicle’s normal jurisdictional boundaries.

NOW, THEREFORE, BE IT RESOLVED: That the Mayor and City Clerk are hereby authorized and directed to execute the Joint Powers Agreement – Sheboygan County and City of Sheboygan 911 Emergency Systems, effective for calendar year 2025, a copy of which is attached hereto and incorporated herein.

BE IT FURTHER RESOLVED: That the City Clerk is hereby authorized and directed to file a fully executed copy of this Joint Powers Agreement with the State of Wisconsin Department of Justice, as required by Wis. Stat. § 256.35(9)(c).

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

_____.

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of Sheboygan

Meredith DeBruin, City Clerk, City of Sheboygan

**JOINT POWERS AGREEMENT
SHEBOYGAN COUNTY AND CITY OF SHEBOYGAN
911 EMERGENCY SYSTEMS**

WHEREAS, Sheboygan County and the City of Sheboygan have each implemented an Emergency 911 System for the purposes of providing emergency services to residents and visitors of these municipalities, including fire fighting, law enforcement, ambulance, medical and other emergency services; and

WHEREAS, Wis. Stat. § 256.35(9) “Joint Powers Agreement” requires that in implementing 911 systems as has been done by both Sheboygan County and the City of Sheboygan, municipalities shall annually enter into a Joint Powers Agreement, which Agreement shall be applicable on a daily basis and which shall provide that if an emergency services vehicle is dispatched in response to a request through either the Sheboygan County 911 System or the City of Sheboygan 911 System, such vehicle shall render its services to the persons needing the services, regardless of whether the vehicle is operating outside the vehicle’s normal jurisdictional boundaries.

THEREFORE, in consideration of the mutual promises, agreements and conditions contained herein, it is hereby jointly agreed between Sheboygan County and the City of Sheboygan as follows:

1. That effective January 1, 2025, this Agreement shall, thereafter, be applicable on a daily basis from said date through December 31, 2025.
2. That if an emergency services vehicle operated by either Sheboygan County or the City of Sheboygan, or operated by an agency with which either municipality contracts for that particular emergency service, is dispatched in response to a request through the Sheboygan County emergency 911 System or the City of Sheboygan 911 System, such vehicle (whether owned and operated by the municipality or by the agency) shall render its services to the persons needing the services, regardless of whether the vehicle is operating outside the vehicle’s normal jurisdictional (or as defined by contract) boundaries.

3. That a copy of this Agreement shall be filed with the State Department of Justice, as required by Wis. Stat. § 256.35(9)(c).

Dated this ___ day of _____, 2024.

SHEBOYGAN COUNTY

BY: _____
Matthew A. Spence
Sheriff

Dated this ___ day of _____, 2024.

CITY OF SHEBOYGAN

BY: _____
Ryan Sorenson
Mayor

ATTEST: _____
Meredith DeBruin
City Clerk

This Agreement is authorized by and in accordance with Res. No. ___-24-25.

**CITY OF SHEBOYGAN
R. C. 157-24-25**

BY LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE.

NOVEMBER 4, 2024.

Your Committee to whom was referred R. O. No. 69-24-25 by Fire Chief Eric Montellano pursuant to section 24-459 of the Municipal Code, submitting the quarterly report showing the Benchmark Measurements for the fire department, for the period commencing July 1, 2024 and ending September 30, 2024; recommends filing the report.

Committee:

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of
Sheboygan

Meredith DeBruin, City Clerk, City of
Sheboygan

**CITY OF SHEBOYGAN
R. O. 69-24-25**

BY FIRE CHIEF ERIC MONTELLANO.

OCTOBER 21, 2024.

Pursuant to section 24-459 of the Municipal Code, I herewith submit my quarterly report showing the Benchmark Measurements for my department, for the period commencing July 1, 2024 and ending September 30, 2024.

2024 THIRD QUARTER YTD REPORT

	2022 EOY	2023 EOY	2023 YTD	2024 YTD
<u>Incident Types</u>				
Fires	92	87	66	67
Rescue & EMS	5,170	5,147	3,862	4,117
Non-Fires	1,558	1,409	1,042	1,110
TOTAL	6,820	6,643	4,970	5,294
<u>Incident Count Per Station</u>				
Station 1	2,003	2,032	1,497	1,638
Station 2	1,229	1,169	898	919
Station 3	1,677	1,652	1,223	1,315
Station 4	1,171	1,086	821	762
Station 5	609	556	422	492
Mutual Aid Given	131	85	60	58
Mutual Aid Received	54	56	49	18
Overlapping Calls (Percent)	64%	63%	63%	70%
Overlapping Calls (Count)	4,380	4,215	3,153	3,711
<u>Fire Loss</u>				
Incidents	61	60	43	61
Pre Incident Value	\$ 163,942,270	\$ 59,645,278	\$ 50,766,865	\$ 63,470,285
Property Loss	\$ 887,790	\$ 745,460	\$ 574,860	\$ 312,995
Content Loss	\$ 1,115,910	\$ 205,730	\$ 157,260	\$ 89,920
Total Loss	\$ 2,003,700	\$ 951,190	\$ 732,120	\$ 402,915
Average Loss	\$ 32,848	\$ 15,853	\$ 17,026	\$ 6,605
Property Saved	\$ 161,938,570	\$ 58,694,088	\$ 50,034,745	\$ 63,067,370
<u>Workload</u>				
Inspections	2,267	2,556	2,472	1,373
School Safety Programs (Students)	3,148	3,118	1,954	1,962
Public Events	56	105	78	56
Station Tours	9	16	6	21
Installed Smoke Alarms	82	79	47	62
Fire Training Hours	4,981	17,060	12,863	11,501
EMS Training Hours	2,072	2,333	1,991	2,241
Investigations	84	78	58	61
<u>Effectiveness</u>				
ISO Rating	2	2	2	2

CITY OF SHEBOYGAN

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

ITEM DESCRIPTION: Report of Officer, submitting the Quarterly Report from the Sheboygan Fire Department for the period commencing July 1, 2024 and ending September 30, 2024.

REPORT PREPARED BY: Eric Montellano, Fire Chief

REPORT DATE: October 9, 2024

MEETING DATE: October 30 2024

FISCAL SUMMARY:

STATUTORY REFERENCE:

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

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

BACKGROUND / ANALYSIS:

Quarterly Benchmarks from the Fire Department for the period commencing July 1, 2024 and ending September 30, 2024 is presented for information and discussion as required by section 24-459 of the Municipal Code.

STAFF COMMENTS:

Highlights of third quarter year-to-date for 2024:

- Call volume is on track to reach a new record high. This Q3-YTD is 324 calls above previous year's.
- School safety programs are underway and have reached almost 2,000 students so far.
- The ASPIRE program began partnering with the Sheboygan Fire Department to practice community and independent livings skills.
- EMS training hours continue to rise due to improved tracking software and company-level training emphasis on emergency medical services.

ACTION REQUESTED:

A motion to recommend approval of the Report of Officer No. 69-24-25 to the Common Council.

ATTACHMENTS:

- I. R.O. No. 69-24-25

**CITY OF SHEBOYGAN
R. C. 158-24-25**

BY LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE.

NOVEMBER 4, 2024.

Your Committee to whom was referred R. O. No. 70-24-25 by Police Chief Christopher Domagalski pursuant to section 30-50 of the Municipal Code, submitting the quarterly report showing the Benchmark Measurements for the police department for the period commencing July 1, 2024 and ending September 30, 2024; recommends filing the report.

Committee:

_____	_____
_____	_____
_____	_____

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

_____.

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of Sheboygan

Meredith DeBruin, City Clerk, City of Sheboygan

**CITY OF SHEBOYGAN
R. O. 70-24-25**

BY POLICE CHIEF CHRISTOPHER DOMAGALSKI.

OCTOBER 21, 2024.

Pursuant to section 30-50 of the Municipal Code, I herewith submit my quarterly report showing the Benchmark Measurements for my department for the period commencing July 1, 2024 and ending September 30, 2024.

	Y-T-D 9/30/24	Y-T-D 9/30/23	2024 Goals	2023 Actual	2022 Actual
<u>Patrol and Investigations</u>					
Murder & Non-Negligent Manslaughter	2	0	0	0	0
Manslaughter by Negligence	0	0	0	0	0
Sex Offenses - Forcible	50	40	60	50	55
Sex Offenses - Non-Forcible	19	8	15	10	11
Aggravated Assault	120	88	100	117	110
Select Crimes Against Persons Total	191	136	200	177	176
Robbery	3	8	10	8	11
Burglary	30	47	100	65	65
Theft/Larceny	406	440	800	585	597
Motor Vehicle Theft	13	14	30	19	29
Arson	2	1	10	2	10
Select Crimes Against Property Total	454	510	950	679	712
Percent of Offenses Cleared	71%	61%	70%	61%	60%
Value of Property Stolen	\$521,862	\$345,789	\$500,000	\$451,440	\$684,397
Value of Property Recovered	\$313,875	\$238,965	\$200,000	\$305,082	\$340,673
Percent of Stolen Recovered	60%	69%	40%	68%	50%
Accident Investigations	1,056	1,046	1,500	1,390	1,418
Traffic Stops	4,379	4,062	No Goal	5,382	5,799
Traffic Arrests	3,154	3,038	No Goal	3,897	3,856
Other Arrests	2,307	2,297	No Goal	2,943	3,074
Speed Trailer Deployments	13	9	20	10	12
HVEE Deployments	371	122	12	210	68
Parking Tickets Issued	8,352	5,836	10,000	8,274	8,366
Bicycles Recovered	118	144	150	198	152
Involuntary Commitments	40	78	No Goal	110	138
<u>Administration</u>					
District Attorney Request for Digital Evidence	860	886	2,750	1,156	1,078
Open Records Requests	4,595	4,697	4,000	6,045	6,688
Nixle Messages Sent	40	52	250	60	92
Press Releases	12	13	50	15	23
Tweets	34	52	350	61	126
Facebook Followers*	19,993	18,084	19,000	18,503	17,515
Reported Crime Maps	80	77	104	98	87
Crime Comparison Reports	20	20	26	25	20

*Facebook no longer reports likes which were previously tracked

CITY OF SHEBOYGAN

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

ITEM DESCRIPTION: Report of Officer, submitting the Police Department Quarterly Report for the period commencing July 1, 2024, and ending September 30, 2024.

REPORT PREPARED BY: Christopher Domagalski, Chief of Police

REPORT DATE: October 24, 2024

MEETING DATE: October 30, 2024

FISCAL SUMMARY:

Budget Line Item:	N/A	Wisconsin	N/A
Budget Summary:	N/A	Statutes:	
Budgeted Expenditure:	N/A	Municipal Code:	Sec. 30-50
Budgeted Revenue:	N/A		

STATUTORY REFERENCE:

BACKGROUND / ANALYSIS:

The Quarterly Report of Benchmarks for the Police Department for the Period commencing July 1, 2024, and ending September 30, 2024, is presented for information and discussion as required by section 30-50 of the Municipal Code.

STAFF COMMENTS:

Highlights of the report are as follows:

- Part 1 Crime: Overall Part 1 crime in comparison to the same period in 2023 is flat (645 vs. 646). However, there is an increase in crimes against persons in comparison to the same period in 2023 (191 vs. 136). This is due to an increase in aggravated assaults during the period of 120 vs. 88 in 2023.
- Traffic accidents for the period (1056 vs. 1046) are flat in comparison to 2023.
- There was a decrease in involuntary commitments year to date in comparison to the same period in 2023 (40 vs. 78). I believe this is related to our co-responder program.

ACTION REQUESTED:

Motion to recommend to Council to Approve the Report of Officer No. 70 - 24 - 25.

ATTACHMENTS:

- I. R.O No. 70 - 24 - 25

**CITY OF SHEBOYGAN
R. C. 159-24-25**

BY LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE.

NOVEMBER 4, 2024.

Your Committee to whom was referred R. O. No. 67-24-25 by City Clerk submitting various license applications; recommends granting all applications (license no. 3689 grant with warning).

Committee:

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of
Sheboygan

Meredith DeBruin, City Clerk, City of
Sheboygan

**CITY OF SHEBOYGAN
R. O. 67-24-25**

BY CITY CLERK.

OCTOBER 7, 2024.

Submitting various license applications.

CHANGE OF AGENT

Joseph W. Beniger is replacing Christopher Crump as agent effective immediately for Driftwood located at 518 South Pier Drive.

“CLASS B” LIQUOR LICENSE (June 30, 2025)(NEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3689	Mifortuna LLC (Mifortuna)	1501 S. 8 th Street
3690	Lakeshore Bowling LLC (Lakeshore Lanes)	2519 S. Business Drive
3692	Peteks LLC (Peteks)	2702 S. 8 th Street

CLASS “B” BEER LICENSE (June 30, 2025) (NEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3691	Ambarsariya Bar & Grill Inc. (Ambarsariya Bar & Grill)	2921 N. 15 th Street

“CLASS C” LICENSE (June 30, 2025) (NEW)

3691	Ambarsariya Bar & Grill Inc. (Ambarsariya Bar & Grill)	2921 N. 15 th Street
------	---	---------------------------------

CIGARETTE/TOBACCO (June 30, 2025) (NEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3627	Andy’s Restaurant & Bar	2927 S. 8 th Street

**CITY OF SHEBOYGAN
R. O. 75-24-25**

BY CITY CLERK.

NOVEMBER 4, 2024.

Submitting a tax levy report that supports the 2024-2025 budget for Lakeshore Technical College District and a copy of the district-wide apportionment of the tax levy based upon the 2024 fully certified values furnished by the Wisconsin Department of Revenue.



Tax Levy Certification
2024-2025
Fiscal Year

Municipal Clerk: Meredith Debruin

Municipality: City of Sheboygan

County: Sheboygan

	Entire Technical College District	Portion of Technical College District within Municipality
1. Equalized Valuation (TID Out) Tax Apportionment (October Certification)	\$24,471,846,883	\$4,564,706,000
2. Percentage of Entire Technical College District	100%	18.6529%
3. Total Levy	\$13,325,008	\$2,485,498.68

CERTIFICATION

I HEREBY CERTIFY the amount shown on **Line 3, column 2**, above, to be assessed against the taxable property of that portion of the Technical College District lying within the municipality, as required by s.38.16(1). Annually, by October 31, or within 10 days after receipt of the equalized valuations from the department of revenue, whichever is later, the district board may levy a tax on the full value of the taxable property of the district for the purposes of making capital improvements, acquiring equipment, operating, and maintaining the schools of the district, and paying principal and interest on valid bonds or notes now or hereafter outstanding as provided in s.67.035. The district board secretary shall file with the clerk of each city, village, or town, any part of which is located in the district, a certified statement showing the amount of the levy and the proportionate amount of the tax to be spread upon the tax rolls for collection in each city, village, or town. Such proportion shall be ascertained on the basis of the ratio of full value of the taxable property of that part of the city, village, or town location in the district, as certified to the district board secretary by the department of revenue. Upon receipt of the certified statement from the district board secretary, the clerk of each city, village, or town shall spread the amounts thereof upon the tax rolls for collection. When the taxes are collected, such amounts shall be paid by the treasurer of each city, village, or town to the district board treasurer.

As the Board President of the Technical College District of the State of Wisconsin listed here, I do hereby certify the amount shown on Line 3, column 1, above, was voted on and authorized at the District Board meeting held on the 18th day of October 2023.

Technical College District Name:

Lakeshore Technical College

Technical College District Board President:

John Wyatt

**CITY OF SHEBOYGAN
R. O. 80-24-25**

BY CITY CLERK.

NOVEMBER 4, 2024.

Submitting a Notice of Claim from Holden & Hahn, S.C. regarding Dave's Who's Inn.

HOLDEN & HAHN, S.C.
ATTORNEYS AT LAW
903 NORTH SIXTH STREET
SHEBOYGAN, WI 53081
TELEPHONE: (920) 458-0707
FACSIMILE: (920) 458-4359

RICHARD B. HAHN
email: consult@holdenandhahn.com

CHRISTOPHER M. EIPPERT
email: c.eippert@holdenandhahn.com

October 28, 2024

Via Hand Delivery

Licensing, Hearings and Public Safety
Committee
c/o Meredith DeBruin
Sheboygan City Hall
828 Center Avenue, Rm 106
Sheboygan, WI 53081

Via Hand Delivery

City of Sheboygan
c/o Meredith DeBruin
828 Center Avenue
Suite 103
Sheboygan, WI 53081

RE: Dave's Who's Inn, Inc. – 835 Indiana Avenue
Notice of Claim Pursuant to Wis. Stat. § 893.80(1d)(a) and (b)
Our File No. 21952

Dear Ms. DeBruin:

As you may recall, our office represents Dave's Who's Inn, Inc. ("Who's Inn") and David Repinski ("Mr. Repinski") in connection with all matters relating to the tavern at 835 Indiana Avenue owned by Who's Inn. Mr. Repinski is the agent and owner of Who's Inn. The address of Mr. Repinski is adjacent to the tavern and is 829 Indiana Avenue, Sheboygan, Wisconsin 53081. This letter serves as the Notice of Circumstances and Notice of Claim to the Licensing, Hearings and Public Safety Committee (the "Committee") and City of Sheboygan pursuant to Wisconsin Statutes Section 893.80(1d)(a) and (b).

I. NOTICE OF CIRCUMSTANCES OF CLAIM

The circumstances surrounding the claim of Who's Inn and Mr. Repinski commenced in 2022. At a meeting of the Committee on May 25, 2022, the Committee met to discuss the Class B Liquor License of Who's Inn, and based upon the recommendation of City Attorney Charles Adams ("Attorney Adams"), it attached conditions to the issuance of the Class B Liquor License to Who's Inn to include, but not be limited to, the use of a metal detector and scanner on all patrons entering the premises, as well as the prohibition of minor on the premises. These conditions were unprecedented and had no basis in fact or law, but nevertheless, were adopted by the City of Sheboygan Common Council ("Common Council") upon recommendation of the Committee. These conditions were made part of the Class B Liquor License issued to Who's Inn commencing June 30, 2022 and ending June 30, 2023. These conditions were imposed even though the Committee had no rules in place, or were

Licensing, Hearings and Public Safety Committee
City of Sheboygan
October 28, 2024
Our File No. 21952
Page Two

empowered to impose a year-long license containing conditions such as the requirement of metal detectors, scanners and prohibition of minors at the tavern.

It is believed that the issue of conditions attached to the license of Who's Inn was addressed again by the Committee on May 24, 2023. At that time, and without any discussion or any opportunity to be heard, the Committee renewed the license of Who's Inn subject to the same conditions that had been imposed the year before, and further, without factual or legal basis to impose those conditions. Those conditions were then adopted by the Common Council. Who's Inn was required to operate another year subject to those illegal conditions.

During 2022 through August, 2024, Sheboygan law enforcement made numerous, regular, and unnecessary visits to the tavern with the purported intention of enforcing the illegal conditions that had been imposed by the Committee and approved by the Council. Patrons and employees of the tavern were the subject of harassment, which was unlike any other tavern in the City of Sheboygan.

On June 30, 2024, Mr. Repinski attempted to renew the Class B Liquor License of Who's Inn. In an unprecedented condition, the license was refused to him unless he signed a statement acknowledging the illegal conditions that had been imposed by the Committee and adopted by the Common Council. This signed acknowledgement was never required of Who's Inn, nor has it been required of any other licensed establishment in the City of Sheboygan. On behalf of Who's Inn, Mr. Repinski refused to execute the signed acknowledgement required of him, and the City Clerk refused to issue a Class B Liquor License, essentially shutting down Who's Inn indefinitely.

The Committee met again on July 25, 2024 to consider the request by Mr. Repinski as the agent for Who's Inn to modify the conditions imposed upon the license since 2022. The Committee recommended that the conditions be modified and that the prohibition of underaged persons on the premises be eliminated and the requirement of metal detectors be confined to the periods between 10:00 p.m. and closing time on Fridays, Saturdays, and Sundays. The tavern remained closed as the illegal conditions had not yet been eliminated.

The Common Council considered recommendations of the Committee on August 5, 2024, at which time, the City of Sheboygan agreed to rescind all of the previously imposed conditions on the license of Who's Inn. It was only at that time that the license was issued and Who's Inn resumed operations.

Licensing, Hearings and Public Safety Committee
City of Sheboygan
October 28, 2024
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Page Three

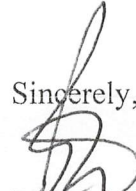
II. LEGAL ACTION AND NOTICE OF CLAIM

Who's Inn and/or Mr. Repinski intend to pursue legal action against the Committee and City of Sheboygan for money damages arising out of the illegal conditions that had originally been imposed on the Class B Liquor License from the time of the original adoption of those conditions in 2022 through to the illegal renewal of those conditions, and then the final requirement that Who's Inn accept those conditions in writing and admit that they were somehow voluntarily agreed to by Who's Inn and Mr. Repinski, when in fact they were not.

Who's Inn has suffered damages arising out of not having a liquor license and being closed for business from July 1, 2024 through August 5, 2024. Who's Inn's net profit for the year ending June 30, 2024 was One Hundred Thirty-Four Thousand Nine Hundred Two Dollars and 42/100 Cent (\$134,902.42). Based on the closure of the business for thirty-five (35) days from July 1, 2024 through August 5, 2024, Who's Inn has been deprived of Twelve Thousand Nine Hundred Thirty-Five Dollars and 85/100 Cents (\$12,935.85) of profit. Who's Inn has further suffered damages relating to loss of business and other monetary damages arising out of the illegal imposition of conditions by the Committee and the adoption of those conditions by the Common Council up to and through August 5, 2024.

We are serving this notice on Ms. DeBruin as we understand that she is the only person who would be considered a clerk of the Committee, as well as the City of Sheboygan. If this is incorrect, or if there is a separate individual who fills this role, please let us know immediately.

Sincerely,



Richard Hahn

RH/jl

cc: City Attorney Charles Adams (Via Email)
David Repinski (Via Email)

**CITY OF SHEBOYGAN
R. O. 76-24-25**

BY HUMAN RESOURCES & LABOR RELATIONS DIRECTOR KELLY HENDEE.

NOVEMBER 4, 2024.

Submitting an exit interview report for Quarter 3 for the City of Sheboygan.

Exit Interview Report to Council

REPORT FOR QUARTER 3
CITY OF SHEBOYGAN - HUMAN RESOURCES

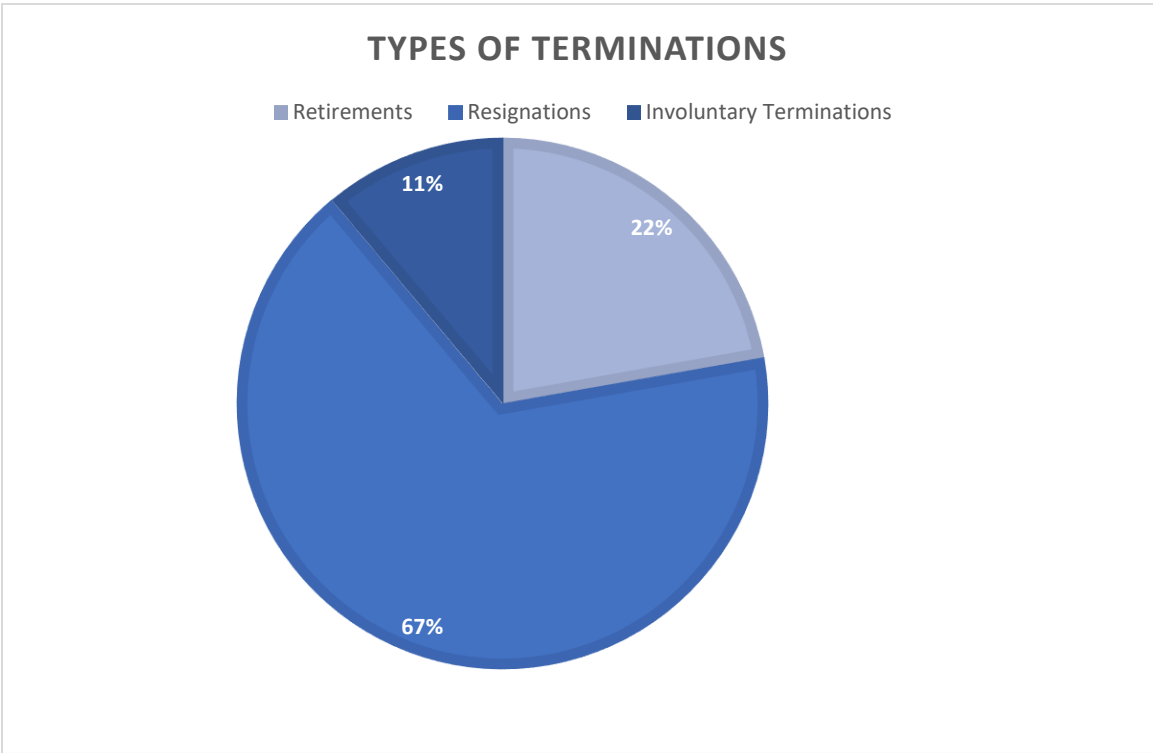
Process:

When Human Resources receives notice of a termination (resignation letter, etc.), the Recruiting Generalist begins the termination process. With the implementation of the new handbook, a step was added to the offboarding process to conduct the Exit Interview.

Whether an employee is Represented or Non-Represented, they have the option to complete an exit questionnaire and interview. The Recruiting Generalist sends them an email informing them of the exit interview process, attaches the questionnaire, and asks what their availability is during their last two weeks of employment. The employee is asked to submit their exit questionnaire three days before they meet with a member of HR so that there is ample time to review their answers and prepare follow up questions they'd like to ask during the meeting.

Third Quarter Termination Information:

From July 1, 2024 through September 30, 2024, there were 18 terminations for regular positions: 4 retirements, 12 resignations, and 2 involuntary terminations.



Exit Interview Findings:

As of January 1, 2024, Non-Represented employees who retire or resign must participate in an exit interview to receive their exit payout. Participating in an exit interview is optional for Represented employees. From July 1st to September 30th, thirteen exit interviews were conducted.

In general, the employees' surveys showed:

Statement	Strongly Agree	Agree	Neutral	Disagree	Strongly Disagree
I believe I was fairly compensated for the work I performed.	1	6	4	2	
Overall, I am pleased with the City of Sheboygan's benefit plans and offerings.	2	5	4	1	1
My Job duties were what I thought they would be when I was hired by the City.	2	6	4	1	
There were no obstacles, policies, or procedures that made my job difficult to perform.	2	7	2	2	
My supervisor is knowledgeable and well versed in their content area.	5	3	4	1	
My supervisor supports and empowers the people they supervise.	5	3	4	1	
I felt connected to the City as a City of Sheboygan employee; my department did not feel separate from the rest of the City.	2	4	2	3	2

The above information trends are about where we would expect based off of previous quarters. We see a bit more individuals answering neutrally than we saw in previous quarters. HR could consider removing neutral as an option next year so that the data is better in quality.

When asked to share a negative experience they had while employed with the City, some of the feedback included:

- Not feeling heard by administration with concerns regarding FTE and Compensation*
- Difficult interactions with customers/citizens*

When asked to share a positive experience they had while employed with the City, some of the feedback included:

- Positive working relationships with coworkers and other staff*

**Comments summarized for brevity.*

When asked to share their reason for leaving, responses included:

- Career Advancement Opportunity (4)
- Company culture (4)
- Compensation (4)
- Family circumstances (1)
- Retiring (4)
- Type of work (3)
- Quality of Supervision (1)
- Working Conditions (1)
- Other: Commute (1)

Combined 1st 2nd and 3rd Quarter Findings:

Statement	Strongly Agree	Agree	Neutral	Disagree	Strongly Disagree
I believe I was fairly compensated for the work I performed.	3	17	7	3	
Overall, I am pleased with the City of Sheboygan's benefit plans and offerings.	4	17	7	1	1
My Job duties were what I thought they would be when I was hired by the City.	6	18	5	1	
There were no obstacles, policies, or procedures that made my job difficult to perform.	6	10	7	6	1
My supervisor is knowledgeable and well versed in their content area.	10	11	5.5	2.5	1
My supervisor supports and empowers the people they supervise.	11	9	6	2	2
I felt connected to the City as a City of Sheboygan employee; my department did not feel separate from the rest of the City.	5	11	8	3	3

Reasons for leaving:

- Career Advancement Opportunity (4)
- Company culture (7)
- Family circumstances (8)
- Retiring (10)
- Type of work (6)
- Quality of Supervision (4)
- Work Conditions (2)
- Other: returning to college

Closing Comments:

Human Resources is satisfied with the exit interview process. We have seen good participation in both represented and non-represented staff.

Already, Human Resources is making an effort to implement employee feedback. For example, when an employee indicates the responsibilities of the position are not what they thought, this prompts HR to follow up with a department or supervisor to get more information. Does the job description need to be reviewed? Was the employee going rouge and not fulfilling the responsibilities outlined in the job description?

As an additional example, a typical part of the exit interview process includes listening to employees experience in the role and noting the types of skills or experiences that make an individual successful in the role. This information is kept in mind when recruiting to replace the individual who has left and when writing interview questions.

A larger sample size has aided in Human Resources to realizing attitudes, needs, and/or opportunities for improvement within departments. Multiple individuals from a department indicating the same level of agreement or disagreement provides a base for HR to make inferences that this data likely reflects the department as a whole. With this, HR can make moves to address this department and the individuals currently employed.

Moving into fourth quarter is a great time for HR to reflect on the exit interview process. Is the questionnaire accomplishing what we set out to do? Are we receiving quality information? Are we using the information in meaningful ways? Is there anything about the process we'd like to change or improve? Now would be the time to discuss and implement before going into the new calendar year.

**CITY OF SHEBOYGAN
R. O. 81-24-25**

BY CITY CLERK.

NOVEMBER 4, 2024.

Submitting a license application.

CHANGE OF AGENT

Megan M. Belcher is replacing Shawn Dortman as agent effective immediately for Kohler Co. located at parcels 59281328012, 59281328027, 59281328028, 59281328029, 59281328015, 59281328017, 59281328016, 59281328018.

**CITY OF SHEBOYGAN
R. O. 79-24-25**

BY CITY PLAN COMMISSION.

NOVEMBER 4, 2024.

Your Commission to whom was referred Gen. Ord. No. 20-24-25 by Alderpersons Belanger and La Fave and R. O. No. 73-24-25 by City Clerk submitting application to amend the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance to change the Use District Classification of property located at 2258 Calumet Drive from Class Neighborhood Residential (NR-6) to Class Urban Commercial (UC) Classification; recommends filing the R. O. and adopting the Ordinance.

**CITY OF SHEBOYGAN
GENERAL ORDINANCE 20-24-25**

BY ALDERPERSONS BELANGER AND LA FAVE.

OCTOBER 21, 2024.

AN ORDINANCE amending the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance to change the Use District Classification of property located at 2258 Calumet Drive from Class Neighborhood Residential (NR-6) to Class Urban Commercial (UC) Classification.

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

SECTION 1: AMENDMENT Chapter 105 of the Sheboygan Zoning Ordinance establishing zoning districts and prescribing zoning standards and regulations is hereby *amended* as follows:

The Official Zoning Map of the City of Sheboygan thereof and Use District Classification of the following described lands from Class Neighborhood Residential (NR-6) to Class Urban Commercial (UC) Classification:

Property located at 2258 Calumet Drive – Parcel No. 59281621470:

KOHL'S SUBD LOT 19, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY,
WISCONSIN

SECTION 2: REPEALER CLAUSE All ordinances or resolutions or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

SECTION 3: EFFECTIVE DATE This Ordinance shall be in effect from and after its passage and publication according to law.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

_____.

Presiding Officer

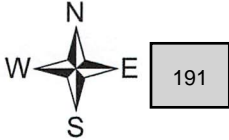
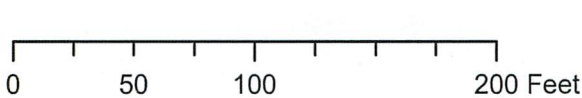
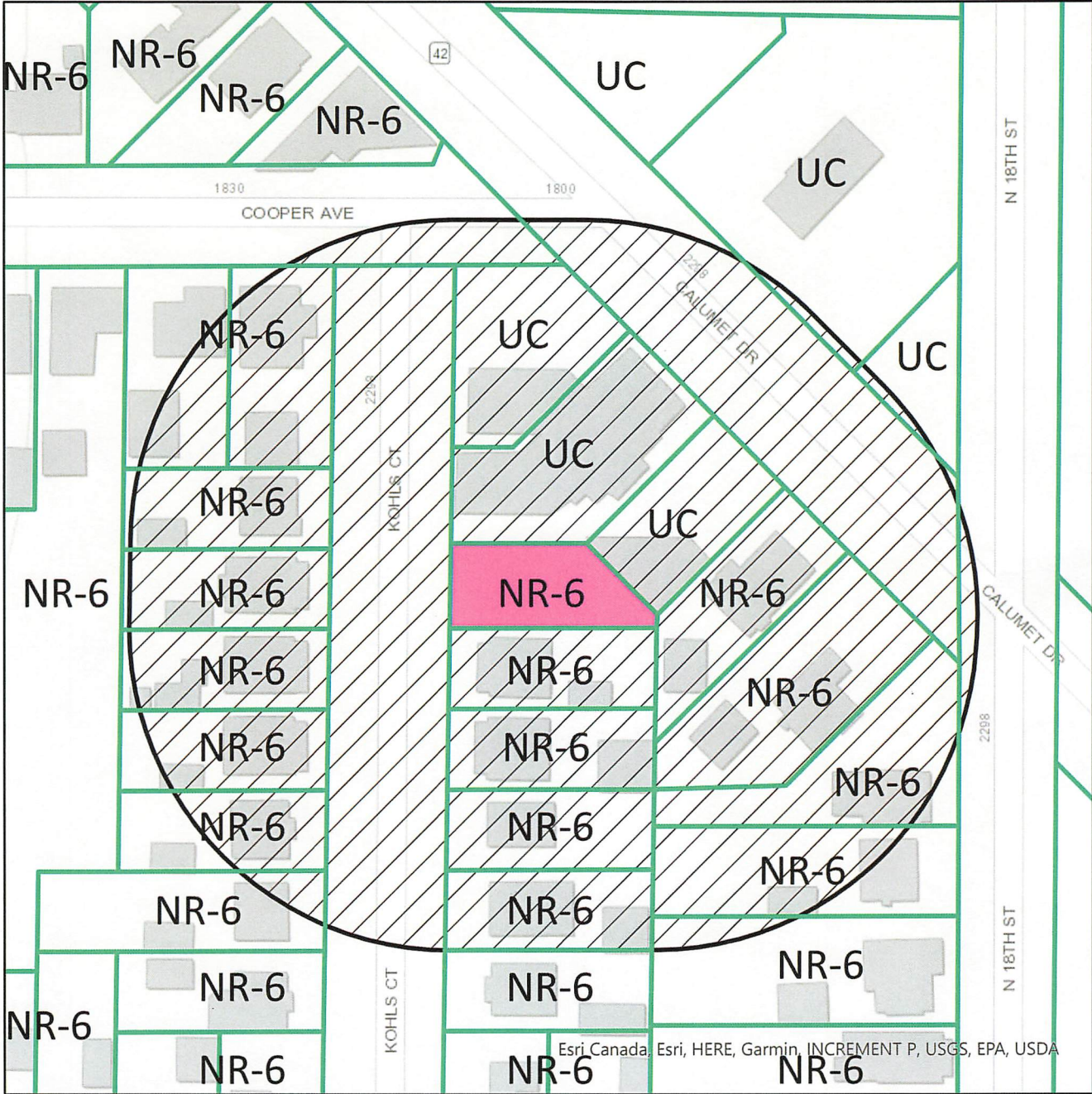
Attest

Ryan Sorenson, Mayor, City of Sheboygan

Meredith DeBruin, City Clerk, City of Sheboygan

PROPOSED REZONE FROM NEIGHBORHOOD RESIDENTIAL (NR-6) TO URBAN COMMERCIAL (UC)

KOHL'S SUBD LOT 19, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN.



**CITY OF SHEBOYGAN
R. O. 73-24-25**

BY CITY CLERK.

OCTOBER 21, 2024.

Submitting an application from Pao Yang for amendment to the official zoning map for the City of Sheboygan from Pao Yang for property located at 2258 Calumet Drive – Parcel No. 59281621470.

OFFICE USE ONLY	
APPLICATION NO.:	_____
RECEIPT NO.:	_____ Item 24.
FILING FEE:	\$200.00 (Payable to City of Sheboygan)

CITY OF SHEBOYGAN
APPLICATION FOR
AMENDMENT OF OFFICIAL ZONING MAP
 (Requirements Per Section 105.996)
 Revised January 2024

Completed application is to be filed with the Office of the City Clerk, City Hall, 828 Center Avenue. Application will not be processed if all required attachments and filing fee of \$200 (payable to the City of Sheboygan) is not submitted along with a complete and legible application. Application filing fee is non-refundable.

1. APPLICANT INFORMATION

APPLICANT: PAO YANG PHONE NO.: (920) 254-5055
 ADDRESS: 2258 Calumet Dr E-MAIL: trend.stylesalon@aatt.net
 OWNER OF SITE: PAO YANG PHONE NO.: (920) 254-5055

2. DESCRIPTION OF THE SUBJECT SITE

ADDRESS OF PROPERTY AFFECTED: 2258 Calumet Dr
 LEGAL DESCRIPTION: warehouse

PARCEL NO. 59281621470 MAP NO. _____

EXISTING ZONING DISTRICT CLASSIFICATION: Neighborhood Residential-6 (NR-6)

PROPOSED ZONING DISTRICT CLASSIFICATION: Urban Commercial (UC)

BRIEF DESCRIPTION OF THE EXISTING OPERATION OR USE: _____

Storage

BRIEF DESCRIPTION OF THE PROPOSED OPERATION OR USE: _____

coin operated laundry mat

3. JUSTIFICATION OF THE PROPOSED ZONING MAP AMENDMENT

How does the proposed Official Zoning Map amendment further the purposes of the Zoning Ordinance as outlined in Section 15.005 and, for flood plains or wetlands, the applicable rules and regulations of the Wisconsin Department of Natural Resources and the Federal Emergency Management Agency? _____

It's not in any flood zone or wet land

Which of the following factors has arisen that are not properly addressed on the current Official Zoning Map? (Provide explanation in space provided below.)

- The designations of the Official Zoning Map should be brought into conformity with the Comprehensive Master Plan.
- A mistake was made in mapping on the Official Zoning Map. (An area is developing in a manner and purpose different from that for which it is mapped.) *NOTE: If this reason is cited, it must be demonstrated that the discussed inconsistency between actual land use and designated zoning is not intended, as the City may intend to stop an undesirable land use pattern from spreading.*
- Factors have changed, (such as the availability of new data, the presence of new roads or other infrastructure, additional development, annexation, or other zoning changes), making the subject property more appropriate for a different zoning district.
- Growth patterns or rates have changed, thereby creating the need for an amendment to the Official Zoning Map.
- Explain: _____

How does the proposed amendment to the Official Zoning Map maintain the desired consistency of land uses, land use intensities, and land use impacts as related to the environs of the subject property? *In area already zone for*

commercial. There are structures on the property currently

Indicate reasons why the applicant believes the proposed map amendment is in harmony with the recommendations of the City of Sheboygan Comprehensive Plan.

majority of the warehouse is located on
a commercial zone

4. CERTIFICATE

I hereby certify that all the above statements and attachments submitted hereto are true and correct to the best of my knowledge and belief.



APPLICANT'S SIGNATURE

9/25/24

DATE

PAO YANG

PRINT ABOVE NAME

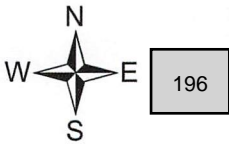
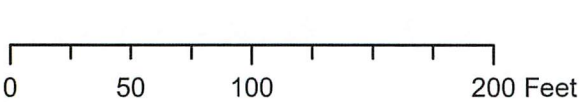
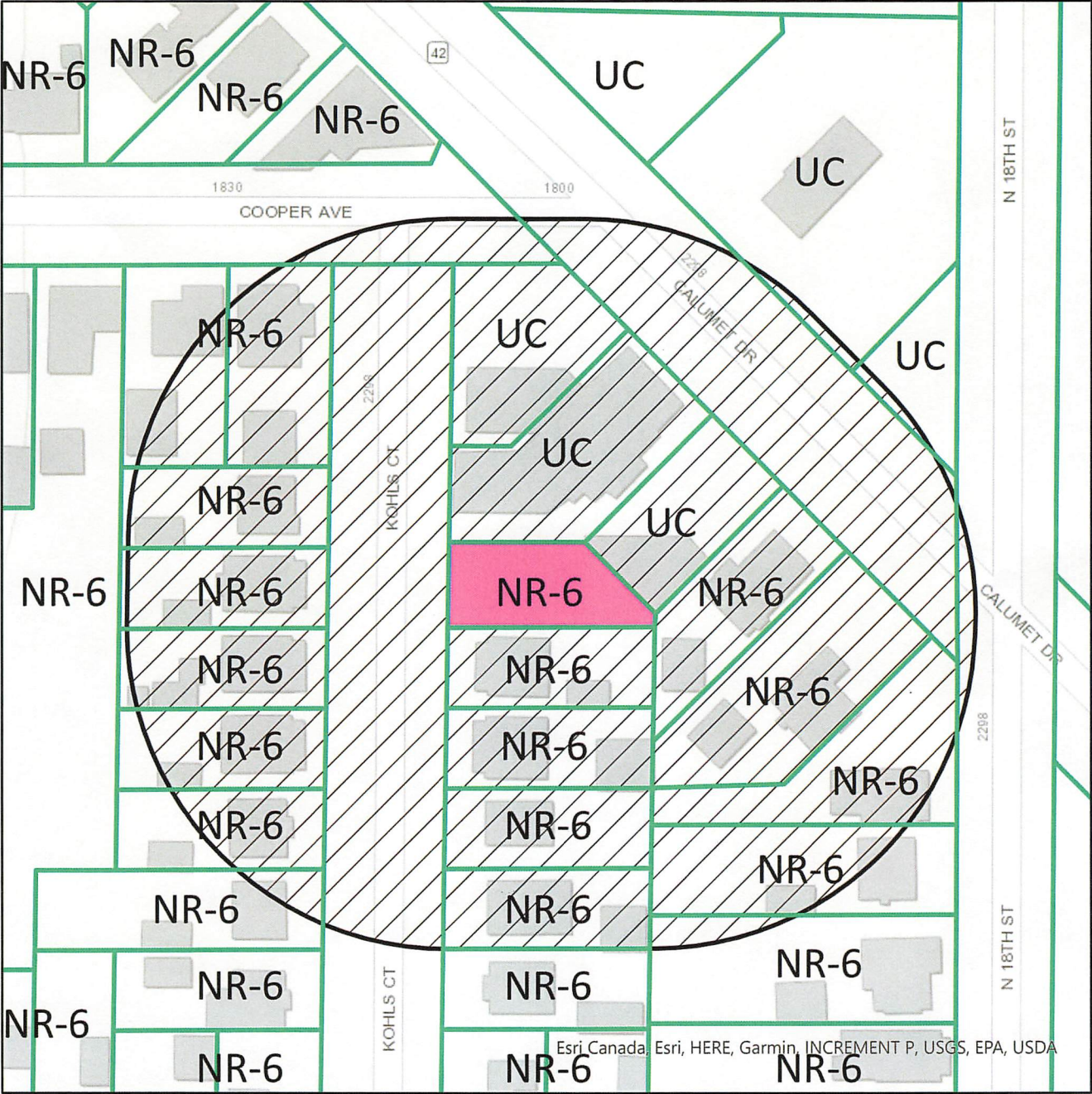
APPLICATION SUBMITTAL REQUIREMENTS

A copy of the current zoning map of the subject property and vicinity showing:

- The property proposed to be rezoned.
- All lot dimensions of the subject property.
- All other lands within 100 feet of the subject property.
- Map size not more than 11" X 17" and map scale not less than 1" = 600'.
- Graphic scale and north arrow.

PROPOSED REZONE FROM NEIGHBORHOOD RESIDENTIAL (NR-6) TO URBAN COMMERCIAL (UC)

KOHL'S SUBD LOT 19, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN.



CLK322B

City Of Sheboygan
City Clerk's Office

* General Receipt *

Receipt No: 241220

License No: 0000

Date: 10/10/2024

Received By: MKC

Received From: YANG SON, LLC DBA TREND STYLES SALON

Memo: REZONE

Method of Payment: \$200.00 Check No. 1171

Total Received: \$200.00

<u>Fee Description</u>	<u>Fee</u>
Zoning Change	200.00

This document signifies receipt of fees in the amount indicated above.

**CITY OF SHEBOYGAN
RESOLUTION 111-24-25**

BY ALDERPERSONS DEKKER AND RAMEY.

NOVEMBER 4, 2024.

A RESOLUTION approving a Fountain Park Conceptual Design Plan.

WHEREAS, City staff has worked with Parkitecture + Planning, of Madison, Wisconsin, to prepare a conceptual design plan for Fountain Park in order to guide the City with future development of the park; and

WHEREAS, as part of the conceptual design plan process, several meetings took place with relevant stakeholders, including interested members of the general public and community groups that use the park on a regular basis; and

WHEREAS, as a result of all of the feedback from the relevant stakeholders, as well as structural deterioration of park infrastructure, the attached Fountain Park Conceptual Design Plan was prepared.

NOW, THEREFORE, BE IT RESOLVED: That the Common Council approves the attached Fountain Park Conceptual Design Plan.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

_____.

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of Sheboygan

Meredith DeBruin, City Clerk, City of Sheboygan

City of Sheboygan



File: V:\24.010 Sheboygan Fountain Park\CAD\Images - Preferred.dwg Layout: Cover User: parkl Plotted: Oct 25, 2024 - 2:13pm

Fountain Park Conceptual Design Plan

Project Name: **SHEBOYGAN FOUNTAIN PARK**

1010 N. 8th STREET
SHEBOYGAN, WI 53081

Sheet Title: **TITLE PAGE**

Revisions:

Project #: 24.010
Issued For: Review
Date: 10/25/2024

Sheet Number
T 1 199

Goals & Themes



Improve identity and purpose



Address aging infrastructure



Enhance market functionality



Activate Park year-round



Accommodate all user groups



Attract young professionals



Improve access, circulation and connectivity



Provide Amenities



Beautify and upgrade landscape

File: V:\24.010_Sheboygan_Fountain_Park\CAD\Images - Preferred.dwg Layout: Goals & Themes User: parki Plotted: Oct 25, 2024 - 2:13pm

Plan Features



Interactive water play



Non-traditional play feature



Traditional fountain



Enhanced market space



Shaded market structure



Support building



Contemporary amphitheater



Ice ribbon



Event lawn

File: V:\24.010_Sheboygan_Fountain_Park\CAD\Images - Preferred.dwg Layout: Plan_Features User: parki Plotted: Oct. 25, 2024 - 2:14pm

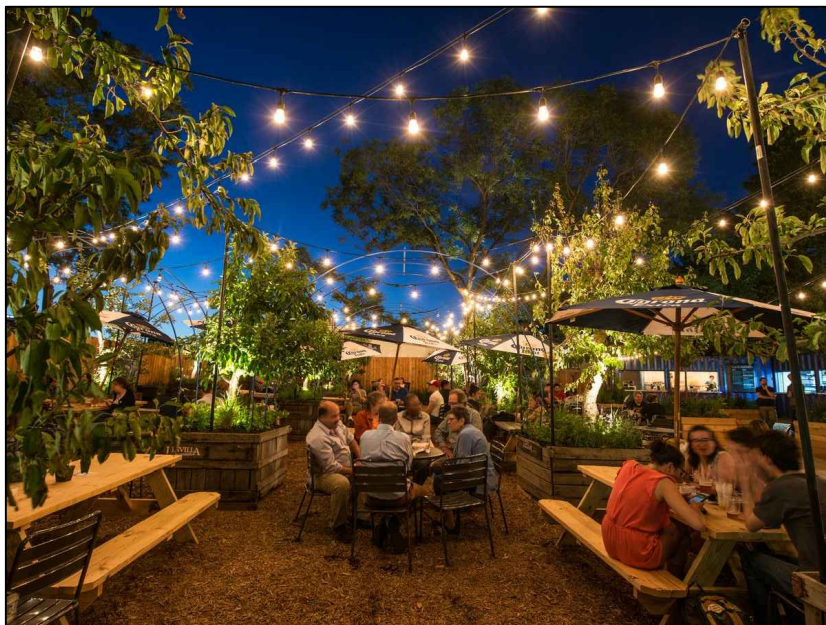
Plan Features



Seating nodes



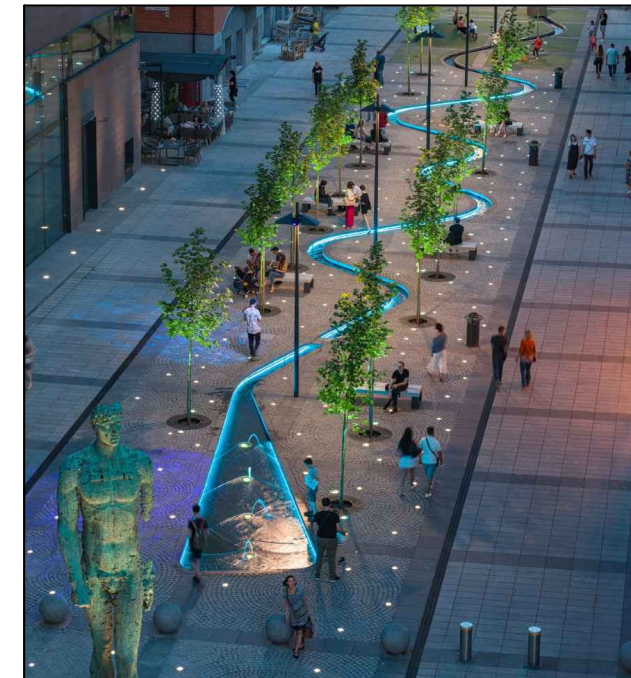
Plaza space



Food and drink areas



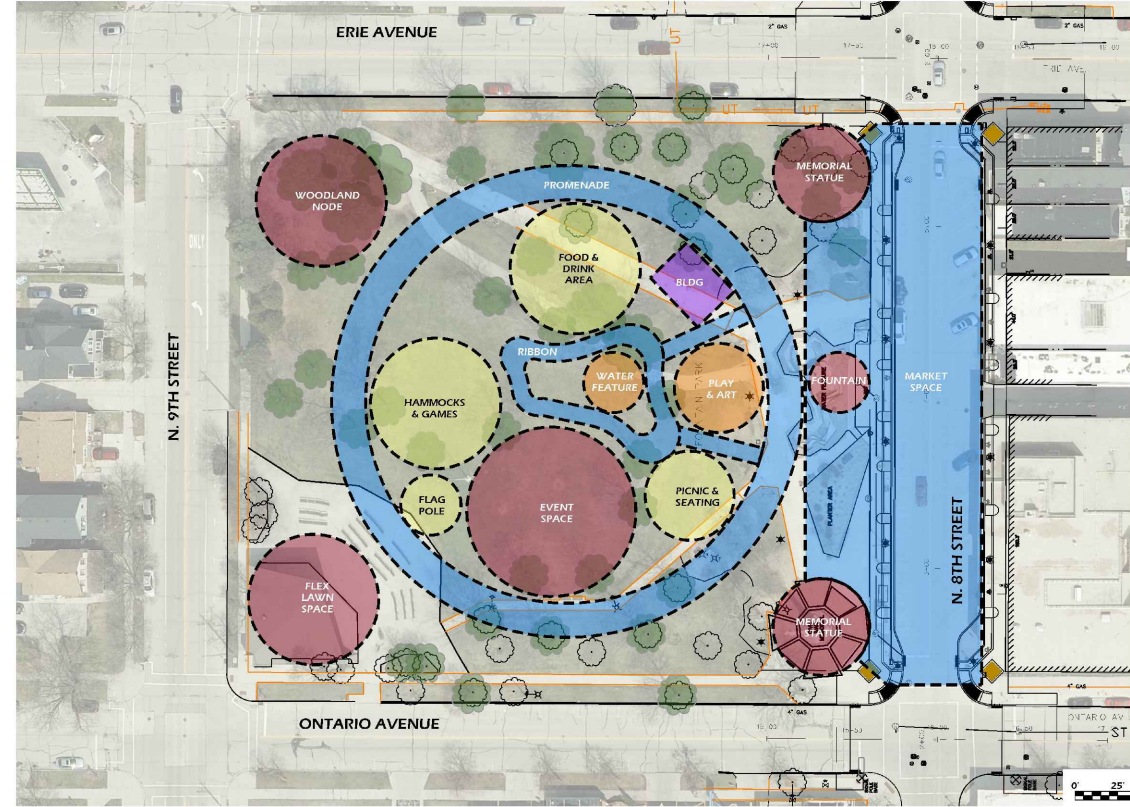
Lighting



Lighting

Concept Development

Bubble Concept - Ring



PARKITECTURE + PLANNING
 901 Deming Way, Suite 201
 Madison, WI 53717
 608.203.8203

SHEBOYGAN FOUNTAIN PARK
 1010 N. 8th Street
 SHEBOYGAN, WI 53081

Project # 24.010
 Issued For: Review
 Date: 07/19/2024

Sheet Number: **C-1**

Bubble Concept - Triangle



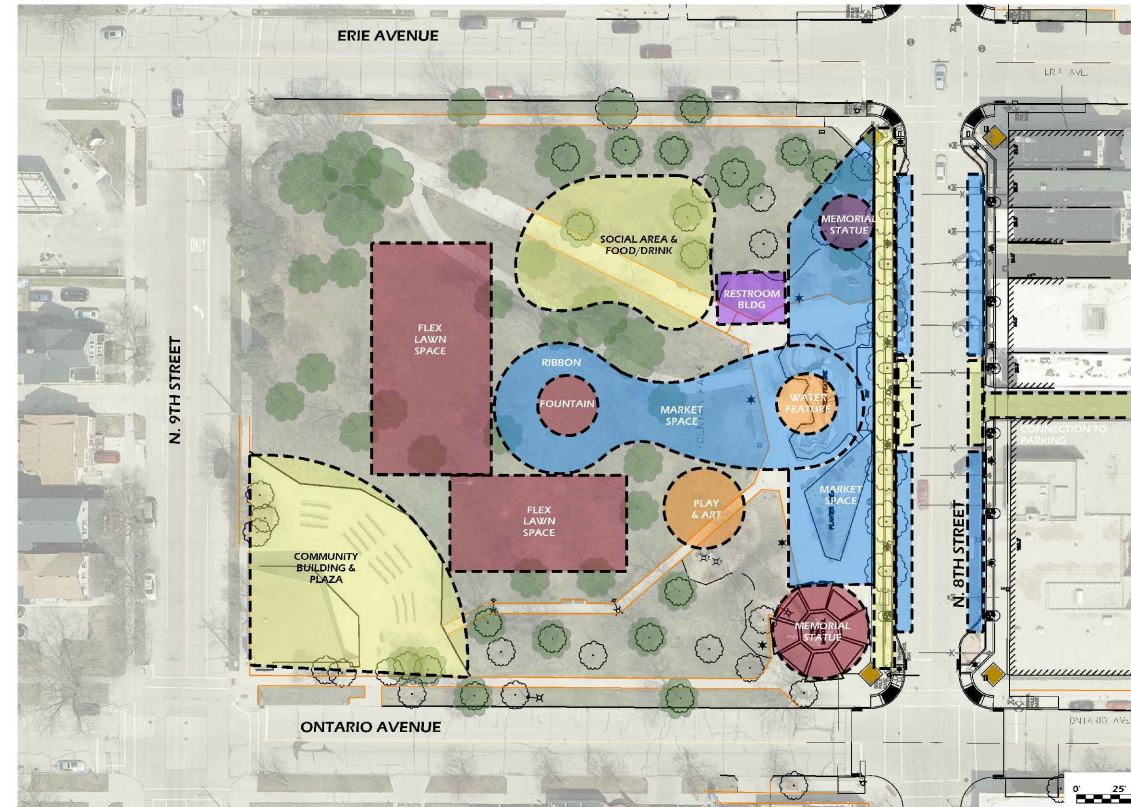
PARKITECTURE + PLANNING
 901 Deming Way, Suite 201
 Madison, WI 53717
 608.203.8203

SHEBOYGAN FOUNTAIN PARK
 1010 N. 8th Street
 SHEBOYGAN, WI 53081

Project # 24.010
 Issued For: Review
 Date: 07/19/2024

Sheet Number: **C-2**

Bubble Concept - Tee



PARKITECTURE + PLANNING
 901 Deming Way, Suite 201
 Madison, WI 53717
 608.203.8203

SHEBOYGAN FOUNTAIN PARK
 1010 N. 8th Street
 SHEBOYGAN, WI 53081

Project # 24.010
 Issued For: Review
 Date: 07/19/2024

Sheet Number: **C-3**

Exhibits Shown at July 10, 2024 PIM

File: V:\24.010_Sheboyan Fountain Park\CAD\Images - Preferred.dwg Layout: Concept Development User: parki Plotted: Oct 25, 2024 - 2:14pm

Public Process

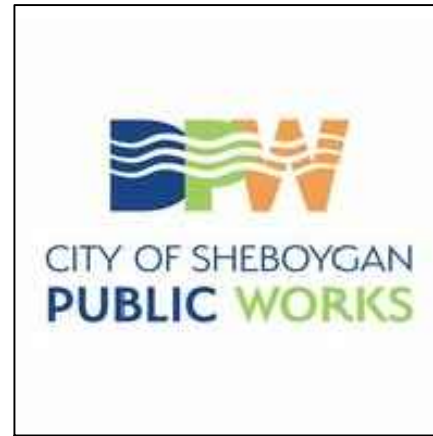
Primary Stakeholder Interviews - June 10-11, 2024



Sheboygan County Interfaith Organization / Farmers Market



Sheboygan Pops Concert Band



City of Sheboygan Parks and Forestry Staff & Transportation Staff



Harbor Centre Business District



Visit Sheboygan

Public Information Meeting (PIM) - July 10, 2024



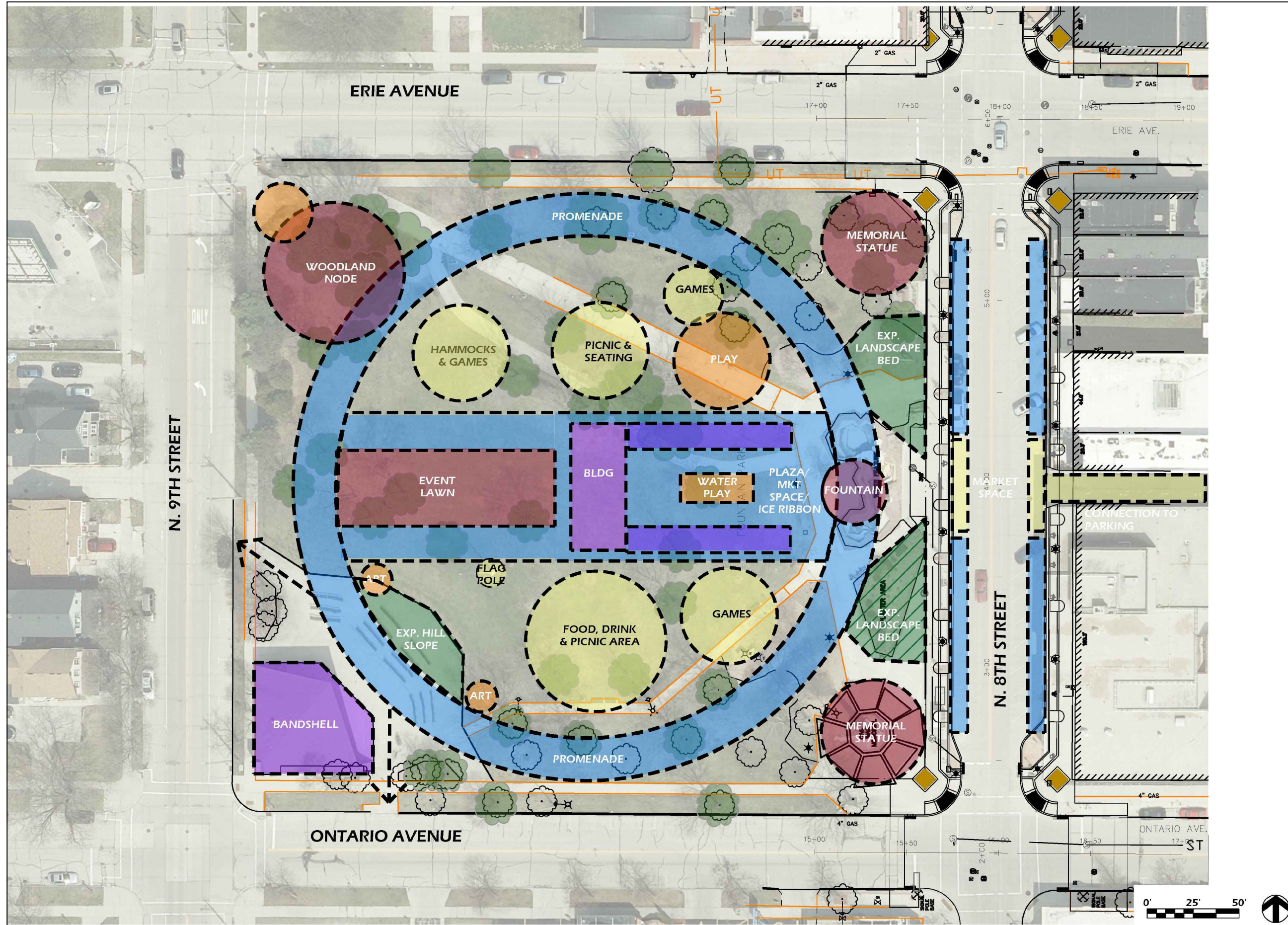
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Project Name:
SHEBOYGAN FOUNTAIN PARK
1010 N. 8th STREET
SHEBOYGAN, WI 53081
Sheet Title:
PUBLIC PROCESS

Revisions:

Project #: 24.010
Issued For: Review
Date: 10/25/2024
Sheet Number
P 204

Preferred Concept: Ring



File: V:\24.010_Sheboygan_Fountain_Park\CAD\Images - Preferred.dwg Layout: Concept_Refinement User: parki Plotted: Oct. 25, 2024 - 2:15pm

Project Name:
SHEBOYGAN FOUNTAIN PARK
 1010 N. 8th STREET
 SHEBOYGAN, WI 53081
Sheet Title:
PREFERRED CONCEPT

Revisions:	
Project #:	24.010
Issued For:	Review
Date:	10/25/2024
Sheet Number	P-205

Concept Refinement & Renderings



- | | | |
|-----------------------|---------------------|--|
| 1 ALLEY ACCESS | 6 FOOD TRUCK ACCESS | 11 ART / PLAY NODE |
| 2 NEW FOUNTAIN | 7 NEW BUILDING | 12 MARKET PROMENADE |
| 3 PLAZA | 8 EVENT LAWN | 13 RELOCATED / REDISIGNED WAR MEMORIAL |
| 4 GAMES NODE | 9 NEW AMPHITHEATER | |
| 5 FOOD & DRINK GARDEN | 10 PICNIC NODE | |

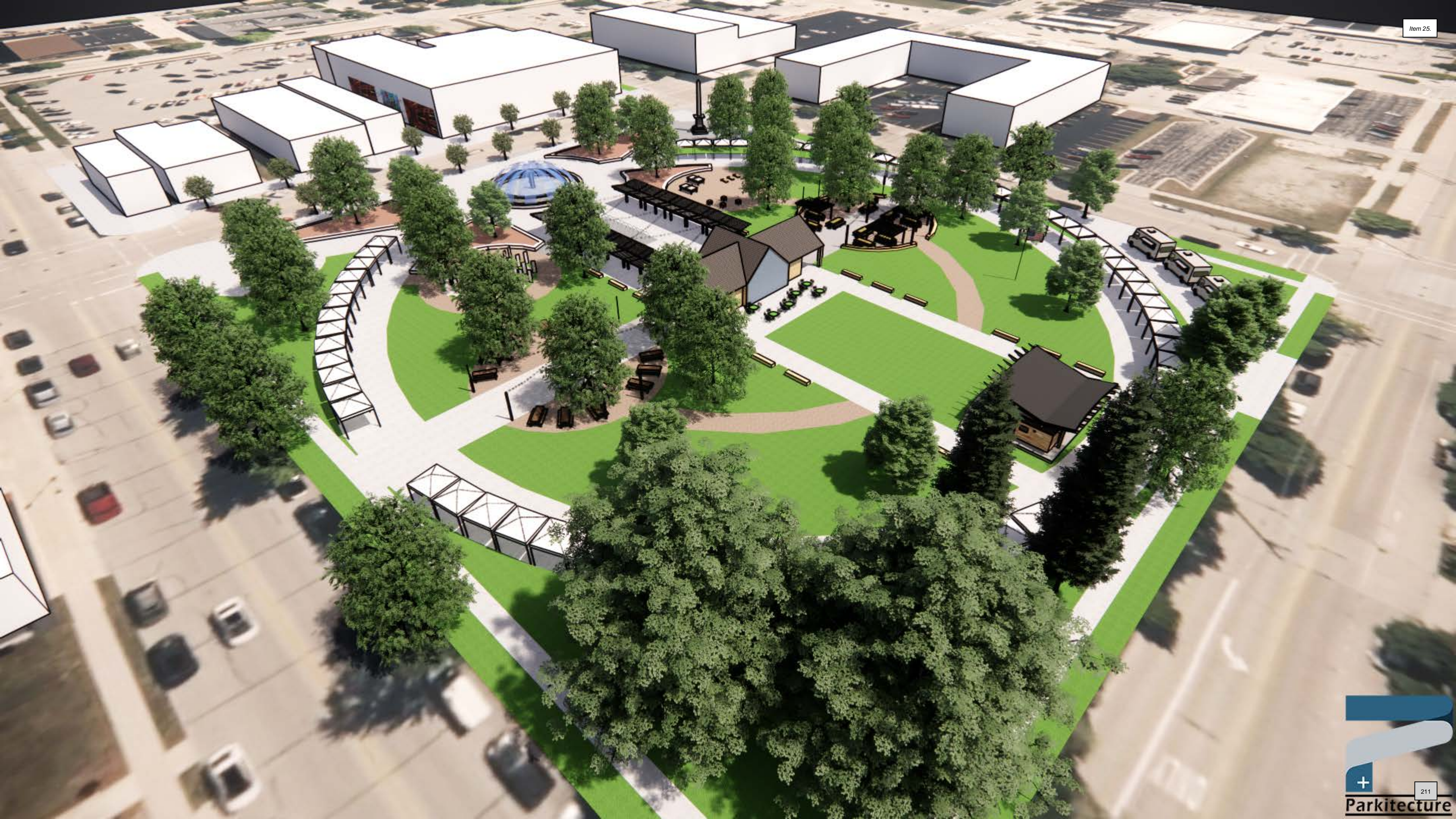
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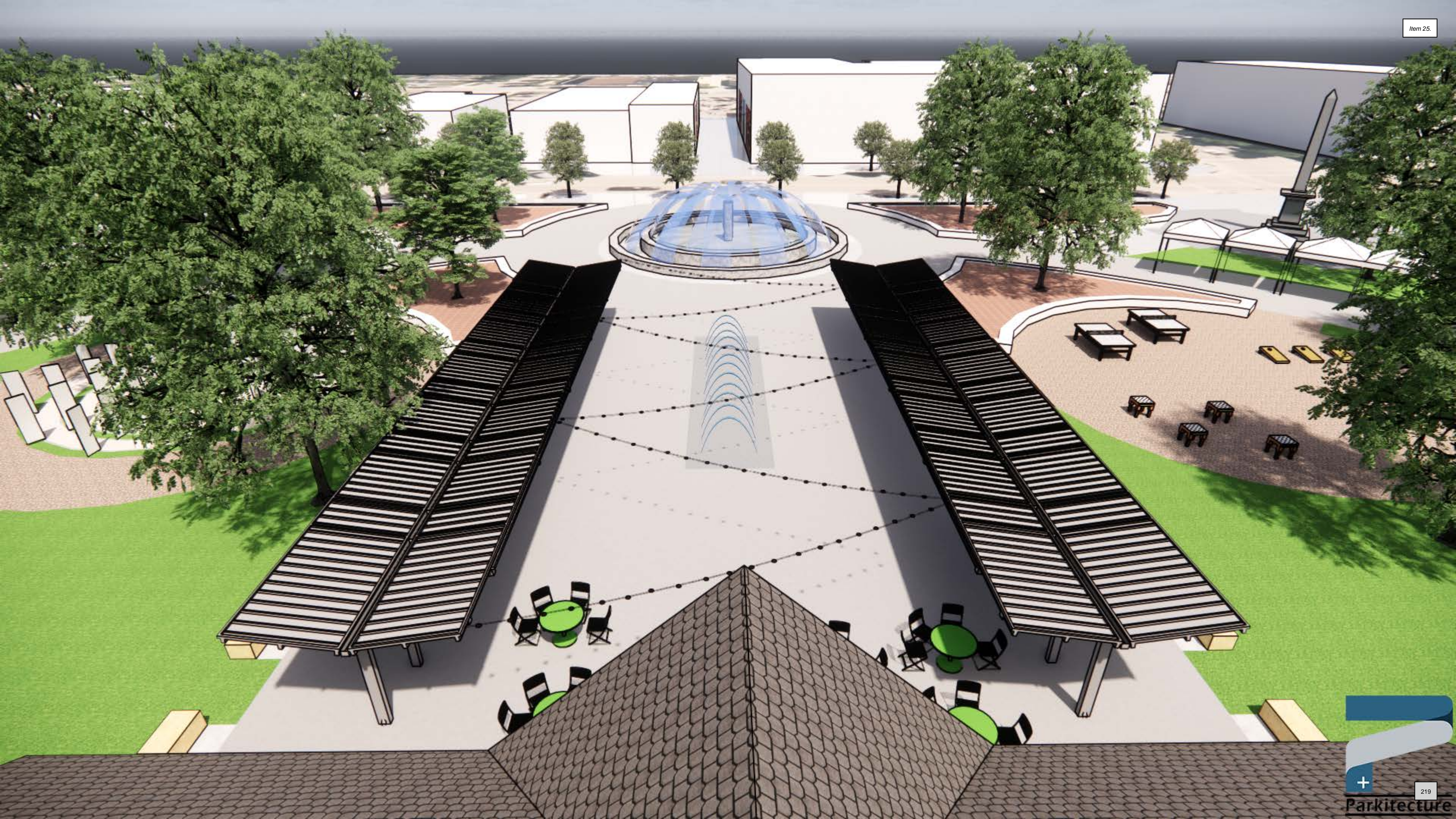




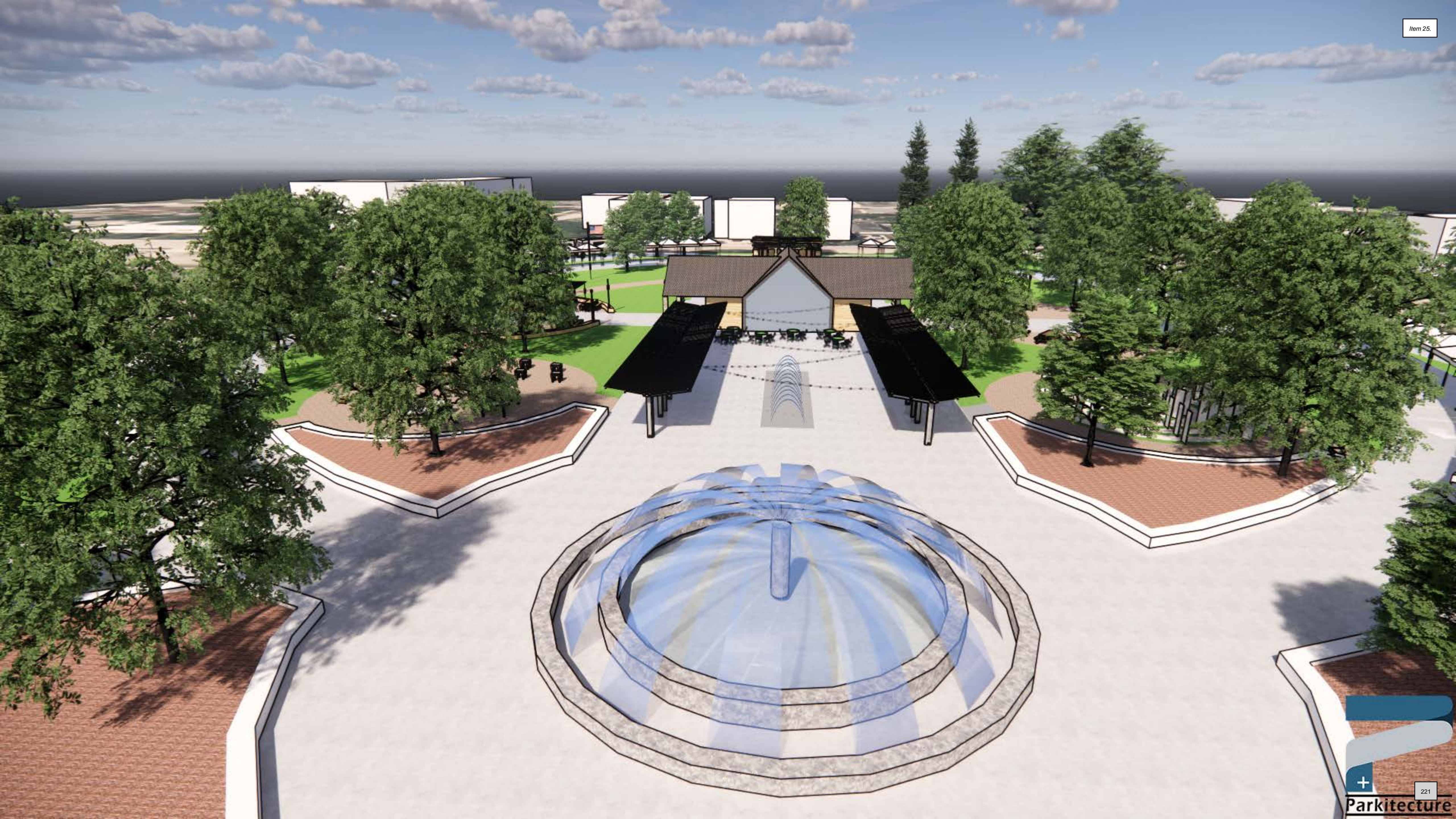


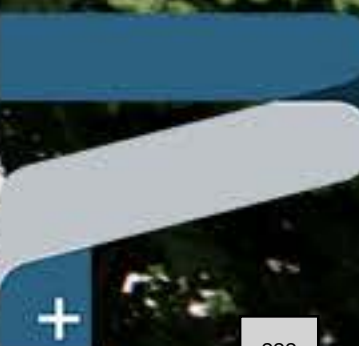
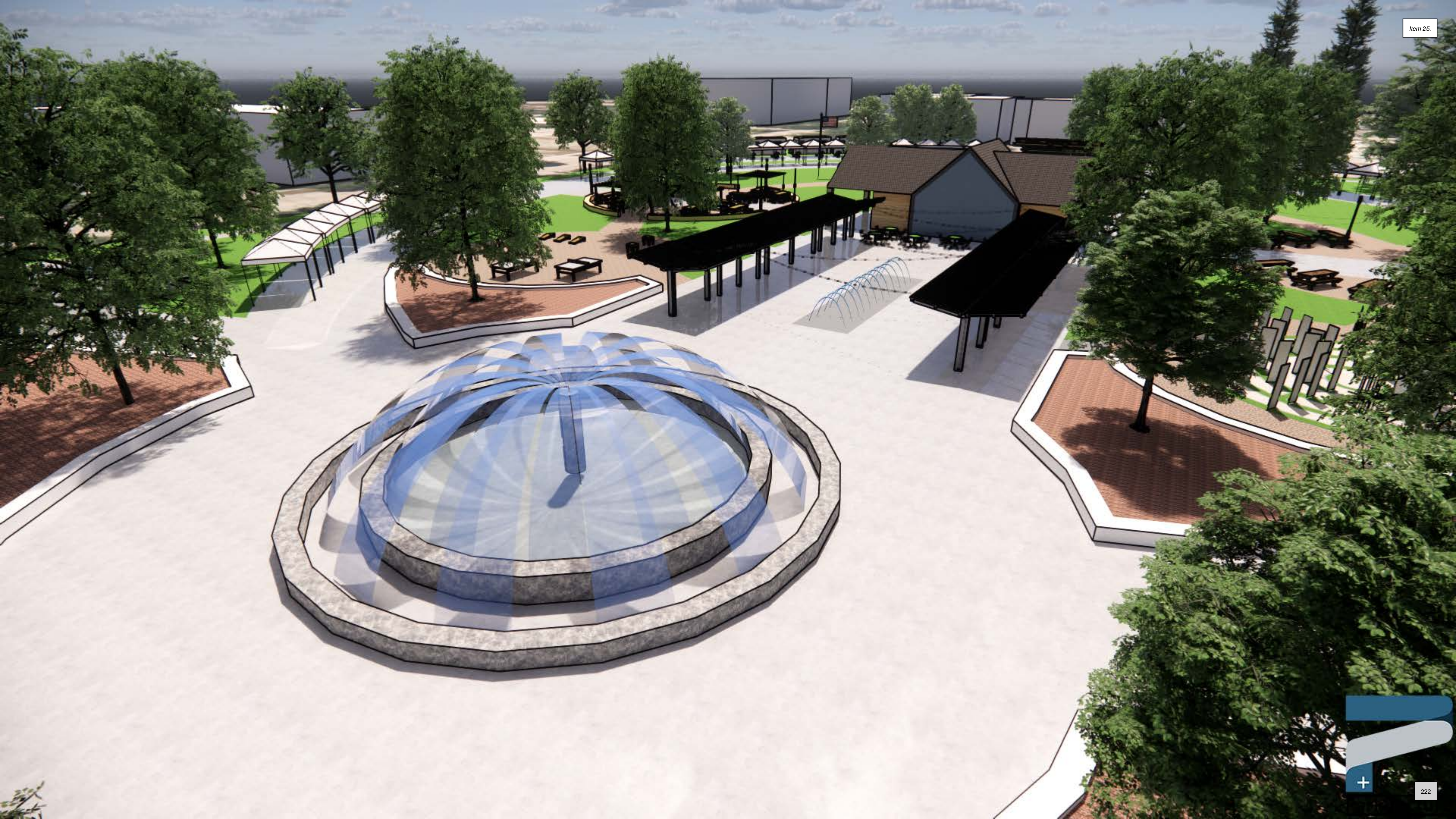


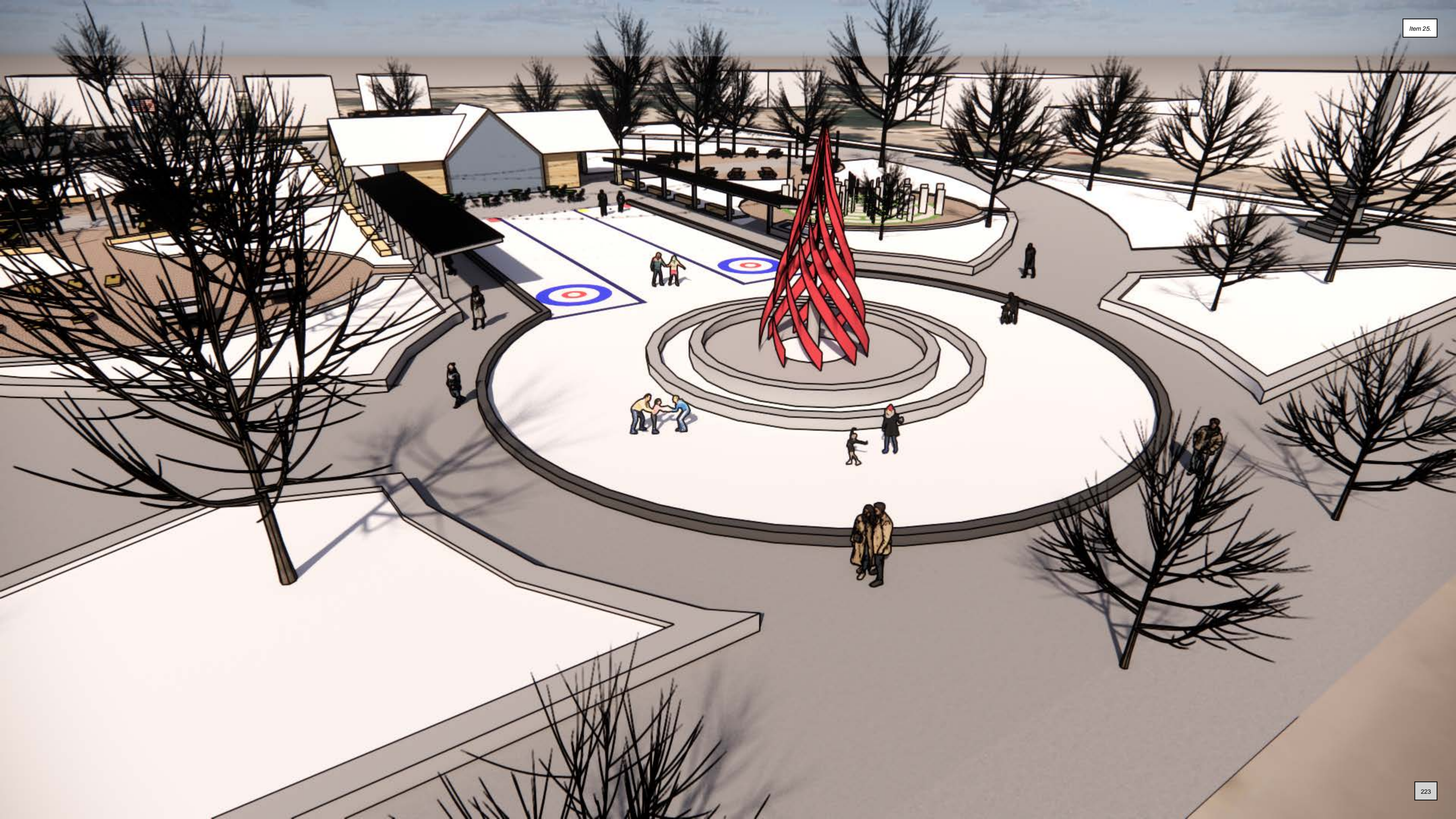






















**CITY OF SHEBOYGAN
RESOLUTION 112-24-25**

BY ALDERPERSON MITCHELL AND PERRELLA.

NOVEMBER 4, 2024.

A RESOLUTION authorizing the Finance Director to transfer the Marina Fund advance from the General Fund to the Capital Fund.

WHEREAS, the Marina Fund currently has an advance from the General Fund on its balance sheet totaling \$3,017,106.67 from previous year cash shortages; and

WHEREAS, this balance was previously held within the Debt Service Fund and moved to the General Fund in 2023 for audit compliance; and

WHEREAS, there is potential future impact on the City’s credit rating with the advance being held within the General Fund; and

WHEREAS, the Capital Fund has sufficient fund balance to transfer the Marina Fund advance out of the General Fund; and

WHEREAS, City management believes it would be in the best interest of the City to transfer the advance from the General Fund to the Capital Fund; and

WHEREAS, City staff are continuously working through a plan to repay the Marina Fund advance.

NOW, THEREFORE, BE IT RESOLVED: That the Finance Director is hereby authorized to transfer funds in the amount of \$3,017,106.67 from the Capital Fund to the General Fund for the Marina Fund advance to be reflected on the 12/31/2024 financial statements.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

_____.

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of Sheboygan

Meredith DeBruin, City Clerk, City of Sheboygan

**CITY OF SHEBOYGAN
RESOLUTION 113-24-25**

BY ALDERPERSONS MITCHELL AND PERRELLA.

NOVEMBER 4, 2024.

A RESOLUTION authorizing the Finance Director to amend the 2024 budget and transfer fund balance from the Workers Compensation Insurance Fund to the Health Insurance Fund.

WHEREAS, the Workers Compensation Insurance Fund had an unrestricted net position balance on December 31, 2023 of \$3,176,803; and

WHEREAS, the Health Insurance Fund had an unrestricted net position balance on December 31, 2023 of \$5,836,757; and

WHEREAS, the current City financial policy requires 1.5 times the average claim amount to be available in unrestricted net position; and

WHEREAS, the current three-year average annual claim amount for the Workers Compensation Insurance Fund is \$205,433; and

WHEREAS, the current three-year average annual claim amount for the Health Insurance Fund is \$4,824,081; and

WHEREAS, there is an additional anticipated surplus in 2024 for the Workers Compensation Insurance Fund; and

WHEREAS, to assist with the shortfall in the required net position of the Health Insurance Fund amount, management believes it is in the City's best interest to transfer a portion of the Workers Compensation Insurance Fund unrestricted net position to the Health Insurance Fund.

NOW, THEREFORE, BE IT RESOLVED: That the Finance Director is hereby authorized to transfer funds in the amount of \$2,800,000 from the Workers Compensation Insurance Fund to Health Insurance Fund via the following budget amendment:

INCREASE:

Health Insurance Fund –Interfund Transfers In (Acct. No. 710-492000)	\$2,800,000
Health Insurance Fund – Health Insurance – Fund Equity Increase (Acct. No. 710144-599999)	\$2,800,000
Workers Compensation Fund –Fund Equity Applied (Acct. No. 712-493000)	\$2,800,000
Workers Compensation Fund – Workers Compensation – Interfund Transfers Out (Acct. No. 712144-811100)	\$2,800,000

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

_____.

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of
Sheboygan

Meredith DeBruin, City Clerk, City of
Sheboygan

**CITY OF SHEBOYGAN
RESOLUTION 114-24-25**

BY ALDERPERSONS DEKKER AND RAMEY.

NOVEMBER 4, 2024.

A RESOLUTION authorizing the appropriate City officials to enter into a contract for the demolition of the former Wells Fargo Bank Building and related site features so as to prepare the site for redevelopment.

WHEREAS, the City of Sheboygan purchased the former Wells Fargo Bank Building property earlier this year with intentions to clear the site for redevelopment; and

WHEREAS, the City issued a request for bids #2057-24 from contractors engaged and familiar with the demolition of heavy commercial structures; and

WHEREAS, City staff has reviewed the bids and determined that the contractor submitting the lowest responsive bid has the necessary experience and qualifications to complete the work in a timely, safe and efficient manner.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are authorized to enter into the attached contract with Scott’s Excavating, Inc. in the amount of \$241,500.00.

BE IT FURTHER RESOLVED: That the appropriate City officials are authorized to draw funds in the amount of \$241,500.00 from Account No. 421660-621100 (TID # 21 Fund - Land) for the expense in order to clear the buildings for future redevelopment.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

_____.

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of Sheboygan

Meredith DeBruin, City Clerk, City of Sheboygan

**AGREEMENT
BETWEEN
THE CITY OF SHEBOYGAN
AND SCOTT’S EXCAVATING INC.
FOR THE DEMOLITION OF STRUCTURES AND ASSOCIATED SITE RESTORATION
AT 636 WISCONSIN AVENUE, SHEBOYGAN, WI 53081**

This Agreement (“Agreement”) is made and entered into effective this ___th day of _____, 2024 (the “Effective Date”), by and between the City of Sheboygan (the “City”), a municipal corporation with principal offices located at 828 Center Avenue, Sheboygan, Wisconsin, 53044, and Scott’s Excavating, Inc., a Wisconsin corporation with offices located at W3234 County Road J, Sheboygan Falls, Wisconsin, 53085 (“Contractor”).

WITNESSETH:

WHEREAS, the City owns the building and real property located at 636 Wisconsin Avenue, Sheboygan, Wisconsin, consisting of a building and paved parking areas; and

WHEREAS, the City desires to demolish the building, including the below-grade basement and other improvements located on the west one-half of the property, as depicted in **Exhibit 1B**, and restore the site to a dust-free and erosion-free condition in order to prepare the site for future development (“Services”); and

WHEREAS, the City issued Request for Bids # 2057-24 to obtain bids from qualified providers of the Services; and

WHEREAS, the City has opened the bids, and determined that Contractor’s bid (“Bid”) is the lowest responsive and responsible bid for the Services (**Exhibit 2**); and

WHEREAS, Contractor desires to provide the City with the necessary Services under the terms set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

Article 1. Scope of Services

Contractor shall perform all work associated with the work specified in **Exhibits 1, 1a,1b,1c** related to the demolition, disposal and restoration of the site (the “Services”).

Contractor shall provide all labor, machinery, equipment, licenses, permits, bonds, and travel expenses to safely and skillfully complete the project and shall dispose of all materials generated during said installation in a lawful manner (the “Disposal”). Contractor shall be responsible for obtaining any and all applicable City permits and paying any and all applicable permit fees prior to

beginning work. The City of Sheboygan does not waive permitting fees between City of Sheboygan Departmental projects.

Contractor shall be responsible for furnishing, erecting, and maintaining suitable barricades, warning signs, flashers, fencing, and other protective equipment to properly protect and safeguard its personnel and the public during all phases of the Services.

Contractor will need to plan the work in advance of mobilization and coordinate with the City's Representative. The public rights-of-way impacted by the project shall remain open to traffic, to the fullest extent practical, during the project. Lane closures necessary to accommodate replacement of concrete curb and gutter and disconnection of sewer and water utilities shall be permitted upon coordination with the City's representative.

For the avoidance of doubt, the scope of services to be provided includes:

- Provision of all permits, licensing, insurance and bonding necessary for the project.
- Complete demolition and proper disposal of the building, encompassing approximately 41,000 square feet, which includes all foundations, basement walls and floors, remaining personal property, furnishings, equipment, and machinery.
- The proper placement of erosion controls and inlet protections to ensure that stray materials do not impact the proper flow or drainage of stormwater both in City-owned catch basins and other storm water inlets in compliance with applicable federal, state, and/or local regulations;
- The placement of a "tracking pad" if determined to be prudent in order to prevent excessive tracking of mud or debris onto the roadway.
- The proper handling of all materials generated during the demolition process which may include onsite crushing of cementitious materials in accordance with all applicable regulations as detailed in the Request for Bids.
- If onsite materials crushing occurs, adequate dust and noise controls shall be provided.
- The removal and lawful disposal in a licensed landfill of all materials identified as containing asbestos and coated materials that do not contain asbestos, as current regulations do not allow for these items to be recycled or re-purposed. The regulations governing this handling can be found in the Request for Proposals, as well as addendum # 3 to the Request for Proposals.
- The removal and lawful disposal of all concrete paving, asphaltic paving, and various concrete structures in the west approximate one half of the parcel as indicated in Addendum # 2 of the Request for Proposals.
- The removal and lawful disposal of all materials and equipment such as fluorescent tubes, thermostats, oils, lubricants, chemicals as called out in the Northstar Environmental Testing Report that was included with the Request for Bids and is attached for reference to this document.
- The removal and disposal of certain elements located in the eastern one half of the parcel including light poles, sign poles etc. as detailed in Addendum # 2 of the Request for Proposals (**Exhibit 1B**).
- The proper disconnection of storm and sanitary sewers just inside the city of Sheboygan curb-line.

- The disconnection of the water service lateral at the main valve located under North 7th Street near the intersection with Wisconsin Avenue as well as replacement of the associated concrete pavement in accordance with City of Sheboygan Ordinance.
- Coordination with the City of Sheboygan third party engineering firm in order to ensure proper compaction of the materials used to infill the basement areas following removal of the building and its foundations.
- Provision and placement of materials necessary to infill basements and depressions from their base to the level of existing grades on the site to assure that future structures may be constructed on sound soils.
- Final grading or smoothing of the site to prevent water ponding.
- The complete removal and disposal of one large driveway approach on North 7th Street and replacement of concrete curb and gutter to the satisfaction of the City's Engineering Department.
- Final Grading of the project site to include all disturbed areas to a level equal to that of the City sidewalk and surrounding property.
- The furnishing and replacement of screened topsoil, high quality grass seed, and mulch to return the site to a stable and dust-free condition in accordance with City Ordinance.
- Upon completion of the work, the City expects that the west approximate one-half of the property will be devoid of any and all improvements and stabilized to prevent unwanted storm water run-off and /or water ponding.
- For the avoidance of doubt, the east one-half of the parcel including paved parking lots, sign and lamp abutments and drainage swale will remain undisturbed until Spring of 2025 when the removal of these improvements will be put to bid and contracted for separately from this agreement.
- Please refer to **Exhibits # 4 and 4A** for the Northstar Environmental Testing Reports

Article 2. Standard of Care

Contractor shall be responsible for completion of the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances ("Standard of Care"). The City's Representative shall be the sole judge of the adequacy of Contractor's work in meeting the Standard of Care; however, the City's Representative shall not unreasonably withhold its approval as to the adequacy of Contractor's performance. Upon notice to Contractor, Contractor will, without additional compensation, correct or replace any and all Services not meeting the Standard of Care which appear within a period of one year from the date of final payment of the Contract.

Contractor shall be solely responsible for all construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under this Agreement.

Article 3. City's Representative

The City designates Bernard Rammer, Purchasing Agent as the City's Representative for purposes of this Agreement. If the City's Representative deems it appropriate, the City's Representative may

consult with other employees of the City, or may retain an appropriate outside expert to assist with the management of this Project.

If the City's Representative or Engineer observes any work performed by the Contractor to not be in conformity with the Agreement, the City's Representative(s) will report that to the Contractor. The City's Representative(s) will have authority to stop any portion of the work not in conformity with the Agreement until the City has investigated and decided upon an appropriate procedure.

Article 4. Compensation

The City shall pay Contractor for the Services an amount not to exceed \$241,500.00 ("Contract Amount"). Invoices shall be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within sixty (60) days of receipt of invoice. Contractor shall submit an invoice to the City on a monthly basis and shall be based on the percentage of each quadrant completed. The invoice shall be sent to:

Bernard Rammer
 City of Sheboygan
 828 Center Ave.
 Sheboygan, Wisconsin 53081

Contractor shall be required to file waivers of lien from all suppliers and subcontractors with the Owner prior to receiving payment. The submission of any Request for Payment shall be deemed a waiver and release by Contractor of all liens and claims with respect to the work and period to which such payment request pertains except as specifically reserved and noted on such request.

Contractor shall deliver to the City a complete release of all liens arising out of this Agreement before the retained percentage or the Final Payment is paid. If any lien remains unsatisfied after the retained percentage or the Final Payment is paid, Contractor shall refund to the City such amounts as the City may have been compelled to pay in discharging such liens (including any costs and reasonable legal fees).

Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the City or its Representative prior to such work being performed, or expenses incurred. The City shall not make payment for any unauthorized work or expenses.

The City may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following:

- Payments that may be earned or due for just claims for labor or materials furnished in and about the work.
- Defective work.
- Failure of Contractor to make payments due to subcontractors, material suppliers, or employees.
- Damage to the City or a third party.

- The probable filing of claims by other parties against Contractor which may adversely affect the City.
- Reasonable doubt that the Agreement can be completed for the balance then unpaid.
- Liquidated damages due to the City.

The City will disburse, and shall have the right to act as agent for Contractor in disbursing the Withheld Amounts to the party or parties who are entitled to payment. The City will provide the Contractor with a proper accounting of all such funds disbursed on behalf of the Contractor.

The City also reserves the right to refuse payment of the final 10% due to Contractor until the City's Representative is satisfied that all subcontractors, material suppliers, and employees of the Contractor have been paid in full.

Partial payment made under this Agreement is not evidence of the proper performance by Contractor either in whole or in part, and no payment made by the City shall be construed to be an acceptance of defective or improper work. Acceptance of the work by the City shall occur only upon Final Payment by the City which will occur after Final Acceptance. The Parties recognize that more than 45 days may elapse between the submission of the last invoice and Final Acceptance or Final Payment. The City agrees to make reasonable efforts to schedule its Final Inspection in a timely manner and to process the Final Payment in a timely manner upon Final Acceptance. (For the avoidance of doubt, the warranties and guarantees in this Agreement shall continue to apply even after Final Payment by the City.)

Article 5. Appropriation of Funds

Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the City are at any time not forthcoming or are insufficient, through failure of any entity, including the City itself, to appropriate funds or otherwise, then the City shall have the right to terminate this Agreement without penalty. The City agrees that it will make its best effort to obtain sufficient funds for the Agreement to meet its obligations hereunder in full.

Article 6. Performance and Payment Bond (REQUIRED)

Contractor shall, within ten (10) days of the execution of this Agreement by the Common Council of the City of Sheboygan, provide the City with a Performance Bond and a Payment Bond in the amount of one hundred percent (100%) of the contract amount.

Failure by Contractor to perform the work in a timely or satisfactory fashion may result in forfeiture of Contractor's Performance Bond. Failure by Contractor to make necessary payments to suppliers or subcontractors may result in forfeiture of Contractor's Payment Bond.

If the Surety on any bond furnished by Contractor becomes a party to supervision or liquidation, or its right to do business in the State of Wisconsin is terminated, Contractor shall, within thirty (30) calendar days thereafter, substitute another bond or surety, both of which must be acceptable to the City.

Article 7. Schedule

Contractor shall commence work after receiving a Notice to Proceed from the City. All work shall be coordinated with the City's Representative. No work may occur on weekends, holidays without prior approval from the City's Representative.

Contractor shall complete the services within 120 calendar days of commencement, or within such extra time as may have been allowed by a mutually agreed extension (the "Deadline") Due primarily to manufacturer lead time for materials, the City's Representative shall have the authority to consent to an extension of the Deadline on behalf of the City and waive any associated penalties with liquidated damages.

Article 8. Liquidated Damages

In the event that Contractor does not complete the Services by the Deadline or the alternative final agreed upon completion date, there shall be deducted from any monies due or that may become due to Contractor, for each and every calendar day that the work remains uncompleted, a sum of One Hundred and 00/100 Dollars (\$100.00) per calendar day.

This sum shall be considered and treated not as a penalty but as fixed, agreed, and liquidated damages due the City from Contractor by reason of inconvenience to the public, added cost of supervision, and other items which have caused an expenditure of public funds resulting from his failure to complete the work.

Article 9. Workmanship and Quality of Materials

Contractor shall ensure that the System has the following warranties, which begin after Final Acceptance and completion of all training required in the Project Manual:

- All equipment purchased as a result of this Agreement shall include the equipment manufacturer's standard warranty(if applicable).
- Contractor shall provide a one-year warranty against defects for parts and labor.

All material used shall be new, newest model year, and free from defects. Items which are used, demonstrators, obsolete, seconds, or which have been discontinued are unacceptable without prior written approval of the City's Representative.

Whenever, in any document, an article, material, or equipment is defined by describing a proprietary product, or by using the name of a manufacturer or vendor, the term "or equal" or the term "the equivalent" if not inserted, shall be implied, and it is done for the express purpose of establishing a basis of durability and efficiency and not for the purpose of limiting competition. Whenever material or equipment is submitted for approval as being equal to that specified, the submittal shall include sufficient information and data to demonstrate that the material or equipment conforms to all contractual requirements. The decision as to whether such material or equipment is equal to that specified shall be made by the City's Representative. The approval by the City's Representative of alternate material or equipment as being equivalent to that specified shall not in any way relieve Contractor of responsibility for failure of the material or equipment due to faulty design, material, or

workmanship, to perform the function required by the contract documents. The City's Representative shall be the sole and final judge of equivalency.

Article 10. Safety Requirements

All materials, equipment, and supplies provided to the City must comply fully with all safety requirements set forth under state and federal law.

Contractor shall be responsible for the safety of its employees at all times and shall provide all equipment necessary to insure their safety. Contractor shall ensure the enforcement of all applicable safety rules, regulations, ordinances and laws, whether federal, state, or local.

Contractor shall provide the necessary safeguards including, but not limited to, warning signs and barricades, to avoid all necessary hazards and protect the public, the work, and the property at all times, including on days when no work is being done. The City shall not be responsible for any loss or damage to the project materials prior to their installation or to Contractor's tools and equipment from any cause whatsoever. Further the City shall not be responsible to any damage to the work in process or any materials or equipment associated with the work.

Article 11. Open Records

Both parties understand that the City is bound by the Wisconsin Public Records Law and, as such, this contract is subject to that law. Contractor acknowledges that it is obligated to assist the City in retaining and producing records that are subject to Wisconsin Public Records Law, and that the failure to do so shall constitute a material breach of the contract, and that Contractor must defend and hold the City harmless from liability under that law. Except as otherwise authorized, those records shall be maintained for a period of seven (7) years after receipt of Final Payment under the Agreement.

Article 12. Termination

The City may terminate or suspend performance of this Agreement at the City's prerogative at any time upon written notice to Contractor. The City's Representative shall have the authority to provide this written notice. Contractor shall terminate or suspend performance of the Services on a schedule acceptable to the City and the City shall pay Contractor for all the Services performed up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to Contractor's compensation and the schedule of services.

If the City fails to make payment through no fault of the Contractor for a period of 30 days after such payment is due in accordance with the Contract Documents, the Contractor may, upon 7 days written notice to the City, terminate the Agreement and recover from the City payment for all work executed and for any proven loss sustained upon any materials, equipment, tools, and construction equipment and machinery, including reasonable profit and damages.

If Contractor defaults or fails to fulfill in a timely and proper manner its obligations pursuant to this Agreement, the City may, seven (7) days after written notice has been delivered to Contractor, and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due to Contractor. In the alternative the City may, at its option, terminate this Agreement and take possession of the site and of all materials, equipment,

tools, and construction equipment and machinery thereon owned by Contractor, and may finish the project by whatever method it may deem expedient. In case the expenses incurred by the City (including payments previously made to Contractor) shall be less than the sum which would have been payable under the Agreement if it had been completed by Contractor, Contractor shall be entitled to receive the difference. However, in case such expense shall exceed the sum which would have been payable under the Agreement, Contractor will be liable and shall pay to the City the amount of said excess. By taking over prosecution of the work, the City does not forfeit the right to recover damages from Contractor or its surety for failure to complete the work in the time specified.

For the avoidance of doubt, the specific remedies identified in this Article 11 are not exclusive. In other words, the City may pursue any remedy in law or equity in the event that Contractor defaults under this Agreement.

Article 13. Default

If Contractor breaches this Agreement or fails to perform the work in an acceptable manner, it shall be considered in default. Any one or more of the following will be considered a default:

- Failure to begin the work under this Agreement within the time specified.
- Failure to perform the work with sufficient supervision, workers, equipment and materials to ensure prompt completion of said work within the time limits allowed.
- Unsuitable performance of the work as determined by City.
- Neglecting or refusing to remove defective materials or failure to perform anew such work as shall have been rejected.
- Discontinuing the prosecution of the work or any part of it.
- Inability to finance the work adequately.
- If, for any other reason, Contractor breaches this Agreement or fails to carry on the work in an acceptable manner.

The City shall send Contractor a written notice of default. If Contractor, within a period of seven (7) days after such notice, fails to remedy the default, then the City shall have full power and authority, without violation of the Agreement, to take the prosecution of the work out of the hands of Contractor, as set forth in this Agreement.

Article 14. Identity of Contractor

Contractor acknowledges that one of the primary reasons for its selection by the City to perform the Services is the qualifications and experience of Contractor. Contractor thus agrees that the Services to be performed pursuant to this Agreement shall be performed by Contractor. Contractor shall not subcontract any part of the Services without the prior written permission of the City. The City's Representative shall have the ability to provide this written permission. The City reserves the right to reject any of the Contractor's personnel or proposed outside professional sub-consultants, and the City reserves the right to request that acceptable replacement personnel be assigned to the project.

Article 15. Independent Contractor Status

During the entire term of this Agreement, Contractor shall be an independent contractor, and in no event shall any of its personnel, agents or sub-contractors be construed to be, or represent themselves to be, employees of the City. Contractor shall be solely responsible for the payment and reporting of all employee and employer taxes, including social security, unemployment, and any other federal, state, or local taxes required to be withheld from employees or payable on behalf of its employees.

Article 16. Indemnification

Contractor is responsible to the City for the acts and omissions of its employees, subcontractors, and any other persons performing any of the work under a contract with Contractor.

As such, to the extent permitted by law, Contractor shall defend and hold the City, including its officials, agents, and employees, harmless from all liability, including, but not limited to, losses, damages, costs, attorney's fees, expenses, causes of action, claims, or judgments resulting from claimed injury, death, damage to property, or loss of use of property or any person or legal entity arising out of or in any way connected with the performance of work or work to be performed under this Agreement.

Contractor shall reimburse the City for any costs, expenses, judgments, and attorney's fees paid or incurred, by or on behalf of the City, its officials, agents, or employees, or paid for on behalf of the City, its officials, agents, or employees by insurance purchased or self-insurance provided by the City.

For the avoidance of doubt, Contractor shall further hold the City, its officials, agents, and employees harmless from liability or claims for any injuries to or death of Contractor's employees (or the employees of any authorized subcontractor) arising out of or in any way connected with the work or work to be performed under this Agreement, including protection against any claim of the contractor or subcontractor for any payments under any worker's compensation law or any expenses of or any payments made by any worker's compensation insurance carrier on behalf of said contractor or subcontractor, and the contractor shall hold the City harmless from any costs, expenses, judgments, and attorney's fees with respect to any above referenced workers' compensation claims incurred or paid by the City or paid on its behalf or on behalf of its Officials, Agents, or Employees by insurance purchased or self-insurance provided by the City.

Article 17. Insurance

Contractor shall not commence work under this Agreement until it has obtained all insurance required under this Article. Additionally, Contractor shall not allow any approved subcontractor to commence work on its subcontract until the subcontractor has obtained all insurance required under this Article.

The proof of insurance referenced above shall require the insurance company to notify the City at least thirty (30) days prior to the expiration, cancellation, non-renewal, or material change in the coverage. The Certificate Holder on the proof of insurance should be listed as:

City of Sheboygan, Wisconsin
828 Center Ave., Suite 110
Sheboygan, Wisconsin 53081

The proof of insurance must contain an original signature.

Please refer to **Exhibit # 3** Insurance and Bonding Standards for additional information.

Approval of the insurance by the City shall not relieve or decrease the extent to which Contractor may be held responsible for payment of damages resulting from Contractor's provision of the Services or its operations under this Agreement. If Contractor fails or refuses to procure or maintain the insurance required by these provisions, or fails or refuses to furnish the City the required proof that the insurance has been procured and is in force and paid for, the City shall have the right at its election to terminate the Agreement.

Article 18. Conflict of Interest

Contractor declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performance of Services under this Agreement. Contractor agrees that no person having any such interest shall be employed in the performance of this Agreement.

Article 19. Waiver

No failure of either party to enforce a term of this Agreement against the other shall be construed as a waiver of that term, nor shall it in any way affect the party's right to enforce that term. No waiver by any party of any term of this Agreement shall be considered to be a waiver of any other term or breach thereof.

Article 20. Severability

The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did not contain the particular provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

Article 21. Assignment

Neither the City nor Contractor shall assign any rights or duties under this Agreement without the prior written consent of the other party. Such written approval by the City shall not relieve the Contractor of the obligations incurred by the Contractor under the terms of this Agreement.

Article 22. Third Party Rights

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and Contractor.

Nothing in this Agreement shall create any contractual relationship between any subcontractor and the City. Contractor agrees to bind every approved subcontractor (and every subcontractor of a

subcontractor) by the terms of this Agreement as far as applicable to that subcontractor’s work, unless specifically noted to the contrary in a subcontract approved in writing as adequate by the City. The City’s Representative shall have the authority to consent to a subcontract as being adequate.

Article 23. Governing Law and Venue

This Agreement shall be governed by the laws of the State of Wisconsin. Venue of any disputes arising under this Agreement shall be in the Sheboygan County Circuit Court, Wisconsin.

Article 24. Non-Discrimination

In connection with the performance of work under this Agreement, Contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability (as defined in Wis. Stat. § 51.01(5)), sexual orientation (as defined in Wis. Stat. § 111.32(13m)), or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor further agrees to take affirmative action to ensure equal employment opportunities.

Article 25. Compliance with Laws

In performing the Services under this Agreement, Contractor shall comply with any and all applicable federal, state and local statutes, ordinances, plans, and regulations. This includes all safety requirements as set forth by the Wisconsin Administrative Code and all applicable OSHA Standards.

The City reserves the right to cancel this Agreement if Contractor fails to follow the requirements of Wis. Stat. § 77.66 and related statutes regarding certification for collection of sales and use tax. The City also reserves the right to cancel this Agreement with any state or federally debarred contractor.

Contractor shall have any and all licenses and permits required to perform the work specified, and shall furnish proof of such licensing authorization and permits upon request.

Article 26. Notices

Any notice required by this Agreement shall be made in writing to the individuals/addresses specified below:

City:

Contractor:

City Clerk	Scott’s Excavating, Inc
City of Sheboygan	W3234 County Road J
828 Center Ave.	Sheboygan Falls, WI 53085
Sheboygan, Wisconsin 53083	

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the City and Contractor.

Article 27. Intent to be Bound

The City and Contractor each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners to the other party to this Agreement, and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.

Article 28. Force Majeure

Neither party shall be in default by reason of any failure in performance of this Agreement in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather. In every case, the failure to perform must be beyond the reasonable control and without the fault or negligence of the party.

Article 29. Integration and Modification

This Agreement may be modified only by a written amendment signed by both parties hereto.

This Agreement consists of the following parts, each of which is as fully a part of this Agreement as if fully set out herein:

1. This Agreement and its Attachments
2. Any Written Amendment to the Agreement which may be delivered or issued after the Effective Date of the Agreement (including Change Orders)
3. The Request for Bids (including all attachments)
4. The Plan Set for Request for Bids 2005-21
5. All Addenda to the Request for Bids
6. All Other Submittals by Contractor
7. The Performance and Payment Bonds
8. Federal Terms and Conditions Addendum

(collectively “the Contract”).

This Contract is the entire and integrated agreement between the City and Contractor regarding the subject matter of this Contract. It supersedes all prior and contemporaneous communications, representations and agreements that are not part of this Contract.

In resolving conflicts, errors, discrepancies and disputes concerning the Scope of Work to be performed by Contractor, the document expressing the greater quantity, quality, or other scope of work in question, or imposing the greater obligation upon Contractor and affording the greater right or remedy to the City shall govern. Otherwise, the documents shall be given precedence in the order set forth above.

Article 30. Non-Collusion

Contractor is certifying, under penalty of perjury, that to the best of its knowledge and belief:

1. The prices in its bid were arrived at independently, without collusion, consultation, communication, or agreement for the purpose of restricting competition as to any other matter relating to such prices with any other bidder, or with any other competitor.
2. The prices quoted in its bid were not knowingly disclosed—directly or indirectly—by the bidder prior to bid opening.
3. No attempt was made to induce any other person, partnership, or corporation to submit or not submit a bid for the purpose of restricting competition.

Article 31. Other Provisions

1. **Material Safety Data Sheet.** If any item(s) on an order(s) resulting from this Agreement is a hazardous chemical, as defined under 29 C.F.R. 1910.1200, Contractor shall provide one (1) copy of a Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy with the invoice(s).
2. **Advertising and News Releases.** Reference to or use of the City, or any of its departments, officials, or employees, for commercial promotion is prohibited. News releases pertaining to this procurement shall not be made without prior approval of the City's Representative. Release of broadcast e-mails pertaining to this procurement shall not be made without prior written authorization of the City's Representative.
3. **Foreign Corporation.** A foreign corporation (any corporation other than a Wisconsin corporation) which becomes a party to this Agreement is required to conform to all the requirements of Wis. Stat. Ch. 180 relating to a foreign corporation, and must possess a certificate of authority from the Wisconsin Department of Financial Institutions, unless the corporation is transacting business in interstate commerce or is otherwise exempt from the requirement of obtaining a certificate of authority.
4. **Guaranteed Delivery.** Failure of the Contractor to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the Contractor liable for all costs in excess of the Agreement price when alternate procurement is necessary. Excess costs shall include the administrative costs and other costs attributable to the delay.
5. **Authority.** Each person executing this Agreement on behalf of a party hereto represents and warrants to the other party: That the execution and delivery of this Agreement has been duly authorized, that the person or persons executing this Agreement have the full power, authority, and right to do so, and that such execution is sufficient and legally binding on such party to enable this Agreement to be enforceable in accordance with its terms.
6. **Intent of Contract Documents.**
 - a. The intent of this Agreement is to include in the contract price the cost of all labor and materials, water, fuel, tools, plants, equipment, light, transportation, and any other expenses that may be necessary for the proper execution and completion of the work included in the Agreement.

- b. In interpreting the Agreement, words describing materials that have a well-known technical or trade meaning shall be construed in accordance with such well known meanings unless otherwise specifically defined

Article 33. Incorporation of Required Clauses and Conditions

To the extent any applicable federal statute, regulation, or executive order requires any clause or condition to be included or incorporated into this contract between the City of Sheboygan and the contractor, and that term or condition has not been expressly included or incorporated, it is included or incorporated by reference.

To the extent Contractor is required, by this contract or by any applicable federal statute, regulation, or executive order, to include or incorporate any clause or condition into its subcontracts or Contractor agrees to ensure that any term.

Article 34: Exhibits

The following Exhibits are attached hereto and made part of this agreement:

- Exhibit # 1 Request for Bids # 2057-24
- Exhibit #1A Request for Bids Addendum 1
- Exhibit #1B Request for Bids Addendum 2
- Exhibit #1C Request for Bids Addendum 3
- Exhibit # 2 Bid Submitted by Scott’s Excavating
- Exhibit # 3 Insurance and Bonding Requirements
- Exhibit # 4 Northstar Environmental Report
- Exhibit #4A Northstar Environmental Supplemental Report

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first written above.

CITY OF SHEBOYGAN, WISCONSIN

SCOTT’S EXCAVATING, INC.

BY: _____
Ryan Sorenson, Mayor

BY: _____

ATTEST: _____
Meredith DeBruin, City Clerk

ATTEST: _____

DATE: _____

DATE: _____

**CITY OF SHEBOYGAN
INVITATION TO BID
BID 2057-24
BUILDING RAZING**

Sealed bids, in electronic format, will be received by the City of Sheboygan, in the office of the Purchasing Agent, City Hall 828 Center Avenue, Suite 205 Sheboygan, WI 53081 until **1:00 P.M., Local Time, Tuesday October 15, 2024** for the complete razing and disposal of:

**FORMER WELLS FARGO BANK BUILDING
636 WISCONSIN AVENUE, SHEBOYGAN WI 53081**

A Mandatory Pre-Bid Conference will be held on Tuesday October 8th, 2024 commencing at 9:00 AM Local Time in the parking lot immediately east of the building. In order to be considered, bidders must be in attendance.

Bidders are required to submit a completed **Bidder's Proof of Responsibility** on forms included in the bid documents. In order to be considered the completed forms must be on file no less than 5 days prior to the due date of the bids.

Bid Security in the form of a bid bond or certified check in an amount of not less than 5% of the total base bid amount must accompany the bids. This surety will protect the City of Sheboygan should the awarded bidder fail to follow through to the contract phase.

The successful bidder will be required to provide the City of Sheboygan with a Performance and Payment Bond having a face value equal to 100% of the contract amount. In addition, the bidder will be required to provide the City with a Certificate of Insurance having a separate endorsement naming the City of Sheboygan as additionally insured within ten days of notice of award.

Detailed specifications may be obtained at no cost electronically by contacting the Purchasing Agent at (920)459-3469 or via email at Bernard.rammer@sheboyganwi.gov

Bids shall be submitted on the bid forms provided in the bid documents. No bid shall be withdrawn for a period of 60 days after the scheduled due date of the bids without the consent of the City of Sheboygan. Bids will be submitted electronically in a single pdf format addressed to: Bernard.rammer@sheboyganwi.gov

The City of Sheboygan is exempt from Federal Excise and State Sales Tax.

The City of Sheboygan reserves the right to reject any or all bids, cancel this solicitation in whole or in part, waive informalities in the bidding process, or to accept any bid considered most advantageous to the City of Sheboygan.

CITY OF SHEBOYGAN
 REQUEST FOR BIDS
 BID #2057-24
 Building Razing
 DEMOLITION OF FORMER WELLS FARGO BANK BUILDING

1.0 BACKGROUND

The City of Sheboygan is soliciting sealed bids for the Demolition, Removal, Disposal and site restoration of the former Wells Fargo Bank Building located at 636 Wisconsin Avenue, Sheboygan WI. The Three Story approximate 42,000 square foot structure was built in 1957 comprised of steel and Masonry. Following removal and restoration, it is the intention of the City to offer the site for future development.

The Building has four levels including a full basement, partial second floor which housed executive offices and a rooftop penthouse which houses HVAC Equipment. It also includes a five-bay drive through banking canopy with pneumatic tube conveyance equipment. The third level is a mezzanine area between the main floor and basement which houses the main vault and several other service related rooms.

The City has contracted with Northstar Environmental Testing to perform a detailed inspection of the property to quantify the need for abatement of asbestos and Lead-Based Paint prior to standard machine demolition. **A full report is included in these bid documents.**

Further, The City has contracted with a licensed firm to remove the majority of asbestos and lead-based paint materials that are required to be removed prior to standard machine demolition.

There are a number of items identified below which will become the responsibility of the demolition contractor. Many of these items cannot be recycled or re-used and must be disposed of using proper methods. (see below)

1.1 GENERAL

The work entailed under the **Base Bid** contract consists of all permits, labor, machinery, materials to completely remove and lawfully dispose of the approximate 42,000 sq. ft main structure including basements, foundations, floors, remaining equipment and all site pavement. The Contractor shall be responsible for the proper disconnection and capping of water lines at the curb stop as well as sanitary and storm sewer at the property line to the satisfaction of the City of Sheboygan Plumbing Inspector.

Disposal of razed materials, including possible placement of clean, crushed on site concrete (if applicable) shall be done in accordance with the Wisconsin Department of Natural Resources(WDNR) regulations, Wisconsin Administrative Code NR500 and City of Sheboygan Ordinances. Any and all materials to be disposed of off-site that cannot be recycled shall be disposed of at an EPA/WDNR approved and licensed disposal Facility. Receipt of the disposal transaction with the approval of the disposal site shall be retained and presented to the City of Sheboygan before final payment will be made.

Attention is called for the need of the Contractor to review and fully understand all regulations related to the proper handling, crushing and disposal of all materials from the site in accordance with State and Federal Regulations. These Guidelines can be found within and attached to this document.

Under no circumstances will the City of Sheboygan assume any liability for the improper handling, disposal or re-use of any demolition materials generated during the work. The Demolition Contractor is solely responsible to assure that all materials are disposed of in a manner consistent with existing State and Federal Regulations including those containing **Asbestos and/or Lead which cannot be recycled.**

1.2 PERMITS

The contractor shall be required to obtain all applicable City permits and pay for Permit fees prior to beginning demolition. Contractors doing work in the City of Sheboygan are required to be **licensed** by the Building Inspection Department. This requirement includes any sub-contractors. Contact the Building Inspection Dept at (920) 459-4064 for information and costs. Please note that the City of Sheboygan does not "waive" permit fees for City projects.

1.3 BIDDER'S PROOF OF RESPONSIBILITY

Each bidder shall be required to furnish or have on file a valid Bidder's Proof of Responsibility form with the Engineering Division, Department of Public Works, City of Sheboygan, **not less than five (5) days prior to the time of opening of these bids.** Forms for filing of such Proof of Responsibility are enclosed with the bid Documents for use by all interested bidders. Said form shall fully demonstrate the bidder's financial ability, adequacy of plant, equipment, and organization, prior experience or competency to perform the work contemplated and other pertinent and material facts. (Forms are included with the bid documents)

1.4 AWARD OF CONTRACT/REJECTION OF BIDS

A. The City of Sheboygan will select a single contractor submitting the lowest responsible "Total Demolition Cost" bid indicated on the "Bidder's Proposal Form."

B. The City reserves the right to consider as unqualified any bidder that does

not habitually perform, with his own forces, the major portions of the work under this contract and/or has performed unacceptable or substandard work for the City under previous City Contracts.

C. The Agreement between the parties will be in the form of a City Purchase Order and City of Sheboygan standard agreement referencing the terms and conditions of the bid documents.

D. The City of Sheboygan reserves the right to reject any bids, cancel this Solicitation, waive any informality with the bid process and award the bid deemed to be in the best interest of the City of Sheboygan.

1.5 BONDING/INSURANCE

BID GUARANTY

No bid will be considered unless it is accompanied by a Bid Guaranty. At the option of the bidder, the guaranty may be a certified check, bank draft or bid Bond, which shall not be less than five (5%) percent of the amount of the bid. Certified check or bank draft shall be made payable to the "City of Sheboygan." Cash deposits will not be accepted. The Bid Guaranty shall insure the Acceptance of the Contract and the furnishing of insurance coverage. If the successful bidder fails to follow through to the execution of a contract the bond will be forfeited.

If your firm chooses to include a certified check as bid security, please include a **photocopy** of the check with your electronic bid submission.

B. PERFORMANCE AND PAYMENT BOND

Shall be in a sum not less than 100% of the amount of contract as awarded as security for the faithful performance of the contract, and for the payment of all persons, firms or corporations to whom the contractor may become legally indebted for labor, materials, tools, equipment or services of any nature, including utility and transportation services, employed or used by him in performing this contract work.

The failure of the successful bidder to supply the required Surety Bond within ten (10) days after receipt of contract award or within such extended period as the Purchasing Agent may grant, based upon reasons determined sufficient, the Purchasing Agent may either Award the contract to the next lowest responsible bidder or reject all bids and re-advertise for bids.

C. CONTRACTOR INSURANCE COVERAGE

The successful bidder shall not commence work under this contract until he has obtained all insurance required under this paragraph, nor shall the successful bidder allow any subcontractor to commence work on his subcontract until all similar proof of insurance required of the subcontractor has been obtained.

PLEASE REFER TO ATTACHED DOCUMENT DETAILING INSURANCE AND BONDING REQUIREMENTS

1.6 INDEMNIFICATION

The contractor agrees to save and keep the City of Sheboygan including its Officials, Agents, and Employees, free and harmless from all liability, including but not limited to losses, damages, costs, attorney's fees, expenses, causes of action, claims or judgments resulting from claimed injury, death, damage to property or loss of use of property or any person or legal entity arising out of or in any way connected with the performance of work or work to be performed under this contract, except as to the negligence of the City of Sheboygan or its employees as to which this Hold Harmless and indemnity Agreement, shall not apply. The contractor shall indemnify the City of Sheboygan for any costs, expenses, judgments and attorney's fees paid or incurred, by or on behalf of the City of Sheboygan, its Officials, Agents or Employees or paid for on behalf of the City of Sheboygan, its Officials, Agents, or Employees by insurance purchased or self-insurance provided by the City of Sheboygan as this Hold Harmless and Indemnity Agreement.

The contractor shall further hold harmless the City of Sheboygan, its Officials, Agents and Employees from liability or claims for any injuries to or death of the contractor's employees or subcontractor's employees, arising out of or in any way connected with the work or work to be performed under this contract, including protection against any claim of the contractor or subcontractor for any payments under any worker's compensation law or any expenses of or any payments made by any worker's compensation insurance carrier on behalf of said contractor or sub-contractor and the contractor shall indemnify the City of Sheboygan for any costs, expenses, judgments and attorney's fees with respect to any above referenced workers' compensation claim incurred or paid by the City of Sheboygan or paid on its behalf or behalf of its Officials, Agents or Employees by insurance purchased or self-insurance provided by the City Of Sheboygan.

1.7 SAFETY REQUIREMENTS

The contractor shall be responsible for furnishing, erecting, and maintaining suitable Barricades, warning signs, flashers, fencing etc. to properly protect and safe-guard his personnel and the general public during all phases of this contract.

1.8 PROTECTION OF EXISTING FACILITIES

The contractor shall give notice to the proper authorities in charge of streets, gas and water pipes, electric and other conduits, railroad, poles, catch basins, sewers, and all other property that may be affected by the contractor's operations, at least three days, excluding Saturday, Sunday and legal holidays, before breaking ground. The contractor shall not hinder or interfere with any persons in the protection of such property or with the operations or utilities at any time. The contractor must obtain all necessary information in regard to existing utilities. He shall protect such utilities from damage and unnecessary exposure. The cost of repairing any damage to utilities shall be the responsibility of the contractor causing said damage.

1.81

As of September 20, 2024, the following Utility preparations have been completed.

- Gas service has been removed back to the Natural Gas Main located in the “terrace” along North 7th Street by Wisconsin Public Service.
- An order to disconnect phone lines and Fiber Optic connections from the pedestal west of the main building has been completed by AT&T
- The City will arrange for removal of all electrical power from the site following the completion of ACM and LBP Abatement estimated for some time in the Month of October.
- There is a mandatory 10-day waiting period following completion of the removal of ACM’s and LBP before Demolition may begin. .
- The Water Meter will be removed. Sanitary and storm sewers are still connected and proper disconnections and capping of same will be the responsibility of the demolition contractor at the property lines.
- Central Air Conditioning systems by way of a large chiller on the roof has been purged of all Freon by a Licensed Contractor.
- 750 Gallons of Glycol Liquid heat transfer fluid associated with the rooftop Chiller has been removed and disposed of properly.
- Otis Elevator has removed the majority of oils from the elevator. Due to mechanical limitations at the time of removal a relatively small amount of oil is expected to be encountered when the hydraulic cylinder (20-30 Gallons) is removed from the ground by the demolition Contractor.
- A purchase order has been issued for the abatement of asbestos containing materials that are required to be removed and disposed of prior to machine demolition. That work is tentatively scheduled to begin on or about October 1, 2024.

1.9 SITE INSPECTION-MANDATORY

It is the responsibility of each bidder and bidder’s subcontractor to visit the site of proposed work and fully acquaint him or herself with the existing conditions and should fully inform himself as to the difficulties and restrictions in performing this contract.

A MANDATORY inspection of the building is scheduled for 9:00 A.M. CST, on Tuesday October 8, 2024 commencing in the parking lot directly east of the building.

1.10 ANTICIPATED PROJECT SCHEDULE

MANDATORY PRE-Bid Conference, **Tuesday October 8, 2024 9:00 AM**

Bidder's Proof of Responsibility Due **Monday October 7, 2024** via email

Bids Due Via Email Tuesday October 15, 2024 1:00 PM

Contract Award As soon as possible following receipt of bids

Start of Demolition As soon as possible following Contract and completion of Asbestos work.

1.11 LIQUIDATED DAMAGES

Should the contractor fail to complete the work by the agreed upon date **or by an alternate date mutually agreeable to both parties at time of contract**, or within such extra time as may have been allowed by extension, there shall be deducted from any monies due or that may become due the contractor, for each and every calendar day that the work remains uncompleted, a sum of \$ 250.00 per calendar day

This sum shall be considered and treated not as a penalty but as fixed, agreed and liquidated damages due the City from the contractor by reason of inconvenience to the public, added cost of engineering and supervision, maintenance of detours and other items which have caused an expenditure of public funds resulting from his failure to complete the work.

Permitting the contractor to continue and finish the work or any part of same after the time fixed for its completion, or after the date to which the time for completion may have been extended, shall in no way be construed as a waiver on the part of the City of Sheboygan of any of its rights under the contract.

1.12 BASIS OF PAYMENT

The work included in the **base bid** as specified, will be paid at a lump sum price, which shall be payment in full for razing, breaking down, and removals; abandonment and disconnection of utilities; for obtaining permits; for off-site disposal of razed materials site restoration and for providing all labor, bonding, tools, materials and equipment necessary to complete the work in accordance with this request for bid.

1.13 SERVICE DISCONNECT

The Contractor, with assistance from the owner will be responsible for disconnecting electricity, natural gas, water, storm sewer, and sanitary sewer services to the building. The City of Sheboygan will assist as needed. Disconnection and permanent capping of the Water and Storm sewer laterals shall be done to the satisfaction of the City of Sheboygan Plumbing Inspector.

1.14 WAGE RATES

Not Required.

1.15 HAZARDOUS MATERIALS

(See attached report from Northstar Environmental Testing for reference)

A: Asbestos

All asbestos containing materials, which are required by the State of WI to be removed prior to standard machine demolition will be removed prior to demolition by a State Certified and licensed

Contractor in accordance with Wisconsin Administrative Code Chapter NR447 and DHSS regulations and guidelines under separate contract.

See Below for Asbestos Containing materials that are the responsibility of the **Demolition Contractor** to dispose of in a licensed landfill. These materials cannot be recycled and must be transported to a licensed landfill

1. Roofing Materials are assumed to contain asbestos and must be transported to a licensed landfill along with demolition debris.
2. Concrete walls located in the Basement area of the structure which have a black mastic on them are **not able to be recycled or crushed** with other "clean concrete materials" and must be transported to a licensed landfill. The exact quantity of these materials is not known
3. Vault and Safe Components including Massive vault door
4. Approximately 400 square feet of tan adhesive behind metal paneling on walls and ceiling of room # 38. (see Northstar report.
5. Approximately 48 SF of Black Wall Covering Adhesive in Room # 36 (See Northstar Report)
6. Approximately 20,040 square feet of roofing materials assumed to contain asbestos.
7. One lot of drywall Joint compound throughout which contains asbestos but tested below the 1% point count composite threshold.
8. Exterior soffit structure above east doors

B. Lead Bearing Materials

Lead bearing Wall tile in rest rooms throughout will be removed by the City's third-party abatement Contractor prior to mobilization for demolition.

Please refer to the Northstar Environmental Testing Inventory for details.

1.16 CRUSHING OF CONCRETE ON-SITE:

Crushing of clean concrete on-site is allowed under the following conditions:

1. Crushing should occur in the central portion of the site.
2. Proper Dust Control measures (Water) must be followed at all times
3. Neighbors include a Large Residential Structure to the North, An Arts Center/Museum to the South and primarily single-family residences and small commercial businesses to the East.
4. Only concrete that meets the WDNR's definition of "clean concrete" can be considered for recycling(crushing). The demo contractor is responsible to understand what is considered clean concrete. Concrete coated with paint that is not lead-bearing paint may be used as fill, aggregate or concrete to concrete recycling in accordance with the following rule exemptions:

Reuse of clean concrete is exempt under s. NR 500.08(2)(a), Wis. Adm. Code. Certain environmental performance, location and operational requirements apply. Please review these requirements [s. NR 504.04(3)(c) and s.NR 504.04(4)] before placing used concrete on the land. For more information about this disposal exemption, refer to a separate frequently asked question, what is defined as "clean fill" that does not have to be taken to a landfill, on the DNR website at <http://dnr.wi.gov/topic/Waste/SolidFAQ.html>

PLEASE SEE ATTACHED DOCUMENT

5. The Crusher, if used will need to be located in the East parking area.

2.0 SALVABLE MATERIALS

There is no guarantee of salvable materials or property involved in this Contract. No responsibility shall be assumed by any party for loss of salvable materials due to damage, theft or condition at time of contract etc.

3.0 DEMOLITION REQUIREMENTS

The entire building and its foundations, basements, sub-basements footings and other improvements, including walkways and patios inside the City owned sidewalks shall be razed and removed off the project site.

In addition to the entire building, its foundations, footings, floors, loading docks, sump pits, stone retaining walls and footings, planters, drainage swales and building contents, the contractor shall include in the demolition cost the removal and proper disposal of:

1. All oil containing ballasts, electrical transformers, elevator cars and hydraulic machinery, HID lamps, fluorescent lamps, emergency lighting batteries, fire extinguishers, and mercury switches, EXIT signs containing possible nuclear materials etc.
2. Any and all roofing materials assumed to contain asbestos which is considered by the WDNR to be acceptable by the licensed landfill as non-regulated demolition waste.
3. Equipment with CFC (Freon) or HCFC materials.
4. Other materials, such as certain light bulbs, mercury switches, batteries, door closures, water coolers, personal property, vault door, safe deposit box cabinetry and AC units, etc. will need to be removed/managed prior to demolition **by the Demolition Contractor.**

PLEASE SEE DETAILED INVENTORY OF THESE ITEMS IN THE ATTACHED NORTH STAR ENVIRONMENTAL REPORT

5. Refer to **ATTACHED** WDNR Publication WA 651 PLANNING YOUR DEMOLITION OR RENOVATION PROJECT: A Guide to Hazard Evaluation, Recycling and Waste Disposal found at <https://apps.dnr.wi.gov/doclink/waext/wa651.pdf>
6. Curb cuts to accommodate four existing driveway aprons will need to be replaced with

concrete curb and gutter by the Demolition contractor in accordance with City of Sheboygan specifications.

7. All Parking lots, curbing, drainage swales, lighting, signage, lamp post bases, footings foundations are to be removed.

The following items shall not be razed under the base bid:

1. Street pavements, public sidewalks, and Curbing along City Streets.

4.0 BACKFILLING & SITE RESTORATION

- A. The Contractor will be responsible for back filling and site restoration including suitable compaction of the clean fill materials so as to provide for future excavation for construction of new improvements to the site in the near future. This Includes the drainage Swale in the East Parking lot area.
- B. The City will contract separately with a Civil Engineering Firm to provide compaction testing during the backfill process. This data will be shared with Future parties interested in the development of the parcel. The Demolition Contractor is expected to work with the City's Third-Party Engineering firm to allow for scheduling and proper testing during backfill operations.
- C. Site restoration shall include proper compaction (as determined by engineering Firm), rough grading, finish grading, and placement of screened, clean topsoil, high quality grass seed and mulch/straw is required to maintain the site in a dust free condition in accordance with City of Sheboygan statutes.
- D. Should weather conditions not be suitable to complete restoration including spreading of topsoil, application of grass seed and mulch The Contractor will work with the City to establish a mutually agreeable schedule. As security, the City will withhold not less than 10% of the total bid payable upon completion.
- E. There is a possibility that re-development of the Site may begin in Spring of 2025 negating the need for Topsoil, seed and Mulch. The Contractor shall include a deduct for this work should these final components not be needed,**
- D. All sidewalks and driveways inside the City owned sidewalk around the perimeter and the curb line shall be removed and the grade restored.
- E. Contractor will be responsible for the removal and disposal of all driveway aprons (4) and restoration of the concrete curb and gutter in a manner consistent with City of Sheboygan Engineering Department procedures.

- F. Finish grading of the site shall be performed in such a manner as to assure that grade is level with existing City of Sheboygan Sidewalks and surrounding parcels and that no ponding of storm water on the parcel will occur.

5.0 PARTIAL INVENTORY OF BUILDING COMPONENTS that will become the sole property and responsibility of the Demolition Contractor as a part of this **BASE** contract:

- Electrical power transformers not owned by the Utility.
- Electrical Distribution panels, conduits, raceways, wiring etc.
- All lighting fixtures including fluorescent tubes
- All permanent furnishings and fixtures
- Ceiling tiles and associated grid work.
- HVAC Equipment
- Water heating equipment and circulation pumps
- Plumbing fixtures
- Heating Thermostats
- Sump Pumps
- Carpeting and Floor coverings
- Hollow metal entranceways, steel doors, wood doors, overhead doors.
- Exit lighting including those fixtures possibly containing radioactive materials requiring controlled and regulated disposition.
- Emergency lighting fixtures that may contain lead acid batteries.
- External lighting fixtures connected to the structure and those within the confines of the City sidewalks.
- Other property, building components and fixtures
- Flag Poles
- Outdoor concrete including walkways, steps, ramps, curbs and driveways.
- Building Foundations, concrete planters, concrete exterior lighting bases and abutments.
- Assorted paints, chemical, coatings.
- Other personal Property
- Any Unregulated hazardous materials as identified in the Northstar Environmental Report attached.

SEE COMPLETE LIST OF THESE MATERIALS INCLUDED IN THE NORTHSTAR ENVIRONMENTAL REPORT

Note Regarding Electrical Panels:

The building was originally constructed in the 1950". Many electrical panels and disconnects from that era were known to contain asbestos insulation. Unfortunately, these cannot be properly inspected until electrical power has been permanently shut off from the building. Once that occurs, the City intends to have an inspection performed and further have those panels found to contain asbestos removed and disposed of in a lawful manner. **Bidders are cautioned to take this into account when preparing their bids and calculating salvage values associated with electrical distribution panels and equipment.**

6.0 SCOPE OF WORK

The City of Sheboygan Common Council has directed that bids should be obtained for the complete demolition of the structure including off-site disposal of all materials not used for backfill/restoration. This includes complete restoration of the site to a dust free condition including proper compaction of backfill material. The Scope of Work is as follows:

- Furnish City of Sheboygan with Performance and Payment bonds equivalent to 100% of the total cost of the work, a minimum of seven days prior to the start of demolition or preparations preceding demolition.
- Provide Certificate of Insurance with separate endorsement naming the City of Sheboygan as additionally insured.
- Purchase and obtain a Demolition Permit from the City of Sheboygan Building Inspection Department. (Note: City does NOT waive any permit fees).
- Contractor and all Sub-Contractors must be licensed in the City of Sheboygan with the Building Inspection Department. The cost of any and all licensure, either temporary or permanent, is the total responsibility of the Contractor and Sub-Contractors and will not be “waived” for any reason.
- Prior to obtaining a demolition permit, it will be the responsibility of the demolition Contractor, acting as General Contractor, to arrange for and assure for the proper disconnection and termination, in accordance with all codes and ordinances in effect at the time, of all utilities and provide suitable certification of such disconnection.
- Provide and install all erosion curtains and inlet protection on storm sewer inlets located in the street or right of way as may be required by the Wisconsin DNR during the demolition process.
- Temporarily protect all storm sewer inlets around the site to protect against the entry of soils or other materials during and immediately following the demolition and site restoration. These shall remain in place until the site has been rendered safe from runoff.
- Mobilization and suitable preparation of the building and the job site to allow for the work to be done in a safe manner. This may include fencing of the site. Contractor may use the rear yard for staging with the understanding that the lot will be removed and restored to a dust free condition at the end of the project at the contractor’s expense.
- Machine demolition of the entire structure including basements, sub-basements, footings, pilings, sump pits and removal of all concrete and or asphaltic pavement from the site.
- Backfilling of all areas below grade including clean materials which will provide suitable compaction readings as determined by the City’s third- party Civil Engineering firm.
- If required, de-watering of the sub-grade excavations during the back-fill process to allow for suitable compaction readings to be obtained.
- Removal and disposal in a licensed landfill of all materials from the building and site.
- When completed, the area inside the city sidewalk shall be completely leveled to a grade equal to the surrounding properties and the City Sidewalks present on three sides.
- Removal of the curbing on the North side of the property and levelling the resulting grade to match the rest of the site.

- Replacement of City owned concrete curb and gutter at (4) driveway openings in accordance with City of Sheboygan Engineering Dept. specifications.
- Placement of screened topsoil free of foreign matter is required.
- Entire site is to be seeded with high quality grass seed and covered with mulch materials such as Hydro Mulch. Inlet protection to remain in place until the threat of soil erosion and entry of soils into the storm sewer system has passed.
- De-Mobilization and submittal of final invoice following completion of any punch list items.

7.0 TIME FRAME

The City of Sheboygan Common Council will need to vote in order to award the demolition contract. This process can take up to three weeks following submission to the Council of a recommendation for award.

ATTACHMENTS

Attached please find the following documents

- 1) Northstar Environmental Testing report
- 2) Insurance and Bonding Requirements and Instructions
- 3) Building Blueprints/Drawings
- 4) Location of Water Main-Main Is 4" and valve without a curb stop
- 5) Bidders Proof of Responsibility Form (Due no less than 5 days prior to bid date)
- 6) WDNR Guidelines for recycling of demolition materials
- 7) Terms and Conditions

CITY OF SHEBOYGAN
Bid # 2057-24
Razing of Former Wells Fargo Bank
BID Submission Form
Bids Due Tuesday October 15, 2024 at 1:00 PM via EMAIL

TO: City of Sheboygan

By signing below, we certify that we have read and understand all of the specifications and requirements associated with the razing of the former Wells Fargo Bank Building and all site improvements in the City of Sheboygan and as such wish to enter a lump sum, all -inclusive bid (Base Bid) for the project as stated below:

BASE BID

For the razing of the approximate 42,000 square foot structure, including all necessary permits for the work, bonding, insurance, mobilization, site environmental protection, Utility disconnection, proper handling and disposal of remaining asbestos and lead based or Lead Bearing materials, proper handling and disposal of un-regulated hazardous items as identified in the Northstar Environmental Testing Report, machine demolition, removal of all materials from the site, disposal of all remaining materials required to be disposed of in a licensed landfill, backfilling of the sub-grade areas including accommodations necessary to allow for certification of proper compaction by others, removal of the driveway aprons, final grading, placement of clean cover materials, restoration of concrete curb and gutter in-fills and project close-out we wish to enter an ALL INCLUSIVE bid price of:

\$ _____

As surety, we also are enclosing a bid bond or Cashiers check in the amount of \$ _____ which represents not less than 5% of the total BASE BID to ensure that if awarded the project, we will proceed to execution of the contract for the work.

In addition, prior to the start of any work, we will provide to the City of Sheboygan a Performance and Payment bond with a face value equal to 100% of the Total All Inclusive cost of the project.

If awarded the bid we intend to start work on or about _____, _____, 2024 following contract signing and bonding.

Deduction if Finish landscaping is not required.

Should the City determine that the need for topsoil, seed and Mulch is not required due to site development to start in the Spring of 2025 we would offer a **DEDUCTION** of \$ _____ from the base bid above.

Company Name _____
Address _____ City _____ State _____ Zip _____
Phone _____ Fax _____ Email _____
Name _____ Title _____
Signed _____ Date _____

Please attach Copy of your Bid Security to the Email submission of your Bid

CITY OF SHEBOYGAN
REQUEST FOR BIDS # 2057-24
BUILDING DEMOLITION
ADDENDUM # 1 DATED 10/8/2024

This is Addendum # 1 dated October 8, 2024

1. **Mandatory Pre Bid** conference was held on October 8, 2024. *The sign in sheet is attached for your reference.*
2. **Bid Due Date:** The Bid due date has been changed to allow for some additional investigation. **THE NEW BID DUE DATE IS MONDAY OCTOBER 28, 2024 at 1:00 pm.**
3. **Exterior Foundation Coating:** The City has contracted with Northstar Environmental Testing to investigate the absence/presence of coatings on the exterior of the foundation walls sub-grade. That investigation will involve the excavation of (6) test holes around the foundation as well as sampling and lab testing of any coatings found. The work is scheduled for October 17, 2024. All Bidders will be furnished with copies of the reports and laboratory results as soon as they are available.
4. **Site Drainage:** I have contacted our City Engineering Dept regarding this matter and what will be needed as far as WDNR Permits. He will assess the site and together we will formulate a plan as to whether the drainage swale will remain between the parking lots. That will also include the possibility of leaving a portion of the parking lots intact on the East end of the property which would reduce site disturbance to less than 1 acre. This would also have the added advantage of eliminating the need for a WDNR stormwater permit. The recommendation will then be presented to City Administration for their consideration. More information to follow
5. **Vermiculite:** Northstar Environmental DID SAMPLE Vermiculite in both the basement as well as the first rooms. Both samples were less than 1% so are not considered as asbestos which must be removed prior to demolition. Removal and disposal of this material will be the responsibility of the demolition contractor. Please see Page # 9 of the Northstar report.

PLEASE BE SURE TO ACKNOWLEDGE RECEIPT OF THIS ADDENDUM ON YOU BID FORM

END OF ADDENDUM 1

City of Sheboygan
Request for Bids # 2057-24
Demolition of Former Bank
Addendum # 2
10-17-2024

This is Addendum # 2 Dated October 17, 2024

Item: Foundation Coating on Exterior of Basement walls (Sub-Grade)

On October 17, 2024 Northstar Environmental arranged for the excavation of (6) test holes in various spots around the foundation of the structure. Coatings were found in several of the areas. Samples of the coating were taken and are being sent to the laboratory for analysis. Final Report of the findings will be sent in Addendum # 3 in the near future.

Item: Scale back of Site work

At the pre-bid conference it was suggested that the City consider adjusting the scope of the project to allow the parking areas to remain with removal to occur at a later time under a separate contract.

This action would have several advantages including:

1. Allow for continued drainage of storm water following removal of the Building.
2. Disturbance of less than 1 acre to avoid the need for an NOI and WPDES permit.
3. Leave a paved area for staging of demolition equipment, crusher etc.
4. Allow for continued parking for Arts Center Employees until such time as re-development of the site occurs.

Therefore, please adjust the scope of work as follows for the purposes of the demolition bid:

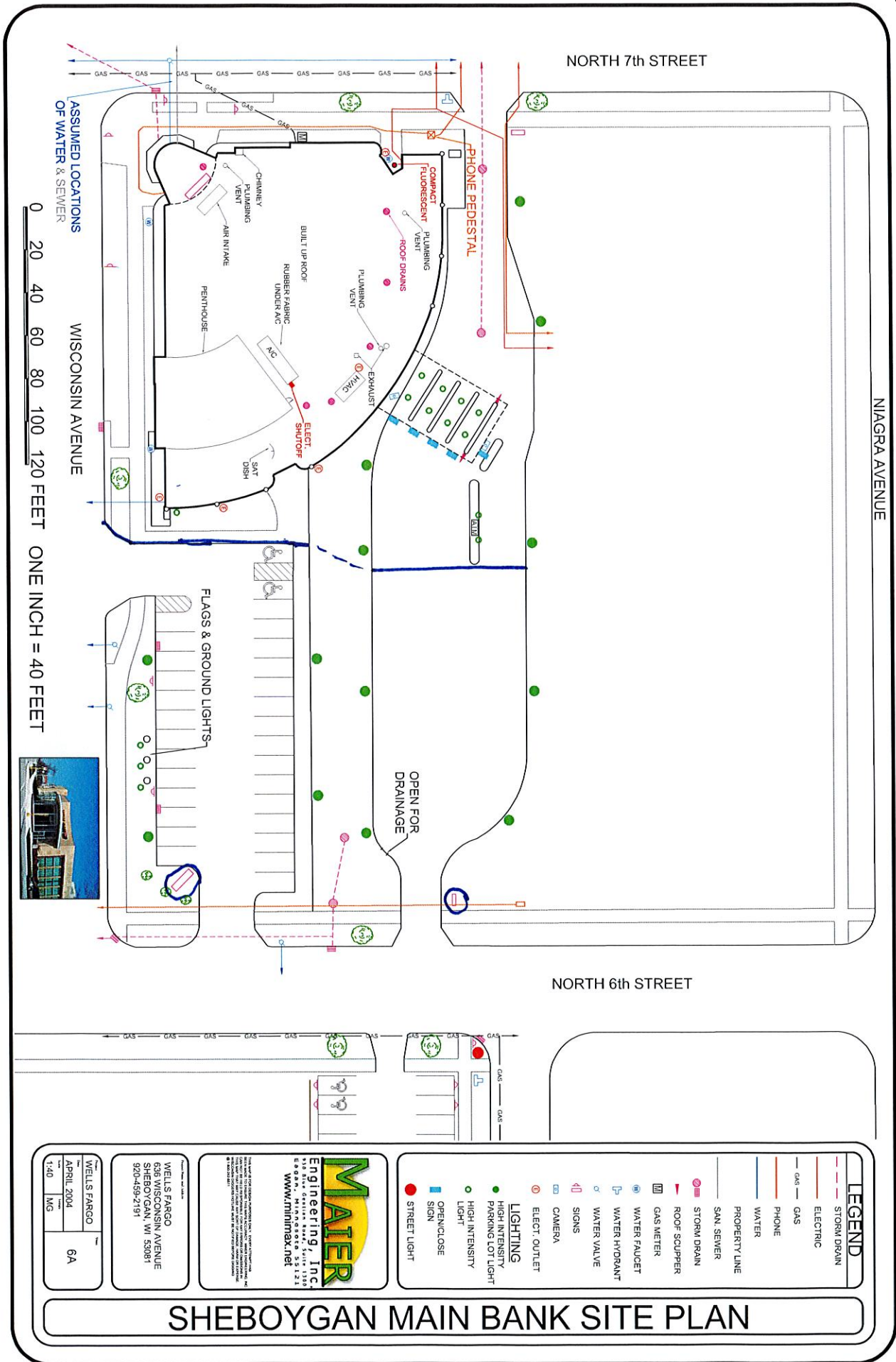
- Contractor to sawcut asphalt pavement in the lot North of the drainage swale
- Curb at west end of lot south of the drainage swale to remain
- All Improvements west of the line shown on the attached drawing are to be removed including: Building, Building Foundation, concrete pavement, asphalt pavement, light poles, light pole bases, stop sign at West driveway, West Driveway approach.
- Curb and Gutter from removed approach on N. 7th Street to be replaced by Demolition Contractor.
- All areas West of the line to be back-filled, compacted, graded smooth and topped with topsoil, seed, mulch and erosion fencing/socks until grass is established.

Work to be included to the EAST of the lines on the attached drawing includes:

- Removal of all light-poles East of the line
- Concrete light pole bases can remain.
- Removal of two metal signs and bases
- Flagpoles to be removed by City of Sheboygan prior to demolition.
- Contractor to install steel fenceposts along saw cut line in North parking lot to prevent vehicles entering the lot from trying to exit to the west.
- Drainage swale to remain largely undisturbed with the exception of plant beds on the west end west of the line.

END OF ADDENDUM # 2

ADDENDUM 3 TO BE ISSUED AS SOON AS LABORATORY TESTING REPORT REGARDING EXTERIOR FOUNDATION WALL COATINGS IS RECEIVED.



**CITY OF SHEBOYGAN
REQUEST FOR BIDS # 2057-24
DEMOLITION OF FORMER WELLS FARGO BANK BUILDING
ADDENDUM # 3**

This is Addendum # 3 dated October 24,2024. Please acknowledge receipt of this addendum in your bid submission.

Item #1 Foundation Coatings

Northstar Environmental was retained to determine the presence (or absence) of coatings on the exterior of the foundation walls as well as to perform sampling of coatings to determine whether Asbestos was a component of the coatings found.

Six test holes were excavated around the structure. One the south side of the building there is a planter which projects out from the building, The exterior wall of the planter foundation itself had no presence of coatings however excavation of the soils *within* the planter yielded the presence of a coating on the actual foundation walls.

It is important to note that the results found from the test excavations do not provide information as to the rest of the foundation exterior walls nor are they conclusive as to where the coatings containing asbestos stop and non-asbestos coatings begin. It can be assumed that the majority of the foundation exterior walls are coated with the possible exception of the planter foundation exterior wall noted herein.

In addition, Northstar re-tested several interior basement wall samples that were listed in the original Northstar report as either “assumed to contain Asbestos” or inconclusive. Those results are also included in the report.

The City has no plans to remove any coatings other than what is already contracted for and underway. The proper handling of these materials will be the responsibility of the demolition Contractor.

Item # 2 Recycling of concrete materials

No additional information was received from WDNR regarding the recycling of concrete materials bearing coatings (such as the exterior foundation walls). Please refer to the attached guidelines which were included in the original Request for Bids as to the WDNR’s published guidelines.

Bid Due Date

The bid due date remains as October 28, 2024 at 1:00 PM as stated in Addendum # 2

End of Addendum # 3

CITY OF SHEBOYGAN
Bid # 2057-24
Razing of Former Wells Fargo Bank
BID Submission Form
Bids Due Tuesday October 15, 2024 at 1:00 PM via EMAIL

TO: City of Sheboygan

By signing below, we certify that we have read and understand all of the specifications and requirements associated with the razing of the former Wells Fargo Bank Building and all site improvements in the City of Sheboygan and as such wish to enter a lump sum, all -inclusive bid (Base Bid) for the project as stated below:

BASE BID

For the razing of the approximate 42,000 square foot structure, including all necessary permits for the work, bonding, insurance, mobilization, site environmental protection, Utility disconnection, proper handling and disposal of remaining asbestos and lead based or Lead Bearing materials, proper handling and disposal of un-regulated hazardous items as identified in the Northstar Environmental Testing Report, machine demolition, removal of all materials from the site, disposal of all remaining materials required to be disposed of in a licensed landfill, backfilling of the sub-grade areas including accommodations necessary to allow for certification of proper compaction by others, removal of the driveway aprons, final grading, placement of clean cover materials, restoration of concrete curb and gutter in-fills and project close-out we wish to enter an **ALL INCLUSIVE bid price of:**

\$ 241,500.00

As surety, we also are enclosing a bid bond or Cashiers check in the amount of \$ 12075.00 which represents not less than 5% of the total BASE BID to ensure that if awarded the project, we will proceed to execution of the contract for the work.

In addition, prior to the start of any work, we will provide to the City of Sheboygan a Performance and Payment bond with a face value equal to 100% of the Total All Inclusive cost of the project.

If awarded the bid we intend to start work on or about November, 10, 2024 following contract signing and bonding.

Deduction if Finish landscaping is not required.

Should the City determine that the need for topsoil, seed and Mulch is not required due to site development to start in the Spring of 2025 we would offer a **DEDUCTION** of \$ 1850.00 from the base bid above.

Company Name Scotts Excavating Inc.
Address w3234 Lo T City Sheb Falls State WI Zip 53085
Phone 920-377-0587 Fax - Email Scottsexcavating at hotmail.com
Name Scott H Barthele Title President
Signed [Signature] Date 10-28-24

Please attach Copy of your Bid Security to the Email submission of your Bid

SCOTT'S EXCAVATING INC.
W3234 CTY J
SHEBOYGAN FALLS, WI 53085

7866
79-802/759

PAY TO THE ORDER OF City of Sheboygan

10-28 2024

twelve thousand seventy five and ⁰⁰/₁₀₀

\$ 12075.00

DOLLARS Security features included. Details on back.

W WALDO STATE BANK
119 N. DEPOT STREET
WALDO, WISCONSIN 53093

SCOTT BARTHELS

FOR _____

Scott Barthels

⑈007866⑈ ⑈075908027⑈

⑈05⑈689⑈

MP

BUS-100 (Printed By Bank-A-Count)

**CITY OF SHEBOYGAN
INSURANCE REQUIREMENTS**

**CONTRACTOR'S INSURANCE WITH BOND AND PROPERTY INSURANCE
REQUIREMENTS**

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

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

1. COMMERCIAL GENERAL LIABILITY COVERAGE

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

- | | | |
|----|--|-------------|
| 1. | Each Occurrence limit | \$1,000,000 |
| 2. | Personal and Advertising Injury limit | \$1,000,000 |
| 3. | General aggregate limit (other than Products–Completed Operations) per project | \$2,000,000 |
| 4. | Products–Completed Operations aggregate | \$2,000,000 |
| 5. | Fire Damage limit — any one fire | \$50,000 |
| 6. | Medical Expense limit — any one person | \$5,000 |
| 7. | Watercraft Liability, (Protection & Indemnity coverage) ”if” the project work includes the use of, or operation of any watercraft, then Watercraft Liability insurance must be in force with a limit of \$1,000,000 per occurrence for Bodily Injury and Property Damage. | |
| 8. | Products – Completed Operations coverage must be carried for a minimum of three years after acceptance of completed work. | |

2. BUSINESS AUTOMOBILE COVERAGE

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

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

- A. Must carry coverage for Statutory Workers Compensation and an Employers Liability with limits of:
- (1) \$100,000 Each Accident
 - (2) \$500,000 Disease Policy Limit
 - (3) \$100,000 Disease – Each Employee
- B. Employer’s Liability limits must be sufficient to meet umbrella liability insurance Requirements

4. **UMBRELLA LIABILITY** providing coverage at least as broad as all the underlying liability policies with a minimum limit of \$2,000,000 each occurrence and \$2,000,000 aggregate, and a maximum self-insured retention of \$25,000. The umbrella must be primary and non-contributory to any insurance or self-insurance carried by City of Sheboygan Products – Completed Operations coverage must be carried for a minimum of three years after acceptance of completed work.
5. **AIRCRAFT LIABILITY**, if the project work includes the use of, or operation of any aircraft or helicopter, then Aircraft Liability insurance must be in force with a limit of \$5,000,000 per occurrence for Bodily Injury and Property Damage including Passenger liability and including liability for any slung cargo.
6. **UNMANNED AIRCRAFT LIABILITY** – if the project work includes the use of, or operation of any unmanned aircraft then unmanned aircraft liability insurance must be carried with a limit of \$1,000,000 per occurrence for bodily injury liability, property damage liability and invasion of privacy liability.
7. **PROPERTY INSURANCE COVERAGE (BUILDERS RISK INSURANCE)** to be provided by the contractor, if the exposure exists.
- A. The “property” insurance amount must be at least equal to the total value of the structure(s), plus or minus any change orders. It must also include value of Engineering or Architect fees, claims preparation costs, and owner furnished equipment.
 - B. Covered property must include property on the project work sites, property in transit, property stored off the project work sites, and any equipment furnished by City of Sheboygan.
 - C. Coverage must be on a **Replacement Cost basis**, with no co-insurance penalties.
 - D. The City of Sheboygan, Consultants, architects, architect consultants, engineers, engineer consultants, contractors, and subcontractors must be added as named insureds to the policy.
 - E. Coverage must be written on a “special form” or “all risk” perils basis. Coverage to include collapse.
 - F. Coverage must include coverage for Water Damage (including but not limited to flood, surface water, hydrostatic pressure) and Earth movement.
 - G. Coverage must be included for Testing and Start up.
 - H. If the exposure exists, coverage must include Boiler & Machinery including mechanical or electrical breakdown coverage.
 - I. Coverage must include Building Ordinance or Law coverage with a limit of at least 5% of the contract amount.
 - J. The policy must cover/allow Partial Utilization by owner.
 - K. Coverage must include a “waiver of subrogation” against any named insureds or additional insureds.
 - L. Contractor will be responsible for all deductibles and coinsurance penalties.
8. **INSTALLATION FLOATER / CONTRACTOR’S EQUIPMENT** - The contractor is responsible for loss and coverage for these exposures. City of Sheboygan will not assume responsibility for loss, including loss of use, for damage to property, materials, tools, equipment, and items of a similar nature which are being either used in the work being performed by the contractor or its subcontractors or are to be built, installed, or erected by

the contractor or its subcontractors. This includes but not limited to property owned, leased, rented, borrowed, or otherwise in the care, custody or control of the contractor or subcontractor of any tier. See additional requirements for subcontractors below.

9. **PROFESSIONAL LIABILITY COVERAGE**-if project includes the use of engineers, architects, or other professionals the below coverage and limits apply.

- A. Limits
 - (1) \$1,000,000 each claim
 - (2) \$1,000,000 annual aggregate
- B. Must comply with claims-made requirements listed below

10. **BOND REQUIREMENTS**

- A. Bid Bond. The contractor will provide to the owner a Bid Bond, which will accompany the bid for the project. The Bid Bond shall be equal to 5 percent of the contract bid.
- B. Payment and Performance Bond. If awarded the contract, the contractor will provide to the owner a Payment and Performance Bond in the amount of the contract price, covering faithful performance of the contract and payment of obligations arising thereunder, as stipulated in bidding requirements, or specifically required in the contract documents on the date of the contract's execution.
- C. Acceptability of Bonding Company. The Bid, Payment and Performance Bonds shall be placed with a bonding company with an *A.M. Best* rating of no less than A- and a Financial Size Category of no less than Class VI.

INSURANCE REQUIREMENTS FOR ALL SUBCONTRACTOR(S)

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

APPLICABLE REQUIREMENTS AND PROVISIONS FOR LIABILITY INSURANCE OF CONTRACTORS / SUBCONTRACTORS / SUB-SUB CONTRACTORS

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

must also be provided or its equivalent on the Commercial General Liability coverage.

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

**PRE-DEMOLITION INSPECTION:
ASBESTOS,
LEAD-BASED PAINT,
RESTRICTED WASTE ITEMS**

Stantec

Site:
Commercial Building (former Wells Fargo Bank)
Parcel # 59281110440
636 Wisconsin Avenue
Sheboygan, WI 53081

Inspection Date: July 8, 9, 23, 2024
Report Date: July 29, 2024

NorthStar No. 240-623

Central Wisconsin
715.693.6112

Fox Cities
920.422.4888

Madison
608.827.6761

Sheboygan
920.422.4888

Asbestos • Lead Paint • Mold • Indoor Air Quality • Industrial Hygiene

July 29, 2024

Stantec
 c/o Jeff Brand
 1165 Scheuring Road
 De Pere, WI 54115

Project:	Pre-Demolition Inspection: Asbestos, Lead Paint, Restricted Waste
Site:	Former Wells Fargo Bank Parcel # 59281110440 636 Wisconsin Avenue Sheboygan, WI 53081
Building:	Commercial (former bank)
Site Date:	July 8, 9, 23, 2024
NorthStar No.	240-623

NorthStar Environmental Testing, LLC (NorthStar) was contracted by Jeff Brand on behalf of Stantec to complete an inspection for the presence of asbestos containing materials (ACM), lead-based paint (LBP) and restricted waste items (RWI) prior to the demolition of the commercial building located in Sheboygan, Wisconsin. The inspection was conducted by Dustin Gaede of NorthStar on July 8, 9, 23, 2024.

Asbestos containing materials were identified which will require abatement prior to demolition. Roofing materials are assumed to contain asbestos and require proper disposal or additional testing. Lead-based paint (glazing) was found in limited areas. Restricted waste items are present throughout the property. Please review the report in its entirety for more specific information.

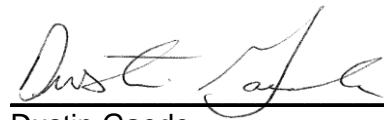
Prepared by:
 NorthStar Environmental Testing, LLC.
 1907 American Drive, Suite A3
 Neenah, WI 54956

Provided to:
 Stantec
 c/o Jeff Brand
 1165 Scheuring Road
 De Pere, WI 54115

NorthStar Environmental Testing, LLC.



Dave Barrett
 Operations Manager
 AII-01397 / LRA-01397



Dustin Gaede
 Project Manager
 AII-238193 / LRA-238193

Asbestos • Lead Paint • Mold • Indoor Air Quality • Industrial Hygiene

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Asbestos • Lead Paint • Mold • Indoor Air Quality • Industrial Hygiene

July 29, 2024

Stantec
1165 Scheuring Road
De Pere, WI 54115

Project:	Pre-Demolition Inspection: Asbestos, Lead Paint, Restricted Waste
Site Address:	Former Wells Fargo Bank Parcel # 59281110440 636 Wisconsin Avenue Sheboygan, WI 53081
Survey Date:	July 8, 9, 23, 2024
NorthStar No.	240-623

NorthStar Environmental Testing, LLC (NorthStar) was authorized by Jeff Brand on behalf of Stantec to conduct a pre-demolition survey for the presence of accessible suspect asbestos containing materials (ACM), lead-based paint (LBP) and restricted waste items (RWI) for the following site:

INSPECTION SUMMARY:

Site Address:	636 Wisconsin Avenue Sheboygan, WI 53081		
County:	Sheboygan County		
Structure Type:	Commercial (former bank)		
Building Age:	1957		
Size:	40,000 sf		
Floors	3 (plus basement)		
# of Structures:	1		
Inspector:	Dustin Gaede	Certification:	All-238193
Company Cert:	NorthStar Environmental Testing, LLC	Certification:	DHS-925800
Survey Date:	July 8, 9, 23, 2024		
Comments:	Primary building materials: concrete/concrete block foundation, wood framed/concrete block walls, brick/stone exterior, with a flat roofing system.		

ASBESTOS SAMPLING SUMMARY:

Item 28.

Number of Samples:	180		
Number Analyzed:	198 (layers)	Point Count:	2
Asbestos Materials:	Pipe Fittings 12" Floor Tile and/or Adhesive Speaker Liner Drywall Adhesive Drain Fitting/Packing Wall Covering Adhesive HVAC Canvas Wrap Mastic Elbow Wrap	Pipe Wrap 9" Floor Tile and Adhesive Light Fixture Heat Shield Ceramic Baseboard Adhesive Metal Panel Adhesive Residual Flooring Adhesive Fire Door Insulation Penetration Sealant	
Assumed ACM:	Vault/Cabinet Components, Electrical Components, Vinyl Stair Tread, Roofing Materials, HVAC Black Seam Tape, Spray-On Fire Proofing, Aircell Pipe Insulation, Dumbwaiter Doors		
Laboratory:	Eurofins CEI, Inc. NVLAP: 101768-0		
Analysis Date:	July 18, 2024 (reported)	Point Count:	July 18, 2024 (reported)

The attached Asbestos Sample Material Log details additional sample analysis data.

ASBESTOS CONTAINING MATERIAL SUMMARY:

ACM that will require abatement prior to disturbance by demolition:

Material	Bldg Level	Building Area	Quantity (approx)	Category/Comment
1 Pipe Fitting Insulation (2"-4")	B	Throughout	290 lf	Friable Good Condition On Fiberglass Insulation An additional 25% has been added to the total quantity to cover the inaccessible fittings.
	1	Throughout	60 lf	
	1.5	Central Stairway	3 lf	
	2	Throughout	250 lf	
	3	Throughout	25 lf	
Vault/Safe Components	0.5,1,2,3	Throughout	Not Quantified	Friable Good Condition (Assumed ACM)
2 Spray-On Fireproofing (gray)	B	Room 46	180 sf	Friable Good Condition On Concrete (Assumed ACM)
1 Pipe Fitting Insulation (4"-6")	B	Throughout	100 lf	Friable Good Condition On Fiberglass An additional 25% has been added to the total quantity to cover the inaccessible fittings.
	1	Throughout	10 lf	
	2	Throughout	50 lf	
	3	Throughout	20 lf	

ASBESTOS CONTAINING MATERIAL SUMMARY:

Item 28.

ACM that will require abatement prior to disturbance by demolition:

Material	Bldg Level	Building Area	Quantity (approx)	Category/Comment
Light Fixture Heat Shield (silver)	B	Throughout	9 sf (9 ea)	Friable Good Condition On Metal Light Fixtures
	0.5	Southeast Stairway	1 sf (1 ea)	
	1	South Office Toilet	1 sf (1 ea)	
	2	Central Restroom and Office 15 Toilet	2 sf (2 ea)	
	3	Stairs to 3 rd Floor	1 sf (1 ea)	
¹ Drain Fitting/Packing	B	South Mechanical Room and Room 36	30 lf	Friable Good Condition On Fiberglass Insulation An additional 25% has been added to the total quantity to cover the inaccessible fittings.
	1	Material Storage Room & North Closet	15 lf	
	2	West Cubicle Area, East Cubicle Area and Central Hallway	25 lf	
	3	HVAC Room 73	6 lf	
Fire Door Insulation (white)	3	HVAC Room 73	20 sf (1 ea)	Friable Good Condition Wood Veneer
	3	Mechanical Room 74	20 sf (1 ea)	
³ Aircell Pipe Insulation	3	HVAC Room 73	1 lf	Friable Good Condition On Metal
	3	Mechanical Room Office	38 lf	
Dumbwaiter Doors	B	Room 39	30 sf	Friable Good Condition Assumed ACM

¹ Pipe fitting insulation is believed to be present in additional areas that were inaccessible or unable to view due to HVAC ducts, pipe chases, within concrete blocks, or inaccessible due to other building components. The following rooms are believed to have additional fittings (not considered all inclusive): Storage Room 19, Storage Room 17, Men's Room 14, Lobby (west), Northwest Stairway (under stairs), Central Landing (level 1.5, above ceiling), 2nd Floor Vault (above plaster ceiling), File Storage Area (above plaster ceiling), 2nd Floor Men's Restroom (above plaster ceiling), 2nd Floor Ladies Changing (above plaster ceiling), 2nd Floor Ladies Restroom (above plaster ceiling), Room 46 (beneath floating floor), West Lobby (above ceiling), Level 1.5 Central Stairway (under stairs), Above Main Lobby's 22' Ceiling. Quantification: 1 lf = 1 fitting.

² Spray-on fireproofing was found within the former server room. It was primarily identified on the south and west walls as well as residually throughout the remaining ceiling. Loose spray-on fireproofing was identified on horizontal surfaces throughout the server room. No other accessible spray-on fireproofing was identified throughout the building. The demolition and abatement contractor should watch for additional fireproofing that may not have been accessible during the survey.

³ Additional Aircell may be present in additional areas not accessed during our site visit.

Non-Friable ACM that *may remain in place for mechanical demolition unless the attached materials (concrete, wood, metal, etc.) will be recycled, reused or crushed:

Item 28.

Material	Bldg Level	Building Area	Quantity (approx)	Category/Comment
12" Floor Tile (tan stone pattern)	B	Storage Room 16	275 sf	Cat I Non-Friable Good Condition On Concrete (non-acm adhesive)
9" Floor Tile (multiple patterns) and Adhesive (tan & black)	B	Throughout	2,900 sf	Cat I & II Non-Friable Good Condition On Concrete
	0.5	Vault and Custodial Closet	1,175 sf	
	1	North Closet (west lobby)	25 sf	
	2	Vault, File Storage and Custodial Closet	650 sf	
	3	Mechanical Room Office	240 sf	
Speaker Liner (black)	B	Throughout	7 sf (7 ea)	Cat II Non-Friable Good Condition On Metal
	1	Throughout	14 sf (14 ea)	
	2	Throughout	16 sf (16 ea)	
Drywall Adhesive (black)	B	Ladies Room 12	150 sf	Cat II Non-Friable Good Condition On Concrete Block
Ceramic Baseboard Adhesive (tan)	B	East Corridor	84 sf (168 lf)	Cat II Non-Friable Good Condition (on plaster)
12" Floor Tile and Adhesive (yellow/black)	B	Hallway B-4	260 sf	Cat I & II Non-Friable Good Condition On Concrete
	B	Room 39	475 sf	
1 Vinyl Stair Tread	B	Room 36 Stairway	20 sf	Cat I & II Non-Friable Good Condition On Concrete Assumed ACM
	B	Hallway B-6 Stairway	66 sf	
	B	Room 46	36 sf	
Metal Paneling Adhesive (tan) (walls and ceiling)	B	Room 38	400 sf	Cat II Non-Friable Good Condition On Drywall
Wall Covering Adhesive (black)	B	Room 36 (east wall)	48 sf	Cat II Non-Friable Good Condition On Metal
² Residual Flooring Adhesive (black)	1	Lobby (east)	120 sf	Cat II Non-Friable Good Condition On Concrete

Non-Friable ACM that *may remain in place for mechanical demolition unless the attached materials (concrete, wood, metal, etc.) will be recycled, reused or crushed:

Item 28.

Material	Bldg Level	Building Area	Quantity (approx)	Category/Comment
HVAC Canvas Wrap Mastic (white)	1	Electrical Room	50 sf	Cat II Non-Friable Good Condition On Fiberglass
Elbow/Pipe Wrap (black)	3	HVAC Room 73	10 sf	Cat II Non-Friable Good Condition On Mineral Wool
Penetration Sealant (black/brown)	3	Mechanical Room Office	1 sf	Cat II Non-Friable Good Condition On Metal
³ Roofing Materials	Ext	Roof	~20,000 sf	Cat I Non-Friable Good Condition Assumed ACM
	Ext	1 st Floor Soffits	40 sf	
⁴ Joint Compound	All	Throughout	Not Quantified	Friable (Composite With Drywall = <1%)
⁵ Wall Coating (black)	B	Throughout	Not Quantified	Cat II Non-Friable Good Condition On Concrete
⁶ Styrofoam Adhesive	2	North Wall (offices 1-4)	172 sf	Cat II Non-Friable Good Condition On Concrete Block
Exterior Caulking (tan/black)	Ext	Penthouse	Not Quantified	Cat II Non-Friable Good Condition On Metal
Pipe Wrap (gray/black) (8-10" line)	B	Mechanical Room 19	6 lf	Cat II Non-Friable Good Condition On Fiberglass Insulation
	B	Air Handling Unit Room 71	20 lf	
	1	Main Area: South Closet	52 lf	
	1	Main Area: Above 22' Ceiling	Not Quantified	
HVAC Seam Tape (black)	B	Room 46	200 sf	Cat II Non-Friable Good Condition On Fiberglass Assume ACM
	B	Room 47	60 sf	

¹ Vinyl stair tread and adhesive are assumed ACM per previous sampling.

² 120 sf of residual flooring adhesive was identified beneath the carpet squares. It is unknown if additional black adhesive is present in additional areas.

³ To maintain the integrity of the roof, no roofing material samples were collected. These materials should be assumed ACM and sampled if/when necessary.

⁴ Joint compound was found to contain 1.8% chrysotile asbestos. It was then composited with the drywall and found to be <1% asbestos (allowable by EPA for demolition process). Abatement of the joint compound prior to demolition is not required under WDNR regulation. Due to the potential for occupational exposure to airborne asbestos fibers, abatement prior to any renovation is strongly recommended.

⁵ Samples were taken in multiple areas throughout the basement, in which one sample came back positive for ACM. It is the recommendation of the inspector that either all black wall coating be assumed as ACM, or each room sampled (recommended 3 samples per room) to determine asbestos content. This material should also be assumed to be present on all exterior foundation walls. Item 28.

⁶ Insulation adhesive was identified on concrete block behind the uninvent heaters in offices 1 through 4. Additional adhesive may be present in other areas that were not accessed during our site visit. Any additional black insulation adhesive should be assumed as ACM or sampled to prove otherwise.

***Any ACM allowed to remain in place during demolition must remain non-friable throughout the demolition process and would require proper landfill disposal. Abatement is recommended for any non-friable ACM that may become friable due to the demolition process. The Wisconsin Department of Natural Resources (WDNR) can be consulted with any specific questions regarding these issues.**

Material quantities are listed according to visible estimates at the time of the survey. It is recommended that all quantities be further verified by the building owner and/or an abatement contractor prior to project design, bidding, budgeting and/or WDNR notification purposes.

The following materials were found to contain **1% or less asbestos (trace amount)**:

** 1% or Less Asbestos (Trace)	
Drywall/joint compound (composite)	¹ Vermiculite insulation

Please see the attached Asbestos Material Sample Log for additional sample information including materials that were found to contain no asbestos.

**** Materials containing any amount of asbestos including materials with 1% or less (trace amount), may still result in an exposure regulated by the Occupational Safety & Health Administration (OSHA). Protective equipment or a negative exposure assessment for personal exposure may be required.**

¹ Insulation material known as *vermiculite* was sampled and found to contain 1% or less asbestos in the analyzed portion. Asbestos within vermiculite is known to be a contaminant rather than an intended ingredient and therefore asbestos content within the material may vary greatly throughout the same insulated space. Because of this, microscopic analysis for the presence of asbestos in vermiculite may not be consistent. The Environmental Protection Agency (EPA) has stated that current analytical techniques may not be adequate to accurately determine the asbestos content in vermiculite.

Vermiculite found to contain 1% or less asbestos (with point count confirmation) may remain in place for mechanical demolition.

If the building is going to be renovated, the Wisconsin Department of Health Services (WI DHS) requires that vermiculite be presumed to be ACM, regardless of sample analysis, and that it be abated prior to any disturbance by renovation activity.

The following areas were inaccessible or excluded at the time of inspection and may contain additional quantities of suspect asbestos containing materials:

Inaccessible/Excluded Areas
Many areas were not accessible at the time of our assessment. Any additional suspect materials, if encountered, which differ from those tested should be assumed to contain asbestos and sampled if/when necessary.

LEAD-BASED PAINT (LBP) TESTING SUMMARY:

Item 28.

Testing Date:	July 8, 9, 23, 2024		
Contact:	Jeff Brand (Stantec) Phone: 920.883.8501		
Work Area:	Pre-Demolition		
Materials Tested Pre-Demolition:	Testing was limited to representative accessible cementitious surfaces (concrete, concrete block, brick, etc.) likely to be impacted by the planned demolition. Other areas or surfaces should be assumed to contain lead unless additional testing proves otherwise.		
LBP for Demolition Items:	Lead-based paint (glazing) was identified in limited areas on ceramic wall tile (see attached table).		
Comment:	For demolition and disposal, the State of Wisconsin defines lead-based paint as that which is equal to or greater than 1.0 mg/cm ² by XRF.		
Inspector:	Dustin Gaede	Certification #:	LRA-238193
Lead Company:	DHS-925800	Expiration Date:	08/01/2025
Testing Equipment:	Heuresis PB 200i, Serial Number: 2311		

LEAD-BASED PAINT (GLAZING) TEST RESULTS: (Positive Results Only)

Testing for lead-based paint analyzes all layers of paint on a particular surface area simultaneously. The testing does not specifically identify which layer or color of paint contains lead. A positive testing location indicates that some layer of paint on that surface contains lead in paint equal to or in excess of 1.0 mg/cm².

Reading No	Wall	Structure	Location	Member	Paint Condition	Substrate	Color	Lead (mg/cm ²)
Interior Room 013: Men's Restroom 15								
54	A	Wall	U Ctr		Intact	Tile	Green	11.4
55	B	Wall	U Ctr		Intact	Tile	Green	13.2
56	C	Wall	U Ctr		Intact	Tile	Green	14.6
57	D	Wall	U Ctr		Intact	Tile	Green	12.3
Interior Room 015: Women's Restroom 13								
63	A	Wall	U Ctr		Intact	Tile	Pink	12.9
64	B	Wall	U Ctr		Intact	Tile	Pink	13.1
65	C	Wall	U Ctr		Intact	Tile	Pink	12.6
66	D	Wall	U Ctr		Intact	Tile	Pink	12.5
Interior Room 017: Men's Restroom 10								
73	A	Wall	U Ctr		Intact	Tile	Blue	14.4
74	B	Wall	U Ctr		Intact	Tile	Blue	12.4
75	C	Wall	U Ctr		Intact	Tile	Blue	12.3
76	D	Wall	U Ctr		Intact	Tile	Blue	14.7
Interior Room 020: Ladies Restroom 8								
85	A	Wall	U Ctr		Intact	Tile	Pink	13
86	B	Wall	U Ctr		Intact	Tile	Pink	12.6
87	C	Wall	U Ctr		Intact	Tile	Pink	12
88	D	Wall	U Ctr		Intact	Tile	Pink	12.1
Interior Room 040: South Office Bathroom								
146	A	Wall	L Ctr		Intact	Tile	Tan	11.9
147	B	Wall	L Ctr		Intact	Tile	Tan	11.6
148	C	Wall	L Ctr		Intact	Tile	Tan	10.7
149	D	Wall	L Ctr		Intact	Tile	Tan	12.7

Continued on following page

Reading No	Wall	Structure	Location	Member	Paint Condition	Substrate	Color	Lead (mg/cm2)
Interior Room 047: Central Men's Restroom								
165	D	Baseboard	Ctr		Intact	Tile	Tan	12.8
167	C	Wall	U Ctr		Intact	Tile	Tan	13.2
Interior Room 048: Central Women's Restroom								
168	D	Baseboard	Ctr		Intact	Tile	Yellow	11.7
Interior Room 049: Central Women's Toilet								
169	A	Wall	U Ctr		Intact	Tile	Yellow	13.1
170	B	Wall	U Ctr		Intact	Tile	Yellow	12.5
171	C	Wall	U Ctr		Intact	Tile	Yellow	12.8
172	D	Wall	U Ctr		Intact	Tile	Yellow	12.8

Notes:

- **Tile refers to ceramic tile.**
- Wall A is the south side of the building. Walls B/C/D are determined clockwise from wall A.
- All similar materials with the same paint history are to be categorized in the same manner. For example, if a window sill on side A is positive for LBP, then all similar window sills are assumed to contain lead-based paint unless specifically tested and proven otherwise.
- Additional areas of LBP are possible in inaccessible areas, areas hidden from view or materials/substrates contained behind or within other building materials.

Please see attached "Lead-Based Paint XRF Testing Data" & site diagram for specific areas tested.

RESTRICTED WASTE ITEMS (RWI) SUMMARY:

Item 28.

Assessment Date:	July 8, 9, 23, 2024		
Work Area:	Pre-Demolition		
Material Category:	Material types as listed in WDNR guidance document WA-651.		
RWI for Demolition:	RWI were identified within the building (see attached table).		
Inspector:	Dustin Gaede	Certification #:	N/A

SURVEY LIMITATIONS:

Sample results, quantities and recommendations are for areas of the building that were accessible to us during the investigation. Additional assumed ACM, LBP or RWI that may have been located in spaces not accessible during our investigation, hidden from view, or not sampled at the client’s request may require additional sampling prior to disturbance by renovation or demolition activity (see notes if applicable).

Areas that were inaccessible and not tested or inventoried during the investigation may have included: certain wall or ceiling cavities; electrical components/wiring; gasket material; fire door interiors; boiler, tank, and vessel interiors; equipment components and interiors; chimneys/flues/stacks; spaces requiring confined space entry procedures; structurally unsafe areas; isolated or inaccessible building areas; underground or buried components; and mechanical spaces or equipment that would require extensive demolition or dismantling to provide adequate access for material identification or sampling.

Roofing materials including built-up and membrane roofs, and associated flashings and coatings may have been assumed to be ACM (see applicable inspection notes).

Building materials or substrates that were exempt from sampling may have included metal, glass, wood, or fiberglass (exempt by WI DHS 159.04 (50)). Additional materials not accessible or not sampled during the survey may have include included items such as miscellaneous caulks, sealants and construction adhesives that were not readily accessible to sample (may be located between layers of building components); concrete, concrete block, brick, stone, foam insulation, and carpet. These materials are typically non-friable in nature but may require further sampling to confirm or deny the presence of asbestos.

Additional suspect materials encountered during renovation or demolition activity that differs from materials sampled or described during this survey must be assumed to contain asbestos and be managed as ACM, abated or sampled to determine asbestos content prior to disturbance.

Material quantities are listed according to visible estimates at the time of the survey. It is recommended that all quantities be further verified by the building owner or abatement contractor prior to project design, bidding, budgeting and/or WDNR notification purposes. Material quantification was not performed for any sampled material found to be asbestos free or containing 1% or less asbestos.

ANALYTICAL DISCUSSION:

Bulk sample analysis for asbestos was performed by polarized light microscopy (PLM); method Bulk EPA 600. Samples showing a result of "None Detected" were found to contain no asbestos in any analyzed portion of the sample.

EPA defines an ACM as a material that contains asbestos unless the asbestos concentration is found to be 1% or less asbestos by PLM. Materials confirmed by a point count result of 1% or less asbestos may be treated as a non-ACM. The building owner or client should be aware that exposure to asbestos is still possible when disturbing materials with 1% or less asbestos (trace amount) present and that OSHA worker protection procedures may be necessary.

REGULATORY RECOMMENDATIONS: (ASBESTOS)

Wisconsin Department of Health Services (WI DHS); Wisconsin Department of Natural Resources (WDNR); Environmental Protection Agency (EPA); Occupational Safety & Health Administration (OSHA)

All friable ACM as well as non-friable ACM that would likely be made friable by intended demolition processes are required to be abated prior to disturbance.

Non-friable ACM (confirmed or assumed) remaining during demolition must be disposed of properly as demolition debris at an approved landfill (landfill requirements vary). Non-friable ACM typically require abatement prior to any material recycling procedure. For any building that will be subject to burning, all confirmed and assumed ACM must be removed. Materials containing any amount of asbestos including materials with 1% or less (trace amount), may still result in an exposure regulated by OSHA. Protective equipment or a negative exposure assessment for personal exposure may be required.

Abatement shall be performed by an abatement company utilizing trained and certified worker/supervisor and further licensed as an asbestos company by WI DHS, Asbestos Regulation 159.

Refer to WDNR 447; and WI DHS 159 for complete information on requirements for asbestos abatement and asbestos material disposal. Questions regarding asbestos abatement issues can be directed to the WDNR Asbestos Program Coordinator at (608) 266-7718. ***Important*** additional information on the proper management of asbestos, the demolition process, and other materials that need to be managed prior to demolition (light bulbs & ballasts, mercury & freon containing devices, etc.) can be found at:

- WI DHS <http://dhs.wisconsin.gov/asbestos/>
- WDNR <http://dnr.wi.gov/topic/Demo/Asbestos.html>
- WDNR <https://apps.dnr.wi.gov/doclink/waext/wa651.pdf>
- OSHA <https://www.osha.gov/laws-regs/regulations/standardnumber/1926/1926.1101>

REGULATORY RECOMMENDATIONS: (LEAD-BASED PAINT)

Wisconsin Department of Health Services (WI DHS); Wisconsin Department of Natural Resources (WDNR) Environmental Protection Agency (EPA); Occupational Safety & Health Administration (OSHA); Housing and Urban Development (HUD)

The EPA and HUD defines LBP as equal to or greater than 1.0 mg/cm² measured by X-ray fluorescence (XRF) analysis, or 0.5% (5000 ppm) measured by weight through laboratory analysis. The State of Wisconsin has adopted the same definition of lead-based paint (primarily for residential HUD applications and for building demolition/disposal).

For worker exposure applications, lead in any quantifiable amount, and disturbance of the material creating dust and/or fumes and subsequent potential worker exposure would be regulated by the OSHA Lead in Construction Standard (29 CFR 1926.62).

Building materials coated with LBP that would likely be impacted or disturbed by intended renovation processes require special handling prior to or during disturbance (controlled work area, wet methods, hepa assisted tools or vacuums, avoiding prohibited methods – see OSHA or WI DHS regulations). If LBP is removed from the underlying substrate resulting in accumulated lead waste, additional work practices, disposal methods or testing of the waste by TCLP method may be required.

Our non-destructive testing by XRF has been performed in an attempt to screen for areas with quantifiable lead above regulatory limits on painted substrates. The reportable limit of detection is essentially 1.0 mg/cm² by XRF analysis and therefore paint chip analysis would be recommended for a more accurate determination of lead in paint below this level or to rule out lead in any quantifiable amount.

REGULATORY RECOMMENDATIONS: (LEAD-BASED PAINT) continued:

Item 28.

The testing performed was limited in scope and does not constitute a full lead paint inspection. Testing for lead in paint was conducted to assist with planning in regard to lead-safe construction practices and/or disposal or recycling activities. A surface-by-surface visual assessment of painted components was conducted at the property to determine which surfaces to test. Renovation activity beyond the anticipated work scope specified at the time of our site visit may require additional testing prior to disturbance.

Inaccessible areas hidden from view or contained within or behind other building materials may contain additional areas of suspect LBP. Any additional surfaces not specifically identified should be assumed to contain LBP unless tested and proven otherwise.

The calibration of the XRF analyzer was verified before and after testing by taking three readings from a source known to contain 1.02 mg/cm² lead (NIST Standard Reference Material). The three positive calibration readings were followed by a sample on bare wood containing no LBP.

Concrete, brick, or stone coated with LBP require disposal in a WDNR approved landfill and may require additional Toxicity Characteristic Leaching Procedure (TCLP) testing to further evaluate the waste. Concrete, brick, or stone that is not coated with LBP may be considered clean for recycling purposes **if other requirements are met**. Please refer to the WDNR Publication WA 605, Concrete Recycling and Disposal Fact Sheet. This publication contains **important** information on the recycling process along with who to contact at the WDNR for additional clarification, information, and approval; and can be found at:

- <https://apps.dnr.wi.gov/doclink/waext/WA605.pdf>

Reuse of clean concrete is exempt under s. NR 500.08(2)(a), Wis. Adm. Code. Certain environmental performance, location and operational requirements apply. Please review these requirements [s. NR 504.04(3)(c) and s.NR 504.04(4)] before placing used concrete on the land. For more information about this disposal exemption, refer to a separate frequently asked question, *What is defined as "clean fill" that does not have to be taken to a landfill?*, on the DNR website at:

- <http://dnr.wi.gov/topic/Waste/SolidFAQ.html>

REGULATORY RECOMMENDATIONS: (RESTRICTED WASTE ITEMS)

Wisconsin Department of Natural Resources (WDNR); Environmental Protection Agency (EPA)

In preparation for the upcoming structure demolition, a restricted waste items inventory was completed within applicable areas of the buildings. The inventory provides an overview of materials likely to be categorized as restricted waste per the WDNR guidance document WA-651, and requirements for proper handling of these materials, including safe removal, recycling (if applicable) and/or proper disposal.

The restricted waste items inventory was limited to currently accessible materials and may have excluded certain personal or movable items that are expected to be salvaged or removed by the building owner. Typical areas that may be inaccessible during an investigation include but are not limited to: wall or ceiling cavities; locked or operable electrical panels, operating equipment interiors and spaces requiring confined space entry procedures. No material testing was performed, and certain presumptions may have been made due to absence of labeling. Quantities given are approximate as noted during the site survey. These quantities should be verified by a qualified remediation contractor prior to planning a specific response action.

REMARKS:

The survey and subsequent report have been performed according to applicable regulations and generally accepted industry standards and practices in this locality under similar conditions. Information provided to us by the building owner/occupant, client or other interested party that may have been utilized in the performance and reporting of the survey was accepted in good faith and can only be assumed to be accurate. The findings and recommendations made are representative of our professional opinion based on currently available information; no other warranty is implied or intended.

Please contact us if you have any questions regarding the presented information or the project in general.

Sincerely,
NorthStar Environmental Testing, LLC.



Dave Barrett
Operations Manager
All-01397 / LRA-01397



Dustin Gaede
Project Manager
All-238193 / LRA-238193

Stantec

**636 Wisconsin Avenue
Sheboygan, WI 53081**

July 8, 9, 23, 2024

ASBESTOS MATERIAL SAMPLE LOG

Client:	Stantec	NorthStar No.:	240-623
Location:	636 Wisconsin Avenue Sheboygan, WI 53081	Date Collected:	July 8, 9, 23, 2024
Work Area:	Pre-Demolition	Inspector:	Dustin Gaede
Laboratory:	Eurofins CEI, Inc.	Date Analyzed:	July 18, 2024 (reported)

Sample ID	Bldg. Level	Material Location	Material Sample	Description	Asbestos Content
623-1 Layer 1	B	Mechanical Room 19 (east wall)	Brick Mortar	Gray	None Detected
623-1 Layer 2	B	Mechanical Room 19 (east wall)	Brick Mortar	Red	None Detected
623-2	B	Mechanical Room 19	Fiberboard Ceiling	Gray, Brown, Black	None Detected
623-3 Layer 1	B	Mechanical Room 19	Pipe End Encapsulant	White	None Detected
623-3 Layer 2	B	Mechanical Room 19	Fiberglass Insulation	Yellow	None Detected
623-4 Layer 1	B	Mechanical Room 19	Wrap	Gray	None Detected
623-4 Layer 2	B	Mechanical Room 19	Pipe Fitting	4"-6" Gray	5% Chrysotile 5% Amosite
623-5	B	Mechanical Room 19 (ceiling)	Plaster Base Coat	Gray, White, Gold	None Detected
623-6 Layer 1	B	Mechanical Room 19	Pipe Wrap	8"-10" Gray/Black	2% Chrysotile
623-6 Layer 2	B	Mechanical Room 19	Insulation	Yellow	None Detected
623-7	B	Storage 18	HVAC Wrap (on fiberglass)	White, Black	None Detected
623-8 Layer 1	B	Storage 18	Wrap Adhesive	White	None Detected
623-8 Layer 2	B	Storage 18	Fiberglass Insulation	Yellow	None Detected
623-9	B	Storage 17	Drywall	White, Brown	None Detected
623-10	B	Storage 17	2'x4' Ceiling Tile	Pinhole Crater	None Detected
623-11	B	Hallway B-1 (north wall)	4" Vinyl Baseboard	Brown	None Detected
623-12	B	Hallway B-1 (north wall)	Vinyl Baseboard Adhesive (on drywall)	Tan	None Detected
623-13	B	Hallway B-1	Paneling Adhesive (on wood)	Brown	None Detected
623-14	B	Hallway B-1	Vibration Isolator (on metal)	White, Gray	None Detected
623-15	B	Storage 16	12" Floor Tile	Tan, Stone Pattern	2% Chrysotile

ASBESTOS MATERIAL SAMPLE LOG

Client:	Stantec	NorthStar No.:	240-623
Location:	636 Wisconsin Avenue Sheboygan, WI	Date Collected:	July 8-9, 2024
Work Area:	Pre-Demolition	Technician:	Dustin Gaede
Laboratory:	Eurofins CEI, Inc.	Date Analyzed:	July 18, 2024

Sample ID	Bldg. Level	Material Location	Material Sample	Description	Asbestos Content
623-16	B	Storage 16	Floor Tile Adhesive (on concrete)	Tan	None Detected
623-17	B	Storage 16 (north wall)	4" Vinyl Baseboard	Clear	None Detected
623-18	B	Storage 16 (north wall)	Vinyl Baseboard Adhesive	Tan, Brown	None Detected
623-19	B	Room 24 (bottom layer)	9" Floor Tile (beneath carpet squares)	Brown w/ Tan Streaks	None Detected
623-20	B	Room 24 (bottom layer)	Floor Tile Adhesive (on concrete)	Tan	2% Chrysotile
623-21	B	Room 24 (east wall)	4" Vinyl Baseboard	Black	None Detected
623-22	B	Room 24 (east wall)	Vinyl Baseboard Adhesive (on concrete)	Yellow	None Detected
623-23	B	Room 24	2'x4' Recessed Ceiling Tile	Pinhole Crater	None Detected
623-24	B	Room 24 (north wall)	Window Pane Sealant (on metal)	Black	None Detected
623-25	B	Hall B-2 (south wall)	Drywall/Joint Compound Composite	White, Brown	None Detected
623-26	B	Hall B-2 (south wall)	4" Vinyl Baseboard	Brown	None Detected
623-27 Layer 1	B	Hall B-2 (south wall)	Vinyl Baseboard Adhesive (on drywall)	Tan	None Detected
623-27 Layer 2	B	Hall B-2 (south wall)	Vinyl Baseboard Adhesive (on drywall)	Brown	None Detected
623-28	B	Hall B-2 (south wall)	Door Caulk (on block)	White	None Detected
623-29	B	Hall B-2	Speaker Liner (on metal)	Black	5% Chrysotile
623-30	B	Men's Room 14	1'x1' Ceiling Tile	Grooved, White, Gray	None Detected
623-31	B	Men's Room 14	Light Fixture Heat Shield (on metal light fixture)	Silver, Gray	60% Chrysotile
623-32	B	Men's Toilet 15	Ceramic Floor Tile Grout	Gray	None Detected
623-33	B	Men's Toilet 15	Ceramic Floor Tile Mortar (on concrete)	Beige	None Detected
623-34	B	Men's Toilet 15	Ceramic Wall Tile Grout	White	None Detected

ASBESTOS MATERIAL SAMPLE LOG

Client:	Stantec	NorthStar No.	240-623
Location:	636 Wisconsin Avenue Sheboygan, WI	Date Collected:	July 8-9, 2024
Work Area:	Pre-Demolition	Technician:	Dustin Gaede
Laboratory:	Eurofins CEI, Inc.	Date Analyzed:	July 18, 2024

Sample ID	Bldg. Level	Material Location	Material Sample	Description	Asbestos Content
623-35	B	Men's Toilet 15	Ceramic Wall Tile Mortar	Gray	None Detected
623-36	B	Men's Toilet 15 (ceiling)	Plaster Skim Coat	White	None Detected
623-37	B	Men's Toilet 15 (ceiling)	Plaster Base Coat	Gray	None Detected
623-38	B	Ladies Room 12	9" Floor Tile (partially under carpet)	Gray with white/blk Strk	None Detected
623-39	B	Ladies Room 12	Floor Tile Adhesive (on concrete)	Tan	2% Chrysotile
623-40	B	Ladies Room 12	Drywall Adhesive (on block)	Brown	8% Chrysotile
623-41	B	Ladies Toilet 13 (ceiling)	Plaster Skim Coat	White	None Detected
623-42	B	Ladies Toilet 13 (ceiling)	Plaster Base Coat	Gray, Gold	None Detected
623-43	B	Room 6 Landing	Carpet Adhesive (on terrazzo)	Tan	None Detected
623-44	B	Room 6 Landing	Terrazzo Flooring (on concrete)	Tan, Brown	None Detected
623-45	B	Room 6 Landing (north wall)	Ceramic Baseboard Grout	White	None Detected
623-46	B	Room 6 Landing (north wall)	Ceramic Baseboard Adhesive (on block)	Brown	None Detected
623-47	B	Room 6 Landing (above drop ceiling)	Fire Wall Sealant/ Adhesive (on concrete)	Red	None Detected
623-48	B	Room 6 Landing (above drop ceiling)	Fire Wall Sealant/ Adhesive (on concrete)	Brown	None Detected
623-49	B	Room 6	9" Floor Tile	Brown, Tan	5% Chrysotile
623-50	B	Room 6	Floor Tile Adhesive (on concrete)	Black	2% Chrysotile
623-51	B	Room 6 (west wall)	Plaster Skim Coat	Cream, White	None Detected
623-52	B	Room 6 (west wall)	Plaster Base Coat	Gray	None Detected
623-53	B	Room 6 (east wall)	4" Ceramic Wall Tile Adhesive	Tan	None Detected
623-54	B	Room 6	2'x2' Ceiling Tile	Pinhole Crater	None Detected

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Laboratory:	Eurofins CEI, Inc.	Date Analyzed:	July 18, 2024

Sample ID	Bldg. Level	Material Location	Material Sample	Description	Asbestos Content
623-55	B	Room 6 (east wall)	Wall Repair Caulk (on block)	Gray	None Detected
623-56	B	Landing/Hall to Bathrooms 7-10	Door Caulk (south wall)	White, Gray	None Detected
623-57 Layer 1	B	East Corridor	Flooring Adhesive (on concrete)	Tan	None Detected
623-57 Layer 2	B	East Corridor	Flooring Adhesive (on concrete)	Brown	None Detected
623-58	B	East Corridor (west wall)	Ceramic Baseboard Adhesive (on plaster)	Tan	2% Chrysotile
623-59	B	East Corridor (west wall)	Ceramic Baseboard Grout	White	None Detected
623-60	B	East Corridor (east wall)	Plaster Skim Coat	Cream, White	None Detected
623-61	B	East Corridor (east wall)	Plaster Base Coat	Gray	None Detected
623-62	B	East Corridor (south wall)	Brick Mortar	White, Off- White	None Detected
623-63	B	East Corridor	HVAC Seam Tape (on fiberglass)	Brown, Silver	None Detected
623-64	B	East Corridor	HVAC Seam Sealant (on fiberglass)	White	None Detected
623-65	B	East Corridor	Light Fixture Texture	White	None Detected
623-66	B	East Corridor	Light Fixture Plaster Skim Coat	White	None Detected
623-67	B	East Corridor	Light Fixture Plaster Base Coat	Gray	None Detected
623-68	B	South Mechanical Room (top layer)	Vinyl Sheet Flooring	Gray Pebble Pattern	None Detected
623-69	B	South Mechanical Room (bottom layer)	Vinyl Sheet Flooring (on concrete)	Tan Pebble Pattern	None Detected
623-70	B	South Mechanical Room (south wall)	Vermiculite Insulation	Gold, Tan	Tremolite <1% Point Count: <0.25%
623-71	B	South Mechanical Room	Drain Fitting/Packing	Gray	20% Chrysotile
623-72	B	South Mechanical Room	Drain Fitting/Packing Canvas Wrap	Beige	None Detected
623-73	B	South Mechanical Room	HVAC Canvas Wrap (on fiberglass)	Beige, Silver	None Detected
623-74	B	South Mechanical Room	Vibration Isolator (on metal)	Brown	None Detected

ASBESTOS MATERIAL SAMPLE LOG

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Laboratory:	Eurofins CEI, Inc.	Date Analyzed:	July 18, 2024

Sample ID	Bldg. Level	Material Location	Material Sample	Description	Asbestos Content
623-75	B	Northeast Sump Pump Room (west wall)	Concrete Sealant (on concrete)	Black	None Detected
623-76	B	Hallway B-3	9" Floor Tile	Tan, Mottled	8% Chrysotile
623-77	B	Hallway B-3	Floor Tile Adhesive (on concrete)	Black	3% Chrysotile
623-78	B	Hallway B-4	12" Floor Tile	Beige, Tan	None Detected
623-79	B	Hallway B-4	Floor Tile Adhesive (on concrete)	Yellow, Black	2% Chrysotile
623-80	B	Room 39	Fire Penetration Sealant (on concrete)	Red	None Detected
623-81	B	Room 39	1'x1' Ceiling Tile Adhesive (on concrete)	Brown	None Detected
623-82	B	Room 38 (north wall)	Metal Paneling Adhesive (on drywall)	Tan	5% Chrysotile
623-83	B	Room 36 (north wall)	Wall Covering Adhesive (on block)	Tan	None Detected
623-84	B	Room 36 (east wall)	Wall Covering Adhesive (on concrete)	Black	2% Chrysotile
623-85	B	Hall B-5	1'x1' Ceiling Tile	Pinhole Crater	None Detected
623-86	B	Hall B-5	Ceiling Tile Adhesive (on metal)	Brown	None Detected
623-87	B	Room 24 (north wall)	4" Vinyl Baseboard	Gray	None Detected
623-88	B	Room 24 (north wall)	Vinyl Baseboard Adhesive (on paneling)	Tan	None Detected
623-89	B	Room 24	2'x4' Ceiling Tile	Pinhole Crater	None Detected
623-90	B	Room 48	12" Floor Tile	Beige, Mottled	None Detected
623-91	B	Room 48	Floor Tile Adhesive (on concrete)	Tan	None Detected
623-92	0.5	Vault Landing	Carpet Adhesive (on concrete)	Tan/Brown	None Detected
623-93	0.5	Vault Landing	4" Vinyl Baseboard	Gray	None Detected
623-94	0.5	Vault Landing	Vinyl Baseboard Adhesive (on drywall)	Tan	None Detected

ASBESTOS MATERIAL SAMPLE LOG

Client:	Stantec	NorthStar No.	240-623
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Work Area:	Pre-Demolition	Technician:	Dustin Gaede
Laboratory:	Eurofins CEI, Inc.	Date Analyzed:	July 18, 2024

Sample ID	Bldg. Level	Material Location	Material Sample	Description	Asbestos Content
623-95	0.5	Vault Landing	2'x2' Recessed Ceiling Tile	Pinhole Crater	None Detected
623-96	0.5	Vault Landing	Decorative Brick Mortar (on brick)	Gray	None Detected
623-97	0.5	Vault Landing	Perlite Potting Mix (in planter boxes)	White	None Detected
623-98	0.5	Vault Landing (north wall)	Drywall/Joint Compound Composite	White	Chrysotile <1% Point Count: 0.18%
623-99	0.5	Southeast Stairway	Terrazzo Flooring (on concrete)	Gray	None Detected
623-100	0.5	Southeast Stairway (east wall)	Plaster Skim Coat	White, Off-White	None Detected
623-101	0.5	Southeast Stairway (east wall)	Plaster Base Coat	Gray	None Detected
623-102	1	East Vestibule	Ceramic Floor Tile Grout	Gray	None Detected
623-103	1	East Vestibule	Ceramic Floor Tile Mortar (on concrete)	Gray	None Detected
623-104	1	East Vestibule (east wall)	Door Caulk (on metal/brick)	Gray	None Detected
623-105	1	East Lobby	Residual Flooring Adhesive (on concrete)	Black	2% Chrysotile
623-106	1	East Lobby (east wall cavity)	Exterior Brick Backer Board	Tan	None Detected
623-107 Layer 1	1	East Lobby	Pipe End Encapsulant	White	None Detected
623-107 Layer 2	1	East Lobby	Fiberglass Insulation	Yellow	None Detected
623-108	1	Teller Area (north wall)	Window Pane Sealant (on metal/glass)	Black	None Detected
623-109	1	Teller Area (east wall)	Window Caulk (on metal/drywall)	Gray	None Detected
623-110 Layer 1	1	Teller Supply Room	Adhesive	Tan	None Detected
623-110 Layer 2	1	Teller Supply Room	Floor Leveling Compound (on concrete)	Gray	None Detected
623-111	1	Teller Supply Room (west wall)	Drywall/Joint Compound Composite	White	None Detected
623-112	1	Teller Safe Area (east wall)	4" Vinyl Baseboard (type 2)	Gray	None Detected

ASBESTOS MATERIAL SAMPLE LOG

Client:	Stantec	NorthStar No.	240-623
Location:	636 Wisconsin Avenue Sheboygan, WI	Date Collected:	July 8-9, 2024
Work Area:	Pre-Demolition	Technician:	Dustin Gaede
Laboratory:	Eurofins CEI, Inc.	Date Analyzed:	July 18, 2024

Sample ID	Bldg. Level	Material Location	Material Sample	Description	Asbestos Content
623-113	1	Teller Safe Area (east wall)	Vinyl Baseboard Adhesive (on drywall)	Tan	None Detected
623-114	1	Central Men's Restroom	2" Ceramic Floor Tile Grout	Beige	None Detected
623-115 Layer 1	1	Central Men's Restroom	2" Ceramic Floor Tile Mortar (on concrete)	Gray	None Detected
623-115 Layer 2	1	Central Men's Restroom	Cementitious Material	Gray	None Detected
623-116	1	Central Men's Restroom	Ceramic Wall Tile Grout	White	None Detected
623-117	1	Central Men's Restroom	Ceramic Wall Tile Mortar (on drywall)	Gray	None Detected
623-118	1	Central Men's Restroom	2'x4' Ceiling Tile	Sheet Rock	None Detected
623-119	1	North Storage Room (west wall)	Vermiculite Insulation	Gold/Silver	Tremolite <1%
623-120	1	North Storage Room (east wall)	Door Caulk (on concrete block)	Light Gray	None Detected
623-121	1	Material Storage Room	Vinyl Column Covering (on concrete)	Wood Pattern	None Detected
623-122	1	Central Stairway (ceiling)	Plaster Skim Coat	White	None Detected
623-123	1	Central Stairway (ceiling)	Plaster Base Coat	Gray	None Detected
623-124 Layer 1	1	West Lobby (south wall)	Quartz Ledge	Beige	None Detected
623-124 Layer 2	1	West Lobby (south wall)	Non-Fibrous Material	White	None Detected
623-125	1	Southwest Vestibule (ceiling)	Plaster Skim Coat	White	None Detected
623-126	1	Southwest Vestibule (ceiling)	Plaster Base Coat	Gray	None Detected
623-127	1	Electrical Room (north wall)	Drywall/Joint Compound Composite	White	None Detected
623-128 Layer 1	1	Electrical Room	HVAC Canvas Wrap Mastic	White	3% Chrysotile
623-128 Layer 2	1	Electrical Room	HVAC Canvas Wrap	White, Silver	None Detected
623-128 Layer 3	1	Electrical Room	Fiberglass Insulation	Yellow	None Detected
623-129	1	Board Room	2'x2' Recessed Ceiling Tile (type 2)	Rough Texture	None Detected

ASBESTOS MATERIAL SAMPLE LOG

Client:	Stantec	NorthStar No.	240-623
Location:	636 Wisconsin Avenue Sheboygan, WI	Date Collected:	July 8-9, 2024
Work Area:	Pre-Demolition	Technician:	Dustin Gaede
Laboratory:	Eurofins CEI, Inc.	Date Analyzed:	July 18, 2024

Sample ID	Bldg. Level	Material Location	Material Sample	Description	Asbestos Content
623-130	1	Board Room	HVAC Duct Sealant (on metal)	Gray	None Detected
623-131 Layer 1	1.5	Central Landing	Flooring Adhesive	Tan, Yellow	None Detected
623-131 Layer 2	1.5	Central Landing	Floor Leveling Compound (on concrete)	White	None Detected
623-132	1.5	Central Stairway (north wall)	Plaster Skim Coat	White, Tan	None Detected
623-133	1.5	Central Stairway (north wall)	Plaster Base Coat	Gray	None Detected
623-134	2	West Cubicle Area (east wall)	Plaster Base Coat (above drop ceiling)	Gray	None Detected
623-135	2	Office 5	Carpet Adhesive (on concrete)	Green, Tan	None Detected
623-136	2	Office 5 (east wall)	4" Vinyl Baseboard	Beige	None Detected
623-137	2	Office 5 (east wall)	Vinyl Baseboard Adhesive (on drywall/paneling)	Tan	None Detected
623-138	2	Office 5 (east wall)	Drywall/Joint Compound Composite	White, Tan	None Detected
623-139	2	Office 7	2'x2' Recessed Ceiling Tile (type 2)	Rough, White	None Detected
623-140	2	Vault	9" Floor Tile	Green, White	None Detected
623-141	2	Vault	Floor Tile Adhesive (on concrete)	Tan, Black	2% Chrysotile
623-142	2	Vault (ceiling)	Plaster Skim Coat	White	None Detected
623-143	2	Vault (ceiling)	Plaster Base Coat	Gray	None Detected
623-144	2	East Cubicle Area	2'x2' Recessed Ceiling Tile (type 3)	Rough, White	None Detected
623-145	2	East Cubicle Area	Flooring Adhesive (on concrete)	Tan, Black	None Detected
623-146	2	East Cubicle Area (northeast wall)	Window Ledge Caulk (on quartz)	Beige	None Detected
623-147	3	Stairs to 3 rd Floor (south wall)	Plaster Skim Coat	White	None Detected
623-148	3	Stairs to 3 rd Floor (south wall)	Plaster Base Coat	Gray	None Detected
623-149 Layer 1	3	HVAC Room 73	HVAC Hard Corner	Gray, Black	None Detected

ASBESTOS MATERIAL SAMPLE LOG

Client:	Stantec	NorthStar No.:	240-623
Location:	636 Wisconsin Avenue Sheboygan, WI	Date Collected:	July 8-9, 2024
Work Area:	Pre-Demolition	Technician:	Dustin Gaede
Laboratory:	Eurofins CEI, Inc.	Date Analyzed:	July 18, 2024

Sample ID	Bldg. Level	Material Location	Material Sample	Description	Asbestos Content
623-149 Layer 2	3	HVAC Room 73	Fiberglass Insulation	Yellow	None Detected
623-150	3	HVAC Room 73 (south wall)	Fire Door Insulation (wood door)	White	7% Amosite 3% Chrysotile
623-151	3	HVAC Room 73	Elbow Wrap	Black	2% Chrysotile
623-152	Ext	2 nd Floor Roof (north wall)	Textured Paint (on metal)	Tan	None Detected
623-153	Ext	2 nd Floor Roof (east wall)	Textured Paint (on metal)	Tan	None Detected
623-154	Ext	2 nd Floor Roof (west wall)	Textured Paint (on metal)	Tan	None Detected
623-155	Ext	North Side	Brick Mortar	Gray	None Detected
623-156	Ext	North Side	Window/Door Caulk (on metal/brick)	Light Gray	None Detected
623-157 Layer 1	Ext	North Side	Stucco Soffit Skim Coat	Tan	None Detected
623-157 Layer 2	Ext	North Side	Stucco Soffit Base Coat (on foam)	Gray	None Detected
623-158	Ext	North Side	Door Caulk (on metal/brick)	Tan	None Detected
623-159 Layer 1	Ext	North Side	Stucco Soffit Skim Coat	Tan	None Detected
623-159 Layer 2	Ext	North Side	Stucco Soffit Base Coat (on foam)	Gray	None Detected
623-160 Layer 1	Ext	East Side	Stucco Soffit Skim Coat	Tan	None Detected
623-160 Layer 2	Ext	East Side	Stucco Soffit Base Coat (on foam)	Gray	None Detected
623-161	Ext	East Side	Gypsum Stucco Backer	White	None Detected
623-162	Ext	South Side	Plaster Soffit Skim Coat	White, Tan	None Detected
623-163	Ext	South Side	Plaster Soffit Base Coat	Gray	None Detected
623-164	Ext	South Side	Plaster Soffit Skim Coat	White, Tan	None Detected
623-165	Ext	South Side	Plaster Soffit Base Coat	Gray	None Detected
623-166	Ext	South Side	Plaster Soffit Skim Coat	White, Tan	None Detected

ASBESTOS MATERIAL SAMPLE LOG

Client:	Stantec	NorthStar No.	240-623
Location:	636 Wisconsin Avenue Sheboygan, WI	Date Collected:	July 8-9, 2024
Work Area:	Pre-Demolition	Technician:	Dustin Gaede
Laboratory:	Eurofins CEI, Inc.	Date Analyzed:	July 18, 2024

Sample ID	Bldg. Level	Material Location	Material Sample	Description	Asbestos Content
623-167	Ext	South Side	Plaster Soffit Base Coat	Gray	None Detected
623-168	Ext	South Side	Stone Seam Caulk	Tan	None Detected
623-169	3	Mechanical Room Office (west wall)	Penetration Sealant	Black, Brown	3% Chrysotile
623-170	B	Sump Pump Room	Wall Coating (on concrete)	Black	None Detected
623-171	B	Room 36 (east wall)	Wall Coating (on concrete)	Black	2% Chrysotile
623-172	B	Room 36 (south wall)	Wall Coating (on concrete)	Black	None Detected
623-173	B	Room 46 (north wall)	Wall Coating (on concrete)	Black	None Detected
623-174	B	South Mechanical Room	Wall Coating (on concrete)	Black	None Detected
623-175	B	Room 46	Raised Floor Pillar Adhesive (on concrete)	Black	None Detected
623-176	1	Storage Room	Pillar Skim Coat (on concrete)	White	None Detected
623-177	2	Office 4	Foam Insulation Adhesive (on concrete block)	Black	2% Chrysotile
623-178	2	East Office Area	Ceiling Insulation Adhesive	Brown	None Detected
623-179	2	Above Drop Ceiling	Plaster (on wire mesh)	Gray	None Detected
623-180	Ext	Roof: Penthouse	Caulk (on metal)	Tan/Black	5% Chrysotile

Stantec

**636 Wisconsin Avenue
Sheboygan, WI 53081**

July 8, 9, 23, 2024



LEAD PAINT XRF TESTING DATA

Client:	Stantec	NorthStar No.	240-623
Location:	636 Wisconsin Avenue Sheboygan, WI 53081	Site Date:	July 8-23, 2024
Work Area:	Pre-Demolition	Inspector:	Dustin Gaede

Reading No	Wall	Structure	Location	Member	Paint Condition	Substrate	Color	Lead (mg/cm2)
Pre-Calibration								
1								1.2
2								1.1
3								1.1
4								0.1
Interior Room 001: Mechanical Room 19								
5	A	Wall	U Ctr		Intact	Concrete	White	0
6	B	Wall	U Ctr		Intact	Concrete	White	0
7	C	Wall	U Ctr		Intact	Brick	White	0.3
8	D	Wall	U Ctr		Intact	Brick	White	0
9	C	Ceiling			Intact	Concrete	White	0.1
10	A	Floor			Intact	Concrete	Gray	0
11	D	Column	Ctr	U column	Intact	Concrete	White	0.1
Interior Room 002: Storage Room 18								
12	D	Column	Ctr	U column	Intact	Concrete	Tan	0
13	B	Ceiling			Intact	Concrete	Tan	0.2
14	B	Wall	U Ctr		Intact	Brick	Tan	0.2
15	C	Wall	U Rgt		Intact	Brick	Tan	0.1
16	C	Wall	U Lft		Intact	Con Block	Tan	0
17	D	Wall	U Ctr		Intact	Con Block	Tan	0
18	D	Floor			Intact	Concrete	Gray	0.3
Interior Room 003: Storage Room 20								
19	A	Wall	U Ctr		Intact	Con Block	Tan	0.3
20	B	Wall	U Ctr		Intact	Brick	Tan	0
21	C	Wall	U Ctr		Intact	Brick	Tan	0.4
22	D	Wall	U Ctr		Intact	Brick	Tan	0
23	D	Ceiling			Intact	Concrete	Tan	0.1
Interior Room 004: Storage Room 17								
24	A	Wall	U Ctr		Intact	Concrete	Tan	0
25	B	Wall	U Ctr		Intact	Concrete	Tan	0
26	B	Floor			Intact	Concrete	Gray	0.2
Interior Room 005: Hallway B-1								
27	B	Floor			Intact	Concrete	Gray	0.3
28	C	Wall	U Rgt		Intact	Con Block	Tan	0.1
29	C	Ceiling			Intact	Concrete	Tan	0
Interior Room 006: Storage Room 16								
30	A	Ceiling			Intact	Concrete	Tan	0.1
31	A	Wall	U Ctr		Intact	Concrete	Tan	0.1

Reading No	Wall	Structure	Location	Member	Paint Condition	Substrate	Color	Lead (mg/d	Item 28.
Interior Room 007: Air Handling Unit Room 71									
32	A	Wall	U Ctr		Intact	Concrete	Tan	0.4	
33	C	Wall	U Ctr		Intact	Con Block	Tan	0.2	
34	D	Wall	U Ctr		Intact	Con Block	Tan	0.1	
35	D	Ceiling			Intact	Concrete	Tan	0.3	
36	D	Floor			Intact	Concrete	Tan	0.3	
Interior Room 008: Room 24									
37	A	Wall	U Ctr		Intact	Con Block	White	0.1	
38	B	Wall	U Ctr		Intact	Con Block	White	0.2	
39	B	Column	Ctr	U column	Intact	Concrete	White	0.2	
Interior Room 009: Hallway B-7									
40	A	Wall	U Ctr		Intact	Brick	Tan	0.2	
41	C	Wall	U Ctr		Intact	Concrete	Tan	0	
42	C	Floor			Intact	Concrete	Gray	0	
Interior Room 010: Hallway B-6									
43	A	Wall	U Ctr		Intact	Concrete	Tan	0.2	
44	B	Wall	U Ctr		Intact	Concrete	Tan	0	
45	C	Wall	U Ctr		Intact	Con Block	Tan	0.1	
46	D	Wall	U Ctr		Intact	Concrete	Tan	0.1	
Interior Room 011: Hallway B-2									
47	C	Wall	U Rgt		Intact	Con Block	White	0.4	
48	A	Wall	U Lft		Intact	Con Block	White	0.2	
Interior Room 012: Men's Room 14									
49	A	Wall	U Ctr		Intact	Con Block	White	0	
50	B	Wall	U Ctr		Intact	Con Block	White	0	
51	C	Wall	U Ctr		Intact	Con Block	White	0.1	
52	D	Wall	U Ctr		Intact	Con Block	White	0.3	
53	A	Closet	Rgt	Wall	Intact	Con Block	Tan	0.3	
Interior Room 013: Men's Restroom 15									
54	A	Wall	U Ctr		Intact	Tile	Green	11.4	
55	B	Wall	U Ctr		Intact	Tile	Green	13.2	
56	C	Wall	U Ctr		Intact	Tile	Green	14.6	
57	D	Wall	U Ctr		Intact	Tile	Green	12.3	
58	A	Floor			Intact	Tile	Tan	0.1	
Interior Room 014: Women's Room 12									
59	A	Wall	U Lft		Intact	Con Block	White	0.1	
60	A	Wall	U Rgt		Intact	Con Block	Tan	0.4	
61	B	Wall	U Rgt		Intact	Con Block	Tan	0	
62	D	Wall	U Lft		Intact	Con Block	Tan	0.2	
Interior Room 015: Women's Restroom 13									
63	A	Wall	U Ctr		Intact	Tile	Pink	12.9	
64	B	Wall	U Ctr		Intact	Tile	Pink	13.1	
65	C	Wall	U Ctr		Intact	Tile	Pink	12.6	
66	D	Wall	U Ctr		Intact	Tile	Pink	12.5	
67	D	Floor			Intact	Tile	Gray	0.2	
Interior Room 016: Room 6 Landing									
68	A	Wall	U Ctr		Intact	Con Block	White	0	
69	B	Wall	U Lft		Intact	Con Block	White	0.3	
70	C	Wall	U Ctr		Intact	Con Block	White	0.2	
71	D	Wall	U Ctr		Intact	Con Block	White	0.1	
72	C	Baseboard	Ctr		Intact	Tile	Brown	0.3	

Reading No	Wall	Structure	Location	Member	Paint Condition	Substrate	Color	Lead (mg/d	Item 28.
Interior Room 017: Men's Restroom 10									
73	A	Wall	U Ctr		Intact	Tile	Blue	14.4	
74	B	Wall	U Ctr		Intact	Tile	Blue	12.4	
75	C	Wall	U Ctr		Intact	Tile	Blue	12.3	
76	D	Wall	U Ctr		Intact	Tile	Blue	14.7	
77	D	Floor			Intact	Tile	Tan	0.3	
Interior Room 018: Custodial Closet 9									
78	A	Wall	U Ctr		Intact	Con Block	White	0	
79	B	Wall	U Ctr		Intact	Con Block	White	0.2	
80	D	Wall	U Ctr		Intact	Con Block	White	0	
Interior Room 019: Ladies Room 7									
81	A	Wall	U Ctr		Intact	Con Block	White	0.1	
82	B	Wall	U Ctr		Intact	Con Block	White	0	
83	C	Wall	U Ctr		Intact	Con Block	White	0.1	
84	D	Wall	U Ctr		Intact	Con Block	White	0	
Interior Room 020: Ladies Restroom 8									
85	A	Wall	U Ctr		Intact	Tile	Pink	13	
86	B	Wall	U Ctr		Intact	Tile	Pink	12.6	
87	C	Wall	U Ctr		Intact	Tile	Pink	12	
88	D	Wall	U Ctr		Intact	Tile	Pink	12.1	
89	D	Floor			Intact	Tile	Gray	0	
Interior Room 021: Hallway Adjacent Rooms 7-10									
90	A	Wall	U Ctr		Intact	Con Block	White	0.2	
91	B	Wall	U Ctr		Intact	Con Block	White	0	
92	C	Wall	U Ctr		Intact	Con Block	White	0	
93	D	Wall	U Lft		Intact	Con Block	White	0	
Interior Room 022: Coat Room									
94	A	Wall	U Ctr		Intact	Con Block	White	0.1	
95	B	Wall	U Ctr		Intact	Con Block	White	0.4	
96	C	Wall	U Ctr		Intact	Con Block	White	0	
97	D	Wall	U Ctr		Intact	Con Block	White	0.4	
98	C	Column	Ctr	U column	Intact	Concrete	White	0.4	
Interior Room 023: Room 6									
99	A	Wall	U Lft		Intact	Concrete	White	0	
100	C	Wall	U Lft		Intact	Concrete	White	0.2	
101	B	Wall	U Ctr		Intact	Tile	White	0	
102	A	Wall	L Lft		Intact	Tile	White	0.1	
103	D	Wall	L Ctr		Intact	Tile	White	0	
Interior Room 024: Room 26									
104	A	Wall	U Ctr		Intact	Con Block	White	0	
105	A	Column	Ctr	U column	Intact	Concrete	White	0.2	
Interior Room 025: South Mechanical Room									
106	C	Wall	U Ctr		Intact	Con Block	White	0.5	
Interior Room 026: East Corridor									
107	B	Wall	U Ctr		Intact	Concrete	White	0.3	
Interior Room 027: Mechanical Room 31									
108	A	Floor			Intact	Concrete	Gray	0.3	
Interior Room 028: Hallway B-3									
109	B	Wall	U Ctr		Intact	Con Block	White	0.2	
110	D	Wall	U Ctr		Intact	Con Block	White	0.2	
Interior Room 029: Hall B-4									
111	A	Wall	U Ctr		Intact	Con Block	White	0.1	
112	C	Wall	U Ctr		Intact	Concrete	White	0.2	

Reading No	Wall	Structure	Location	Member	Paint Condition	Substrate	Color	Lead (mg/d	Item 28.
Interior Room 030: Room 39									
113	A	Wall	U Ctr		Intact	Con Block	White	0.1	
114	B	Wall	U Ctr		Intact	Con Block	White	0.1	
115	C	Wall	U Ctr		Intact	Con Block	White	0.2	
116	D	Wall	U Ctr		Intact	Con Block	White	0	
Interior Room 031: Stairway 36									
117	A	Wall	U Ctr		Intact	Con Block	White	0	
118	C	Wall	U Ctr		Intact	Con Block	White	0	
119	D	Wall	U Ctr		Intact	Con Block	White	0.2	
Interior Room 032 Room 36									
120	B	Wall	U Ctr		Intact	Con Block	White	0.2	
121	C	Wall	U Ctr		Intact	Con Block	White	0	
122	D	Wall	U Lft		Intact	Concrete	Green	0.1	
Interior Room 033: Hallway B-5									
123	A	Wall	U Ctr		Intact	Con Block	Green	0	
124	D	Wall	U Ctr		Intact	Con Block	Green	0.1	
125	C	Wall	U Ctr		Intact	Concrete	Green	0.2	
Interior Room 034: Room 2									
126	B	Wall	U Ctr		Intact	Concrete	Green	0	
127	D	Wall	U Ctr		Intact	Concrete	Green	0.1	
128	D	Floor			Intact	Concrete	Gray	0	
Interior Room 035 Hall B-8									
129	B	Wall	U Ctr		Intact	Con Block	White	0.2	
130	D	Wall	U Ctr		Intact	Con Block	White	0	
Interior Room 036: Room 46									
131	C	Ceiling			Intact	Concrete	White	0	
Interior Room 037: Room 48									
132	A	Wall	U Ctr		Intact	Concrete	White	0.2	
133	B	Wall	U Ctr		Intact	Concrete	White	0.1	
134	C	Wall	U Ctr		Intact	Concrete	White	0	
135	D	Wall	U Ctr		Intact	Concrete	White	0.1	
Interior Room 038: Level 0.5 Vault									
136	A	Wall	U Ctr		Intact	Concrete	Tan	0	
137	B	Wall	U Ctr		Intact	Concrete	Tan	0.3	
138	C	Wall	U Ctr		Intact	Concrete	Tan	0.1	
139	A	Wall	U Ctr		Intact	Con Block	Tan	0	
140	D	Ceiling			Intact	Concrete	Tan	0.3	
Interior Room 039: Level 0.5 Custodial Closet									
141	A	Wall	U Ctr		Intact	Con Block	Tan	0.2	
142	B	Wall	U Ctr		Intact	Con Block	Tan	0	
143	C	Wall	U Rgt		Intact	Con Block	Tan	0.1	
144	D	Wall	U Ctr		Intact	Con Block	Tan	0	
145	D	Ceiling			Intact	Concrete	Tan	0.1	
Interior Room 040: South Office Bathroom									
146	A	Wall	L Ctr		Intact	Tile	Tan	11.9	
147	B	Wall	L Ctr		Intact	Tile	Tan	11.6	
148	C	Wall	L Ctr		Intact	Tile	Tan	10.7	
149	D	Wall	L Ctr		Intact	Tile	Tan	12.7	
150	D	Floor			Intact	Tile	Brown	0.1	
Interior Room 041: Central Men's Restroom									
151	A	Floor			Intact	Tile	Gray	0.2	
152	B	Baseboard	Ctr		Intact	Tile	White	0	

Reading No	Wall	Structure	Location	Member	Paint Condition	Substrate	Color	Lead (mg/d	Item 28.
Interior Room 042: Central Women's Restroom									
153	C	Baseboard	Ctr		Intact	Tile	White		0
154	C	Floor			Intact	Tile	Gray		0.1
Interior Room 043: North Storage Room									
155	A	Wall	U Ctr		Intact	Con Block	White		0
156	C	Wall	U Ctr		Intact	Con Block	White		0.1
157	C	Ceiling			Intact	Concrete	White		0
Interior Room 044: Electrical Room									
158	B	Ceiling			Intact	Concrete	White		0.3
159	B	Wall	U Ctr		Intact	Con Block	White		0.3
160	B	Wall	L Ctr		Intact	Concrete	White		0.3
Interior Room 045: Level 2 Vault									
161	A	Wall	U Ctr		Intact	Concrete	White		0.2
162	B	Wall	U Ctr		Intact	Concrete	White		0.3
Interior Room 046: File Storage Room									
163	C	Wall	U Ctr		Intact	Concrete	White		0.3
164	D	Wall	U Ctr		Intact	Concrete	White		0.1
Interior Room 047: Central Men's Restroom									
165	D	Baseboard	Ctr		Intact	Tile	Tan		12.8
166	A	Floor			Intact	Tile	Tan		0.1
167	C	Wall	U Ctr		Intact	Tile	Tan		13.2
Interior Room 048: Central Women's Restroom									
168	D	Baseboard	Ctr		Intact	Tile	Yellow		11.7
Interior Room 049: Central Women's Toilet									
169	A	Wall	U Ctr		Intact	Tile	Yellow		13.1
170	B	Wall	U Ctr		Intact	Tile	Yellow		12.5
171	C	Wall	U Ctr		Intact	Tile	Yellow		12.8
172	D	Wall	U Ctr		Intact	Tile	Yellow		12.8
173	D	Floor			Intact	Tile	Gray		0.2
Interior Room 050: Mechanical Room Office									
174	A	Wall	U Ctr		Intact	Con Block	White		0.3
175	B	Wall	U Lft		Intact	Con Block	White		0.1
176	C	Wall	U Ctr		Intact	Con Block	White		0.1
177	D	Wall	U Ctr		Intact	Con Block	White		0.2
Pre-Calibration									
178									1.1
179									1.2
180									1.2
181									0.2

Abbreviations: U = Upper L = Lower Rgt = Right Lft = Left Ctr = Center Bsmt = Basement

Note:

- Tile refers to ceramic tile on walls

- Wall A is the south side of the building. Walls B/C/D are determined clockwise from wall A.
- The State of Wisconsin defines lead-based paint as that which is equal to or greater than 1.0 mg/cm² by XRF. Paint chip analysis would be recommended for determination of lead in paint below this level or to rule out lead in any quantifiable amount (for OSHA related information).
- Readings with a negative value (i.e. -0.1) are equivalent to 0.0.
- The calibration of the XRF analyzer was verified before and after testing by taking three readings from a source known to contain 1.02 mg/cm² lead (NIST Standard Reference Material). The three positive calibration readings were followed by a sample on bare wood containing no lead-based paint.

Stantec

**636 Wisconsin Avenue
Sheboygan, WI 53081**

July 8, 9, 23, 2024

RESTRICTED WASTE ITEMS INVENTORY

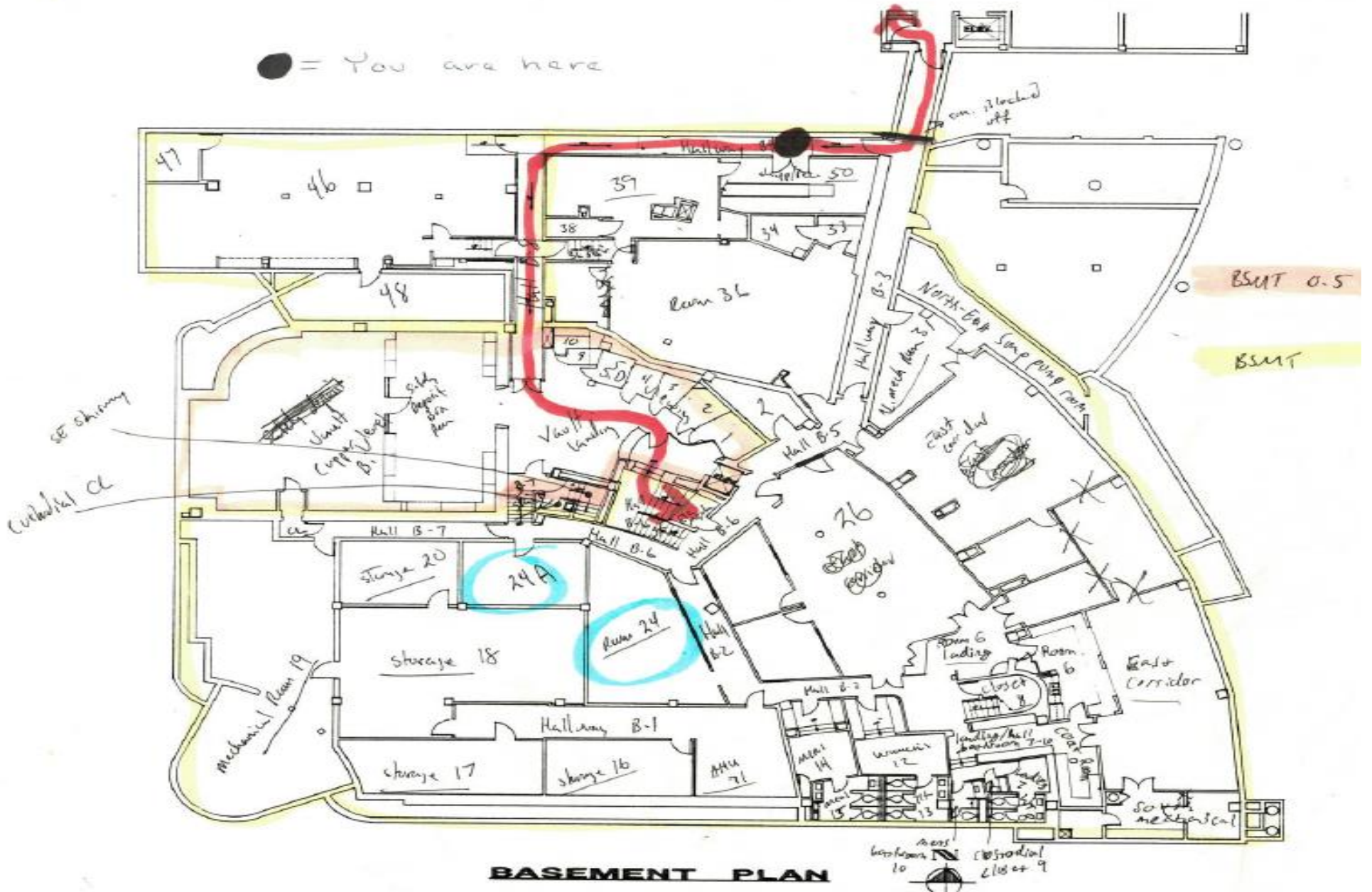
Client:	Stantec	NorthStar No.	240-623
Location:	636 Wisconsin Avenue Sheboygan, WI 53081	Site Date:	July 8-23, 2024
Work Area:	Pre-Demolition	Inspector:	Dustin Gaede

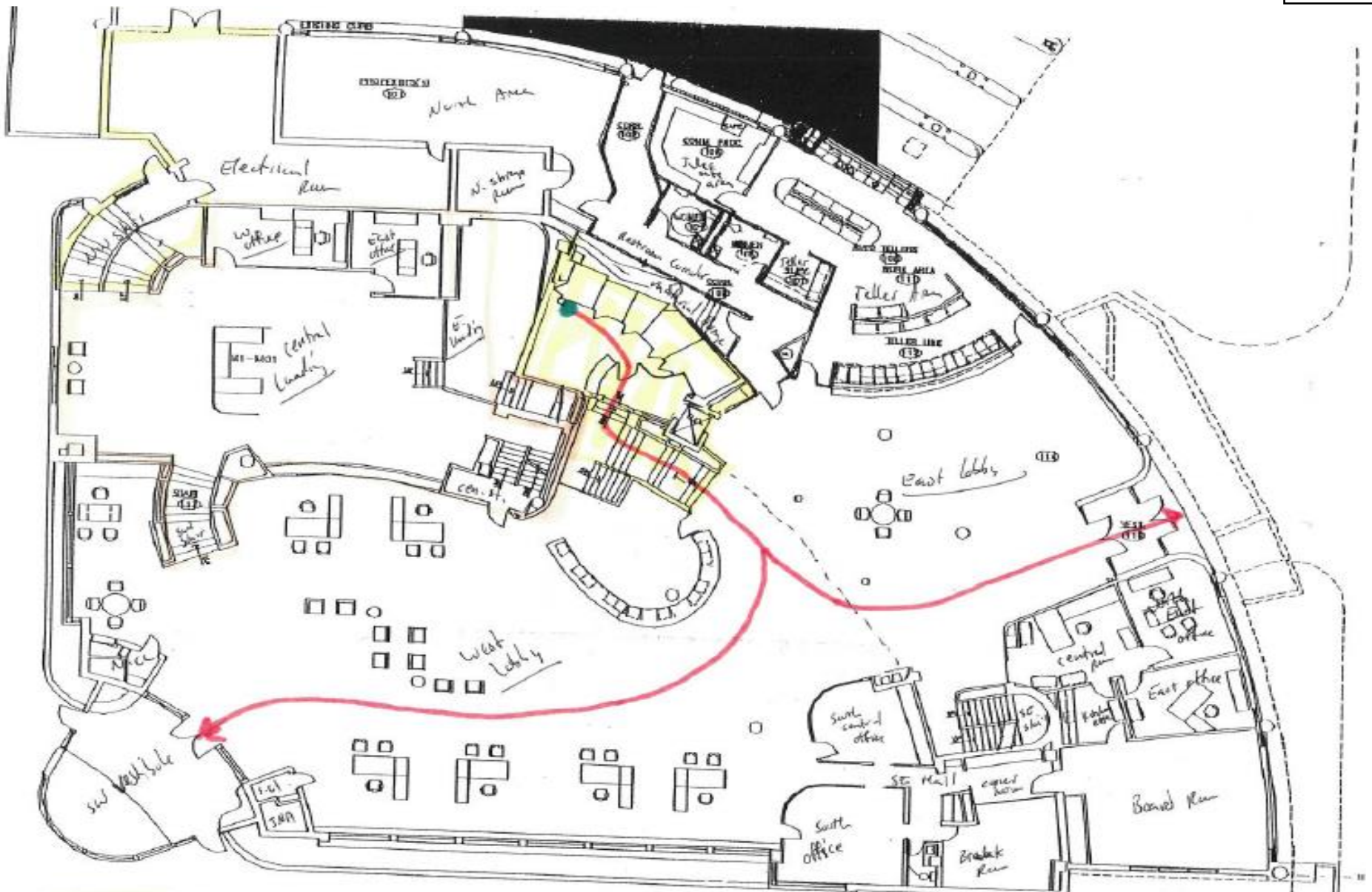
Material Description	Quantity	Units	Comments
Refrigerants	16	Each	a/c, freezer/fridge. dehumidifier, roof HVAC, bubbler
Fire Extinguishers	30	Each	
Batteries	80	Each	
Mercury Thermostats	21	Each	
Florescent Bulbs	1,950	Each	
Exit Signs	21	Each	
Emergency Lighting	31	Each	
Compact Florescent Bulbs	45	Each	
Ballasts	720	Each	
Electrical Panels/Components	121	Each	
Door Closers	62	Each	
Appliances	32	Each	
Electronic Equipment	75	Each	
Chemical Containers	70	Each	
Miscellaneous Tanks	6	Each	
Mounted Heaters	4	Each	
Transformers	2	Each	
Pressure Gages	20	Each	
Paint Cans	5	Each	
Mercury Thermometers	11	Each	

The above list may not be all inclusive and makes assumptions due to the lack of or inaccessible labeling. No material testing was performed.

Appendix D

SITE DIAGRAM





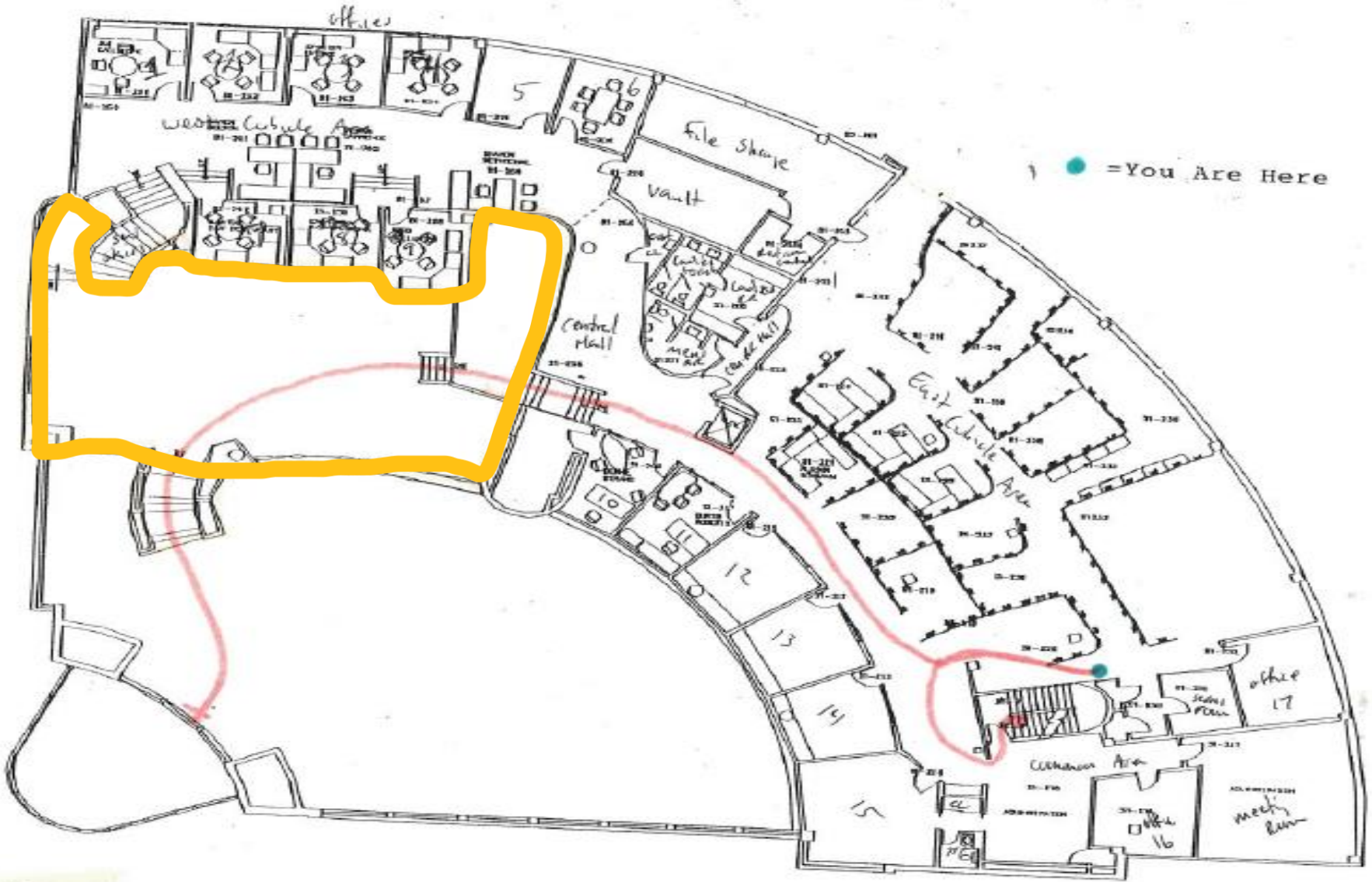
Secondary Safety Deposit level (room 0.5)
level 1.5

OPTION 1

● = You Are Here

N ↑

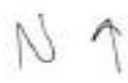
1st Floor & 1.5 Floor

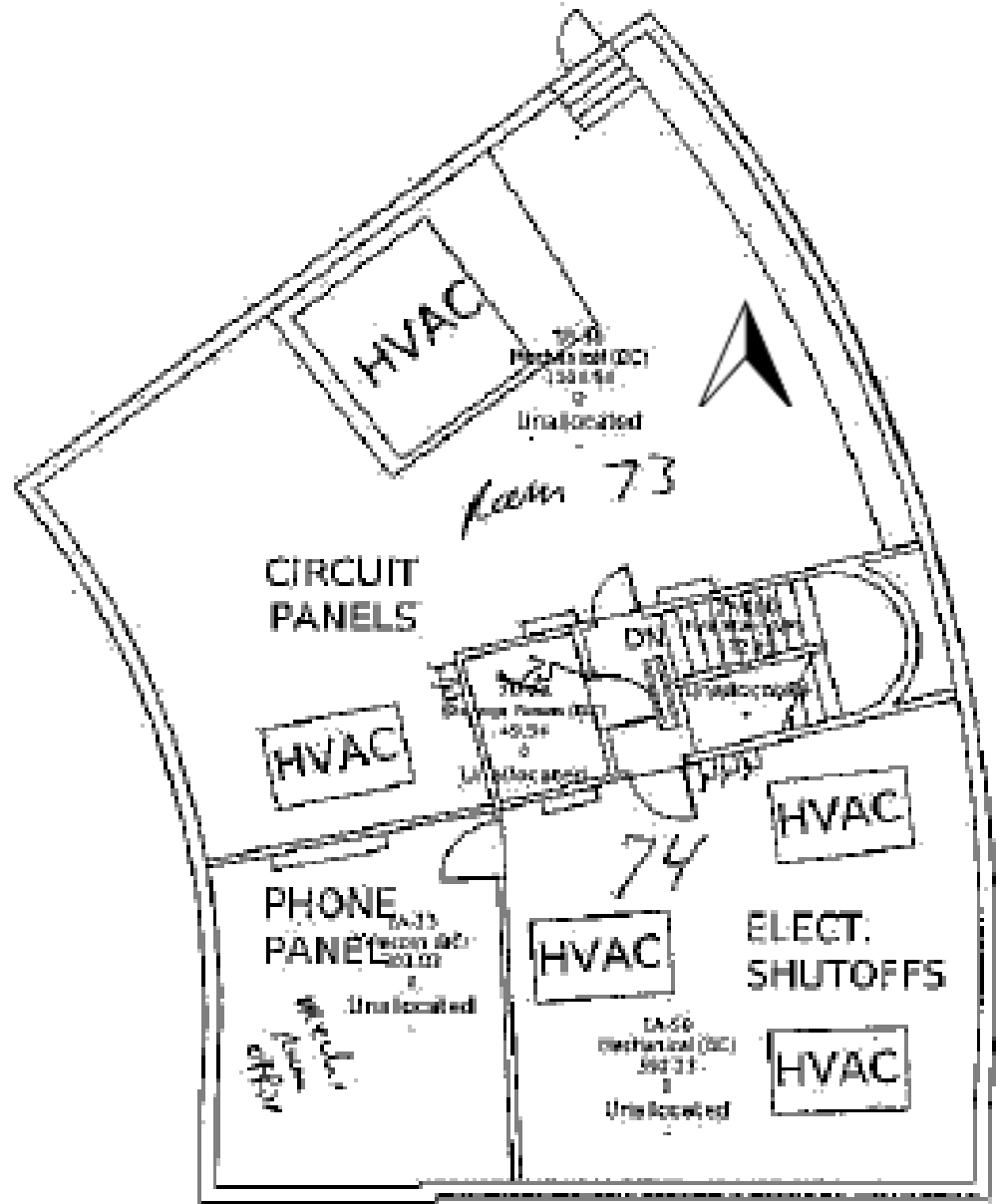


Level 1.5

SECOND FLOOR MAIN BUILDING - I

TEMPORARY MOVE PLAN - 8/12/2003





Appendix E

SITE PHOTOS

Photo No. 1

Area: Mechanical Room 19

Item: Pipe Wrap (8-10" line)
(gray/black)

Sample #: 623-6

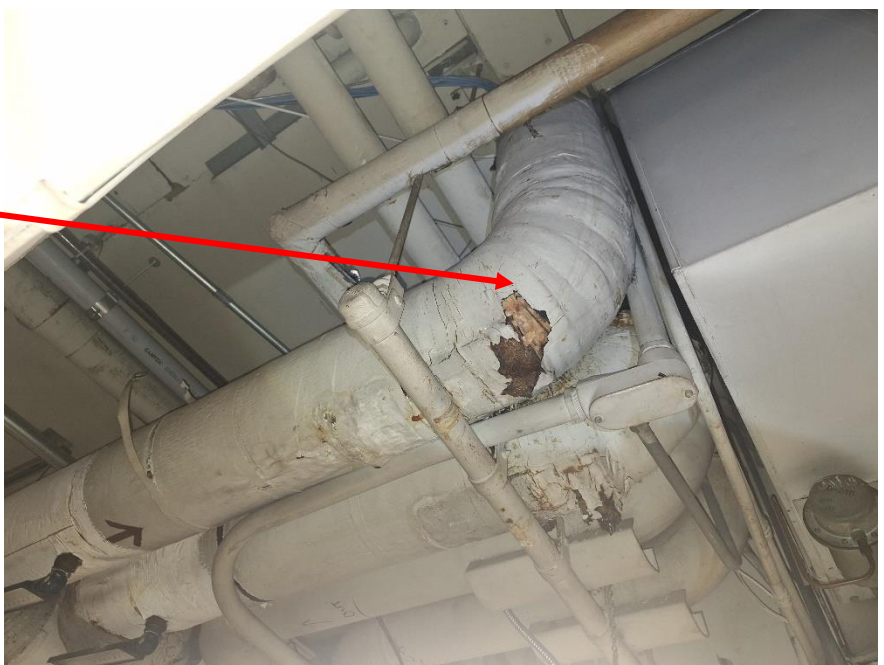


Photo No. 2

Area: Hallway B-2

Item: Speaker Liner (black)

Sample #: 623-29



Photo No. 3

Area: Men's Room 14

Item: Light Fixture Heat Shield (silver)

Sample #: 623-31



Photo No. 4

Area: Ladies Room 12

Item: Drywall Adhesive (black)

Sample #: 623-40



Photo No. 5

Area: East Lobby

Item: Residual Flooring Adhesive (black)

Sample #: 623-105



Photo No. 6

Area: Electrical Room

Item: HVAC Canvas Wrap Mastic (white)

Sample #: 623-128



Photo No. 7

Area: HVAC Room 73

**Item: Fire Door Insulation
(white, under wood
veneer)**

Sample #: 623-150



Photo No. 8

Area: HVAC Room 73

**Item: Elbow/Pipe Wrap
(black)**

Sample #: 623-151



Photo No. 9

Area: Room 46

Item: Floating Floor Support Adhesive (black/gray)

Assumed ACM per previous inspections.



Photo No. 10

Area: Room 36

Item: Wall Covering Adhesive (black)

Sample #: 623-84



Photo No. 11

**Area: Mechanical Room
Office**

**Item: Penetration Sealant
(black/brown)**

Sample #: 623-169



Item 28.

Photo No. 12

Area: Exterior – East Soffit

**Item: Roofing Sealant
(assumed acm)**



Photo No. 13

Area: Room 36

Item: Wall Coating (black)

Sample #: 623-171



Item 28.

Photo No. 14

Area: 2nd Floor – Office 4

Item: Foam Insulation Adhesive (black)



Photo No. 15

Area: Exterior – Penthouse

**Item: Exterior Caulking
(tan/black)**

Sample #: 623-180



Item 28.

Photo No. 16

Area: Room 46

**Item: Spray-On
Fireproofing on top of
duct work.**



Photo No. 17

Area: Room 39

Item: Dumbwaiter Doors



Item 28.

NORTHSTAR ENVIRONMENTAL TESTING LLC
 1006 WESTERN AVE, MOSINEE, WI 54455-1530 | (715) 693-6112

is a

Certified Asbestos Company
DHS ID 925800

under Wisconsin Admin. Code ch. DHS 159.

Issued Date: May 30, 2023
 Expiration Date: August 1, 2025

COPY



Miriam Hasan
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 Supervisor, Lead & Asbestos Certification Unit

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WA-651 (Revised 2013)

PLANNING YOUR DEMOLITION OR RENOVATION PROJECT:

A Guide to Hazard Evaluation, Recycling and Waste Disposal

(Formerly called Pre-Demolition Environmental Checklist)

INFORMATION ON IDENTIFYING, HANDLING AND PROPERLY DISPOSING OF HAZARDOUS MATERIALS

PLANNING YOUR PROJECT

1 Conduct a walk-through of the project building(s) and grounds to **identify items that contain harmful materials** and other site-related concerns.

2 **Identify and quantify harmful materials at your job site** with specialized inspectors or contractors, if necessary

3 **Notify the DNR of demolition or renovation activities prior to starting any demolition or renovation work.**

4 **Hire specialized consultants, contractors or transporters to remove and properly manage harmful materials prior to starting your project.**

5 **Request and file all receipts for the disposal of harmful and non-harmful materials related to the project to avoid potential enforcement action.**

Before beginning any demolition or renovation project, it is important to know about harmful materials that may be present on your project site.

This guide walks contractors and building owners through the steps to identify harmful materials commonly found at project sites and to handle and dispose of them safely. It also offers proper ways to manage recyclable and reusable materials and other wastes that are common in demolition and renovation projects.

The Resources section on the last page has links to websites with more information.

Note: This document is not intended as a substitute for reading the rules, regulations, and statues related to handling demolition and renovation debris. It is simply a guide to assist you in determining how they apply to your demolition or renovation project.

COMMON HARMFUL MATERIALS

Buildings can contain a number of harmful materials that may expose workers and the public to serious health risks and pollute the air, land and water if handled or disposed of in an unsafe way. Five of these harmful materials are common on project sites and need special care in identification and handling:

- ▶ Asbestos
- ▶ CFCs (chlorofluorocarbons) and halons
- ▶ Lead
- ▶ Mercury
- ▶ PCBs (polychlorinated biphenyls)

Wisconsin Department of Natural Resources Waste & Materials Management Program 1

FIVE STEPS TO A SUCCESSFUL DEMOLITION OR RENOVATION PROJECT

1 STEP 1. Conduct a walk-through of the project building(s) and grounds to identify items that contain harmful materials and other site-related concerns.

Identifying hazardous materials before starting work on a project site protects worker health and safety, building occupants, and the financial viability of the project. Doing this up front can help you choose the appropriate inspectors, consultants and contractors and avoid costly change orders or project delays.

Before you begin any demolition or renovation project, thoroughly inspect and inventory the project site for the following items:

- **Appliances:** Appliances may contain CFCs, mercury or PCBs. Appliances that contain CFCs or PCBs must be processed by an appliance de-manufacturer registered with the DNR.
- **Building materials and fixtures that may contain asbestos:** All layers of materials, behind walls, ceiling spaces, etc., should be inspected and sampled unless they are assumed to contain asbestos. The following building components may contain asbestos, but this list is by no means all-inclusive:
 - **Caulking:** Used around windows, doors, corrugated roofing and other places where two materials are joined. PCBs have also been found in caulking materials. Schools and industrial buildings constructed or renovated between 1950 and 1979 are suspected to contain PCB-containing caulk.
 - **Ceilings:** Including acoustical tiles and adhesives, and the materials listed under "Interior and exterior walls" below. All ceiling layers and any spaces above the ceiling where drop ceilings are present should be checked. Insulation debris may also be lying on top of ceiling tiles.
 - **Electrical systems:** Insulators; spark arrestors and transite panels in electrical boxes; wiring insulation; ducts/conduits (transite pipe); and light fixtures.
 - **Flooring:** All sizes of vinyl floor tile, sheet flooring, and linoleum, and felt paper used under hardwood floors.
 - **HVAC systems:** Duct, pipe, and joint insulation because elbows/joints are often coated with asbestos; fiberglass insulation on the straight runs; forced air dampers; wall, floor and chimney penetrations; lining and mortar; fire brick; fire-proofing materials such as transite sheets or heavy paper; boiler insulation; flexible fabric connectors; packing/gaskets and adhesives; paper backing; mastic/adhesives (floor tile, carpet, etc.); and grout and felt paper under hardwood floors.
- **Insulation in ceilings and walls:** Blown-in, spray-applied, and block.
- **Interior and exterior walls:** Wall plaster; joint compound; patches; transite wallboard and siding; fire doors; window putty/glazing/caulking; mortar; asphalt shingles/siding; felt under siding, stucco, textured paint, and other spray-applied materials. Paint containing asbestos is rare except in commercial applications, where it was usually applied as a very thick, often silver-colored coating or added to textured paints.
- **Miscellaneous:** Appliances with a heating element, especially older models; fire curtains and blankets; laboratory tabletops; fume hood linings; blackboards; and fire-resistant clothing like gloves, hoods, aprons, etc.
- **Plumbing:** Pipe wrap, pipe joints, transite counter tops in bathrooms, faucets, packing gaskets, and adhesives.
- **Roofing:** Asphalt shingles; tar-type coatings which are often around vents, chimneys, etc.; transite shingles; roofing felts that are often under a layer of other material; flashings; and mag-block type material found under other material. Check all roof areas and roofing layers.
- **Lighting fixtures/ballasts and bulbs/lamps:** Switches for lighting may use mercury relays. Look for any control associated with exterior or automated lighting systems, such as "silent" wall switches. Several types of light bulbs or lamps contain mercury and must be properly legitimately recycled or disposed of as hazardous waste. These include:
 - **Fluorescent lights:** Even the newer lamps with green-colored ends contain mercury.
 - **High intensity discharge:** metal halide, high pressure sodium, mercury vapor.
 - **Neon**
- **Meters and switches:** Mercury may be found in thermometers, barometers, thermostats, blood-pressure devices, and fluorescent and other types of light bulbs. Any equipment used for measurement of vacuum, pressure, fluid level, temperature, or flow rate could contain mercury. These devices are

most commonly associated with commercial and industrial equipment systems, including tanks, boilers, furnaces, heaters, electrical systems, water cleaning systems, and systems for the movement or pumping of gas (air) or liquids (water). In addition, mercury containing devices are also common in certain agricultural operations such as dairy, and may be present in older model consumer appliances and residential properties, especially larger multi-unit properties.

- **Oil:** Used oil in containers or tanks, hydraulic oils in machinery, electrical transformers and capacitors, and elevator shafts. These oils may contain PCBs and may need to be tested to determine if the oil can be recycled or must be properly disposed of.
- **Paint:** Residential and industrial paints may contain lead, solvents or asbestos. Some industrial paints may contain PCBs.

In addition to the items listed above, be aware of these other site-related concerns:

- **Abandoned wells:** Unused and improperly abandoned wells are a significant threat to groundwater quality. If not properly filled, abandoned wells can directly channel contaminated surface water into the groundwater. State law requires that all wells and drill holes be properly filled prior to any demolition or construction work on the property.
- **Batteries (non-lead-containing):** Batteries may be found in smoke detectors, emergency lighting systems, elevator control panels, exit signs, security systems and alarms. Batteries should be separated from other wastes and taken to a recycling facility or a business that accepts batteries for recycling.
- **Computers and other electronics:** Most electronics are banned from Wisconsin landfills and must be recycled. These can contain hazardous materials such as lead, cadmium, chromium, and mercury and, if not recycled, may be regulated as hazardous waste.
- **Exit signs:** Many self-luminous exit signs contain tritium, a radioactive material. All self-luminous exit signs must have a permanent label that identifies it as containing radioactive material. The label will also include the name of the manufacturer, the product model number, the serial number, and the quantity of tritium contained. It is illegal to abandon or dispose of these signs except by sending them to the manufacturer or to others licensed by the U.S. Nuclear Regulatory Commission.

► HAZARDOUS AND UNIVERSAL WASTES

Some wastes, such as used or unused solvents, sanitizers, paint wastes, chemical wastes, pharmaceuticals, gas cylinders, aerosol cans and pesticides, may be hazardous waste and regulated by the EPA and DNR. Hazardous wastes must be removed from a project site prior to demolition or renovation and be disposed of according to specific rules. Read the DNR publication "Is Your Waste Hazardous?" (WA-1152) at <http://dnr.wi.gov/files/pdf/pubs/wa/wa1152.pdf> to determine if a waste is hazardous. See *Handling and Disposal Choices* on page 7 for information on how to dispose of hazardous wastes on a project site.

Universal wastes are hazardous wastes that can be collected and transported with fewer regulations. Universal wastes include hazardous waste batteries, certain pesticides, mercury thermostats and other mercury-containing equipment and some lamps (light bulbs). In Wisconsin, antifreeze can also be managed as a universal waste if it is recycled. See chapter NR 673 of Wisconsin Administrative Code for more details on recycling and reusing universal waste.

- **Painted concrete:** Walls and foundations often contain painted concrete. With prior DNR approval, contractors can grind the concrete and use it on-site or nearby under a new building or road.
- **Smoke detectors:** The smoke detectors that contain a small amount of radioactive material will be labeled and should be returned to the manufacturer for disposal. Otherwise, smoke detectors may go in the trash.
- **Soil contamination:** A qualified environmental consultant can conduct environmental property assessments including identification of contaminated soil.
- **Spills:** In Wisconsin, all spills of hazardous substances that negatively affect or threaten to negatively affect public health, welfare or the

► REUSE AND RECYCLING OF MATERIALS

Many materials, fixtures and components can be donated or sold for reuse or recycled prior to demolition. As you inventory the project site for harmful materials, take note of materials that can be reused or recycled and remove them from the project site before demolition work begins.

- The Wisconsin Business Materials Exchange is a web service that facilitates the reuse of surplus or unwanted items or materials among businesses, institutions, and organizations. You can use this tool to post items that are available and request an item you may need.
- Consider holding an auction as a way to reuse building materials, fixtures and components once all the harmful materials have been removed.
- Clean brick, building stone, concrete and asphalt can be stockpiled for crushing and reusing in future building projects.
- Clean, untreated wood can be recycled or chipped for mulch or ground cover.
- Many items such as appliances, electronics, paper and cardboard, glass containers and vehicle items are banned from Wisconsin landfills and must be recycled. For a complete list of these items, go to dnr.wi.gov and search "what to recycle."
- The online Wisconsin Recycling Markets Directory contains a list of self-identifying businesses accepting recyclable materials. Make sure your chosen recycler meets local, state and federal regulatory requirements.
- Demolition debris may be taken to a construction and demolition recycling facility if all harmful materials, including all types of asbestos, are removed prior to demolition or renovation.

► OPEN BURNING

It is illegal to burn painted, treated or unclean wood, asphalt, plastics of any kind, oily substances, tires and other rubber products, garbage, recyclables, wet rubbish, and other materials. Demolition materials that cannot be burned include: roofing materials, all kinds of flooring materials, insulation, plywood and other composition board, electrical wiring, cabinetry and countertops, and plastic plumbing.

Burning of clean, unpainted and untreated wood is allowed with a DNR burning permit using DNR-approved methods. When burning this type of wood from demolition waste, you must separate out all of the illegal materials, including painted or treated wood, before any burning occurs. The DNR encourages chipping clean, untreated wood for mulch or ground cover.

If you do decide to burn clean, unpainted and untreated wood, it is your responsibility to know what restrictions apply in the area where you are burning. Remember, you must also follow local burning ordinances that may be more restrictive than state law. Contact your local fire department, town chairperson, or local municipal official for more information on local burning rules.

It is illegal to burn unwanted buildings in Wisconsin. The only exception is for a fire department training exercise. For more information on how to prepare a building for a fire department training exercise, contact the DNR asbestos program coordinator at (608) 266-3658.

environment *must* be immediately reported to the DNR via the Spills Hotline, 800-934-0003.

- **Tanks:** Chemical tanks (underground and aboveground) and septic tanks should be assessed, emptied and decommissioned.
- **Tires:** Tires should be reused or recycled. Your local landfill may collect them for recycling or you can check WisconsinRecyclingDirectory.com and search for “motor vehicle items” and then “tires.”

2 STEP 2. Identify and quantify harmful materials at your job site with specialized inspectors or contractors, if necessary

Asbestos and lead have specific requirements from the Department of Natural Resources and the Department of Health Services for their identification and testing on a project site. See the sections on asbestos and lead in this step for those requirements.

You can identify other harmful materials on a project site, such as CFCs and halons, mercury, and PCBs, by doing an inventory of the building systems and fixtures for the items listed here and in Step 1. You may need some testing to confirm the presence of these materials. The DNR recommends hiring an inspector or consultant who has sufficient experience identifying these materials and can collect samples, if necessary, that will help in identification.

If you have a large or complex project, it may make sense to hire a consultant to oversee the coordination of all waste identification and disposal activities.

► Asbestos

Health risks: Asbestos is a known human carcinogen that can cause serious health problems when disturbed and inhaled. Historically, asbestos was commonly used in industrial, commercial, and residential structures. Asbestos is still used today but to a lesser extent.

Location and/or materials: Asbestos is used in more than 3,000 building materials. Asbestos is commonly found in HVAC systems, electrical systems, interior and exterior walls, roofing materials, ceilings, plumbing, and flooring insulation. It is also found in appliances with a heating element, fire curtains and blankets, laboratory tabletops, fume hood lining, blackboards and fire resistant clothing. Refer to Step 1 for a detailed list of building materials and locations that may contain asbestos.

Identification and testing: The Department of Health Services requires licensed inspectors to identify asbestos. Inspectors can assume asbestos to be present, or they can identify it through testing. The DNR requires an asbestos inspection for certain projects and recommends it for others.

Required projects:

- Two or more contiguous single family homes
- Homes that are part of a larger demolition project
- Multi-family housing with five or more units
- Industrial, manufacturing or commercial buildings including bridges, farm buildings, and churches
- Any structure being prepped for a fire training exercise

Recommended projects:

- Single family homes
- Multi-family housing with 2–4 units

Inspection must be completed and asbestos materials must be removed before beginning any demolition or renovation activities.

► CFCs (chlorofluorocarbons) and halons

Health risks: CFCs and halons damage the earth’s protective ozone layer high in the atmosphere, allowing greater exposure to the sun’s dangerous ultraviolet rays. Some of the harmful effects of increased UV exposure include increased risk of skin cancer, eye cataracts, immune system deficiencies, and crop damage.

Location and/or materials: CFCs can be found in refrigerants in rooftop, room and central air conditioners, refrigerators, freezers, and chillers, dehumidifiers, heat pumps, water fountains and drinking coolers, walk-in coolers (refrigeration or cold storage areas), vending machines and food display cases. Halons are found in fire extinguishers and other fire control equipment.

► Lead

Health risks: Inhaling or swallowing lead dust can cause serious health effects, including kidney disease, neuropathy, infertility, heart and cardiovascular disease, stroke, memory problems, and Alzheimer’s disease.

Location and/or materials: Lead plumbing and lead-based paint are commonly found in many older buildings. Lead may be found in paint on woodwork and metal equipment, leaded glass, lead window-sash weights, lead flashing molds, roof vents, lead pipes and solder. Lead is found in both indoor and outdoor applications. Lead is also found in lead-acid batteries associated with older lighting, exit signs, and security systems.

Identification and testing: The Department of Health Services requires licensed inspectors and risk assessors to identify lead paint. When building surfaces or components are being renovated in any residential and child-occupied buildings built before 1978 (such as private homes, rental units, day care centers, and schools), lead paint must be assumed to be present or identified through testing.

Lead paint sampling is recommended on commercial and industrial projects. The US discontinued manufacturing lead paint for residential use by 1978, but lead is still used in specialty paints in commercial and industrial applications. Most buildings have multiple layers of paint, and all layers should be considered.

► Mercury

Health risks: Liquid mercury evaporates slowly at room temperature and gives off harmful vapors that are invisible and odorless. Breathing these vapors causes the most harm to people, but mercury can also be harmful when it comes in contact with broken skin or when it is swallowed. Women and children are most at risk from mercury poisoning, which can cause brain and nerve damage, resulting in impaired coordination, blurred vision, tremors, irritability and memory loss. Mercury poisoning also causes birth defects.

Location and/or materials: Mercury may be found in thermometers, barometers, thermostats, dental offices, blood-pressure devices, and fluorescent and other types of light bulbs. Any equipment used for measurement of pressure, fluid level, temperature, or flow rate could contain mercury. These devices are most commonly associated with commercial and industrial equipment systems, including tanks, boilers, furnaces, heaters, electrical systems, water cleaning systems, and systems for the movement or pumping of gas (air) or liquid (water). In addition, mercury containing devices are common in certain agricultural operations such as dairy, and may be present in older model consumer appliances, vehicle light switches and residential properties, especially larger multi-unit

properties. Dental offices use mercury-containing amalgam that may be found in sink drain traps. Mercury can also be found as part of older wastewater treatment plant trickling filters.

► PCBs (polychlorinated biphenyls)

Health risks: PCBs may cause cancer in humans and can disrupt hormone and nervous system function. PCBs are persistent in the environment and stay in animals' and humans' systems. PCBs are a source of contamination in fish and have caused fish consumption advisories for humans.

Location and/or materials: PCBs can be found in electrical oils (e.g. transformers and capacitors in appliances) electronic equipment, heat transfer equipment, hydraulic fluids, light ballasts, industrial paints, specialty paints (e.g. swimming pools) and caulking materials. Sumps, oil traps and concrete flooring in facilities that used or manufactured PCBs may be contaminated with PCBs as well. Electrical devices manufactured prior to 1978 should be assumed to contain PCBs.

Identification and testing: You may be able to determine PCB concentrations in electrical equipment oil using identification labels, documents from the manufacturer indicating the PCB concentration at the time of manufacture, or service records showing the PCB concentration measured when the equipment was serviced. If a manufactured date and PCB content label are not found on a transformer or capacitor, the oil should be tested to determine the PCB content prior to dismantling and disposal. Oil-filled electrical equipment labeled "No PCBs" may still contain PCBs, but at a concentration lower than what the EPA regulates. The oils in this equipment should still be tested to see if they contain PCBs and then handled appropriately.

Testing of specialty paint, epoxies and caulks in buildings built or renovated between 1950 and 1979 is recommended. High levels of PCBs are being found in these materials across the country. Once testing is complete, boldly label all surfaces and items that were found to contain PCBs so they are handled appropriately during renovation or demolition.

3 STEP 3. Notify the DNR of demolition or renovation activities prior to starting any demolition or renovation work.

Notification to the DNR is required for all demolition projects meeting any of these categories:

- Two or more contiguous single-family homes
- Homes that are part of a larger demolition project
- Multi-family housing with five or more units
- Industrial, manufacturing or commercial buildings including bridges, farm buildings, and churches
- Any structure being prepped for a fire training exercise

DNR notification is also required for renovation projects meeting any of these criteria, if asbestos removal is involved.

For demolition projects

All demolition projects meeting the previously listed criteria require DNR notification 10 working days before the project work begins.

For renovation projects involving asbestos

All renovation projects meeting the previously listed criteria that involve asbestos require DNR notification 10 working days before the project begins.

Note: While plans to demolish or renovate a single-family home do NOT require DNR notification, it is recommended you take the precautionary steps outlined in this publication.

▶ HANDLING AND DISPOSAL CHOICES

You have a few options for handling and disposing of lead, mercury, PCBs and other wastes from your project site that qualify as hazardous waste. Identifying these options prior to beginning the project can help you schedule transportation and disposal and maintain the overall project schedule.

- **Hire a waste management contractor** to pick up and dispose of hazardous wastes. This takes the guess work out of handling these types of wastes. Contractors have properly trained personnel that will determine appropriate packaging, shipping and vehicle licensing and have established relationships with disposal facilities.

Other choices provide you with reduced regulation and may change depending on the amount of hazardous waste generated in a month. As a contractor, you may manage hazardous wastes you generate at temporary job sites only according to the following options. For more details on these options, see the DNR publication "Pilot Project for Management of Contractor Generated Hazardous Waste" (WA-654) at <http://dnr.wi.gov/files/pdf/pubs/wa/wa654.pdf>.

- **Hire a licensed hazardous waste transporter** to transport the hazardous waste to a licensed or permitted hazardous waste treatment, storage and disposal facility. In this case, you must follow the applicable generator requirements in chapters NR 660-679 of Wisconsin Administrative Code.
- **Leave containerized hazardous waste for the site owner to properly manage.** In this case, the site owner must follow the applicable generator requirements in chapters NR 660-679 of Wisconsin Administrative Code. If you choose this option, be sure to include this in your contract with the site owner.
- **Transport the containerized hazardous waste yourself** directly from the temporary job site to a Household and Very Small Quantity Generator (VSQG) Hazardous Waste Collection Facility. This includes county or municipal Clean Sweep locations. If the total quantity of hazardous waste generated by your company in one month is less than 220 lbs. (about half of a 55-gallon drum), you would be a VSQG and your hazardous waste may be taken to a Clean Sweep location for handling and disposal. Contact your local Clean Sweep coordinator for information on possible fees, accepted materials, and other details.
- **Transport the containerized hazardous waste yourself to your central business location.** This option is currently available under a pilot project. Waste handled in this manner is subject to the pilot project conditions. See the publication referenced above for more information.

STEP 4. Hire specialized consultants, contractors or transporters to remove and properly manage harmful materials prior to starting your project.

Hiring the right consultant, contractor or transporter is important to ensure safe handling practices and disposal options. This section will help you determine who to hire. Links to lists of licensed consultants, contractors and transporters are on the last page under Resources.

► Asbestos

Handling practices: Asbestos professionals trained and certified by DHS are required to perform asbestos removal in most multi-unit residential and all commercial, industrial, manufacturing and government buildings. Most types of asbestos-containing materials must be removed from the building prior to demolition or renovation.

Disposal: The asbestos removal contractor is responsible for disposing of the asbestos materials at a licensed landfill approved to accept asbestos waste. Not all landfills accept asbestos materials, so contractors should call the landfill to find out what materials are accepted and the hours of operation.

In some situations, non-friable asbestos materials (materials that are resistant to crushing), such as floor tile and roofing, may remain in place during the demolition activities. When this is done, the debris must be taken to a municipal or construction and demolition landfill. Debris containing non-friable asbestos materials may not be taken to a construction and demolition recycling facility.

► CFCs (chlorofluorocarbons) and halons

Handling practices: Keep units that contain refrigerants in place for a certified transporter to remove them. Moving them may cause an accidental release of refrigerants. Certified transporters include waste haulers, community recycling programs, and appliance salvage businesses. State law requires that anyone transporting salvaged refrigeration units must certify to the DNR that they will transport items in a way that prevents refrigerant releases. Technicians who remove refrigerants from units must be registered with the DNR and use approved equipment.

Check both portable and installed fire suppression systems for labels indicating halons. Trained technicians are also needed to remove halons. Contact local fire suppression equipment companies or the Halon Recovery Corporation for more information. Do not discharge halon fire extinguishers; intentionally releasing these substances is prohibited under federal regulations.

Disposal: Once the refrigerants are recovered, the unit may be taken to a metal scrap recycling facility. If you send halon-containing equipment offsite for disposal, it must be sent to a manufacturer, fire equipment dealer or recycler operating in accordance with National Fire Protection Association standards.

► Lead

Handling practices: DHS-certified lead-safe contractors are required for any renovations, repairs, painting or other paint-disturbing services on or in the regulated buildings that contain lead paint. These contractors must use lead-safe practices at these properties.

State law prohibits the sale or transfer of any fixture or other object that contains lead-bearing paint if children would have ready access to the fixture or object in its new location.

Disposal: Dispose of in a landfill any painted wood or building components that contain lead paint. Do not burn or chip wood that contains lead paint or use it for landscaping.

Lead paint waste, such as lead paint chips or lead paint removed from commercial or industrial buildings, must be tested to determine if it is a hazardous waste for disposal purposes.

See *Handling and Disposal Choices on page 7 for handling and disposal options.*

► Mercury

Handling practices: You may collect intact mercury-containing devices and bring them back to your primary business location or bring them directly to an off-site mercury recovery facility. Do not remove mercury ampoules or free liquids from the device. Store devices in a covered plastic container to prevent them from breaking. Label the container to assist proper handling and disposal.

If any mercury is spilled or released during handling, report the spill immediately by calling the DNR 24-hour Spills Hotline: (800) 934-0003. Mercury spreads quickly, and even a small spill can cause big cleanup costs in a short period of time.

Disposal: Trained professionals and specific equipment are needed for safe removal of mercury from ampoules and devices. Mercury must be transported by a licensed hazardous waste transporter to a mercury facility to be recycled or reclaimed.

See *Handling and Disposal Choices on page 7 for handling and disposal options.*

► **PCBs (polychlorinated biphenyls)**

Handling practices: The EPA recommends that caulk containing PCBs be removed during planned renovations and repairs (when replacing windows, doors, roofs, ventilation, etc.). It is important to ensure that PCBs are not released into the air during renovation or repair of affected buildings.

Oils with PCB content greater than 50 ppm are prohibited from being mixed with other materials to reduce the PCB content.

Disposal: PCBs must be transported either by your company, a licensed hazardous waste transporter or a full-service contractor. PCBs and PCB-containing wastes must be taken to a licensed disposal facility or directly to a licensed incineration facility. Arrangements for accepting PCBs must be made with these facilities ahead of time.

See *Handling and Disposal Choices on page 7 for handling and disposal options.*

► **DEMOLITION AND RENOVATION WASTE**

Disposal options for demolition and renovation wastes depend on the type of waste and, in some cases, the amount generated. Solid wastes such as trash, painted wood, and fiberglass insulation can be disposed of at solid waste transfer stations and landfills, including construction and demolition landfills.

If demolition wastes are going to a construction and demolition landfill, all non-building components, such as books, furniture and trash must be removed before you begin demolition (note that most of these non-building components can be reused or recycled). Non-building components may stay in the building if the demolition waste is going to a municipal solid waste landfill. Check with local landfills prior to demolition to determine how to manage your wastes.

Demolition debris may be taken to a construction and demolition recycling facility if all asbestos materials and other harmful materials have been removed prior to demolition or renovation.

To find a list of these facilities licensed in Wisconsin, go to dnr.wi.gov and search "licensed waste haulers and facilities."

STEP 5. Request and file all receipts for the disposal of harmful and non-harmful materials related to the project to avoid potential enforcement action.

As materials are removed from the project site, ask your contractors for disposal receipts to document the disposal or recycling of your wastes. This is an important step in protecting your company. If materials are illegally dumped, the DNR will investigate to determine where the materials came from. Part of the investigation process would be to identify projects in the area that may have been the source of the illegally dumped materials. Receipts show that your project wastes were disposed of appropriately and protect you from liability issues and fines and/or forfeitures.

Once the harmful materials have been removed from the project site and the notification to DNR is submitted with the appropriate dates of demolition, demolition may begin. This includes first removing materials for reuse or recycling. If all harmful materials, including all types of asbestos, have been removed from the building or structure before demolition, the resulting debris may be taken to a construction and demolition recycling facility.

Asbestos

- DNR asbestos program requirements: dnr.wi.gov, search "asbestos"
- DHS Wisconsin Asbestos Program: www.dhs.wi.gov/asbestos/
- DHS-certified asbestos companies: at the link above, look for "certified company" in the left-hand margin

Brownfields

- DNR brownfields redevelopment: dnr.wi.gov, search "brownfield"

CFCs and halons

- DNR refrigerant recovery program: dnr.wi.gov, search "refrigerants"

Demolition debris, waste, transporters, landfills and other licensed facilities

- DNR demolition, construction & renovation information: dnr.wi.gov, search "demolition"
- DNR waste and materials management: dnr.wi.gov, search "waste"
- DNR list of licensed haulers and facilities: dnr.wi.gov, search "licensed waste haulers and facilities"
- Contact the DNR: 608-266-2111 or DNRWasteMaterials@wisconsin.gov

Hazardous and universal wastes

- DNR hazardous waste information: dnr.wi.gov, search "hazardous waste"
- "Is Your Waste Hazardous?" (DNR publication WA-1152): <http://dnr.wi.gov/files/pdf/pubs/wa/wa1152.pdf>
- Handling and disposal of hazardous wastes – "Pilot Project for Management of Contractor Generated Hazardous Waste" (DNR publication WA-654): <http://dnr.wi.gov/files/pdf/pubs/wa/wa654.pdf>.
- Wisconsin Administrative Code chapter NR 673 – Universal Waste Management Standards: http://docs.legis.wisconsin.gov/code/admin_code/nr/600/673/

Lead

- DHS Lead-Safe Wisconsin: www.dhs.wi.gov/lead/
- DHS-certified lead companies: at the link above, look for "certified company" in the left-hand margin
- DNR Application for Low Hazard Waste Exemption for Reuse of Concrete Coated with Lead-Bearing Paint – Form 4400-274 (R 2/12) <http://dnr.wi.gov/files/pdf/forms/4400/4400-274.pdf>

Mercury

- EPA information on mercury: www.epa.gov/hg/consumer.htm

PCBs

- EPA information on PCBs: www.epa.gov/wastes/hazard/tsd/pcbs/
- Wisconsin Administrative Code chapter NR 157 – Management of PCBs and Products containing PCBs: docs.legis.wisconsin.gov/code/admin_code/nr/100/157/

Reuse & recycling

- DNR recycling program: dnr.wi.gov, search "recycling"
- WasteCapDIRECT – a centralized, online directory of construction and demolition recycling processors, haulers and end markets: www.wastecap.org
- Wisconsin Recycling Markets Directory: www.wisconsinrecyclingdirectory.com

Storage tanks

- Department of Safety and Professional Services storage tank database: <http://dsps.wi.gov/online-services/storage-tanks>

Wisconsin Administrative Code

- Wisconsin Legislative Documents: <http://docs.legis.wisconsin.gov>

WISCONSIN DNR



**Wisconsin Department of Natural Resources
Waste & Materials Management Program**

PO Box 7921
Madison, WI 53707

(608) 266-2111
DNRWasteMaterials@wisconsin.gov

Publication WA-651
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The Wisconsin Department of Natural Resources provides equal opportunity in its employment, programs, services, and functions under an Affirmative Action Plan. If you have any questions, please write to Equal Opportunity Office, Department of Interior, Washington, D.C. 20240.

This publication is available in alternative format (large print, Braille, audio tape, etc.) upon request. Please call (608) 266-2111 for more information.





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Suite 103
Sheboygan, WI 53081
Tel: 920.422.4888

Asbestos • Lead Paint • Mold • Indoor Air Quality • Industrial Hygiene

October 24, 2024

City of Sheboygan
c/o Bernie Rammer
828 Center Avenue, Ste. 110
Sheboygan, WI 53081

Project:	Asbestos Material Analysis
Site:	Wells Fargo Bank 636 Wisconsin Avenue Sheboygan, WI 53081
Work Area:	Foundation Walls
Collected by:	Bruce Ten Haken All-15079
NorthStar No.	240-623A

NorthStar Environmental Testing, LLC (NorthStar) was authorized by Bernie Rammer on behalf of the City of Sheboygan to perform bulk sample collection and analysis for the presence of asbestos. The testing was limited to the accessible coatings on foundation walls:

Sample ID	Bldg. Level	Material Location	Material Sample (Collected 8/12/24)	Description	Asbestos Content
623-170	Bsmt.	Sump Pump Room	Coating on Concrete	Black	None Detected
623-171	Bsmt.	Room 36: East Wall	Coating on Concrete	Black	2 % Chrysotile
623-172	Bsmt.	Room 36: South Wall	Coating on Concrete	Black	None Detected
623-173	Bsmt.	Room 46: North Wall	Coating on Concrete	Black	None Detected

Sample ID	Bldg. Level	Material Location	Material Sample (Collected 10/17/24)	Description	Asbestos Content
623A-7	Exterior	W. Side: Foundation	Coating on Concrete	Black	None Detected
623A-8	Exterior	S. Side Planter: Foundation	Coating on Concrete	Black	5 % Chrysotile
623A-9	Exterior	S. Side, E.: Foundation	Coating on Concrete	Black	None Detected
623A-10	Exterior	E. Side: Concrete Slab/Roof	Roofing over Concrete	Black	None Detected
623A-11	Exterior	E. Side: Concrete Slab/Roof	Coating on Concrete	Black	None Detected
623A-12	Exterior	E. Side: Foundation	Caulk/Tar on Concrete	Black	None Detected
623A-13	Exterior	E. Side: Foundation	Coating on Concrete	Black	None Detected

(continued on Page 2 of 3)

Sample ID	Bldg. Level	Material Location	Material Sample (Collected 10/17/24)	Description	Asbestos Content
623A-14	Exterior	E. Side: Concrete Slab/Roof	Foam Glass Insulation	Black	None Detected
623A-15	Bsmt.	E. Wall, N.: Room 36	Coating on Concrete	Black	2 % Chrysotile
623A-16	Bsmt.	E. Wall, S.: Room 36	Coating on Concrete	Black	2 % Chrysotile
623A-17	Bsmt.	Room 36: S. Wall, W.	Coating on Concrete	Black	None Detected
623A-18	Bsmt.	NE Sump Rm: W. Wall, S.	Coating on Concrete	Black	None Detected
623A-19	Bsmt.	Room 31: W. Wall, UPPER	Coating on Concrete	Black, Thick	None Detected
623A-20	Bsmt.	Room 31: W. Wall, MAIN	Coating on Concrete	Black	5 % Chrysotile
623A-21	Bsmt.	Room 46: S. Wall	Coating on Concrete	Black	None Detected
623A-22	Exterior	N. Side: Concrete Slab/Roof	Roofing over Concrete	Black	None Detected
623A-23	Exterior	N. Side: Concrete Slab/Roof	Coating on Concrete	Black	None Detected
623A-24	Exterior	N. Side, W.: Foundation	Coating on Concrete	Black, Flex.	None Detected
623A-25	Exterior	N. Side, W.: Foundation	Coating on Concrete	Black, Brittle	None Detected
623A-26	Exterior	N. Side, W.: Foundation	Coating on Concrete	Black	None Detected

Sample ID	Bldg. Level	Material Location	Material Sample (Collected 10/21/24)	Description	Asbestos Content
623A-27	Bsmt.	Room 36: E. Wall, Center	Concrete/Parge Coat	Off-white	None Detected
623A-28	Bsmt.	Room 36: S. Wall, East	Coating on Concrete	Black	None Detected
623A-29	Bsmt.	Hallway B-3: North End	Membrane/Tar on Block	Black	None Detected
623A-30	Bsmt.	Hallway B-3: North End	Tar on Block	Black	None Detected
623A-31	Bsmt.	Hallway B-3: East Wall, Ctr.	Membrane/Tar on Block	Black	None Detected
623A-32	Bsmt.	Hallway B-3: East Wall, Ctr.	Tar on Block	Black	None Detected

Samples with a confirmed analysis of greater than one percent (>1%) are to be considered an asbestos containing material (ACM) requiring special handling and disposal measures. OSHA regulations still apply to materials with less than or equal to one percent (≤1%) asbestos.

The exterior samples collected on 10/17/2024 were collected with the assistance of an excavator digging down to a depth of ~4 feet. Sample locations were chosen randomly based on accessibility.

A map showing sample locations along with areas where ACM foundation coating appears to be located is attached. The sample locations were chosen randomly based on accessibility. **Additional areas of ACM foundation coatings may be present.** Additional testing during demolition activities may be necessary. Also, a northeast section of the building appears to have been demolished during a renovation to the structure. It is unknown if the foundations or basement slabs were removed at that time.

The following is a brief description of ACM foundation coating locations based on the samples collected:

- West Side of Building: South section where raised planting area is located including SW entry.
- South Side of Building: West section where raised planting area is located including SW entry.
- Room 36: East wall
- Mechanical Room 31: West wall

Laboratory:	Eurofins CEI, Inc. NVLAP# 101768-0		
Analysis Date:	8/13/2024, 10/18/2024, 10/22/2024		
Collected By:	Bruce Ten Haken (All-15079)	Date:	8/12/2024, 10/17/2024, 10/21/2024

Bulk sample analysis by polarized light microscopy with dispersion staining; USEPA method: EPA 600/M4-82/020 & EPA 600/R-93/116 (where applicable); Reported percentages are visually estimated by volume. Unless otherwise requested by client, each material or layer of a non-homogeneous sample is analyzed separately with reported percentages based on total sample. This report is not to be used to claim product endorsement by NVLAP or any other U.S. Government agency. NorthStar bears no responsibility for sample collection activities or analytical method limitations. Interpretation of the data contained in this report is the responsibility of the client.

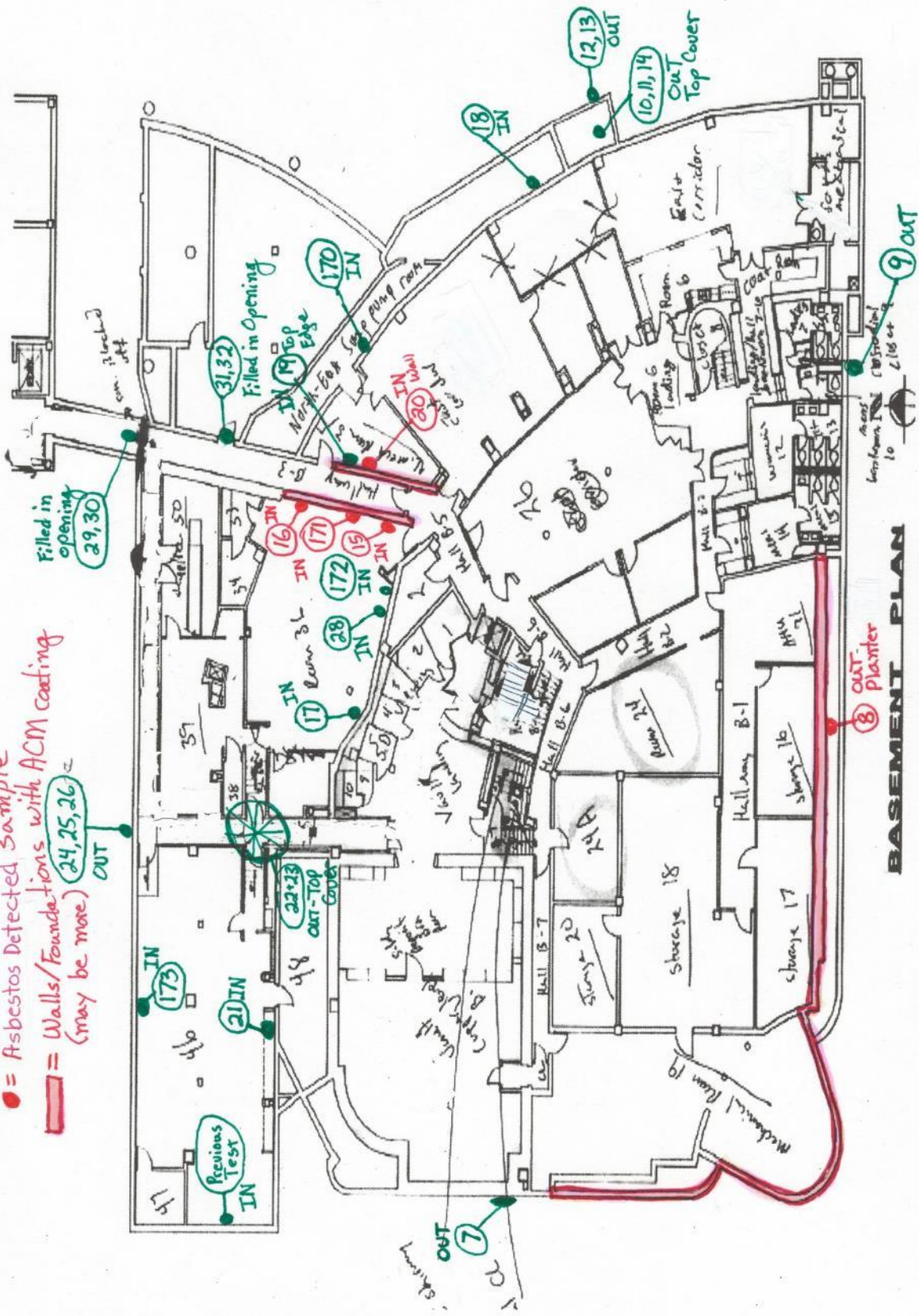
Submitted By,
NorthStar Environmental Testing, LLC.



Bruce Ten Haken
Project Manager

10-23-2024

- = No Asbestos Detected Sample
- = Asbestos Detected Sample
- = Walls/Foundation with ACM coating (may be more)



**CITY OF SHEBOYGAN
RESOLUTION 115-24-25**

BY ALDERPERSONS MITCHELL AND PERRELLA.

NOVEMBER 4, 2024.

A RESOLUTION adopting public participation procedures regarding the City of Sheboygan Comprehensive Plan.

WHEREAS, the City of Sheboygan is preparing a Comprehensive Plan under Wis. Stat. § 66.1001; and

WHEREAS, the City of Sheboygan may amend the Comprehensive Plan from time to time; and

WHEREAS, Wis. Stat. § 66.1001(4) requires that a governing body of a local unit of government adopt written procedures designed to foster public participation in the adoption or amendment of a comprehensive plan; and

WHEREAS, the City has prepared and publicly reviewed such written procedures entitled *City of Sheboygan comprehensive Plan, Public Participation Procedures*, a copy of which is attached hereto.

NOW, THEREFORE, BE IT RESOLVED: That the Common Council hereby adopts the *City of Sheboygan Comprehensive Plan, Public Participation Procedures*.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

_____.

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of Sheboygan

Meredith DeBruin, City Clerk, City of Sheboygan

City of Sheboygan Comprehensive Plan

Public Participation Procedures

The City of Sheboygan's Comprehensive Plan guides future planning and development in the city and public involvement is the cornerstone of any good community plan. In accordance with Wisconsin State Statute 66.1001(4), which defines "Procedures for Adopting Comprehensive Plans," these adopted written procedures are designed to foster public participation, including open discussion, communication programs, information services, and public meetings and shall apply to the adoption and any amendments to the City of Sheboygan's Comprehensive Plan.

A comprehensive plan, while rooted in technical analysis, is also extensively based on the community's local values. The plan should reflect (1) how the community envisions growing and (2) what they want their community to become. Accordingly, the City of Sheboygan will solicit input from the public, from stakeholders, and from other local officials to ensure the City of Sheboygan's Comprehensive Plan is a statement of the community's desired vision and identity. The planning process will rely on a range of activities and efforts to access that input. Primary activities and efforts typically include:

- Plan Commission meetings
- Community surveys/workshops
- Public meetings/open houses
- Public comment period and public hearing

The primary engagement activities, as well as other secondary activities that may be used, are discussed in more detail in the sections below.



Plan Commission Meetings

The comprehensive plan planning process will involve meetings with the City's Plan Commission. These meetings provide a forum where citizens can learn about the comprehensive plan, its components, and express their desires of what should be incorporated into the plan. Public notices shall be posted at appropriate locations to increase the likelihood of public participation.

Interpreters will be present to ensure equal access to the growing numbers of community members whose primary language is not English. The meetings will also be broadcast online on the city's social media pages to ensure those who cannot be physically present will have an opportunity to learn about and comment on the comprehensive plan.

Commission members will have the opportunity to hear public feedback and make consensus decisions on the elements of the comprehensive plan.

Before or following many of the meetings, commission members will receive draft elements or components of the comprehensive plan to review and comment on.

Community Survey and Nominal Group Exercise

An online survey may be created for property owners and stakeholders of the City of Sheboygan to provide their insights on the future of the city, what they wish to be incorporated in the plan, and identify points of interest and importance in the city. This insight will help guide the creation of the comprehensive plan. Postcards, informational flyers, or other correspondence may be used to promote the link to the survey and instructions for where the public can get a hard copy of the survey, if necessary.

A nominal group exercise can also be utilized to gather public input for the plan. This will involve facilitation of several groups at an open meeting. Issues from each group will be collected and ranked to determine common themes to be addressed in the plan.

Project Webpage Updates

The City of Sheboygan may host a project specific webpage on their website. The webpage would provide an opportunity for the community to learn about the project and planning process. It would also allow the City of Sheboygan to provide regular updates on the progress of the comprehensive plan, share current drafts of the plan, and distribute key information.

Social Media Presence

The City of Sheboygan maintains a social media presence and may choose to post updates or outreach questions on platforms such as Facebook and Twitter. The City of Sheboygan would manage its social media presence or coordinate and cooperate with additional organizations that could assist with providing content.

Informational Flyers

Flyers and pamphlets provide valuable information on the planning process and describe how the public can participate during the comprehensive planning process.

Email and Newsletters

Members of the public who are subscribed to receive regular email updates and newsletters from the city could be sent updates on the plan progress and information on public participation opportunities.

School District

An opportunity for information sharing is possible between the City of Sheboygan and the Sheboygan Area School District (SASD). The school may assist with the planning process by promoting the plan or serving as a secondary source for information distribution.

Public Access and Public Comment on Draft Document

In all cases, Wisconsin's open records law will be complied with. During the public review period for the comprehensive plan, a copy of the draft plan will be made available at Sheboygan City Hall for public inspection, or locations designated by the city. The public is encouraged to submit written comments on the plan or any suggested amendments to the plan. Written comments should be addressed to the city's Director of Planning and Development who will record the transmittal and forward copies of the comments to the Plan Commission for consideration. The Plan Commission shall respond to written comments either individually or collectively by type of comments. Plan Commission responses may be in the form of written or oral communication, or by a written summary of the city's disposition of the comments in the comprehensive plan.

Open House(s)

Open houses provide the opportunity for the public to view and provide comments on the progress and/or final product of the comprehensive planning process. A minimum of one open house will be held prior to the required public hearing.

Public Hearing and Public Comment Period

The required public hearing will allow members of the public to make direct comments to the city on the nature of the comprehensive plan. The public hearing will be preceded by a Class 1 notice under ch. 985 that is published at least 30 days before the hearing is held. The Class 1 notice shall contain at least the following information:

1. The date, time, and place of the hearing.
2. A summary, which may include a map, of the proposed Comprehensive Plan.
3. The name of an individual employed by the City of Sheboygan who may provide additional information regarding the proposed ordinance.
4. Information relating to where and when the proposed comprehensive plan may be inspected before the hearing, and how a copy of the plan may be obtained.

Upon the day of publication of the public hearing notice, copies of the plan will be made available for public review at desired locations in the community or at Sheboygan City Hall. An electronic version of the proposed plan will also be made available to the public via the city's website. Written comments on the plan from members of the public will be accepted by the Plan Commission at any time prior to the public hearing and at the public hearing.

City of Sheboygan Plan Commission Adoption of Plan by Resolution

The City Plan Commission will recommend the adoption or amendment of the comprehensive plan only by the adoption of a resolution by a majority vote of the entire Commission at a regularly scheduled and publicly noticed meeting of the Plan Commission in accordance with s. 66.1001 (4) b. The vote shall be recorded in the official minutes of the Plan Commission. The resolution shall refer to maps and other descriptive materials that relate to one or more elements of the Comprehensive Plan.

Adoption of Comprehensive Plan by The Common Council

Following at least one public hearing and after adoption of a resolution by the City Plan Commission, The Common Council will adopt the Comprehensive Plan by ordinance. A majority vote of the members-elect is necessary for adoption.

Distribution of the Adopted Plan

In accordance with State Statute 66.1001(4), Procedures for Adopting Comprehensive Plans, one copy of the adopted comprehensive plan or amendment shall be sent to the following:

1. Every governmental body that is located in whole or in part within the boundaries of the local governmental unit.
2. Every local governmental unit that is adjacent to the local governmental unit which is the subject of the plan.
3. The Wisconsin Department of Administration
4. The Bay-Lake Regional Planning Commission
5. The public library that serves the City of Sheboygan.

Additional Steps for Public Participation

The city reserves the right to execute additional steps, means, or methods to gain additional public participation and/or additional understanding of the Comprehensive Plan and the process of its development and adoption.

State Statutes

Where there is a conflict with these written procedures and provisions of s. 66.1001 (4) *Procedures for Adopting a Comprehensive Plan*, the state statutes apply.

Amendments

The Common Council of the City of Sheboygan may amend these procedures from time to time.

**CITY OF SHEBOYGAN
R. C. 143-24-25**

BY COMMITTEE OF THE WHOLE.

NOVEMBER 4, 2024.

Your Committee to whom was referred Res. No. 93-24-25 by Alderpersons Mitchell and Perrella establishing the 2025 Budget appropriations and the 2024 Tax Levy for use during the calendar year; recommends adopting the Resolution with amendment to the 2025 Proposed Transit Budget for replacement motors in the 2010 Heavy duty fixed route buses to increase the expected useful life. Increase Account No. 651352-562110 by \$100,000. Increase account No. 651-433200 by \$50,000. Increase Account No. 651-435370 by \$6,600. Increase Account No. 651-433310 by \$43,400.

Committee:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

_____.

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of Sheboygan

Meredith DeBruin, City Clerk, City of Sheboygan

**CITY OF SHEBOYGAN
RESOLUTION 93-24-25**

BY ALDERPERSONS MITCHELL AND PERRELLA.

OCTOBER 7, 2024.

A RESOLUTION establishing the 2025 Budget appropriations and the 2024 Tax Levy for use during the calendar year.

WHEREAS, Section 2-867 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 2025 as proposed by the City Administrator; and

WHEREAS, a public hearing on the budget will be held on November 4, 2024 as required; and

WHEREAS, the 2025 budget requires a tax levy to partially finance the appropriations.

NOW, THEREFORE, BE IT RESOLVED: That the following are hereby adopted as set forth in the attachment and established in the budget document by the Common Council of the City of Sheboygan:

Budgeted revenue estimates and expenditure appropriations for the year 2025 for the City's General Fund; Special Revenue Funds – Federal Grant, MEG Unit, Tourism, Senior Services, Library, Community Development Block Grant, Affordable Housing, Redevelopment Authority, Special Assessment; Debt Service – G.O. Debt Service; Capital Improvement Funds – Capital Fund, Industrial Park Fund, TID 16, TID 17, TID 18, TID 19, TID 20, TID 21, TID 22, TID 23, TID 24; Proprietary Funds – Wastewater, Refuse, Marina/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 2025 Budget be approved.

BE IT FURTHER RESOLVED: That the property tax levy required to finance the 2025 Budget is \$29,381,887.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

_____.

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of Sheboygan

Meredith DeBruin, City Clerk, City of Sheboygan

PERSONNEL SCHEDULE
AUTHORIZED PERMANENT POSITIONS 2022 - 2025

	2022	2023	2024	2024	2025
	<u>Actual</u>	<u>Actual</u>	<u>Adopted</u>	<u>Estimated</u>	<u>Proposed</u>
GENERAL FUND					
GENERAL GOVERNMENT					
Office of the Mayor					
Mayor	1.00	1.00	1.00	1.00	1.00
Assistant to the Mayor & Communications Specialist	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>
Total Office of the Mayor	2.00	2.00	2.00	2.00	2.00
Office of the City Clerk					
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>1.00</u>	<u>1.00</u>	<u>1.00</u>
Total Office of the City Clerk	3.75	3.75	4.00	4.00	4.00
Office of the City Administrator					
City Administrator	1.00	1.00	1.00	1.00	1.00
Assistant to the City Administrator	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>
Total Office of the City Administrator	2.00	2.00	2.00	2.00	2.00
Finance Department					
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	1.00	1.00	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
Accounting Associate	1.00	1.00	1.00	1.00	0.00
Accounting Clerk	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.50</u>	<u>0.50</u>
Total Finance Department	8.00	8.00	8.00	8.50	7.50
Human Resources Department					
Director of Human Resources & Labor Relations	1.00	1.00	1.00	1.00	1.00
Human Resources Generalist	2.00	2.00	2.00	2.00	3.00
Human Resources Administrative Assistant	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>	<u>0.00</u>
Total Human Resources Department	4.00	4.00	4.00	4.00	4.00
Office of the City Attorney					
City Attorney	1.00	1.00	1.00	1.00	1.00
Deputy City Attorney	0.00	0.00	1.00	1.00	1.00
Assistant City Attorney	1.40	1.40	1.00	1.00	1.00
Paralegal	<u>2.00</u>	<u>2.00</u>	<u>2.00</u>	<u>2.00</u>	<u>2.00</u>
Total City Attorney's Office	4.40	4.40	5.00	5.00	5.00
Municipal Court					
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
Municipal Court Assistant Clerk	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>
Total Municipal Court	2.50	2.50	2.50	2.50	2.50
Buildings Maintenance					
Director of Facilities & Operations	0.00	0.00	0.00	0.00	1.00
Journeyman Electrician	0.00	0.00	0.00	0.00	1.00
Maintenance Technician	0.00	0.00	0.00	0.00	3.00
Custodian	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>3.00</u>
Total Buildings Maintenance	0.00	0.00	0.00	0.00	8.00
TOTAL GENERAL GOVERNMENT	26.65	26.65	27.50	28.00	35.00
PUBLIC SAFETY					
Police Department					
Chief of Police	1.00	1.00	1.00	1.00	1.00
Assistant Chief	0.00	0.00	1.00	1.00	1.00
Captain	3.00	3.00	2.00	2.00	2.00
Lieutenant	4.00	4.00	5.00	5.00	5.00
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	0.00

**PERSONNEL SCHEDULE
AUTHORIZED PERMANENT POSITIONS 2022 - 2025**

	2022	2023	2024	2024	2025
	<u>Actual</u>	<u>Actual</u>	<u>Adopted</u>	<u>Estimated</u>	<u>Proposed</u>
Court Services Specialist	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	7.90	7.90	7.90	7.90	7.90
Administrative Specialist	0.00	0.00	3.00	3.00	3.00
Time Agency Coordinator	1.00	1.00	0.00	0.00	0.00
Department Secretary	2.00	2.00	0.00	0.00	0.00
Victim Services Coordinator	0.00	0.00	1.00	1.00	1.00
Crime Analyst	1.00	1.00	1.00	1.00	1.00
Mechanic	1.00	1.00	1.00	1.00	1.00
Property Officer	1.00	1.00	1.00	1.00	1.00
Digital Evidence Manager	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>
Total Police Department	103.90	103.90	105.90	105.90	104.90
Fire Department					
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	12.00	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	39.00	39.00	39.00
Admin Coordinator	1.00	1.00	1.00	1.00	1.00
Administrative Assistant	<u>0.63</u>	<u>0.63</u>	<u>0.63</u>	<u>0.63</u>	<u>0.63</u>
Total Fire Department	74.63	74.63	77.63	77.63	77.63
<i>*Ambulance Fund was combined into Fire Department during 2022</i>					
Building Inspection					
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	0.00	0.00
Housing Specialist	0.00	0.00	0.00	0.50	0.50
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	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>
Total Building Inspection	8.00	8.00	8.00	7.50	7.50
TOTAL PUBLIC SAFETY	186.53	186.53	191.53	191.03	190.03
PUBLIC WORKS					
Administration					
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	1.00	1.00	1.00	1.00	1.00
Clerk II	<u>2.00</u>	<u>2.00</u>	<u>2.00</u>	<u>2.00</u>	<u>2.00</u>
Total Public Works Administration	5.00	5.00	5.00	5.00	5.00
Engineering					
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
City Surveyor	1.00	1.00	1.00	1.00	1.00
Senior Engineer Technician	1.00	1.00	1.00	1.00	0.00
Engineering Technician	1.00	1.00	1.00	1.00	2.00
GIS Project Specialist	1.00	1.00	1.00	1.00	1.00
Environmental Engineer	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>
Total Engineering	8.00	8.00	8.00	8.00	8.00
Facilities and Traffic					
Facilities Superintendent	1.00	1.00	1.00	1.00	0.00
Maintenance Worker IV-Leadman Sign Shop	1.00	1.00	1.00	1.00	0.00
Maintenance Technician	2.00	2.00	2.00	2.00	0.00
Journeyman Electrician	2.00	2.00	2.00	2.00	0.00
Maintenance Worker	1.00	1.00	1.00	1.00	0.00
Maintenance Worker - Sign Shop	3.00	3.00	3.00	3.00	0.00
Custodian II	1.00	1.00	1.00	1.00	0.00
Custodian I	1.00	2.00	2.00	2.00	0.00
Custodian I - PT	<u>0.50</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Total Facilities and Traffic	12.50	13.00	13.00	13.00	0.00
Streets and Traffic					

**PERSONNEL SCHEDULE
AUTHORIZED PERMANENT POSITIONS 2022 - 2025**

	2022	2023	2024	2024	2025
	<u>Actual</u>	<u>Actual</u>	<u>Adopted</u>	<u>Estimated</u>	<u>Proposed</u>
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
Journeyman Electrician	0.00	0.00	0.00	0.00	1.00
Engineering Technician	1.00	1.00	1.00	1.00	1.00
Foreman - Streets & Sanitation	2.00	2.00	2.00	2.00	2.00
Leadman - Sign Shop	0.00	0.00	0.00	0.00	1.00
Heavy Equipment Operator - Streets	4.00	4.00	4.00	4.00	4.00
Equipment Operator - Streets	2.00	4.00	4.00	4.00	2.00
Equipment Operator - Sewer	0.00	1.00	1.00	1.00	1.00
Equipment Operator - Sanitation	4.00	4.00	4.00	4.00	0.00
Maintenance Worker - Streets	16.00	14.00	14.00	14.00	14.00
Maintenance Worker - Sewer	0.00	3.00	3.00	3.00	3.00
Maintenance Worker - Sign Shop	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>3.00</u>
Total Streets and Sanitation	31.00	35.00	35.00	35.00	34.00
Parks and Cemetery					
Parks & Forestry Superintendent	1.00	1.00	1.00	1.00	1.00
City Forester	1.00	1.00	1.00	1.00	0.00
Foreman - Parks	2.00	1.00	1.00	1.00	1.00
Heavy Equipment Operator - Parks	1.00	2.00	2.00	2.00	1.00
Equipment Operator - Parks	2.00	2.00	2.00	2.00	2.00
Arborist	3.00	3.00	3.00	3.00	0.00
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>
Total Parks and Cemetery	17.00	17.00	17.00	17.00	12.00
TOTAL PUBLIC WORKS	73.50	78.00	78.00	78.00	59.00
CULTURE AND RECREATION					
Senior Services					
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	1.00	1.00	1.00	1.00	1.00
Café Coordinator	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.63</u>	<u>0.63</u>
Total Senior Services	3.00	3.00	3.00	3.63	3.63
CONSERVATION AND DEVELOPMENT					
Planning					
Planning & Development Director	1.00	1.00	1.00	1.00	1.00
Planning & Development Supervisor	0.00	0.00	1.00	1.00	1.00
Planning & Zoning Administrator	1.00	1.00	1.00	1.00	1.00
Community Development Planner	1.00	1.00	1.00	1.00	1.00
Associate Planner	1.00	1.00	1.00	1.00	1.00
Housing Specialist	0.00	0.00	0.00	0.50	0.50
Program Compliance Specialist	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>
Total Planning and Development	5.00	5.00	6.00	6.50	6.50
Forestry					
City Forester	0.00	0.00	0.00	0.00	1.00
Arborist	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>4.00</u>
Total Forestry	0.00	0.00	0.00	0.00	5.00
TOTAL CONSERVATION AND DEVELOPMENT	5.00	5.00	6.00	6.50	11.50
TOTAL GENERAL FUND	294.68	299.18	306.03	307.15	299.15
SPECIAL REVENUE FUND					
Mead Public Library					
Library Director	1.00	1.00	1.00	1.00	1.00
Administrative Services Manager	1.00	1.00	1.00	0.00	0.00
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	9.00	9.00	9.00	9.00	9.00
Maintenance Supervisor	1.00	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	1.00	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

**PERSONNEL SCHEDULE
AUTHORIZED PERMANENT POSITIONS 2022 - 2025**

	2022	2023	2024	2024	2025
	<u>Actual</u>	<u>Actual</u>	<u>Adopted</u>	<u>Estimated</u>	<u>Proposed</u>
Public Safety Specialist	1.00	1.00	1.00	1.00	1.00
Security Monitor	0.00	0.00	0.50	0.50	0.50
Associate Librarian	0.00	0.00	2.00	2.00	4.00
Library Assistant	9.25	9.25	8.50	8.50	6.50
Cleaner	1.50	2.00	1.50	1.50	2.00
Library Clerk	<u>6.75</u>	<u>6.00</u>	<u>7.50</u>	<u>7.50</u>	<u>7.00</u>
Total Mead Public Library	39.50	39.25	42.00	41.00	41.00
Cable Television					
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>
Total Cable Television	1.25	1.25	1.25	1.25	1.25
TOTAL SPECIAL REVENUE FUNDS	40.75	40.50	43.25	42.25	42.25
PROPRIETARY FUNDS					
Recycling Utility					
Foreman - Streets & Sanitation	1.00	1.00	1.00	1.00	0.00
Equipment Operator - Recycling	<u>2.00</u>	<u>2.00</u>	<u>2.00</u>	<u>2.00</u>	<u>0.00</u>
Total Recycling Utility	3.00	3.00	3.00	3.00	0.00
Refuse Utility					
Foreman - Sanitation & Recycling	0.00	0.00	0.00	0.00	1.00
Equipment Operator - Recycling/Sanitation	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>8.00</u>
Total Refuse Utility	0.00	0.00	0.00	0.00	9.00
Marina/Boating Fund					
Marina General Manager	0.00	0.00	0.00	1.00	1.00
Maintenance Technician	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>1.00</u>	<u>1.00</u>
Total Marina/Boating Fund	0.00	0.00	0.00	2.00	2.00
Transit Utility					
Director Parking/Transit	1.00	0.70	0.70	0.70	0.70
Operations Supervisor	2.00	2.00	2.00	2.00	2.00
Maintenance Foreman	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	0.00	0.00	0.00	0.00
Safety & Training Coordinator	1.00	1.00	1.00	1.00	1.00
ADA & Paratransit Coordinator	1.00	1.00	1.00	1.00	1.00
Transit Coordinator	3.00	2.25	2.00	2.00	2.00
Public Transit Bus Driver	17.60	19.00	19.00	19.00	20.25
On-Demand Bus Driver	10.05	7.00	7.00	7.00	8.00
Maintenance Assistant	1.90	1.60	2.50	2.50	2.50
Utility Worker	1.50	0.00	0.00	0.00	0.00
Cleaner	<u>1.05</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Total Transit Utility	45.10	38.55	39.20	39.20	41.45
Parking Utility					
Director Parking and Transit	0.30	0.30	0.30	0.30	0.30
Parking Utility Maintenance Foreman	1.00	1.00	1.00	1.00	1.00
Parking Utility Maintenance Worker	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>
Total Parking Utility	2.30	2.30	2.30	2.30	2.30
Water Utility					
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

**PERSONNEL SCHEDULE
AUTHORIZED PERMANENT POSITIONS 2022 - 2025**

	2022	2023	2024	2024	2025
	<u>Actual</u>	<u>Actual</u>	<u>Adopted</u>	<u>Estimated</u>	<u>Proposed</u>
Service Technician	<u>3.00</u>	<u>3.00</u>	<u>3.00</u>	<u>3.00</u>	<u>3.00</u>
Total Water Utility	31.00	31.00	31.00	31.00	31.00
Wastewater Utility					
Superintendent	1.00	1.00	1.00	1.00	1.00
Assistant Superintendent	1.00	0.00	0.00	0.00	0.00
Pre-Treatment Supervisor	1.00	1.00	1.00	1.00	1.00
Control Systems Integrator	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 Working Foreman	0.00	0.00	1.00	1.00	1.00
Plant Maintenance Mechanic	3.00	3.00	2.00	2.00	2.00
Plant Operator	<u>4.00</u>	<u>4.00</u>	<u>4.00</u>	<u>4.00</u>	<u>4.00</u>
Total Wastewater Utility	13.00	12.00	12.00	12.00	12.00
TOTAL PROPRIETARY FUNDS	94.40	86.85	87.50	89.50	97.75
INTERNAL SERVICE FUNDS					
Information Technology					
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
Communications & Electronics Technician	0.00	0.00	0.00	0.00	1.00
Network Administrator	1.00	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>
Total Information Technology	5.00	5.00	5.00	5.00	6.00
Motor Vehicle					
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
Mechanic	2.00	2.00	3.00	3.00	3.00
Service Mechanic	<u>2.00</u>	<u>2.00</u>	<u>2.00</u>	<u>2.00</u>	<u>2.00</u>
Total Motor Vehicle	6.00	6.00	7.00	7.00	7.00
TOTAL INTERNAL SERVICE FUNDS	11.00	11.00	12.00	12.00	13.00
TOTAL GENERAL FUND	294.68	299.18	306.03	307.15	299.15
TOTAL SPECIAL REVENUE FUNDS	40.75	40.50	43.25	42.25	42.25
TOTAL PROPRIETARY FUNDS	94.40	86.85	87.50	89.50	97.75
TOTAL INTERNAL SERVICE FUNDS	11.00	11.00	12.00	12.00	13.00
TOTAL CITY FUNDS	440.83	437.53	448.78	450.90	452.15

2025 PROPOSED BUDGET SUMMARY (UPDATED 11-1-2024)

GOVERNMENTAL FUNDS

	General Fund	Special Revenue	Debt Service	Capital Improvement	Fiduciary Funds	Proprietary Funds*	2025 Proposed*	2024 Estimated*	2023 Actual*	2022 Actual	
Revenue											Revenue
Taxes and Special Assessments	\$18,691,140	\$5,710,111	\$3,975,169	\$6,172,449	\$690,000	\$1,308,874	\$36,547,743	\$33,656,533	\$32,794,239	\$36,412,750	Taxes
Intergovernmental Revenue	\$18,097,645	\$1,714,448	\$0	\$3,382,206	\$21,350	\$12,680,263	\$35,895,912	\$32,290,337	\$27,448,472	\$35,041,708	Intergovernmental Revenue
Licenses and Permits	\$1,389,024	\$7,000	\$0	\$0	\$11,843,604	\$700	\$13,240,328	\$1,009,688	\$1,108,562	\$1,136,723	Licenses and Permits
Fines and Forfeitures	\$1,032,500	\$0	\$0	\$0	\$0	\$2,500	\$1,035,000	\$1,203,839	\$941,034	\$1,385,585	Fines and Forfeitures
Public Charges for Services	\$2,662,010	\$188,600	\$0	\$26,524	\$15,000	\$13,220,182	\$16,112,316	\$15,605,353	\$16,696,108	\$17,058,413	Charges for Services
Intergovernmental Charges for Services	\$655,044	\$0	\$0	\$0	\$0	\$24,000	\$679,044	\$11,553,251	\$11,665,331	\$11,758,762	Intergovernmental Charges for Services
Miscellaneous Revenue	\$328,003	\$587,523	\$26,533	\$88,580	\$194,443	\$263,404	\$1,488,486	\$11,372,329	\$5,717,086	\$424,099	Miscellaneous Revenue
Other Financing Sources	\$4,779,153	\$5,000	\$0	\$52,584,638	\$1,517,265	\$5,300,303	\$64,186,359	\$26,927,017	\$10,831,075	\$5,742,162	Other Financing Sources
Total Revenue	\$47,634,519	\$8,212,682	\$4,001,702	\$62,254,397	\$14,281,662	\$32,800,226	\$169,185,188	\$133,618,347	\$107,201,907	\$108,960,202	Total Revenue
Expenditures											Expenditures
General Government	\$6,698,485	\$402,452	\$0	\$1,792,265	\$9,856,177	\$0	\$18,749,379	\$21,676,908	\$21,082,367	\$25,664,328	General Government
Public Safety	\$26,111,515	\$54,504	\$0	\$14,215,870	\$0	\$0	\$40,381,889	\$36,805,613	\$23,523,682	\$24,419,498	Public Safety
Public Works	\$7,433,723	\$0	\$0	\$8,772,000	\$4,457,756	\$39,512,373	\$60,175,852	\$45,401,274	\$30,022,153	\$26,643,456	Public Works
Health and Human Services	\$254,850	\$7,118,964	\$0	\$0	\$0	\$0	\$7,373,814	\$260,453	\$252,303	\$196,000	Health and Human Services
Culture and Recreation	\$2,431,502	\$0	\$0	\$115,000	\$0	\$0	\$2,546,502	\$11,146,928	\$9,444,063	\$9,454,688	Culture and Recreation
Conservation and Development	\$1,298,755	\$1,561,877	\$0	\$38,940,754	\$0	\$0	\$41,801,386	\$7,530,026	\$9,764,656	\$10,573,651	Conservation and Development
Transfers and other expenses	\$4,316,894	\$0	\$5,500,161	\$0	\$15,500	\$0	\$9,832,555	\$4,940,230	\$4,624,797	\$4,169,279	Transfers and other expenses
Total Expenditures	\$48,545,724	\$9,137,797	\$5,500,161	\$63,835,889	\$14,329,433	\$39,512,373	\$180,861,377	\$127,761,432	\$98,714,021	\$101,120,900	Total Expenditures
Excess of revenues over (under) expenditures	-\$911,205	-\$925,115	-\$1,498,459	-\$1,581,492	-\$47,771	-\$6,712,147	-\$11,676,189	\$5,856,915	\$8,487,886	\$7,839,302	Excess of revenues over (under) expenditures
Net Property Tax Required	\$17,015,705	\$3,477,221	\$3,975,169	\$3,604,918	\$0	\$1,308,874	\$29,381,887	\$27,128,455	\$26,496,702	\$25,967,449	Net Property Tax Required
Assessed Valuation							\$4,436,606,525	\$3,973,505,063	\$3,316,368,035	\$2,459,196,922	Assessed Valuation (Excluding TID)
ASSESSED TAX RATE							6.6226	6.8273	7.9897	10.5593	ESTIMATED ASSESSED TAX RATE
Equalized Valuation*							\$4,564,705,800	\$4,089,066,700	\$3,578,184,300	\$3,147,701,000	Equalized Valuation (Excluding TID)
EQUALIZED TAX RATE							6.437	6.634	7.405	8.250	EQUALIZED TAX RATE

2025 PROPOSED BUDGET SUMMARY (UPDATED 10-02-2024)

GOVERNMENTAL FUNDS

	General Fund	Special Revenue	Debt Service	Capital Improvement	Fiduciary Funds	Proprietary Funds*	2025 Proposed*	2024 Estimated*	2023 Actual*	2022 Actual	
Revenue											Revenue
Taxes and Special Assessments	\$18,691,140	\$5,710,111	\$3,975,169	\$6,172,449	\$690,000	\$1,308,874	\$36,547,743	\$33,656,533	\$32,794,239	\$36,412,750	Taxes
Intergovernmental Revenue	\$18,097,645	\$1,714,448	\$0	\$3,382,206	\$21,350	\$12,580,263	\$35,795,912	\$32,290,337	\$27,448,472	\$35,041,708	Intergovernmental Revenue
Licenses and Permits	\$1,389,024	\$7,000	\$0	\$0	\$11,843,604	\$700	\$13,240,328	\$1,009,688	\$1,108,562	\$1,136,723	Licenses and Permits
Fines and Forfeitures	\$1,032,500	\$0	\$0	\$0	\$0	\$2,500	\$1,035,000	\$1,203,839	\$941,034	\$1,385,585	Fines and Forfeitures
Public Charges for Services	\$2,662,010	\$188,600	\$0	\$26,524	\$15,000	\$13,220,182	\$16,112,316	\$15,605,353	\$16,696,108	\$17,058,413	Charges for Services
Intergovernmental Charges for Services	\$655,044	\$0	\$0	\$0	\$0	\$24,000	\$679,044	\$11,553,251	\$11,665,331	\$11,758,762	Intergovernmental Charges for Services
Miscellaneous Revenue	\$328,003	\$587,523	\$26,533	\$88,580	\$194,443	\$263,404	\$1,488,486	\$11,372,329	\$5,717,086	\$424,099	Miscellaneous Revenue
Other Financing Sources	\$4,779,153	\$5,000	\$0	\$52,584,638	\$1,517,265	\$5,300,303	\$64,186,359	\$26,927,017	\$10,831,075	\$5,742,162	Other Financing Sources
Total Revenue	\$47,634,519	\$8,212,682	\$4,001,702	\$62,254,397	\$14,281,662	\$32,700,226	\$169,085,188	\$133,618,347	\$107,201,907	\$108,960,202	Total Revenue
Expenditures											Expenditures
General Government	\$6,698,485	\$402,452	\$0	\$1,792,265	\$9,856,177	\$0	\$18,749,379	\$21,676,908	\$21,082,367	\$25,664,328	General Government
Public Safety	\$26,111,515	\$54,504	\$0	\$14,215,870	\$0	\$0	\$40,381,889	\$36,805,613	\$23,523,682	\$24,419,498	Public Safety
Public Works	\$7,433,723	\$0	\$0	\$8,772,000	\$4,457,756	\$39,412,373	\$60,075,852	\$45,401,274	\$30,022,153	\$26,643,456	Public Works
Health and Human Services	\$254,850	\$7,118,964	\$0	\$0	\$0	\$0	\$7,373,814	\$260,453	\$252,303	\$196,000	Health and Human Services
Culture and Recreation	\$2,431,502	\$0	\$0	\$115,000	\$0	\$0	\$2,546,502	\$11,146,928	\$9,444,063	\$9,454,688	Culture and Recreation
Conservation and Development	\$1,298,755	\$1,561,877	\$0	\$38,940,754	\$0	\$0	\$41,801,386	\$7,530,026	\$9,764,656	\$10,573,651	Conservation and Development
Transfers and other expenses	\$4,316,894	\$0	\$5,500,161	\$0	\$15,500	\$0	\$9,832,555	\$4,940,230	\$4,624,797	\$4,169,279	Transfers and other expenses
Total Expenditures	\$48,545,724	\$9,137,797	\$5,500,161	\$63,835,889	\$14,329,433	\$39,412,373	\$180,761,377	\$127,761,432	\$98,714,021	\$101,120,900	Total Expenditures
Excess of revenues over (under) expenditures	-\$911,205	-\$925,115	-\$1,498,459	-\$1,581,492	-\$47,771	-\$6,712,147	-\$11,676,189	\$5,856,915	\$8,487,886	\$7,839,302	Excess of revenues over (under) expenditures
Net Property Tax Required	\$17,015,705	\$3,477,221	\$3,975,169	\$3,604,918	\$0	\$1,308,874	\$29,381,887	\$27,128,455	\$26,496,702	\$25,967,449	Net Property Tax Required
Assessed Valuation							\$4,436,606,525	\$3,973,505,063	\$3,316,368,035	\$2,459,196,922	Assessed Valuation (Excluding TID)
ASSESSED TAX RATE							6.6226	6.8273	7.9897	10.5593	ESTIMATED ASSESSED TAX RATE
Equalized Valuation*							\$4,564,705,800	\$4,089,066,700	\$3,578,184,300	\$3,147,701,000	Equalized Valuation (Excluding TID)
EQUALIZED TAX RATE							6.437	6.634	7.405	8.250	EQUALIZED TAX RATE

**CITY OF SHEBOYGAN
R. C. 144-24-25**

BY COMMITTEE OF THE WHOLE.

NOVEMBER 4, 2024.

Your Committee to whom was R. O. No. 72-24-25 by City Plan Commission to whom was referred R. O. No. 66-24-25 by City Administrator Casey Bradley submitting Capital Improvement Program (CIP) Requests for the years 2025-2029; recommends the common council approve the requests.

Committee:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

_____.

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of
Sheboygan

Meredith DeBruin, City Clerk, City of
Sheboygan

**CITY OF SHEBOYGAN
R. O. 72-24-25**

BY CITY PLAN COMMISSION.

OCTOBER 21, 2024.

Your Commission to whom was referred R. O. No. 66-24-25 by City Administrator Casey Bradley submitting Capital Improvement Program (CIP) Requests for the years 2025-2029; recommends approving the requests and filing the report.

**CITY OF SHEBOYGAN
R. O. 66-24-25**

BY CITY ADMINISTRATOR CASEY BRADLEY.

OCTOBER 7, 2024.

Submitting Capital Improvements Program (CIP) Requests for the years 2025-2029.

2025 - 2029 Capital Improvement Program List

			2025	2026	2027	2028	2029	Total
			<u>Executive</u>	<u>Executive</u>	<u>Executive</u>	<u>Executive</u>	<u>Executive</u>	<u>Executive</u>
REVENUES								
Property Tax Levy								
Police	1	\$	225,500	\$ 545,000	\$ 431,500	\$ 510,000	\$ 195,000	\$ 1,907,000
Street Improvement and Sidewalks	2	\$	57,200	\$ -	\$ -	\$ -	\$ -	\$ 57,200
General Government Projects	3	\$	60,000	\$ -	\$ 60,000	\$ -	\$ -	\$ 120,000
Fire	4	\$	84,321	\$ 152,537	\$ 210,606	\$ 109,352	\$ 108,508	\$ 665,324
Park, Forest and Open Space Fund	5	\$	35,000	\$ 35,000	\$ 100,000	\$ 50,000	\$ -	\$ 220,000
Park Impact Fee Fund	7	\$	-	\$ -	\$ -	\$ -	\$ -	\$ -
Vehicle / Land Sales	8	\$	43,500	\$ 62,000	\$ 54,500	\$ 65,000	\$ 25,000	\$ 250,000
County / State / Federal Grants	9	\$	12,186,404	\$ 275,000	\$ 2,180,000	\$ 50,000	\$ -	\$ 14,691,404
Other Municipality Contributions (County Sales Tax)	10	\$	669,880	\$ 703,375	\$ 738,545	\$ 775,472	\$ 790,000	\$ 3,677,272
G. O. Borrowed Funds	11	\$	18,359,798	\$ 23,837,225	\$ 17,455,173	\$ 11,160,747	\$ 8,022,510	\$ 78,835,453
Other Borrowed Funds	12	\$	39,346,000	\$ 28,334,000	\$ 13,750,000	\$ -	\$ 8,000,000	\$ 89,430,000
Donations	13	\$	-	\$ -	\$ -	\$ 745,000	\$ -	\$ 745,000
User Fees	14	\$	6,839,430	\$ 8,171,000	\$ 3,122,500	\$ 8,300,000	\$ 5,000,000	\$ 31,432,930
Special Assessment	15	\$	100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 500,000
Vehicle Registration Fee	16	\$	-	\$ -	\$ -	\$ -	\$ -	\$ -
Other/CDBG	17	\$	-	\$ -	\$ -	\$ -	\$ -	\$ -
Fund Balance	18	\$	3,998,871	\$ 2,323,355	\$ 2,326,000	\$ 1,741,000	\$ 100,000	\$ 10,489,226
TOTAL REVENUE		\$	82,005,904	\$ 64,538,492	\$ 40,528,824	\$ 23,606,571	\$ 22,341,018	\$ 233,020,809

2025 - 2029 Capital Improvement Program List

			2025		2026		2027		2028		2029		Total
			<u>Executive</u>		<u>Executive</u>		<u>Executive</u>		<u>Executive</u>		<u>Executive</u>		<u>Executive</u>
EXPENDITURES													
Cable TV													
1	TriCaster Replacement - Council Chamber	8,18	\$ 30,000		\$ -		\$ -		\$ -		\$ -		\$ 30,000
2	Outside Broadcast (OB) Truck Replacement		\$ -	8,18	\$ 50,000		\$ -		\$ -		\$ -		\$ 50,000
	Total - Cable TV		\$ 30,000		\$ 50,000		\$ -		\$ -		\$ -		\$ 80,000
Parks & Forestry													
3	Dog Park Fencing	18	\$ 35,000	18	\$ 35,000		\$ -		\$ -		\$ -		\$ 70,000
4	Park Road Reconstruction		\$ -	11	\$ 400,000		\$ -		\$ -		\$ -		\$ 400,000
5	Veterans Park Upgrades		\$ -		\$ -	18	\$ 300,000		\$ -		\$ -		\$ 300,000
6	Evergreen Park Bike Trails	9	\$ 50,000	9	\$ 50,000		\$ -	9	\$ 50,000		\$ -		\$ 150,000
7	ADA Infrastructure Improvements – Citywide Parks Program		\$ -	11	\$ 250,000		\$ -	11	\$ 250,000		\$ -		\$ 500,000
8	Stonebrook Crossing Park Development		\$ -		\$ -	18	\$ 50,000		\$ -		\$ -		\$ 50,000
9	Maywood Environmental Center Building Repairs		\$ -		\$ -	5	\$ 100,000	5	\$ 50,000		\$ -		\$ 150,000
	Total - Parks & Forestry		\$ 85,000		\$ 735,000		\$ 450,000		\$ 350,000		\$ -		\$ 1,620,000
City Buildings													
10	ADA Infrastructure Improvements - Citywide Program - Buildings	11	\$ 250,000		\$ -	11	\$ 250,000		\$ -		\$ -		\$ 500,000
11	Building Maintenance/Improvements – Municipal Service Building	11	\$ 2,500,000	11	\$ 650,000	11	\$ 5,582,000	11	\$ 550,000		\$ -		\$ 9,282,000
12	Building Maintenance/Improvements – Police Department	11	\$ 220,000	11	\$ 300,000	11	\$ 600,000		\$ -		\$ -		\$ 1,120,000
13	Placemaking Lighting		\$ -	12	\$ 100,000		\$ -	11	\$ 585,000		\$ -		\$ 685,000
14	Public Safety Campus Construction	9,11,18	\$ 12,800,000	11	\$ 12,000,000		\$ -		\$ -		\$ -		\$ 24,800,000
15	Station 1 Second Floor Remodel		\$ -		\$ -		\$ -	11	\$ 588,000		\$ -		\$ 588,000
16	Station 2 Remodel	11	\$ 400,000	11	\$ 3,000,000	11	\$ 3,000,000		\$ -		\$ -		\$ 6,400,000
17	Station 4 Remodel		\$ -		\$ -	11	\$ 600,000		\$ -		\$ -		\$ 600,000
18	Station 5 Roof and Remodel		\$ -		\$ -		\$ -	11	\$ 325,000		\$ -		\$ 325,000
19	Uptown Social - Phase III Construction		\$ -		\$ -		\$ -	13	\$ 745,000		\$ -		\$ 745,000
	Total - City Buildings		\$ 16,170,000		\$ 16,050,000		\$ 10,032,000		\$ 2,793,000		\$ -		\$ 45,045,000

2025 - 2029 Capital Improvement Program List

			2025		2026		2027		2028		2029		Total
			<u>Executive</u>		<u>Executive</u>		<u>Executive</u>		<u>Executive</u>		<u>Executive</u>		<u>Executive</u>
City Development													
20	TID 17 Projects		\$ -	12	\$ 2,250,000	12	\$ 250,000		\$ -		\$ -		\$ 2,500,000
21	TID 18 Projects	12	\$ 6,200,000		\$ -		\$ -		\$ -		\$ -		\$ 6,200,000
22	TID 19 Projects		\$ -		\$ -	12	\$ 1,000,000		\$ -		\$ -		\$ 1,000,000
23	TID 20 Projects		\$ -	12	\$ 1,500,000		\$ -		\$ -		\$ -		\$ 1,500,000
24	TID 21 Projects	12	\$ 15,500,000	12	\$ 3,300,000	12	\$ 3,000,000		\$ -		\$ -		\$ 21,800,000
25	TID 22 Projects	9,12	\$ 1,400,000		\$ -	12	\$ 1,500,000		\$ -		\$ -		\$ 2,900,000
26	TID 23 Projects	12	\$ 12,000,000		\$ -	12	\$ 8,000,000		\$ -	12	\$ 8,000,000		\$ 28,000,000
Total - City Development			\$ 35,100,000		\$ 7,050,000		\$ 13,750,000		\$ -		\$ 8,000,000		\$ 63,900,000
Police													
27	Impound Area Improvements		\$ -		\$ -	11	\$ 1,000,000		\$ -		\$ -		\$ 1,000,000
28	Marked Vehicles - Sport Utility Vehicles	1,8	\$ 65,000	1,8	\$ 375,000	1,8	\$ 340,000	1,8	\$ 375,000	1,8	\$ 150,000		\$ 1,305,000
29	Portable Radios	1,8	\$ 55,000	1,8	\$ 58,000	1,8	\$ 61,000	1,8	\$ 65,000	1,8	\$ 70,000		\$ 309,000
30	Squad Computers		\$ -	1	\$ 95,000		\$ -		\$ -		\$ -		\$ 95,000
31	Unmarked Vehicles	1,8	\$ 148,000	1,8	\$ 72,000	1,8	\$ 78,000	1,8	\$ 120,000		\$ -		\$ 418,000
Total - Police			\$ 268,000		\$ 600,000		\$ 1,479,000		\$ 560,000		\$ 220,000		\$ 3,127,000

2025 - 2029 Capital Improvement Program List

			2025		2026		2027		2028		2029		Total
			<u>Executive</u>		<u>Executive</u>		<u>Executive</u>		<u>Executive</u>		<u>Executive</u>		<u>Executive</u>
Fire & EMS													
32	Ambulance	18	\$ 443,549	8,18	\$ 456,855		\$ -		\$ -		\$ -		\$ 900,404
33	Command Vehicle		\$ -		\$ -	4,8	\$ 76,343		\$ -		\$ -		\$ 76,343
34	Command-Cascade Unit		\$ -		\$ -		\$ -	11	\$ 546,364		\$ -		\$ 546,364
35	JSM Secure Entry		\$ -	4	\$ 51,000		\$ -		\$ -		\$ -		\$ 51,000
36	Plymovent Magnetic Strip		\$ -		\$ -	11	\$ 40,500		\$ -		\$ -		\$ 40,500
37	Station 1 Gear Racks		\$ -		\$ -	4	\$ 30,900		\$ -		\$ -		\$ 30,900
38	Station Mattress Replacements		\$ -	4	\$ 5,000	4	\$ 5,000	4	\$ 5,000		\$ -		\$ 15,000
39	Turnout Gear Replacement	4	\$ 44,321	4	\$ 46,537	4	\$ 48,863	4	\$ 51,307	4	\$ 53,872		\$ 244,900
40	Fitness Equipment	4	\$ 20,000	11	\$ 20,600	11	\$ 21,218	11	\$ 21,855	11	\$ 22,510		\$ 106,183
41	Dive Equipment	4	\$ 20,000	11	\$ 20,000	11	\$ 20,000	11	\$ 20,000		\$ -		\$ 80,000
42	Gas Meter		\$ -		\$ -	11	\$ 15,000		\$ -		\$ -		\$ 15,000
43	Mini Pumper		\$ -		\$ -		\$ -		\$ -	11	\$ 550,000		\$ 550,000
44	IV Pumps		\$ -		\$ -		\$ -		\$ -	11	\$ 30,000		\$ 30,000
45	Thermal Imaging Camera		\$ -		\$ -		\$ -		\$ -	11	\$ 60,000		\$ 60,000
46	Portable Radios		\$ -		\$ 50,000		\$ 51,500		\$ 53,045		\$ 54,636		\$ 209,181
	Total - Fire & EMS		\$ 527,870		\$ 649,992		\$ 309,324		\$ 697,571		\$ 771,018		\$ 2,955,775
Streets													
47	Bridge Maintenance & Construction	11	\$ 350,000		\$ -	11	\$ -		\$ -		\$ -		\$ 350,000
48	Street Improvements	10,11	\$ 4,500,000	10,11	\$ 6,600,000	10,11	\$ 5,800,000	10,11	\$ 7,800,000	10,11	\$ 7,900,000		\$ 32,600,000
49	Geele Pond Improvements		\$ -		\$ -		\$ -	11	\$ 1,000,000		\$ -		\$ 1,000,000
50	Sidewalk Repair/Replacement Program - Citywide	15,18	\$ 200,000	15,18	\$ 200,000	15,18	\$ 200,000	15,18	\$ 200,000	15,18	\$ 200,000		\$ 1,000,000
51	Storm Water Management Plan	11	\$ 250,000	11	\$ 250,000	11	\$ 250,000	11	\$ 250,000	11	\$ 250,000		\$ 1,250,000
52	Washington Avenue & South Business Drive Traffic Signal Updates	2,9	\$ 572,000		\$ -		\$ -		\$ -		\$ -		\$ 572,000
53	Benchmark Modernization Program		\$ -		\$ -	18	\$ 231,000		\$ -		\$ -		\$ 231,000
	Total - Streets		\$ 5,872,000		\$ 7,050,000		\$ 6,481,000		\$ 9,250,000		\$ 8,350,000		\$ 37,003,000

2025 - 2029 Capital Improvement Program List

			2025		2026		2027		2028		2029		Total
			<u>Executive</u>		<u>Executive</u>		<u>Executive</u>		<u>Executive</u>		<u>Executive</u>		<u>Executive</u>
Traffic Control													
54	LED Street Lighting Upgrades - Citywide	3,11	\$ 400,000	11	\$ 300,000	3,11	\$ 550,000		\$ -		\$ -		\$ 1,250,000
Total - Traffic Control			\$ 400,000		\$ 300,000		\$ 550,000		\$ -		\$ -		\$ 1,250,000
Information Technology													
55	Data Center Refresh	18	\$ 50,000		\$ -	18	\$ 50,000		\$ -		\$ -		\$ 100,000
56	SINC Redundant Internet Connection		\$ -	18	\$ 125,000		\$ -		\$ -		\$ -		\$ 125,000
Total - Information Technology			\$ 50,000		\$ 125,000		\$ 50,000		\$ -		\$ -		\$ 225,000
Motor Vehicle Fund													
57	Motor Vehicle - Vehicle Replacement	18	\$ 1,713,000	18	\$ 1,598,500	18	\$ 1,550,000	18	\$ 1,556,000		\$ -		\$ 6,417,500
58	4-Person Side-by-Side Utility Vehicle	18	\$ 25,000		\$ -		\$ -		\$ -		\$ -		\$ 25,000
Total - Motor Vehicle Fund			\$ 1,738,000		\$ 1,598,500		\$ 1,550,000		\$ 1,556,000		\$ -		\$ 6,442,500
Parking Utility													
59	Pickup Truck (Extended Cab)		\$ -		\$ -	8,18	\$ 50,000		\$ -		\$ -		\$ 50,000
60	Riverfront Parking Lots		\$ -	11	\$ 750,000		\$ -		\$ -		\$ -		\$ 750,000
61	One-Ton Dump Truck		\$ -		\$ -		\$ -	8,18	\$ 100,000		\$ -		\$ 100,000
Total - Parking Utility			\$ -		\$ 750,000		\$ 50,000		\$ 100,000		\$ -		\$ 900,000
Transit													
62	Paratransit Buses		\$ 290,000	9,11	\$ -		\$ -		\$ -		\$ -		\$ 290,000
63	Fixed Route Revenue Buses		\$ -		\$ -	9,11	\$ 2,625,000		\$ -		\$ -		\$ 2,625,000
Total - Transit			\$ 290,000		\$ -		\$ 2,625,000		\$ -		\$ -		\$ 2,915,000

2025 - 2029 Capital Improvement Program List

			2025		2026		2027		2028		2029	Total
			<u>Executive</u>		<u>Executive</u>		<u>Executive</u>		<u>Executive</u>		<u>Executive</u>	<u>Executive</u>
Wastewater Utility												
64	Wastewater Division - Aeration Blower Number Four	14	\$ 375,000		\$ -		\$ -		\$ -		\$ -	\$ 375,000
65	Wastewater Division - Old Digester Area Revitalization Plan	14	\$ 50,000		\$ -		\$ -		\$ -	14	\$ 5,000,000	\$ 5,050,000
66	Wastewater Division - Ferric Chloride Tank Replacement	14	\$ 150,000		\$ -		\$ -		\$ -		\$ -	\$ 150,000
67	Wastewater Division - Laboratory Upgrade	14	\$ 500,000		\$ -		\$ -		\$ -		\$ -	\$ 500,000
68	Wastewater Division - North Avenue Pump Station Upgrade	14	\$ 150,000		\$ -		\$ -		\$ -		\$ -	\$ 150,000
69	Wastewater Division - Plant Expansion Study	14	\$ 50,000		\$ -		\$ -		\$ -		\$ -	\$ 50,000
70	Wastewater Division - Shoreline Interceptor	9,14	\$ 12,000,034		\$ -		\$ -		\$ -		\$ -	\$ 12,000,034
71	Kentucky Avenue Lift Station Upgrades	9,14	\$ 200,000	9,14	\$ 1,500,000		\$ -		\$ -		\$ -	\$ 1,700,000
72	Wastewater Division - Southside Interceptor	12,14	\$ 6,620,000	12,14	\$ 26,480,000		\$ -		\$ -		\$ -	\$ 33,100,000
73	Wastewater Division - UV Disinfection	14	\$ 30,000		\$ -		\$ -	14	\$ 5,000,000		\$ -	\$ 5,030,000
74	Wastewater Division - Fine Screen System - Wet Well	14	\$ 50,000		\$ -		\$ -	14	\$ 2,000,000		\$ -	\$ 2,050,000
75	Wastewater Division - Mini Storm Sewer Program	14	\$ 50,000	14	\$ 50,000	14	\$ 50,000	14	\$ 50,000		\$ -	\$ 200,000
76	Sewer Line Reconstruction / Relining Program	14	\$ 1,000,000	14	\$ 1,000,000	14	\$ 1,000,000	14	\$ 1,000,000		\$ -	\$ 4,000,000
77	Engineering Division - Sewer Televising and Manhole Inspection	14	\$ 250,000	14	\$ 250,000	14	\$ 250,000	14	\$ 250,000		\$ -	\$ 1,000,000
78	Wastewater Division - Administrative Building Roof Replacement		\$ -	14	\$ 75,000	14	\$ 475,000		\$ -		\$ -	\$ 550,000
79	Wastewater Division - Indiana Avenue Lift Station Wet Well Isolation Wall		\$ -	14	\$ 75,000	9,14	\$ 600,000		\$ -		\$ -	\$ 675,000
80	Wastewater Division - Replace Influent Building Roof & HVAC		\$ -	14	\$ 150,000	14	\$ 700,000		\$ -		\$ -	\$ 850,000
81	Wastewater Division - VFD Installation - Influent Pumps 2, 3 and 4		\$ -		\$ -	14	\$ 127,500		\$ -		\$ -	\$ 127,500
Total - Wastewater Utility			\$ 21,475,034		\$ 29,580,000		\$ 3,202,500		\$ 8,300,000		\$ 5,000,000	\$ 67,557,534

**CITY OF SHEBOYGAN
R. C. 146-24-25**

BY FINANCE AND PERSONNEL COMMITTEE.

NOVEMBER 4, 2024.

Your Committee to whom was referred Res. No. 109-24-25 by Alderpersons Mitchell and Perrella approving City of Sheboygan Health Insurance Portability and Accountability Act (HIPAA Policies); recommends adopting the Resolution.

Committee:

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

_____.

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of
Sheboygan

Meredith DeBruin, City Clerk, City of
Sheboygan

**CITY OF SHEBOYGAN
RESOLUTION 109-24-25**

BY ALDERPERSONS MITCHELL AND PERRELLA.

OCTOBER 21, 2024.

A RESOLUTION approving City of Sheboygan Health Insurance Portability and Accountability Act (HIPAA) Policies.

WHEREAS, staff from the City’s Legal Consultant and Administration departments have determined the City of Sheboygan is a covered entity and must comply with the Health Insurance Portability and Accountability Act; and

WHEREAS, the City of Sheboygan provides a comprehensive, self-funded group health plan; and

WHEREAS, the City of Sheboygan provides ambulance services (EMS) and processes billing for Medicare/Medicaid; and

WHEREAS, training is provided to all personnel handling Protected Health Information (PHI).

NOW, THEREFORE, BE IT RESOLVED: The Common Council hereby indicates their support for and approves the attached HIPAA Policies.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

_____.

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of Sheboygan

Meredith DeBruin, City Clerk, City of Sheboygan



**CITY OF SHEBOYGAN
HIPAA POLICIES AND PROCEDURES MANUAL**

**VOLUME 1:
ADMINISTRATION OF HIPAA COMPLIANCE PROGRAM**

ADOPTED: _____

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I. GLOSSARY OF DEFINED TERMS

The following terms are used throughout the City of Sheboygan's HIPAA Policies and Procedures Manual:

1. Access, with regard to the security of ePHI, means the ability or the means necessary to read, write, modify, or communicate data/information or otherwise use any system resource.
2. Administrative Safeguard means administrative actions, and policies and procedures, to manage the selection, development, implementation, and maintenance of security measures to protect electronic protected health information and to manage the conduct of The City of Sheboygan's Workforce in relation to the protection of that information.
3. Availability means the property that data or information is accessible and useable upon demand by an authorized person.
4. Authorization means a written document or form signed by an Individual or an Individual's Personal Representative that authorizes the Covered Entity or Business Associate to Use or Disclose PHI for a purpose not otherwise permitted under the HIPAA Regulations.
5. BAA means a Business Associate Agreement or contract or other arrangement required by 45 C.F.R. § 164.308(b)(3).
6. Breach means the acquisition, access, Use, or Disclosure of PHI in a manner not permitted under this Manual or HIPAA's Privacy Rule which compromises the security or privacy of the PHI. A Breach does not include the following:
 - a. Any unintentional acquisition, Access, or Use of PHI by the City of Sheboygan Workforce member (or person acting under the authority of the City of Sheboygan), if such acquisition, Access, or Use was made in good faith and within the scope of job duties and does not result in further Use or Disclosure in a manner not permitted under this Manual or the Privacy Rule.
 - b. Any inadvertent Disclosure by the City of Sheboygan Workforce member who is authorized by his/her job duties to Access PHI to another authorized the City of Sheboygan Workforce member, and the information received as a result of such Disclosure is not further Used or Disclosed in a manner not permitted under this Manual or the Privacy Rule.
 - c. A Disclosure of PHI where there is a good faith belief that an unauthorized person to whom the Disclosure was made would not reasonably have been able to retain such information.
7. Breach Notification Rule or the HIPAA Breach Notification Rule means the breach notification rules enforced pursuant to HITECH and codified at 45 C.F.R. Part 164, Subpart D, as may be amended from time to time.

8. Business Associate means a person or entity who, on behalf of the City of Sheboygan, but not in the capacity of the City of Sheboygan’s Workforce, performs or assists in the performance certain functions or activities involving the creation, receipt, maintenance, or transmission of PHI, or provides legal, actuarial, accounting, consulting, Data Aggregation, management, administrative, accreditation, or financial services involving Disclosure of PHI.
9. Confidentiality means the property that data or information is not made available or disclosed to unauthorized persons or processes.
10. Covered Entity means a health plan, Health Care Clearinghouse, or health care provider who transmits any health information in electronic form in connection with a transaction covered by HIPAA. For purposes of this Manual, the term “Covered Entity” shall mean the components of the City of Sheboygan, as designated in Section III (“Hybrid Entity Designation”) of this Manual, and the City of Sheboygan’s health plan.
11. Data Aggregation means, with respect to PHI created or received by a Business Associate or Subcontractor in its capacity as the Business Associate of the City of Sheboygan, the combining of such PHI by the Business Associate with the PHI received by the Business Associate in its capacity as a Business Associate of another Covered Entity to permit data analyses that relate to the Health Care Operations of the City of Sheboygan.
12. De-identify or De-identification means the process by which PHI is used to create De-identified Data pursuant to 45 C.F.R. § 164.514(b).
13. De-identified Data or De-identified Information or De-identified Health Information means health information that is not Individually Identifiable Health Information because it neither identifies nor provides a reasonable basis to identify an Individual and is created with one of two methods:
 - a. A formal determination by a qualified expert pursuant to 45 C.F.R. § 164.514(b); or
 - b. The removal of specified Individual identifiers as well as absence of actual knowledge that the remaining information could be used alone or in combination with other information to identify the Individual pursuant to 45 C.F.R. § 164.514(c).
14. Designated Record Set means the group of records maintained by or for The City of Sheboygan, including medical, billing, enrollment, payment, claims adjudication, care or medical management by or for a health plan, and other records used by the City of Sheboygan, in whole or in part, to make decisions about an Individuals.
15. Disclose or Disclosure means the release, transfer, provision of access to, or divulging in any manner of PHI to an organization or individual that is not the Covered Entity maintaining that information.
16. Electronic Protected Information or “E-PHI,” or “ePHI” means PHI transmitted or maintained by electronic format or media.

17. Health Care Clearinghouse means a public or private entity, including a billing service, repricing company, community health management information system or community health information system, and “value-added” networks and switches, that does either of the following functions: (a) processes or facilitates the processing of health information received from another entity in a nonstandard format or containing nonstandard data content into standard data elements or a standard transaction; or (b) receives a standard transaction from another entity and processes or facilitates the processing of health information into nonstandard format or nonstandard data content for the receiving entity.
18. Health Care Operations means activities normal to the business of providing healthcare, including the following activities (non-exhaustive):
- a. Quality assessment and improvement activities, including case management and care coordination;
 - b. Competency assurance activities, including health care provider performance evaluation, credentialing, and accreditation;
 - c. Conducting or arranging for medical reviews, audits, or legal services, including fraud and abuse detection and compliance programs;
 - d. Business planning and development, such as conducting cost-management and planning-related analyses related to managing and operating the City of Sheboygan; and
 - e. Business management and general administrative activities of the entity, including but not limited to De-identifying PHI.
19. Health Plan means an individual or group plan that provides, or pays the cost of, medical care, including the following, singly or in combination: a group health plan as defined in the HIPAA Rules; a health insurance issuer, as defined in the HIPAA Rules; Part A or Part B of the Medicare program; the Medicaid program; the Voluntary Prescription Drug Benefit Program under Part D the Medicare Program; an issuer of a Medicare supplemental policy; an issuer of a long-term care policy, excluding a nursing home fixed indemnity policy; an employee welfare benefit plan or any other arrangement that is established or maintained for the purpose of offering or providing health benefits to the employees of two or more employers; the health care program for uniformed services; the veterans’ health care program; the Indian Health Service program under the Indian Health Care Improvement Act; the Federal Employees Health Benefits Program; an approved State child health plan under title XXI of the Social Security Act, providing benefits for child health assistance; the Medicare Advantage program under Part C of Medicare; a high risk pool that is a mechanism established under State law to provide health insurance coverage or comparable coverage to eligible individuals; or any other individual or group plan, or combination of individual or group plans, that provides or pays for the cost of medical care.
20. HHS means the U.S. Department of Health and Human Services.

21. HIPAA means the Health Insurance Portability and Accountability Act of 1996, as amended.
22. HIPAA Rules means the regulations issued pursuant to HIPAA and HITECH, including without limitation, the Privacy Rule, Security Rule, and Breach Notification Rule.
23. HITECH means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, of the American Reinvestment and Recovery Act of 2009 (Pub. L. 111-5), as amended.
24. Individual means the person who is the subject of the PHI. Unless otherwise provided, the City of Sheboygan will treat a Personal Representative as the Individual for purposes of this Manual.
25. Individually Identifiable Health Information means health information (including demographic information collected from an Individual) that is (a) created or received by a health care provider, health plan, employer, or Health Care Clearinghouse; (b) relates to the past, present, or future physical or mental health or condition of an Individual; the provision of health care to an Individual; or the past, present, or future payment for the provision of health care to an Individual; and (c) identifies the Individual or with respect to which there is a reasonable basis to believe the information can be used to identify the Individual.
26. Integrity means the property that data or information has not been altered or destroyed in an unauthorized manner.
27. Limited Data Set information that may be Individually Identifiable Health Information, and (a) that summarizes the claims history, claims, or type of claims experienced by Individuals; and (b) PHI that excludes the following direct identifiers of the Individual or of relatives, employers, or household members of the Individual:
 - a. Names;
 - b. Postal address information, other than town or city, state, and zip code;
 - c. Telephone numbers;
 - d. Fax numbers;
 - e. Electronic mail addresses;
 - f. Social security numbers;
 - g. Medical record numbers;
 - h. Health plan beneficiary numbers;
 - i. Account numbers;
 - j. Certificate/license numbers;
 - k. Vehicle identifiers and serial numbers, including license plate numbers;
 - l. Device identifiers and serial numbers;
 - m. Web Universal Resource Locators (URLs);
 - n. Internet Protocol (IP) address numbers;
 - o. Biometric identifiers, including finger and voice prints; and
 - p. Full face photographic images and any comparable images.

28. OCR means the U.S. Department of Health and Human Services Office for Civil Rights.
29. Organized Health Care Arrangement or OHCA means:
- a. A clinically integrated care setting in which Individuals typically receive health care from more than one health care provider;
 - b. An organized system of health care in which more than one Covered Entity participates and in which the participating Covered Entities:
 - i. Hold themselves out to the public as participating in a joint arrangement; and
 - ii. Participate in joint activities that include at least one of the following:
 1. Utilization review, in which health care decisions by participating Covered Entities are reviewed by other participating Covered Entities or by a third party on their behalf;
 2. Quality assessment and improvement activities, in which Treatment provided by participating Covered Entities is assessed by other participating Covered Entities or by a third party on their behalf; or
 3. Payment activities, if the financial risk for delivering health care is shared, in part or in whole, by participating Covered Entities through the joint arrangement and if PHI created or received by a Covered Entity is reviewed by other participating Covered Entities or by a third party on their behalf for the purpose of administering the sharing of financial risk.
 - c. A group health plan and a health insurance issuer with respect to such group health plan, but only with respect to PHI created or received by such health insurance issuer that relates to Individuals who are or who have been participants or beneficiaries in such group health plan;
 - d. A group health plan and one or more other group health plans each of which are maintained by the same plan sponsor; or
 - e. The group health plans described in paragraph (d) of this definition and health insurance issuers with respect to such group health plans, but only with respect to PHI created or received by such health insurance issuers that relates to Individuals who are or have been participants or beneficiaries in any of such group health plans.
30. Payment means the activities undertaken by (a) a health plan to obtain premiums or to determine or fulfill its responsibility for coverage and provision of benefits under the health plan or (b) a health care provider or health plan to obtain or provide reimbursement for the provision of health care if all such activities in (a) and/or (b) above relate to the Individual to whom the health care is provided and include but are not limited to:

- a. Determinations of eligibility or coverage (including coordination of benefits or determination of cost sharing amounts) and adjudication or subrogation of health benefit claims;
 - b. Risk adjusting amounts due based on enrollee health status and demographic characteristics;
 - c. Billing, claims management, collection activities, obtaining payment under a reinsurance contract (including stop-loss), and related health care data processing;
 - d. Review of health care services with respect to medical necessity, coverage under a health plan, appropriateness of care, or justification of charges;
 - e. Utilization review activities, including precertification and preauthorization, concurrent and retrospective review of services; and
 - f. Disclosure to consumer reporting agencies any of the PHI listed in 45 C.F.R. § 164.501 relating to collection of premiums or reimbursement.
31. Personal Representative means a person legally authorized to make health care decisions on an Individual's behalf or to act for a deceased Individual or the estate. A legally authorized personal representative may be a parent of a minor child, a guardian appointed under Chapter 54 of the Wisconsin Statutes, a person designated power of attorney for health care under Chapter 155 of the Wisconsin Statutes, or a person designated durable power of attorney under Chapter 244 of the Wisconsin Statutes.
32. Physical Safeguard means physical measures, policies, and procedures to protect electronic information systems and related buildings and equipment from natural and environmental hazards and unauthorized intrusion.
33. Privacy Rule or the HIPAA Privacy Rule means the Standards for Privacy of Individually Identifiable Health Information located at 45 C.F.R. Part 160 and Subparts A and E of 45 C.F.R. Part 164, as amended from time to time.
34. Protected Health Information or PHI means Individually Identifiable Health Information, that is created, received, or maintained by the City of Sheboygan, that relates to the past, present, or future physical or mental health or condition of an Individual; the provision of health care to an Individual; or the past, present, or future payment for the provision of health care to an Individual. Some examples of PHI are (non-exhaustive list):
- a. Individual demographic information (e.g., address, telephone number, SSN);
 - b. Information doctors, nurses and other health care providers put in a client's medical record;
 - c. Health information about an Individual in the City of Sheboygan's computer system; and

d. Billing information about an Individual.

PHI does not include employment records held by the City of Sheboygan in its role as employer, Individually Identifiable Health Information held in records covered by the Family Educational Rights and Privacy Act, as amended, or regarding a person who has been deceased for more than 50 years.

35. Required by Law means a mandate contained in law that compels an entity to make a Use or Disclosure of PHI and that is enforceable in a court of law, including, but not limited to:
- a. Valid court orders and court-ordered warrants;
 - b. Subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or an administrative body authorized to require the production of information;
 - c. A civil or an authorized investigative demand;
 - d. Medicare conditions of participation with respect to health care providers participating in the program; and
 - e. Statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing public benefits.
36. Research means a systematic investigation, including research development, testing, and evaluation, designed to develop or contribute to generalizable knowledge.
37. Safeguard means the collective applicable Administrative Safeguards, Physical Safeguards, and Technical Safeguards.
38. Sale of PHI means, except as otherwise provided in the HIPAA Rules, a Disclosure of PHI by the City of Sheboygan, if applicable, where the City of Sheboygan directly or indirectly receives remuneration from or on behalf of the recipient of the PHI in exchange for the PHI.
39. Secretary means the Secretary of the U.S. Department of Health and Human Services or his/her designee.
40. Security Incident means the attempted or successful unauthorized access, Use, Disclosure, modification, or destruction of information or interference with system operations in an information system.
41. Security Rule means the Standards for the Security of Electronic Protected Health Information located at 45 C.F.R. Part 160 and Subparts A and C of 45 C.F.R. Part 164.
42. Technical Safeguard means the technology and the policy and procedures for an entity's use that protect ePHI and control access to it.

- 43. Treatment means the provision, coordination, or management of health care and related services that a health care provider renders to an Individual. Treatment includes management of health care with a third party, consultation between providers relating to an Individual, or the referral of an Individual for care or services to another provider. HIPAA permits Disclosure of PHI for purposes of providing Treatment without an Authorization or need for a Business Associate Agreement.
- 44. Treatment Records means the registration and all other records that are created in the course of providing services to Individuals for mental illness, developmental disabilities, alcoholism, or drug dependence and that are maintained by the City of Sheboygan under Wis. Stat. § 51.42 or § 51.437 and its staff or by treatment facilities. Treatment Records do not include notes or records maintained for personal use by an individual providing treatment services for the City of Sheboygan under Wis. Stat. § 51.42 or § 51.437 or a treatment facility, if the notes or records are not available to others.
- 45. Unsecured PHI means PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of technology or methodology specified by the Secretary in the guidance issued.
- 46. Use means, with respect to PHI or ePHI, the sharing, employment, application, utilization, examination, or analysis of such information within an entity that maintains such information.
- 47. User means a person or entity with authorized Access.
- 48. Workforce means employees, volunteers, trainees, and other persons, including contractors and agents, whose conduct, in the performance of work for the City of Sheboygan or a Business Associate, is under the direct control of the City of Sheboygan or Business Associate, whether or not they are paid by the City of Sheboygan or Business Associate.
- 49. Workstation means desktop computers, laptops, and any other devices that perform similar functions, including offsite devices that can access ePHI.

All references made in this Policy are to the section in the HIPAA Rules, federal regulations, or Wisconsin Statutes currently in effect and as subsequently updated, amended or revised.

References	45 C.F.R. § 160.103 45 C.F.R. § 164.105 45 C.F.R. § 164.304 45 C.F.R. § 164.402 45 C.F.R. § 164.501 45 C.F.R. § 164.502 Wis. Stat. §§ 51.42, 51.437 Wis. Stat. Ch. 54, 155, 244
Attachments	N/A
Responsible Senior Leader	City Administrator
Effective Date	November 4, 2024
Review Dates	N/A, to be revised whenever reviewed, even if no changes were made.
Revisions	N/A, to be revised whenever reviewed, even if no changes were made.

II. EFFECTIVE DATE AND CHANGES TO HIPAA PRIVACY POLICIES AND PROCEDURES

1. PURPOSE

To ensure that the City of Sheboygan updates its policies and procedures to comply with any changes under the HIPAA Regulations.

2. DEFINITIONS

Capitalized terms used but not defined in this Policy shall have the meaning set forth in The City of Sheboygan's HIPAA Policies and Procedures Manual Glossary.

3. POLICY

These HIPAA Privacy Policies and Procedures are effective as of the date listed in the "Effective Date," as listed at the end of each section. The Privacy Officer or his/her designee will ensure that changes are made to these Policies as appropriate to remain in compliance with all applicable laws.

4. PROCEDURE

- A.** Changes to these HIPAA Privacy Policies and Procedures may occur at any time with approval from the Human Resources Director.
- B.** The Privacy Officer and his/her designee is responsible for periodically initiating review of these HIPAA Privacy Policies and Procedures and modifying these Policies (and any related forms or documents) to reflect any necessary changes. The Privacy Officer or his/her designee will review these HIPAA Privacy Policies and Procedures at least annually to ensure such Policies are in accordance with HIPAA.
- C.** The Privacy Officer or his/her designee is responsible for distributing notice of any such changes to the relevant Workforce members.
- D.** The Privacy Officer or his/her designee will initiate and oversee Workforce training on any such modifications.
- E.** If a change to these Policies materially affects the City of Sheboygan's Notice of Privacy Practices ("NPP"), the NPP shall be amended to reflect such a change(s), and the City of Sheboygan shall redistribute the revised NPP, as required under the HIPAA Regulations.

III. HYBRID ENTITY DESIGNATION

1. PURPOSE

Certain departments of the City of Sheboygan will be identified as “Health Care Components” for the purpose of designating the City of Sheboygan as a Hybrid Entity pursuant to HIPAA, HITECH, and the HIPAA Rules.

Although the City of Sheboygan is responsible for HIPAA oversight, compliance, and enforcement requirements, as applicable, the HIPAA Rules apply only to the City of Sheboygan’s designated health care components. The purpose of this Policy is to define, in accordance with HIPAA, the Health Care Components of the City of Sheboygan.

2. DEFINITIONS

Capitalized terms used but not defined in this Policy shall have the meaning set forth in the City of Sheboygan’s HIPAA Policies and Procedures Manual Glossary.

Covered Functions means those functions of a Covered Entity in the performance of which makes the entity a health plan, health care provider, or Health Care Clearinghouse.

Covered Transaction means a “standard transaction” as that term is defined in HIPAA, i.e., a transaction that complies with an applicable standard and associated operating rules adopted under 45 C.F.R. Part 162 (e.g., health care claims or equivalent encounter information, payment and remittance advice, coordination of benefits, claim status, enrollment and disenrollment in a health plan, eligibility, health plan premium payments, and referral certification and authorization).

Health Care Component means a component or combination of components of a Hybrid Entity designated by the Hybrid Entity in accordance with the HIPAA Rules.

Hybrid Entity means a single legal entity: (a) that is a “covered entity”; (b) whose business activities include both covered and non-covered functions; and (c) that designates Health Care Components in accordance with the HIPAA Rules.

3. POLICY

As a health care provider that transmits health information in electronic form in connection with the conduct of Covered Transactions, the City of Sheboygan is a “covered entity” subject to the requirements of HIPAA and HITECH. As a “covered entity”, the City of Sheboygan conducts business activities that include both Covered Functions and non-Covered Functions. As such, the City of Sheboygan is permitted under HIPAA to comply with the requirements of HIPAA as a Hybrid Entity. The City of Sheboygan must designate the Health Care Components that will be required to comply with HIPAA, HITECH, and the HIPAA Rules.

For clarity, at all times throughout this HIPAA Policies and Procedures Manual, references to “The City of Sheboygan” shall mean the designated Health Care Components of the City of Sheboygan.

4. PROCEDURE

A. Health Care Component Designation.

1. The City of Sheboygan, in consultation with the appropriate senior leaders/administration, will identify the departments, programs, and functions determined to be Health Care Components.
2. The Human Resources Director, Information Technology Director, and City Administrator will, not less than annually, review the activities of the City of Sheboygan to determine whether any modifications to the designated Health Care Components should be made. Such determinations will be based on whether the unit/department reviewed meets the definition of a Health Care Component. The results of the review will be documented by the Privacy Officer.
3. The Human Resources & Labor Relations Director will communicate the results of the review and designation of the Health Care Components to the and Administration.
4. All components of The City of Sheboygan that perform Business Associate functions for Health Care Components shall be designated Health Care Components.
5. Designated Health Care Components include:
 - a. The Fire Department;
 - b. The Police and Fire Commission;
 - c. The Information Technology Department; and
 - d. The Human Resources Department.

B. General Safeguard Requirements.

1. The City of Sheboygan’s Health Care Components shall not Disclose PHI to any non-Health Care Components if such Disclosure would be prohibited to an entity that is separate from the City of Sheboygan The City of Sheboygan under the Privacy Rule and The City of Sheboygan HIPAA Policies and Procedures Manual.
2. A member of the City of Sheboygan’s Workforce that performs duties for both a Health Care Component and a non-Health Care Component of The

City of Sheboygan shall not Use or Disclose PHI created or received in the course of the member’s duties for the Health Care Component while performing duties for the non-Health Care Component if such Disclosure would be prohibited by the Privacy Rule or the City of Sheboygan’s HIPAA Policies and Procedures Manual to an entity that is separate from the City of Sheboygan.

3. The City of Sheboygan shall only permit the Use and Disclosure of PHI between Health Care Components and non-Health Care Components of The City of Sheboygan to the same extent, and in the same manner, as The City of Sheboygan is permitted to Use or Disclose PHI to individuals and entities that are separate from The City of Sheboygan.

C. Technical Safeguards.

1. The City of Sheboygan shall implement procedures and Technical Safeguards to limit access to the City of Sheboygan’s PHI by Workforce members that perform duties for the non-Health Care Components. These procedures and Technical Safeguards shall include, but not be limited to, Access control and validation procedures to limit Access to electronic records containing PHI.
2. Where connectivity exists, the City of Sheboygan shall maintain Technical Safeguards between its Health Care Components and non-Health Care Components such that the non-Health Care Components are unable to access PHI maintained electronically by the Health Care Components.

D. Documentation. For each designation by the City of Sheboygan of a Health Care Component, the City of Sheboygan shall maintain a written or electronic record of such designation for six years from the date of the designation, or the date when such designation was last in effect, whichever is later.

References	45 C.F.R. § 162.103 – Definitions 45 C.F.R. § 164.103 – Definitions 45 C.F.R. § 164.105(a)(2)(ii) – Safeguard Requirements 45 C.F.R. § 165.105 – Organizational Requirements, Responsibilities of Covered Entity Sanction and Discipline Policy and Procedure
Attachments	N/A
Responsible Senior Leader	City Administrator
Effective Date	November 4, 2024
Review Dates	N/A, to be revised whenever reviewed, even if no changes were made.
Revisions	N/A, to be revised whenever reviewed, even if no changes were made.

IV. HIPAA POLICIES AND PROCEDURES OVERVIEW

1. PURPOSE

HIPAA requires all Covered Entities to have policies and procedures reflecting HIPAA and HITECH privacy, security, and breach notification mandates. The City of Sheboygan, as a Covered Entity, shall develop administrative policies and procedures reflecting the HIPAA and HITECH privacy, security, and breach notification standards.

2. DEFINITIONS

Capitalized terms used but not defined in this Policy shall have the meaning set forth in The City of Sheboygan's HIPAA Policy and Procedure Manual Glossary.

3. POLICY

This Policy identifies and establishes procedures for the creation, revision, distribution, and archiving of the City of Sheboygan's HIPAA Policies and Procedures Manual to satisfy HIPAA and HITECH privacy, security, and breach notification requirements.

4. PROCEDURE

- A. **HIPAA Policies and Procedures Manual.** HIPAA requires Covered Entities to have policies and procedures to ensure compliance with HIPAA and HITECH privacy, security, and breach notification regulations. The City of Sheboygan is a Covered Entity under HIPAA and is therefore responsible for the research, development, implementation, monitoring, and maintenance of the City of Sheboygan's HIPAA Policies and Procedures Manual.
- B. **Training.** Training for the City of Sheboygan's Workforce in privacy, security, and breach notification policies and procedures shall be provided to the City of Sheboygan's Workforce as set forth in the City of Sheboygan's Compliance Training and Education Policy and Procedure.
- C. **Reviews and Revisions.** The City of Sheboygan's HIPAA Policies and Procedures Manual shall be reviewed at least annually and may be revised at any time in order to comply or enhance compliance with HIPAA and HITECH standards.
- D. **Distribution.** Notice to any substantive revisions to the City of Sheboygan's HIPAA Policies and Procedures Manual will be distributed to Workforce members within five business days of the release of such revisions.
- E. **Inquiries.** Any inquiry relative to the City of Sheboygan's HIPAA Policies and Procedures Manual should be directed to the Privacy Officer and/or Security Officer, as appropriate.

- F. Sanctions for Non-Compliance.** Workforce members who violate this Manual may be subject to disciplinary action for misconduct and/or performance based on the City of Sheboygan’s Sanction and Discipline Policy and Procedure.

- G. Third Party Service Providers.** The City of Sheboygan may contract with a third party for assistance in complying with the City of Sheboygan’s HIPAA Policies and Procedures Manual.

References	45 C.F.R. § 164.501 – Definitions 45 C.F.R. §§ 164.316(a)-(b) – Policies and Procedures and Documentation Requirements Compliance Training and Education Policy and Procedure
Attachments	N/A
Responsible Senior Leader	City Administrator
Effective Date	October 1 2024
Review Dates	N/A, to be revised whenever reviewed, even if no changes were made.
Revisions	N/A, to be revised whenever reviewed, even if no changes were made.

V. APPLICABILITY OF MANUAL

1. PURPOSE

To define the applicability of this Manual to the City of Sheboygan.

2. POLICY

This Manual, including all volumes, applies to the City of Sheboygan, facilities owned or controlled by the City of Sheboygan, and all Workforce members, providers, volunteers, contractors, students, temporary healthcare providers, and Business Associates of the City of Sheboygan who provide services on-site in the City of Sheboygan facilities.

3. PROCEDURE

A. Mandatory Compliance. All Workforce members are responsible for compliance with this Manual. All Workforce members are responsible for completing ongoing education on HIPAA and HITECH as directed by the City of Sheboygan’s [Privacy Officer].

References	45 C.F.R. § 164.306(a)(4) – Security Standards. General rules 45 C.F.R. § 164.308(a)(1)(ii)(C) – Sanctions Policy 45 C.F.R. § 164.530(b) – Administrative Requirements. Training 45 C.F.R. § 164.530(e)(1) – Administrative Requirements. Sanctions Sanction and Discipline Policy and Procedure
Attachments	N/A
Responsible Senior Leader	City Administrator
Effective Date	November 4, 2024
Review Dates	N/A, to be revised whenever reviewed, even if no changes were made.
Revisions	N/A, to be revised whenever reviewed, even if no changes were made.

VI. DESIGNATION OF PRIVACY OFFICER AND SECURITY OFFICER

1. PURPOSE

To designate the City of Sheboygan's Privacy Officer and Security Officer and define the job responsibilities of the designated Privacy Officer and Security Officer.

2. POLICY

The City Administrator shall designate the individual(s) to serve as the Privacy officer and Security Officer for the City of Sheboygan, and the City of Sheboygan shall maintain documentation reflecting such appointment. The Privacy Officer and Security office shall have overall responsibility for the development and implementation of the City of Sheboygan's HIPAA compliance program and the City of Sheboygan's HIPAA Policies and Procedures Manual, in addition to the responsibilities outlined herein.

3. PROCEDURE

A. Privacy Officer Responsibilities. Privacy Officer responsibilities include:

1. Policy and Procedure Management.
 - a. Maintain current knowledge of applicable federal and state privacy laws.
 - b. Execute, manage, develop, implement, and update/revise the City of Sheboygan's HIPAA Policies and Procedures Manual and ensure that the integrity of the HIPAA Policies and Procedures Manual is maintained at all times.
 - c. Monitor industry development, best practice, and OCR settlements and guidance related to privacy of PHI and recommend, as appropriate, for consideration by the City of Sheboygan's.
 - d. Coordinate and facilitate the allocation of appropriate resources for the support of and the effective implementation of the HIPAA privacy compliance program.
 - e. Coordinate with the City of Sheboygan's legal counsel, management, and City Administrator to ensure that the City of Sheboygan maintains appropriate privacy forms, notices, and other administrative materials in accordance with the City of Sheboygan's management and legal requirements.
 - f. Monitor and evaluate, on no less than an annual basis, the success of the City of Sheboygan's HIPAA privacy compliance program.

- g. Report regularly to the City of Sheboygan's City Administrator regarding the status of the privacy policies.
- h. Provide Workforce members, Business Associates, Individuals, government agencies, and vendors with information relative to the City of Sheboygan's HIPAA Policies and Procedures Manual.

2. Individual Rights.

- a. Oversee the City of Sheboygan's policies for addressing Individual requests to obtain or amend records, restrict the means of communication, and obtain accountings of Disclosures and ensure compliance with the City of Sheboygan's policies and legal requirements regarding such requests.
- b. Establish and oversee grievance and appeals processes for denials of requests related to Individual access or amendments.

3. Complaint Management.

- a. Act as the point of contact for receiving, documenting, and tracking all complaints concerning privacy policies or procedures.
- b. Establish and administer a process for receiving, documenting, tracking, investigating, and taking action on all complaints concerning the City of Sheboygan's HIPAA Policies and Procedures Manual in coordination and collaboration with other similar functions, and, when necessary, with legal counsel.

4. Training.

- a. Oversee and direct HIPAA and HITECH training and orientation to all Workforce members – and Business Associates and appropriate third parties as needed – to ensure all understand the City of Sheboygan's requirements and HIPAA Policies and Procedures Manual requirements relating to the Use and Disclosure of PHI.
- b. Initiate, facilitate, and promote activities to foster privacy information awareness within the City of Sheboygan.
- c. Maintain appropriate documentation of privacy training.
- d. Monitor attendance at all privacy policy training sessions and evaluate participants' comprehension of the information provided at training sessions.

5. Compliance.
 - a. Participate in the development and implementation of business associate agreements to ensure privacy concerns, requirements, and responsibilities are addressed. Maintain all business associate agreements and respond appropriately if problems arise.
 - b. Maintain necessary documentation in compliance with HIPAA.
 - c. Coordinate and participate in disciplinary actions related to the failure of Workforce members to comply with the City of Sheboygan's privacy policies and applicable law.
 - d. Cooperate with OCR, other legal entities, and organization officials in any compliance reviews or investigations.
 - e. Support management in the assigning of passwords and user identification codes for Access to PHI by authorized users.
 - f. Perform periodic privacy risk assessments and ongoing compliance monitoring activities at each of the City of Sheboygan's facilities/locations.
 - g. Act as point of contact for the City of Sheboygan's legal counsel in an ongoing manner and in the event of a reported violation.
6. Delegation of Responsibilities. The Privacy Officer may delegate certain job functions to be performed by other qualified individuals. However, the ultimate responsible for the City of Sheboygan's Privacy Rule and Breach Notification Rule compliance remains with the Privacy Officer.

B. Security Officer Responsibilities. Security Officer responsibilities include:

1. Policy and Procedure Management.
 - a. Maintain current knowledge of applicable federal and state privacy laws.
 - b. Maintain a current and appropriate body of knowledge necessary to perform the City of Sheboygan's information security management function.
 - c. Monitor industry development, best practice, and OCR settlements and guidance related to security of PHI and recommend, as appropriate, for consideration by the City of Sheboygan.
 - d. Maintain current knowledge of applicable federal and state privacy laws and accreditation standards and monitor advancements in

information security technologies for ensuring organizational adaptation and compliance.

- e. Execute, manage, develop, implement, and update/revise the City of Sheboygan's HIPAA Policies and Procedures Manual and ensure that the integrity of the HIPAA Policies and Procedures Manual is maintained at all times.
- f. Coordinate and facilitate the allocation of appropriate resources for the support of and the effective implementation of the HIPAA security compliance program.
- g. Monitor and evaluate, on no less than an annual basis, the success of the City of Sheboygan's HIPAA security compliance program.
- h. Report regularly to the City of Sheboygan's City Administrator regarding the status of the security policies.
- i. Provide Workforce members, Business Associates, Individuals, government agencies, and vendors with information relative to the City of Sheboygan's HIPAA Policies and Procedures Manual.

2. Oversight and Coordination.

- a. Manage and oversee the information security of the City of Sheboygan's ePHI.
- b. Monitor information security program compliance and effectiveness in coordination with other compliance and operational assessment functions of the City of Sheboygan.
- c. Serve as a member of or liaison to the City of Sheboygan's HIPAA privacy taskforce and information security liaison for users of clinical and administrative systems.
- d. Serve as information security consultant to the City of Sheboygan.
- e. Cooperate with OCR, other legal entities, and organization officials in any compliance reviews or investigations.

3. Security Management.

- a. Establish with management and operations a mechanism to track Access to PHI, within the scope of the City of Sheboygan and as Required by Law, and to allow qualified individuals to review or receive a report on such activity.

- b. Review all systems-related information security plans throughout the City of Sheboygan's network to ensure alignment between security and privacy practices and act as a liaison to the information systems department.
 - c. Certify that IT systems meet predetermined security requirements.
 - d. Strive to maintain high system availability.
 - e. Make recommendations for the improvement of operational and procedural changes.
4. Training. Oversee and direct security training and orientation to all Workforce members – and Business Associates and appropriate third parties as needed – to ensure all understand the City of Sheboygan's requirements and HIPAA Policies and Procedures Manual relating to the Use and Disclosure of PHI.
5. Compliance.
- a. As requested, participate in assessment of sanctions related to Workforce members' failure to comply with security policies, in cooperation with the Human Resources Department, the Privacy Officer, administration, and legal counsel, as applicable.
 - b. Initiate, facilitate, and promote activities to encourage information security awareness within the organization and related entities.
 - c. Conduct investigations of information security violations and work in coordination with management and external law enforcement to resolve these instances.
 - d. Review instances of noncompliance and work effectively and tactfully to correct deficiencies.
6. Delegation of Responsibilities. The Security Officer may delegate certain job functions to be performed by other qualified individuals. However, the ultimate responsible for the City of Sheboygan's Security Rule compliance remains with the Security Officer.

C. Designation of Privacy Officer and Security Officer.

1. Privacy Officer.

Name of Privacy Officer: Kelly Hendee
 Email Address: Kelly.Hendee@sheboyganwi.gov
 Phone Number: 920-459-3374

2. Security Officer.

Name of Security Officer: Matt Greenwood
Email Address: matt.greenwood@sheboyganwi.gov
Phone Number: 920-459-3351

References	45 C.F.R. § 164.308(a)(2) – Assigned Security Responsibility 45 C.F.R. § 164.530(a)(1) – Personnel Designations
Attachments	Privacy Officer Job Description and Security Officer Job Description
Responsible Senior Leader	City Administrator
Effective Date	November 4, 2024
Review Dates	N/A, to be revised whenever reviewed, even if no changes were made.
Revisions	N/A, to be revised whenever reviewed, even if no changes were made.

VII. COMPLIANCE TRAINING AND EDUCATION

1. PURPOSE

To help ensure that all relevant members of the City of Sheboygan's Workforce are trained on HIPAA, HITECH, and these HIPAA Privacy Policies and Procedure, and agree to abide by them in order to protect PHI from inappropriate Use and Disclosure.

2. POLICY

Relevant City of Sheboygan Workforce members will be required to complete training regarding the City of Sheboygan's HIPAA and HITECH compliance program within 30 days after commencing work and annually thereafter. The City of Sheboygan will also provide supplemental informal and/or formal training opportunities throughout the year, as appropriate in response to changes in the City of Sheboygan's HIPAA Policies and Procedures Manual, changes in the City of Sheboygan's security safeguarding measures or information technology resources, and in response to changes in industry standards or OCR settlements/guidance.

3. PROCEDURE

A. Training. The City of Sheboygan will provide or arrange for the provision of training to all Workforce members on the City of Sheboygan's HIPAA Policies and Procedures Manual with respect to PHI and ePHI as regulated by applicable state and federal law as necessary and appropriate for Workforce members to carry out their work functions. Training shall be provided to all Workforce members who have responsibilities involving Access to, Use, or Disclosure of PHI and other Workforce members deemed necessary within the discretion of the Privacy Officer.

1. Initial Training. Applicable new Workforce members will receive training within 30 days of commencing work with the City of Sheboygan (or within 30 days of commencing a job duty requiring Access to PHI). Training content will include, at a minimum: HIPAA and HITECH overview, state law preemption, privacy and security overview, Use and Disclosure of PHI, minimum necessary standard, permissible Uses and Disclosures of PHI, secure use of the City of Sheboygan's information systems and data, protection from malicious software, password management, Breach and Security Incident response, Breach notification, noncompliance and sanctions, non-retaliation, application of the City of Sheboygan's HIPAA Policies and Procedures Manual to job responsibilities, the identity and location of the City of Sheboygan's Privacy Officer and Security Officer, the requirement that all Workforce members report any potential violations of the City of Sheboygan's HIPAA Policies and Procedures Manual or the HIPAA Rules (whether caused by a Workforce member or service provider) to the Privacy Officer, and other information relative to the protection and security of PHI.

2. Refresher Training. All applicable Workforce members will complete additional training on topics specified by the Privacy Officer and Security Officer at least annually. When formatted as a live training, every effort will be made to offer multiple training sessions at days/times convenient for Workforce members. Sessions will be scheduled until all applicable Workforce members have attended a refresher HIPAA training. When formatted as an online training, Workforce members will be required, upon reviewing the materials, to complete an acknowledgment of training.

3. Additional Training. Additional training or updates, as deemed appropriate by the Privacy Officer and Security Officer, will take place for appropriate Workforce members within a reasonable time period upon the occurrence of:
 - a. Revisions to the City of Sheboygan's HIPAA Policies and Procedures Manual;
 - b. New information security controls implemented at the City of Sheboygan;
 - c. Changes to the City of Sheboygan's information security controls;
 - d. Changes in legal or business responsibilities;
 - e. New threats or risks to PHI;
 - f. Substantial change in federal or state law that affects current functions; or
 - g. Identified training need or area of non-compliance.

Periodic HIPAA reminders are distributed to Workforce members via email and/or ESS (Employee portal).

Specific HIPAA/HITECH training will take place, as needed, for Workforce members whose job responsibilities require specific knowledge in order to comply with complex laws, regulations, or concepts.

4. Management Responsibility. Workforce members who manage and supervise others are responsible for ensuring that the individuals they supervise attend training, receive information, and understand the City of Sheboygan's HIPAA Policies and Procedures Manual.

5. Scheduling. When formatted as a live training, every effort will be made to offer multiple training sessions at days/times convenient for Workforce members. Sessions will be scheduled until all applicable Workforce members have attended training. All Workforce members are expected to make every effort to attend training sessions.

B. Privacy Awareness and Training Plan.

1. Workforce Training. Each Workforce member who has responsibilities involving the creation, Access to, Use, or Disclosure of PHI will receive training to safeguard PHI and protect the confidentiality and privacy of PHI.
2. Privacy Training Program. The City of Sheboygan has developed, implemented, and regularly reviews a documented program for providing timely and appropriate HIPAA training to Workforce members.
3. Privacy Training Materials. All Workforce members are provided sufficient regular training and supporting reference material to enable them to appropriately identify and protect the confidentiality and privacy of PHI. Such training will include but is not limited to:
 - a. An overview of the Privacy Rule relative to the identification and protection of PHI;
 - b. A review of all appropriate the City of Sheboygan HIPAA policies, procedures, and standards;
 - c. The identity and location of the City of Sheboygan’s HIPAA Privacy Officer;
 - d. Application of the City of Sheboygan’s policies and procedures to job responsibilities;
 - e. The requirement that all Workforce members report any potential violations of the City of Sheboygan’s policies and procedures or the HIPAA Rules, whether caused by a Workforce member or a service provider, to the Privacy Officer;
 - f. Permissible Uses and Disclosures of PHI; and
 - g. Other appropriate information relative to the protection of PHI.

C. Security Awareness and Training Plan.

1. Workforce Training. Each Workforce member who has access to the City of Sheboygan’s information systems will receive training to protect Confidentiality, Integrity, and Availability of all systems.
2. Security Training Program. The City of Sheboygan has developed, implemented, and regularly reviews a documented program for providing timely and appropriate security training and awareness to Workforce members.

3. Security Training Materials. All Workforce members are provided sufficient regular training and supporting reference materials to enable them to appropriately protect ePHI. Such training will include but is not limited to:
 - a. An overview of the Security Rule relative to the Safeguarding of ePHI;
 - b. A review of all appropriate the City of Sheboygan HIPAA policies, procedures, and standards;
 - c. The identity and location of the City of Sheboygan's Security Officer;
 - d. Application of the City of Sheboygan's policies and procedures to job responsibilities;
 - e. The requirement that all Workforce members report any potential violations of the City of Sheboygan's policies and procedures or the HIPAA Rules, whether caused by a Workforce member or a service provider, to the Security Officer;
 - f. The secure use of the City of Sheboygan's information systems, e.g., log-on procedures (See Log-in Monitoring Policy and Procedure, Password Management Policy and Procedure, and Computer Terminals/Workstations Policy and Procedure);
 - g. Significant risks to the City of Sheboygan information systems and data;
 - h. The City of Sheboygan's legal and business responsibilities for protecting its information systems and data; and
 - i. Security best practices.
4. Protection from Malicious Software. The City of Sheboygan regularly trains and reminds its Workforce members about its process for guarding against, detecting, and reporting malicious software that poses a risk to its information systems and data. (See Protection from Malicious Software Policy and Procedure.)
5. Emergency Response. The City of Sheboygan regularly trains its Workforce members about its process for disaster preparedness and emergency response processes. (See Contingency Planning & Recovery Strategy Policy and Procedure.)

6. Password Management. The City of Sheboygan regularly trains and reminds its Workforce members about its process for creating, changing, and safeguarding passwords.
7. Current Training. All Workforce members responsible for implementing Safeguards to protect information systems receive formal training that enables them to stay up to date on current security practices and technology.
8. Security Reminders. The City of Sheboygan will periodically distribute security reminders to all applicable Workforce members. Security reminders will address security topics, including but not limited to: information security policies, information security controls and processes, risks to information systems and ePHI, security best practice, and the City of Sheboygan's information, security, legal, and business responsibilities.

D. Third Party Training. Business Associates are informed about and provided access to the City of Sheboygan's standards as needed. Third parties that Access the City of Sheboygan's information systems or data are informed and are provided access to applicable the City of Sheboygan standards.

E. Policy and Procedure Accessibility. The HIPAA Policies and Procedures Manual is readily available for reference and review by Workforce members.

F. Documentation.

1. Acknowledgement. Each Workforce member attending individualized or small group initial training will be required to sign an Acknowledgement of Initial Training Form. Before being allowed access to PHI, all newly hired Workforce members – and Workforce members new to a position requiring access to PHI – shall be required to provide such Acknowledgement of Initial Training.

Each Workforce member attending the refresher HIPAA training will be required to sign an Education and Training Attendance Form. The Privacy Officer will maintain a record of attendance at all HIPAA trainings, supplemental/informal education, and reminders for a minimum of six years.

2. Materials. The Privacy Officer will maintain materials presented at each education session (initial, refresher, periodic), whether presented in live or electronic form, for a minimum of six years from the date of its creation or the date when it was last in effect, whichever is later.

References	45 C.F.R. § 164.306(a)(4) – Security Standards. General Rules 45 C.F.R. § 164.308(a)(5)(i)-(ii) – Security Awareness and Training 45 C.F.R. § 164.530(b) – Training 45 C.F.R. § 164.530(j)(1)(i) – Documentation Log-in Monitoring Policy and Procedure Password Management Policy and Procedure Computer Terminals/Workstations Policy and Procedure Contingency Planning & Recovery Strategy Policy and Procedure Protection from Malicious Software Policy and Procedure Retention of HIPAA Documentation Policy and Procedure Sanction and Discipline Policy and Procedure
Attachments	Acknowledgement of Initial Training Form Education and Training Attendance Form
Responsible Senior Leader	City Administrator
Effective Date	October 24, 2024
Review Dates	N/A, to be revised whenever reviewed, even if no changes were made.
Revisions	N/A, to be revised whenever reviewed, even if no changes were made.

VIII. SANCTION AND DISCIPLINE POLICY

1. PURPOSE

The City of Sheboygan will ensure that all Workforce members comply with the City of Sheboygan's privacy and security policies and procedures and also applicable provisions of HIPAA, HITECH, and the HIPAA Rules by applying sanction and disciplinary actions appropriate to the breach of policy. This Policy establishes guidelines for such actions.

2. POLICY

Failure to comply with the City of Sheboygan's Policies and Procedures Manual and HIPAA compliance program will result in disciplinary action against the individual committing the violation.

This Policy assists the City of Sheboygan's supervisors and managers of different Workforce members with different discipline processes, sets forth general practices and policies of The City of Sheboygan that should be followed in consultation with the City Administrator, and notifies all Workforce members of consequences for misconduct or violations of The City of Sheboygan's HIPAA Policies and Procedures Manual.

3. PROCEDURE

A. Sanction/Discipline Policy. A Workforce member's failure to comply with the City of Sheboygan's HIPAA Policies and Procedures Manual or with the applicable provisions of HIPAA, HITECH, or the HIPAA Rules will be addressed in a timely manner. The City of Sheboygan's HIPAA Policies and Procedures Manual will be enforced consistently across the City of Sheboygan.

B. Duty to Report. A Workforce member who fails to report either an actual or suspected violation will have violated the City of Sheboygan's HIPAA Policies and Procedures Manual and may be subject to disciplinary action in accordance with this Policy.

C. Initial Assessment. The Privacy Officer is responsible for conducting an initial determination. If complaints or concerns are verified, the complaint/concern may indicate a violation of the City of Sheboygan's HIPAA Policies and Procedures Manual or applicable provisions of HIPAA, HITECH, or the HIPAA Rules.

D. Sanction/Discipline Procedure. Complaints against and concerns regarding a Workforce member will be discussed with the individual in question by the Privacy Officer and, if deemed appropriate, will be investigated by the Privacy Officer and City Administrator.

1. Fair and impartial levels of sanctions will be assessed on a case-by-case basis based on the type and magnitude of violation, the specific circumstances of the violation, prior performance reviews and non-compliance, previous education provided, as well as whether the violation

was intentional or non-intentional. Sanctions will be imposed consistently across the City of Sheboygan.

2. Disciplinary action/sanctions may be up to and include termination of employment or of the business relationship, as appropriate. Disciplinary action/sanctions include singularly or in combination (non-exhaustive list):
 - a. Attendance and successful completion of additional training;
 - b. Verbal reprimand by the individual’s immediate supervisor, with summary documentation in the individual’s personnel file;
 - c. Written warning to the individual’s personnel file;
 - d. Termination of Access to PHI;
 - e. Administrative leave without pay; and
 - f. Termination.
3. Final determination of disciplinary action will be as deemed appropriate by City Administrator upon the recommendation of the Privacy Officer and/or Security Officer (as appropriate), presented to the individual and the individual’s immediate supervisor (as appropriate), and documented in the personnel file.
4. Notwithstanding this Section D, the Privacy Officer and City Administrator retains discretion to deviate from defined procedures based on the particular facts and circumstances. Each violation will be handled on an individual basis to ensure that disciplinary actions/sanctions are proportional to the severity of the violation.

E. Reporting. The City of Sheboygan shall report sanctions to appropriate regulatory and licensing bodies in compliance with applicable law.

F. Violation of State or Federal Confidentiality Laws and Regulations. Workforce members who knowingly and willfully violate state or federal law for improper Use or Disclosure of an Individual’s information may be subject to investigation, prosecution, and/or civil monetary penalties.

G. Documentation. The Privacy Officer will maintain documentation related to compliance enforcement and sanction activities for a minimum of six years from the date of the sanction.

References	45 C.F.R. § 160.316 – Refraining From Intimidating or Retaliatory Acts 45 C.F.R. § 164.308(a)(1)(ii)(C) – Sanction Policy 45 C.F.R. § 164.530(e)(1)-(2) – Sanctions and Documentation 45 C.F.R. § 164.530(j)(2) – Documentation
Attachments	N/A
Responsible Senior Leader	City Administrator

Effective Date	November 4, 2024
Review Dates	N/A, to be revised whenever reviewed, even if no changes were made.
Revisions	N/A, to be revised whenever reviewed, even if no changes were made.

IX. REFRAINING FROM INTIMIDATING OR RETALIATORY ACTS

1. PURPOSE

The City of Sheboygan is committed to protecting the privacy of Individuals as mandated by applicable federal and state laws and expects its Workforce members to report actual or suspected violations of confidentiality laws without fear of intimidation or retaliation.

2. POLICY

The City of Sheboygan will refrain from threatening, intimidating, coercing, harassing, discriminating against, or taking any other retaliatory action against any Workforce member or other individual for the exercise of any right under, or for participation in any process permitted or required by, HIPAA.

3. PROCEDURE

A. Non-Retaliation for Exercising Rights or Reporting Actual or Suspected Violations. The City of Sheboygan will not retaliate against any Workforce member or other individual for:

1. Exercising any right granted under, or participating in any process established by, applicable state or federal confidentiality laws or regulations, including those rights and processes mandated in HIPAA;
2. Filing a complaint about an improper or unauthorized Use or Disclosure of PHI to the City of Sheboygan Workforce member or with the Secretary;
3. Testifying, assisting, or participating in an investigation, compliance review, proceeding, or hearing related to HIPAA; or
4. Opposing in good faith, any act or practice made unlawful by HIPAA as long as the manner of the opposition is reasonable and does not cause Use or Disclosure of PHI in violation of HIPAA.

B. Open Door Policy. The City of Sheboygan will maintain an “open door policy” at all levels of management to encourage Workforce members to report actual or suspected problems and concerns.

C. Duty to Report. Any Workforce member who observes or becomes aware of or suspects a wrongful Use or Disclosure of PHI is expected to report his/her suspicion, concern, or the wrongful Use or Disclosure of PHI as soon as possible to his/her supervisor, the Privacy Officer, or the Security Officer. A Workforce member who makes a report of suspected or actual improper Use or Disclosure in good faith will not be retaliated against for making the report.

References	45 C.F.R. § 160.316 – Refraining From Intimidation or Retaliation Sanction and Discipline Policy and Procedure
Attachments	N/A
Responsible Senior Leader	City Administrator
Effective Date	November 4, 2024
Review Dates	N/A, to be revised whenever reviewed, even if no changes were made.
Revisions	N/A, to be revised whenever reviewed, even if no changes were made.

X. RETENTION OF HIPAA DOCUMENTATION

1. PURPOSE

To establish a policy on the retention of the City of Sheboygan's HIPAA compliance-related documents.

2. POLICY

The City of Sheboygan shall maintain all HIPAA required documentation for a period of at least six years from the date of its creation, or the date on which the document was last in effect, whichever is later.

This Policy does *not* apply to the retention of PHI or medical records. Retention of PHI and medical records is governed by The City of Sheboygan's Record Retention follows Municipal Code Section 2-804.

3. PROCEDURE

A. Retention. The City of Sheboygan shall maintain all documents and records created as HIPAA compliance-related documents for a period of at least six years from the date of its creation, or the date on which the document was last in effect, whichever is later.

See the City of Sheboygan's Record Retention Policy which follows Municipal Code Section 2-804 for retention schedules.

B. Compliance Documents. HIPAA compliance-related documents include:

1. Documentation of any action, activity, or assessment performed pursuant to HIPAA or HITECH compliance.
2. Risk assessment and risk management materials created pursuant to the Risk Analysis and Risk Management Policy and Procedure.
3. Documentation that identifies the:
 - a. Name, telephone number and address of the City of Sheboygan's HIPAA Privacy Officer and Security Officer;
 - b. Name, title, telephone number and address of the individual responsible for receiving complaints;
 - c. Name, title, telephone number and address of the individual responsible for obtaining and processing Access, Use, and Disclosure of PHI requests; and

- d. Name, title, telephone number and address of the individual responsible for receiving and processing amendment of PHI requests.
- 4. Methods by which PHI will be De-identified.
- 5. Sanctions imposed against Workforce members or others who violate the City of Sheboygan’s HIPAA Policies and Procedures Manual, HIPAA, HITECH, or the HIPAA Rules.
- 6. All signed Authorizations and agreed to restrictions.
- 7. Copies of all Notices of Privacy Practices, including any revisions to such Notices of Privacy Practices.
- 8. Acknowledgements of the receipt by Individuals of the City of Sheboygan’s Notice of Privacy Practices and documentation of any refusals to acknowledge such receipt.
- 9. Accounting of Disclosure logs.
- 10. All complaints received and their dispositions.
- 11. Copies of the City of Sheboygan’s HIPAA Policies and Procedures Manual, including all revisions and versions thereof.

Documents may be added or deleted from the above listing as may become necessary by law or as may be established by the City of Sheboygan.

C. Longer Retention. Certain HIPAA documentation may require a record retention period longer than the standard retention period outlined above. These documents include destruction of PHI logs, which shall be maintained permanently.

D. Identifying/Storage of Documents. The Privacy Officer is responsible for identification and storage of records, electronic files, etc. for purposes of complying with this Policy.

References	45 C.F.R. § 164.530(j) – Documentation Record Retention Policy, Employee Handbook Sanction and Discipline Policy and Procedure Risk Analysis and Risk Management Policy and Procedure
Attachments	N/A
Responsible Senior Leader	City Administrator
Effective Date	November 4, 2024
Review Dates	N/A, to be revised whenever reviewed, even if no changes were made.
Revisions	N/A, to be revised whenever reviewed, even if no changes were made.

XI. DESTRUCTION/DISPOSAL OF PHI

1. PURPOSE

To describe the appropriate methods for disposal and destruction of PHI.

2. POLICY

The City of Sheboygan strives to ensure the privacy and security of all PHI in the maintenance, retention, and eventual destruction/disposal of such information. Destruction/disposal of this information in whatever format shall be carried out as described in this Policy, but always in a manner that leaves no possibility for reconstruction of PHI.

This Policy describes *how* records shall be disposed of/destroyed. *When* records may be disposed of/destroyed is outlined in the City of Sheboygan's Record Retention Policy follows Municipal Code Section 2-804.

PROCEDURE.

A. Destruction/Disposal Generally. All destruction/disposal of PHI will be done in accordance with applicable federal and state law and any applicable record retention schedule of the City of Sheboygan. Records containing PHI that have satisfied the period of retention may be destroyed/disposed of by an appropriate method as described in this Policy.

B. Suspension of Destruction/Disposal. Records involved in any open investigation, audit, or litigation must not be destroyed/disposed of. If the City of Sheboygan receives notification that any of the above situations have occurred or there is the reasonable potential for such or if the City of Sheboygan anticipates that any of the above situations will occur, the record retention schedule shall be suspended for these records until such time as the situation has been resolved and the continuation of destruction/disposal has been authorized by the City Administrator

If any Workforce member learns of any of the above situations, such Workforce member shall immediately inform the City Administrator, who shall in turn notify the Privacy Officer, Security Officer, corporate counsel, and/or outside counsel as appropriate.

If records have been requested in the course of a judicial or administrative hearing, the Privacy Officer will determine if a qualified protective order should be obtained to ensure that the records are returned to the City of Sheboygan or properly destroyed/disposed of by the requesting party.

C. Non-Originals. Records containing PHI that are not originals and that have no retention requirements (e.g., provider copies, shadow charts, etc.) will be destroyed/disposed of by shredding or other comparable method determined by each department. Certification of destruction of non-originals is not required.

- D. Securing Records.** Records containing PHI scheduled for destruction/disposal will be secured against unauthorized or inappropriate access until the destruction/disposal of PHI is complete.
- E. Record of Destruction/Disposal of Originals.** A record of all destruction/disposal of original records/documents containing PHI will be made and retained permanently in accordance with the City of Sheboygan's Retention of HIPAA Documentation Policy and Procedure. Permanent retention is required because the records of destruction/disposal may be needed to demonstrate that the records containing PHI were destroyed/disposed of in the regular course of business. Records of destruction/disposal shall include:
1. Date of destruction/disposal.
 2. Method of destruction/disposal.
 3. Description of the destroyed/disposed record series or medium.
 4. Inclusive dates covered.
 5. A statement that the records containing PHI were destroyed/disposed of in the normal course of business.
 6. The names, titles, and signatures of the individuals supervising and witnessing the destruction/disposal (when appropriate).
- (See Exhibit 1-X Sample Certificate of Destruction.)
- F. Contracted Services.** If destruction/disposal services are contracted, the contract shall:
1. Specify the method of destruction/disposal (which must be consistent with those set forth in this Policy).
 2. Specify the time that will elapse between the acquisition and destruction/disposal of data/media.
 3. Establish Safeguards against breaches in confidentiality.
 4. Provide proof of destruction/disposal.
 5. Include a BAA in compliance with the City of Sheboygan's Business Associates and Business Associate Agreement Policy and Procedure.

- G. Methods of Destruction/Disposal.** PHI will be destroyed/disposed of using a method that ensures the PHI cannot be recovered or reconstructed. Appropriate methods for destruction/disposal are as follows:

Medium	Destruction/Disposal Method
Audiotapes	Methods for destroying/disposing of audiotapes include recycling (tape over) or pulverizing.
Computerized Data/Computers & Hard Disk Drives (including within some fax machines and copiers)	Methods of destruction/disposal should destroy/dispose of data permanently and irreversibly. Methods may include overwriting data with a series of characters or reformatting the disk (destroying everything on it). Deleting a file on a disk does not destroy/dispose of the data, but merely deletes the filename from the directory, preventing easy access and making the sector available on the disk so it may be overwritten. Total data destruction/disposal does not occur until the back-up tapes have been overwritten.
Computer Data/Magnetic Media	Methods may include overwriting data with a series of characters or reformatting the tape (destroying everything on it). Total data destruction does not occur until the back-up tapes have been overwritten. Magnetic degaussing will leave the sectors in random patterns with no preference to orientation, rendering previous data unrecoverable.
Computer Disks	Methods for destroying/disposing of disks include reformatting, pulverizing, or magnetic degaussing.
Laser Disks	Disks used in “write once-read many” (WORM) document imaging cannot be altered or reused, making pulverization an appropriate means of destruction/disposal.
Microfilm/Microfiche	Methods for destroying/disposing of microfilm or microfiche include recycling and pulverizing.
Paper Records	Paper records should be destroyed/disposed of in a manner that leaves no possibility for reconstruction of information. Appropriate methods for destroying/disposing of paper records include: burning, shredding, pulping, and pulverizing.
Videotapes	Methods for destroying/disposing of videotapes include recycling (tape over) or pulverizing.

- H. Additional Information on Disposal of Discarded Paper Containing PHI.** On occasion, when copying or faxing documents containing PHI, additional copies are made that are not subject to a retention schedule (because they are copies, not

originals) and that may be disposed of immediately after the purpose for which they were made has been fulfilled. Such paper copies may be disposed of in recycle bins or waste receptacles only as described below:

1. Unsecured recycle bins/waste receptacles should be located only in areas where the public will not be able to access them.
2. When possible, dispose of paper waste containing PHI in receptacles that are secured by locking mechanisms or that are located behind locked doors after regular business hours.
3. Locked recycle bins/waste receptacles must be used to dispose of paper waste containing PHI in unsecure or unattended areas.
4. Paper documents containing PHI may be placed in recycle bins/waste receptacles as described above only if the paper in such bins or receptacles will be disposed of in a manner that leaves no possibility for reconstruction of the information as described in the chart above.

I. Review. The methods of destruction/disposal will be reassessed periodically, based on current technology, accepted practices, and availability of timely and cost-effective destruction/disposal services.

J. Device Disposal. Destruction/disposal of devices containing ePHI shall be in accordance with the Device and Media Controls: Disposal Policy and Procedure.

References	45 C.F.R. § 164.310(d)(2)(i) – Device and Media Controls Disposal 45 C.F.R. § 164.530(c) – Safeguards Wis. Stat. § 146.817 – Fetal Tracings Wis. Stat. § 146.819 – Disposition of Records-Cease Practice Wis. Stat. § 895.505 – Disposal of Records Record Retention Policy, Employee Handbook Business Associates and Business Associate Agreement Policy and Procedure Retention of HIPAA Documentation Policy and Procedure Device and Media Controls: Disposal Policy and Procedure Sanction and Discipline Policy and Procedure
Attachments	Sample Certificate of Destruction
Responsible Senior Leader	City Administrator
Effective Date	November 4, 2024
Review Dates	N/A, to be revised whenever reviewed, even if no changes were made.
Revisions	N/A, to be revised whenever reviewed, even if no changes were made.

XII. BUSINESS ASSOCIATES AND BUSINESS ASSOCIATE AGREEMENTS

1. PURPOSE

To establish a policy and procedure to identify Business Associates and Subcontractors and obtain written assurances from those Business Associates and Subcontractors in order for The City of Sheboygan to document vendor Safeguarding of PHI.

2. DEFINITIONS

Capitalized terms used but not defined in this Policy shall have the meaning set forth in the City of Sheboygan's HIPAA Policies and Procedures Manual Glossary.

3. POLICY

The City of Sheboygan will enter into BAAs in compliance with the relevant provisions of HIPAA and HITECH to establish permitted and required Uses and Disclosures of PHI. These BAAs must be entered into following the specifications of 45 C.F.R. § 164.504(e).

The City of Sheboygan will allow its Business Associates to create, receive, maintain, and transmit PHI on its behalf if the City of Sheboygan obtains satisfactory written assurances that the Business Associate will appropriately maintain the privacy and security of the PHI and fulfill HIPAA and HITECH Business Associate obligations and any additional privacy, security, and/or breach Safeguarding requirements established by the City of Sheboygan.

4. PROCEDURE

A. Identification of Business Associates. The City of Sheboygan shall ensure that all of the City of Sheboygan's Business Associates have written, valid, executed BAAs in place.

1. BAA Needed. A BAA is needed with all Business Associates. Services include, but are not limited to, claims processing or administration, data analysis, data processing or administration, utilization review, quality assurance, patient safety activities (as defined at 42 C.F.R. § 3.20), billing, benefit management, practice management, repricing, legal, actuarial, accounting, consulting, Data Aggregation, management, administrative, accreditation, or financial services. At a minimum, persons or organizations that provide the following types of services involving the creation, receipt, maintenance, transmission, Access to, Use or Disclosure of PHI are considered Business Associates:

- a. Health Care Clearinghouse.
- b. Fundraising or Marketing entity.
- c. Data analysis or Data Aggregation of any kind, including services that De-identify PHI.

- d. Professional services, such as consulting, legal, accounting, auditing, actuarial, management or administration, or financial.
- e. Accreditation.
- f. Electronic data processing, including hardware or software maintenance.
- g. Photocopying medical records and other sources of PHI.
- h. Document shredding/destruction.
- i. Repricing (such as performed by a preferred provider organization to apply negotiated discounts to claims).
- j. Storage of PHI (both paper and electronic).
- k. Outsourcing services, such as billing or collections.
- l. Website hosting.
- m. Collection of PHI from Individuals.
- n. Vendor of PHI for the City of Sheboygan.
- o. Health information exchange organization.
- p. Regional health information organization.
- q. E-prescribing gateway.
- r. Other persons or entities that facilitate data transmission for PHI and that require routine access to PHI.
- s. Persons or entities that offer a personal health record to one or more Individuals on behalf of the City of Sheboygan.

In addition, if the City of Sheboygan is conducting business with a vendor that provides data transmission services of PHI and requires access to such information (e.g., health information exchange; regional health information organization, or e-prescribing gateway) or a vendor that allows the City of Sheboygan to offer Workforce members access to a personal health record, that vendor will be treated as a Business Associate.

- 2. BAA Exceptions. A BAA is not required in the following situations:
 - a. Disclosure of PHI to a health care provider for Treatment purposes;
 - b. Disclosures of PHI to an Individual's insurer for Payment purposes;

- c. With members of the City of Sheboygan’s OHCA(s), as applicable;
 - d. With members of the City of Sheboygan’s Workforce;
 - e. Private or public courier service;
 - f. Disclosures of Limited Data Set (however, a Data Use Agreement is required and should be completed in accordance with Section B of this Policy and the Limited Data Sets and Data Use Agreement Policy and Procedure);
 - g. Disclosures to researchers for Research purposes, provided that appropriate consent has been obtained from Research subjects or a Waiver of Authorization has been obtained from the Institutional Review Board acting as the Privacy Board and consistent with the City of Sheboygan’s Uses and Disclosures of PHI for Research Purposes Policy and Procedure, as applicable;
 - h. Disclosures to financial institutions for the purpose of (i) processing consumer-conducted financial transactions by debit, credit, or other payment, (ii) clearing, checking, initiating, or processing electronic fund transfers, or (iii) conducting any other activity that directly facilitates or effects the transfer of funds for payment for health care or health plan premiums.
3. Confidentiality. Contractors that do not require PHI in order to fulfill their contractual responsibilities to the City of Sheboygan are not considered Business Associates. However, because such contractors may encounter PHI incidentally in the process of performing their duties under their contracts, and because the City of Sheboygan has a duty to Safeguard PHI, all of the City of Sheboygan’s contracts for services will contain a basic confidentiality clause.
 4. Subcontractors. Subcontractors that create, receive, maintain, or transmit PHI on behalf of a Business Associate are also Business Associates. However, the City of Sheboygan is not required to enter into a BAA with a Business Associate that is a Subcontractor. Instead, the City of Sheboygan’s Business Associate must obtain satisfactory assurances in the form of a written contract or other arrangement with the Subcontractor.
 5. Content of BAAs. The City of Sheboygan’s BAAs will include, at a minimum, all terms required in BAAs pursuant to HIPAA and HITECH and the terms outlined in this Policy. The City of Sheboygan reserves the right to add any additional terms to its BAAs as it deems reasonable and appropriate.
 6. Verification of Secure Practices. Depending on the potential risks to the security of the City of Sheboygan’s PHI as determined by a risk analysis,

the City of Sheboygan may require verification of secure practices by the Business Associate, including the provision of documentation of secure practices and/or documentation of reviews of secure practices by a qualified third party.

B. Data Use Agreement. A Data Use Agreement, and not a BAA, is required with any third party or Business Associate to whom the City of Sheboygan will Disclose a Limited Data Set. See the City of Sheboygan’s Limited Data Sets and Data Use Agreements Policy and Procedure for more information on Data Use Agreements.

C. BA Agreements.

1. Disclosure of PHI. No member of the City of Sheboygan’s Workforce is permitted to Disclose PHI to a Business Associate or Subcontractor (collectively, “BA”) or to allow a BA to Access or obtain PHI on behalf of the City of Sheboygan unless a BAA has been executed between the City of Sheboygan and the BA. The BAA must include provisions that meet the standards listed in this Policy. The BA must sign the BAA prior to performing any services. No Access to PHI will be allowed, no account will be set up, and no money will be paid for products or services until the BAA is signed.
2. Negotiation and Execution of BAAs.
 - a. Any BAA that does not follow the City of Sheboygan’s template shall be reviewed and approved by The City of Sheboygan’s Privacy Officer or his/her designee or the City Administrator before the City of Sheboygan may execute the BAA.
 - b. Any BAA that authorizes De-identification, Data Aggregation, or Access to sensitive PHI by a BA must be authorized by the City of Sheboygan’s Privacy Officer.
 - c. The Privacy Officer and City Administrator are authorized to sign BAAs on behalf of the City of Sheboygan.
3. Contract Renewal. Contract renewal will be monitored for continued HIPAA compliance by the Privacy Officer.
4. Retention. BAAs and any appropriate supporting documentation shall be retained for a period of at least six years after the expiration or termination of the Business Associate relationship, which for purposes of this Policy will include such time after a BAA is terminated but the BA still maintains any PHI due to the infeasibility of return or destruction.

References	<p>45 C.F.R. § 160.103 – Definitions 45 C.F.R. § 164.314(2)(i) – Business Associate Agreement 45 C.F.R. § 164.502(e) – Disclosures to Business Associates 45 C.F.R. § 164.504(e)(2) – Business Associate Agreement 45 C.F.R. § 164.514(e) – Limited Data Set 45 C.F.R. § 164.532 – Permission for Research Limited Data Sets and Data Use Agreements Policy and Procedure Sanction and Discipline Policy and Procedure</p>
Attachments	<p>Template Business Associate Agreement (For Use When The City of Sheboygan is a Covered Entity) Template Subcontractor Business Associate Agreement (For Use when The City of Sheboygan is a Business Associate with a Downstream Subcontractor)]</p>
Responsible Senior Leader	City Administrator
Effective Date	November 4, 2024
Review Dates	N/A, to be revised whenever reviewed, even if no changes were made.
Revisions	N/A, to be revised whenever reviewed, even if no changes were made.

XIII. LIMITED DATA SETS AND DATA USE AGREEMENTS

1. PURPOSE

To establish a policy and procedure for the Use and Disclosure of Limited Data Sets and use of Data Use Agreements.

2. DEFINITIONS

Capitalized terms used but not defined in this Policy shall have the meaning set forth in The City of Sheboygan's HIPAA Policies and Procedures Manual Glossary.

3. POLICY

In accordance with the requirements of the HIPAA Rules, the City of Sheboygan may Use PHI to create a Limited Data Set and may Disclose PHI in the Limited Data Set to a recipient if the recipient and the City of Sheboygan have entered into a Data Use Agreement.

4. PROCEDURE

- A. Using PHI to Create a Limited Data Set.** The City of Sheboygan may Use PHI to create a Limited Data Set, or may Disclose PHI to a Business Associate to create a Limited Data Set, regardless of whether the Limited Data Set is to be Used by the City of Sheboygan or another recipient.
- B. Use of a Limited Data Set.** The City of Sheboygan may Use or Disclose a Limited Data Set to a recipient only for the purposes of Research, public health, or Health Care Operations, and only if the City of Sheboygan enters into a Data Use Agreement with the recipient.

If the City of Sheboygan wishes to Disclose any of the following information (related to an Individual or any relative, employer, or household members of the Individual) to the recipient, a Data Use Agreement cannot be used:

1. Names;
2. Postal address information, other than town or city, state, and zip code;
3. Telephone numbers;
4. Fax numbers;
5. Electronic mail addresses;
6. Social security numbers;
7. Medical record numbers;

8. Health plan beneficiary numbers;
9. Account numbers;
10. Certificate/license numbers;
11. Vehicle identifiers and serial numbers, including license plate numbers;
12. Device identifiers and serial numbers;
13. Web Universal Resource Locators (URLs);
14. Internet Protocol (IP) address numbers;
15. Biometric identifiers, including finger and voice prints; or
16. Full face photographic images and any comparable images.

If any of the above elements will be disclosed, a BAA may be necessary. Please see the City of Sheboygan's Business Associates and Business Associate Agreement Policy and Procedure for more information on when a BAA may be necessary.

C. Data Use Agreement Contents.

1. The City of Sheboygan must obtain satisfactory assurances from the intended recipient of the Limited Data Set by entering into a Data Use Agreement prior to the Disclosure of the Limited Data Set to the recipient.
2. The Data Use Agreement must document that the recipient will only Use and Disclose the Limited Data Set for limited purposes.
3. The Data Use Agreement between the City of Sheboygan and the Limited Data Set recipient must be reviewed by Privacy Officer and meet the following requirements:
 - a. Be in writing and signed by the City of Sheboygan and the Limited Data Set recipient prior to providing Access to the Limited Data Set;
 - b. Establish the permitted Uses and Disclosures of the Limited Data Set by the recipient, which must be consistent with limiting its Use and Disclosure to Research, public health, or Health Care Operations;
 - c. May not authorize the recipient to Use or further Disclose the information in any manner that would violate HIPAA or HITECH if done by the City of Sheboygan;
 - d. Establish who is permitted to Use or receive the Limited Data Set; and

- e. Provide that the recipient will:
 - i. Not Use or Further Disclose the Limited Data Set other than as permitted by the Data Use Agreement or as otherwise Required by Law;
 - ii. Use appropriate Safeguards to prevent Use or Disclosure of the Limited Data Set other than as provided for by the Data Use Agreement;
 - iii. Report to The City of Sheboygan any Use or Disclosure of the Limited Data Set not provided for by the Data Use Agreement of which it becomes aware;
 - iv. Ensure that any agents to whom the recipient provides the Limited Data Set agree to the same restrictions and conditions that apply to the recipient with respect to the Limited Data Set; and
 - v. Not identify the Limited Data Set or contact the Individuals.

The City of Sheboygan reserves the right to add any additional terms to its Data Use Agreements as it deems reasonable and appropriate.

In the event The City of Sheboygan learns of a Limited Data Set recipient’s pattern of activity or practice that constitutes a material Breach or violation of the Data Use Agreement, the City of Sheboygan will take steps to cure the Breach, end the violation and discontinue Disclosure of PHI to the recipient.

References	45 C.F.R. § 164.514(e) – Limited Data Set 45 C.F.R. § 164.530 – Administrative Requirements Business Associates and Business Associate Agreement Policy and Procedure Sanction and Discipline Policy and Procedure
Attachments	n/a
Responsible Senior Leader	City Administrator
Effective Date	November 4, 2024
Review Dates	November 1st of even years
Revisions	



**CITY OF SHEBOYGAN
HIPAA POLICIES AND PROCEDURES MANUAL**

**VOLUME 2:
PRIVACY POLICIES AND PROCEDURES**

ADOPTED: _____

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AND DISCLOSURES OF PHI

I. AUTHORIZATION FOR USE AND DISCLOSURE OF PHI

1. PURPOSE

To establish the City of Sheboygan's policy and identify procedures for obtaining authorization from Individuals for release of PHI when an authorization is Required By Law. In addition, to define procedures for revocation of authorization by Individuals for access, release, Use, and/or Disclosure of their PHI.

2. DEFINITIONS

Capitalized terms used but not defined in this Policy shall have the meaning set forth in the City of Sheboygan HIPAA Policies and Procedures Manual Glossary.

3. POLICY

- A. **Authorizations.** Except as otherwise permitted or required by the Privacy Rule (*see, e.g.*, City of Sheboygan's Uses and Disclosures to Carry Out Treatment, Payment and Health Care Operations Policy and Procedure and Incidental Uses and Disclosures of PHI Policy and Procedure), the City of Sheboygan will not Use or Disclose PHI without a valid authorization. The City of Sheboygan, including any Business Associates on behalf of City of Sheboygan, may choose to obtain a signed authorization in situations where it is not required. Global authorizations may be obtained from the Individual as determined appropriate by the City of Sheboygan. When the City of Sheboygan receives an authorization, the City of Sheboygan will Use and Disclose PHI consistent with such authorization.
- B. **Revocation of Authorization.** Individuals have the right to revoke any authorization to Use or Disclose their PHI at any time. Information that has been Disclosed under an authorization cannot be recalled, but revocation of an authorization prevents further Uses or Disclosures under the authorization.

4. PROCEDURE

A. Authorization Requirements.

1. The City Administrator or his/her designee will be responsible for ensuring that authorizations are obtained when Use or Disclosure of PHI is necessary.
2. The provision of Treatment, Payment, including eligibility for benefits, and Health Care Operations may not be conditioned upon the Individual's provision of an authorization for the Use or Disclosure of PHI.
3. Each authorization for the Use or Disclosure of an Individual's PHI will be written in easy-to-read language and will include, at a minimum, the following information:
 - a. A specific and meaningful description of the information to be Used or Disclosed, including an affirmative note of any sensitive health

information to be disclosed (e.g., alcohol or other drug abuse records, mental health records, sexual assault records, HIV test results);

- b. The name or identification of the person or class of person(s) authorized to make the Use or Disclosure;
- c. The name or identification of the person or class of person(s) to whom the requested Use or Disclosure may be made;
- d. An expiration date, condition, or event that relates to the Individual or the purpose of the Use or Disclosure;
- e. A description of each purpose of the requested Use or Disclosure;
- f. A statement that the authorization will expire after twelve (12) months unless the Individual has opted for a shorter or longer time (e.g., part of an approved research study or expected to continue to receive services for a longer period of time);
- g. A statement of the Individual's right to revoke the authorization in writing, and exceptions to the right to revoke, together with a description of how the Individual may revoke the authorization;
- h. A statement that upon the City of Sheboygan's receipt of the written notice of revocation, the City of Sheboygan's further Use or Disclosure of PHI shall cease immediately except to the extent that the City of Sheboygan has acted in reliance upon the authorization or to the extent that Use or Disclosure is otherwise permitted or Required by Law;
- i. A statement that the information may only be released with the written authorization of the Individual, except as Required by Law;
- j. A statement that the Individual may refuse to sign the authorization;
- k. A statement either that: (i) Treatment, Payment, and eligibility for benefits will not be conditioned upon the Individual's provision of an authorization or (ii) the circumstances under which Treatment, Payment, and/or eligibility for benefits will be conditioned upon the Individual's provision of an authorization (e.g., Research, and provision of health care that is solely for the purpose of creating PHI for disclosure to a third party on provision of an authorization for the Disclosure of the PHI to such third party);
- l. If applicable (e.g., Sale of PHI), a statement that the Use or Disclosure will result in direct or indirect remuneration for a third party;

- m. A statement that a copy of the signed authorization will be provided to the Individual;
 - n. The signature of the Individual and date signed; and
 - o. If the authorization is signed by a Personal Representative of an Individual, a description of the representative’s authority to act on behalf of the Individual.
4. The City of Sheboygan will attempt to use its Authorization for Use and Disclosure of PHI Form – rather than third party forms – for authorizations as possible.

B. Revocation Request.

- 1. Form of Request. All requests for revocation of an Individual’s authorization to access, release, Use or Disclose PHI must be submitted to the Privacy Officer or his/her designee in writing. When possible, the City of Sheboygan will provide its Revocation Form to Individuals. If the City of Sheboygan’s Revocation Form is not used, the Privacy Officer will confirm that the revocation is specific enough to permit identification of the authorization that is being revoked. Oral requests will not be honored. The HIPAA Privacy Officer shall be consulted with any questions on specificity of revocation and/or oral requests.
- 2. Processing Request. Upon receipt of a written revocation – and, if applicable, confirmation of specificity of the request – the Privacy Officer will notify the relevant staff and impacted Business Associates that a revocation has been received and that no further PHI may be released as specified in the authorization.

C. Documentation. The City of Sheboygan shall maintain Individuals’ authorizations for Use and Disclosure of PHI (including Authorization for Use and Disclosure of PHI Forms) and Individuals’ written revocations on the Use and Disclosure of PHI (including Revocation Forms) consistent with the Retention of HIPAA Documentation Policy and Procedure.

D. Sanctions for Non-Compliance. Workforce members who violate this Manual may be subject to disciplinary action for misconduct and/or performance based on the City of Sheboygan’s Sanction and Discipline Policy and Procedure.

References	45 C.F.R. § 164.508 – Uses and disclosures for which an authorization is required 45 C.F.R. § 164.512 – Uses and disclosures for which an authorization or opportunity to agree or object is not required Use and Disclosure to Carry Out Treatment, Payment and Health Care Operations Policy and Procedure Incidental Uses and Disclosures of PHI Policy and Procedure Retention of HIPAA Documentation Policy and Procedure Sanction and Discipline Policy and Procedure
Attachments	Authorization for Use and Disclosure of PHI Form Revocation Form
Responsible Senior Leader	Privacy Officer

Effective Date	November 4, 2024
Review Dates	November 1st of even years
Revisions	

II. USES AND DISCLOSURES TO CARRY OUT TREATMENT, PAYMENT AND HEALTH CARE OPERATIONS (TPO)

1. PURPOSE

To establish a policy and identify the procedures for Uses or Disclosures of PHI for carrying out Treatment, Payment, and Health Care Operations in accordance with HIPAA.

2. DEFINITIONS

Capitalized terms used but not defined in this Policy shall have the meaning set forth in the City of Sheboygan's HIPAA Policies and Procedures Manual Glossary.

3. POLICY

Except as permitted or Required by Law, the City of Sheboygan will not Use or Disclose (including obtaining) PHI without Individual authorization for purposes other than Treatment, Payment, or Health Care Operations.

All Workforce members are trained to understand and identify elements of PHI.

4. PROCEDURE

A. **City of Sheboygan's TPO Purposes.** The City of Sheboygan may Use and Disclose PHI without an Individual's authorization for the City of Sheboygan's own Treatment, Payment, or Health Care Operations purposes.

B. **Another Covered Entity's TPO Purposes.** The City of Sheboygan may Disclose PHI without an Individual's authorization as follows:

1. To another Covered Entity for the Treatment of the Individual who is the subject of the PHI.
2. To another Covered Entity for the Payment activities of that entity.
3. To another Covered Entity for the Health Care Operations activities of the entity that receives the information if each entity (both the City of Sheboygan and the other entity) either has or had a relationship with the Individual who is the subject of the PHI, the PHI pertains to such relationship, and the Disclosure is:
 - a. For Health Care Operations regarding conducting quality assessment and improvement activities, population-based activities relating to improving health or reducing healthcare costs, protocol development, case management and care coordination, contacting healthcare providers and patients with information about Treatment alternatives, and related functions that do not include Treatment, reviewing the competence or qualification of healthcare

professionals, evaluating practitioner and provider performance or Health Plan performance, or credentialing activities.

- b. For the purpose of healthcare fraud and abuse detection or compliance.

C. **Sanctions for Non-Compliance.** Workforce members who violate this Manual may be subject to disciplinary action for misconduct and/or performance based on the City of Sheboygan’s Sanction and Discipline Policy and Procedure.

References	45 C.F.R. § 164.506 – Uses and disclosure to carry out treatment, payment, or health care operations Sanction and Discipline Policy and Procedure
Attachments	N/A
Responsible Senior Leader	Privacy Officer
Effective Date	November 4, 2024
Review Dates	November 1st of even years
Revisions	

III. USES AND DISCLOSURES NOT REQUIRING INDIVIDUAL AUTHORIZATION

1. PURPOSE

To establish a policy and identify procedures for how the City of Sheboygan will Use and Disclose PHI without Individual authorization.

2. DEFINITIONS

Capitalized terms used but not defined in this Policy shall have the meaning set forth in the City of Sheboygan's HIPAA Policies and Procedures Manual Glossary.

3. POLICY

The City of Sheboygan may Use or Disclose PHI without Individual authorization for reasons based on public policy and as permitted or Required by Law.

4. PROCEDURE

A. **Use and Disclosure Without Authorization.** The City of Sheboygan may Use or Disclose PHI without Individual authorization in the following circumstances:

1. Treatment Alternatives. Information about treatment alternatives or other health-related benefits and services that may be of interest to Individuals. However, when the City of Sheboygan is receiving remuneration above the cost of communication for the provision of such information, authorization is required unless such information is provided via face-to-face communication.
2. Family and Friends Involved in Care. Disclosures to family members and those involved in the Individual's care consistent with the City of Sheboygan's Use and Disclosures of PHI to Persons Involved in the Individual's Care and for Notification Purposes Policy and Procedure.
3. Serious Threat to Health or Safety of Self or Others. Consistent with applicable law and standards of ethical conduct, the City of Sheboygan may Use and Disclose PHI to the proper authorities (i.e., person(s) reasonably able to prevent or lessen the threat, including the target of the threat) if the City of Sheboygan believes, in good faith, that such Use or Disclosure is necessary (i) to prevent or lessen a serious and imminent threat to the health or safety of a person (including, but not limited to, the subject Individual) or the public and (ii) for law enforcement authorities to identify or apprehend an Individual (because of a statement by an Individual admitting participation in a violent crime that the City of Sheboygan reasonably believes may have caused serious physical harm to the victim or where it appears from all the circumstances that the Individual has escaped from a correctional institution or from lawful custody).

4. Activities Related to Death. The City of Sheboygan may Disclose PHI to coroners, medical examiners, and funeral directors so they can carry out their duties related to an Individual's death, such as identifying the body, determining cause of death, or in the case of funeral directors to carry out funeral preparations.
5. Public Health Activities. The City of Sheboygan may Use or Disclose PHI for the following public health activities to:
 - a. A public health authority that is authorized by law to collect or receive such information for the purpose of preventing or controlling disease, injury, or disability, including, but not limited to, the reporting of disease, injury, vital events such as birth or death, and the conduct of public health surveillance, public health investigations, and public health interventions; or, at the direction of a public health authority, to an official of a foreign government agency that is acting in collaboration with a public health authority;
 - b. A public health authority or other appropriate government authority authorized by law to receive reports of child abuse or neglect;
 - c. A person subject to the jurisdiction of the Food and Drug Administration ("FDA") with respect to an FDA-regulated product or activity for which that person has responsibility, for the purpose of activities related to the quality, safety or effectiveness of such FDA-regulated product or activity;
 - d. A person who may have been exposed to a communicable disease or may otherwise be at risk of contracting or spreading a disease or condition, if the City of Sheboygan or a public health authority is authorized by law to notify such person as necessary in the conduct of a public health intervention or investigation;
 - e. An employer, about an Individual who is a member of the workforce of the employer if:
 - i. The City of Sheboygan provides health care to the Individual at the request of the employer to conduct an evaluation relating to medical surveillance of the workplace or to evaluate whether the Individual has a work-related illness or injury;
 - ii. The PHI Disclosed consists of findings concerning a work-related illness or injury or a workplace-related medical surveillance;
 - iii. The employer needs such findings in order to comply with its obligations, under the Occupational Safety and Health Administration standards or under state law having a similar

purpose, to record such illness or injury or to carry out responsibilities for workplace medical surveillance; and

- iv. The City of Sheboygan provides written notice to the Individual that PHI relating to the medical surveillance of the workplace and work-related illnesses and injuries is disclosed to the employer.
 - f. A school, about an Individual who is a student or prospective student of the school if the PHI Disclosed is limited to proof of immunization, the school is required by state or other law to have such proof of immunization prior to admitting the Individual, and the City of Sheboygan obtains and documents the agreement to the Disclosure.
6. Victims of Abuse, Neglect, or Domestic Violence. Except for reports of child abuse or neglect permitted by the public health reporting outlined in Section 4.A.5.b of this Policy and Procedure, the City of Sheboygan may disclose PHI about an Individual whom the City of Sheboygan reasonably believes to be a victim of abuse, neglect, or domestic violence to a government authority, including a social service or protective services agency, authorized by law to receive reports of such abuse, neglect, or domestic violence:
- a. To the extent the Disclosure is Required by Law and the Disclosure complies with and is limited to the relevant requirements of such law;
 - b. If the Individual agrees to the Disclosure; or
 - c. To the extent the Disclosure is expressly authorized by statute or regulation and (i) in the exercise of professional judgment, the City of Sheboygan believes the Disclosure is necessary to prevent serious harm to the Individual or other potential victims or (ii) the Individual is unable to agree because of incapacity, a law enforcement or other public official authorized to receive the report represents that PHI for which Disclosure is sought is not intended to be used against the Individual and that an immediate enforcement activity that depends upon the Disclosure would be materially and adversely affected by waiting until the Individual is able to agree to the Disclosure.

The City of Sheboygan will promptly inform the Individual that such a report has been or will be made, except if, in the exercise of professional judgment, it believes informing the Individual would place the Individual at risk of serious harm or the City of Sheboygan would be informing a Personal Representative, and the City of Sheboygan reasonably believes the Personal Representative is responsible for the abuse, neglect, or other injury, and that informing such person would not be in the best interests of

the Individual as determined by the City of Sheboygan, in the exercise of professional judgment.

7. Health Oversight. The City of Sheboygan may Disclose PHI to a health oversight agency for oversight activities authorized by law in compliance with the HIPAA Rules.
 8. Judicial and Administrative Proceedings. The City of Sheboygan may Disclose PHI in the course of any judicial or administrative proceeding:
 - a. In response to a court order signed by a judge, provided that the City of Sheboygan Discloses only the PHI expressly authorized by such order; or
 - b. In response to a subpoena, discovery request, or other lawful process that is not accompanied by a court order signed by a judge in compliance with the HIPAA Rules.
 9. Law Enforcement Purposes. The City of Sheboygan may Disclose PHI for a law enforcement purpose to a law enforcement official in compliance with the HIPAA Rules (e.g., victims of a crime, crime on premises, reporting crime in emergencies).
 10. Decedents. The City of Sheboygan may Disclose PHI to a coroner or medical examiner for the purpose of identifying a deceased person, determining a cause of death, or other duties as authorized by law.
 11. Donations. The City of Sheboygan may Disclose PHI to organ procurement organizations or other entities engaged in the procurement, banking, or transplantation of cadaveric organs, eyes, or tissue for the purpose of facilitating organ, eye or tissue donation and transplantation.
 12. Research. The City of Sheboygan may Disclose PHI for Research purposes consistent with the HIPAA Rules and the City of Sheboygan's Use and Disclosure of PHI for Research Purposes Policy and Procedure.
 13. Workers' Compensation. The City of Sheboygan may Disclose PHI authorized by and to the extent necessary to comply with laws relating to workers' compensation or other similar programs, established by law, that provide benefits for work-related injuries or illness without regard to fault.
- B. Other Situations When Requirements are Met.** The City of Sheboygan may Use or Disclose PHI without Individual authorization (i) as Required by Law and (ii) for other reasons, when specific requirements are met. The situations in which PHI may be Used or Disclosed include, but are not limited to, situations involving:
1. Order of the court
 2. Disclosures to Health Plan sponsor
 3. Organ tissue donation

- 4. Military and veterans
- 5. Workers' compensation
- 6. Public health and safety
- 7. Health oversight activities
- 8. Lawsuits and disputes
- 9. Law enforcement
- 10. National security and intelligence activities; and
- 11. Inmates

C. **Documentation.** The City of Sheboygan shall record each Use and Disclosure made under this Policy and Procedure on the Accounting of Disclosures Log, consistent with the Accounting of Disclosures of PHI Policy and Procedure and Retention of HIPAA Documentation Policy and Procedure.

D. **Sanctions for Non-Compliance.** Workforce members who violate this Manual may be subject to disciplinary action for misconduct and/or performance based on the City of Sheboygan's Sanction and Discipline Policy and Procedure.

References	45 C.F.R. § 164.502(g)(5) – Uses and disclosures of protected health information: General Rules, Abuse, neglect, endangerment situations 45 C.F.R. § 164.512 – Uses and disclosures for which an authorization or opportunity to agree or object is not required Accounting of Disclosures of PHI Policy and Procedure Retention of HIPAA Documentation Policy and Procedure Sanction and Discipline Policy and Procedure Uses and Disclosures of PHI to Persons Involved in the Individual's Care and for Notification Purposes Policy and Procedure Uses and Disclosures of PHI for Research Purposes Policy and Procedure
Attachments	N/A
Responsible Senior Leader	Privacy Officer
Effective Date	November 4, 2024
Review Dates	November 1st of even years
Revisions	

IV. PERSONAL REPRESENTATIVES

1. PURPOSE

To establish a policy and identify procedures for how the City of Sheboygan will address (1) Personal Representatives and (2) the privacy rights of minors who are not emancipated from the care of their parents or guardian.

2. DEFINITIONS

Capitalized terms used but not defined in this Policy shall have the meaning set forth in the City of Sheboygan's HIPAA Policies and Procedures Manual Glossary.

3. POLICY

The City of Sheboygan shall treat a Personal Representative the same as it would treat the Individual who is the subject of the PHI, unless any one of the exceptions applies.

4. PROCEDURE

- A. **General Rules.** Unless one of the below exceptions applies, the City of Sheboygan shall treat a Personal Representative as the Individual for purposes of the Privacy Rule.
- B. **Access to Records.** Regardless, however, of whether a parent is the Personal Representative of a minor child, the City of Sheboygan is permitted to Disclose to a parent, or provide the parent with access to, a minor child's PHI when and to the extent it is permitted or Required by Law (including relevant case law). The City of Sheboygan shall not Disclose a minor child's PHI to a parent, or provide a parent with access to such PHI, when and to the extent it is prohibited under state or other laws (including relevant case law).
- C. **Parents as Personal Representative when State Law is Silent.** If state or other applicable law is silent concerning parental access to minor's PHI, then the City of Sheboygan has discretion to provide or deny a parent with access to the minor's PHI if doing so is consistent with state or other applicable law and provided the decision is made by a licensed healthcare professional in the exercise of professional judgment.
- D. **Exceptions to a Parent as a Personal Representative.** There are three circumstances in which the parent is not the Personal Representative with respect to certain PHI about his or her minor child. These exceptions generally track the ability of certain minors to obtain specified healthcare without parental consent under state or other laws or standards of professional practice. In these situations, the parent does not control the minor's health care decisions and, thus, under the Privacy Rule, does not control the PHI related to that care. The three exceptions are as follows:

1. When state or other law does not require the consent of a parent or other person before a minor can obtain a particular health care service and the minor consents to the health care service (e.g., adolescents have the right to consent to certain mental health care treatment without parental consent);
2. When someone other than the parent is authorized by law to consent to the provision of a particular health service to a minor and provides such consent (e.g., court order grants the right to make health care decisions to someone other than a parent); and
3. When a parent agrees to a confidential relationship between the minor and a health care provider (e.g., physician asks adolescent’s parent if the physician can talk with the child confidentially about a condition and the parent agrees).

E. Rights/Restrictions of Personal Representative. The Personal Representative must be treated as the Individual, except as follows:

1. The City of Sheboygan reasonably believes that the Individual has been or may be subjected to domestic violence, abuse, or neglect by the person seeking to be treated as a Personal Representative, or that treating the person as the Personal Representative could endanger the Individual;
2. The City of Sheboygan, in the exercise of professional judgment, decides that treating the person as the Individual’s Personal Representative would not be in the Individual’s best interest;
3. If a parent is the Personal Representative of a minor child, but Disclosure to the parent is prohibited under state law; or
4. Any of the exceptions outlined in Section 4.D above.

F. Documentation. The City of Sheboygan shall maintain documentation required under this Policy and Procedure consistent with the Retention of HIPAA Documentation Policy and Procedure.

G. Sanctions for Non-Compliance. Workforce members who violate this Manual may be subject to disciplinary action for misconduct and/or performance based on the City of Sheboygan’s Sanction and Discipline Policy and Procedure.

References	45 C.F.R. § 164.502(g) – Uses and disclosures of protected health information: General rules, Personal Representatives Retention of HIPAA Documentation Policy and Procedure Sanction and Discipline Policy and Procedure
Attachments	N/A
Responsible Senior Leader	Privacy Officer
Effective Date	November 4, 2024
Review Dates	November 1st of even years
Revisions	

V. USES AND DISCLOSURES OF PHI TO PERSONS INVOLVED IN THE INDIVIDUAL'S CARE AND FOR NOTIFICATION PURPOSES

1. PURPOSE

To establish the City of Sheboygan's policy and identify the procedures for Use or Disclosure of PHI to persons involved in the Individual's care and for notification purposes.

2. DEFINITIONS

Capitalized terms used but not defined in this Policy shall have the meaning set forth in the City of Sheboygan's HIPAA Policies and Procedures Manual Glossary.

3. POLICY

The City of Sheboygan may generally Disclose PHI to a family member, other relative, close friend, or any other person identified by the Individual if the Disclosure is directly relevant to that person's involvement with the Individual's care or Payment for care or to notify that person of the Individual's location, general condition, or death.

4. PROCEDURE

A. Uses and Disclosures of PHI to Persons Involved in the Individual's Care.

1. Conditions for Disclosure if the Individual is Present. If the Individual is present for, or otherwise available, prior to a permitted Disclosure under this Manual, then the City of Sheboygan may Disclose the PHI only if it:
 - a. Obtains the Individual's agreement;
 - b. Provides the Individual with the opportunity to object to the Disclosure, and the Individual does not express an objection (this opportunity to object and the Individual's response may be done orally); or
 - c. May reasonably infer from the circumstances, based on the exercise of professional judgment, that the Individual does not object to the Disclosure.
2. Conditions for Disclosure if the Individual is Not Present or is Incapacitated. The City of Sheboygan may, in the exercise of professional judgment, determine whether the Disclosure is in the best interest of the Individual, and, if so, Disclose only that PHI which is directly relevant to the person's involvement with the Individual's care if:
 - a. The Individual is not present;

- b. The opportunity to agree/object to the Use or Disclosure cannot practicably be provided because of the Individual’s incapacity; or
 - c. In an emergency.
 - 3. Conditions for Disclosure for Disaster Relief Purposes. The City of Sheboygan may Use or Disclosure PHI to a public or private entity authorized by law or by its charter to assist in disaster relief efforts for the purpose of coordinating with such entities the Uses and Disclosures of PHI for notification purposes (as outlined in V.4.B below.)
 - 4. Conditions for Disclosure if the Individual is Deceased. The City of Sheboygan may Disclose PHI to a person involved in the Individual’s care or Payment for health care prior to the Individual’s death if such PHI is relevant to such persons involved, unless doing so is inconsistent with any prior expressed preference of the Individual that is known to the City of Sheboygan.
 - 5. Confirming Identity. The City of Sheboygan shall take reasonable steps to confirm the identity of an Individual’s family member or friend. The City of Sheboygan is permitted to rely on the circumstances as confirmation of involvement in care.
- B. Uses and Disclosures of PHI for Notification Purposes.** The City of Sheboygan may Use or Disclose PHI to notify, or assist in the notification of (including identifying or locating), a family member, a Personal Representative of the Individual, or another person responsible for the care of the Individual of the Individual's location, general condition, or death.
- C. Sanctions for Non-Compliance.** Workforce members who violate this Manual may be subject to disciplinary action for misconduct and/or performance based on the City of Sheboygan’s Sanction and Discipline Policy and Procedure.

References	45 C.F.R. § 164.510(b) – Uses and disclosures for involvement in the individual’s care and notification purposes Sanction and Discipline Policy and Procedure
Attachments	N/A
Responsible Senior Leader	Privacy Officer
Effective Date	November 4, 2024
Review Dates	November 1st of even years
Revisions	

VI. INCIDENTAL USES AND DISCLOSURES OF PHI

1. PURPOSE

To establish a policy and identify procedures to ensure that the Use and Disclosure of PHI is made consistent with applicable law, regulations, and health information standards. The City of Sheboygan intends to limit incidental Uses and Disclosures of PHI and have in place reasonable safeguards where applicable.

2. DEFINITIONS

Capitalized terms used but not defined in this Policy shall have the meaning set forth in the City of Sheboygan's HIPAA Policies and Procedures Manual Glossary.

3. POLICY

Many customary health care communications and practices play an important or even essential role in ensuring that Individuals receive prompt and effective care. Due to the nature of these communications and practices, as well as the various environments in which Individuals receive health care or other services from the City of Sheboygan, the City of Sheboygan recognizes that the potential exists for an Individual's health information to be Disclosed incidentally.

The City of Sheboygan is permitted to Use or Disclose PHI incident to a Use or Disclosure otherwise permitted or required by the Privacy Rule, provided that it has complied with the minimum necessary standard where required, the City of Sheboygan's Minimum Necessary Requirements Policy and Procedure, and the City of Sheboygan's Administrative Safeguards, Technical Safeguards, and Physical Safeguards to protect the privacy of PHI. The City of Sheboygan recognizes that an incidental Use or Disclosure that occurs as a result of a failure to apply reasonable Administrative Safeguards, Technical Safeguards, and Physical Safeguards or the minimum necessary standard, where required, is not permitted under the Privacy Rule.

4. PROCEDURE

- A. **Incidental Uses and Disclosures of PHI.** The City of Sheboygan may Use or Disclose information that occurs as a by-product of an otherwise permissible Use or Disclosure as long as (i) the City of Sheboygan has applied reasonable safeguards and implemented the minimum necessary standard, where applicable, with regard to the primary Use or Disclosure and (ii) the incidental Use or Disclosure could not reasonably be prevented, was limited in nature, and occurred as a result of another Use or Disclosure permitted by the Privacy Rule.
- B. **Reasonable Safeguards.** The City of Sheboygan shall also adopt reasonable Administrative Safeguards, Technical Safeguards, and Physical Safeguards to prevent Uses or Disclosures that are not permitted by the Privacy Rule as well as that limit incidental Uses or Disclosures.
- C. **Sanctions for Non-Compliance.** Workforce members who violate this Manual may be subject to disciplinary action for misconduct and/or performance based on the City of Sheboygan's Sanction and Discipline Policy and Procedure.

References	45 C.F.R. § 164.502(a)(1)(iii) – Incident to a use or disclosure otherwise permitted Minimum Necessary Requirements Policy and Procedure The City of Sheboygan HIPAA Policies and Procedure Manual Volume 3 Sanction and Discipline Policy and Procedure
Attachments	N/A
Responsible Senior Leader	Privacy Officer
Effective Date	November 4, 2024
Review Dates	November 1st of even years
Revisions	

VII. SALE OF PHI

1. PURPOSE

To establish the City of Sheboygan's policy and identify the procedures for Use and Disclosure of PHI that constitutes a Sale of PHI.

2. DEFINITIONS

Capitalized terms used but not defined in this Policy shall have the meaning set forth in the City of Sheboygan's HIPAA Policies and Procedures Manual Glossary.

3. POLICY

As Required by Law, the City of Sheboygan will secure an authorization for any Use or Disclosure of PHI that constitutes a Sale of PHI.

4. PROCEDURE

A. **Authorization Required.** Unless otherwise permitted by law, the City of Sheboygan will secure an Individual authorization for any Use or Disclosure of PHI that constitutes a Sale of PHI. The authorization must include a statement that the Disclosure will result in remuneration to the City of Sheboygan or the applicable third party.

B. **Authorization Not Required.** Sale of PHI does not include a Disclosure of PHI:

1. For public health purposes pursuant to the HIPAA Rules;
2. For Research purposes pursuant to the HIPAA Rules, where the only remuneration received by the City of Sheboygan or Business Associate is a reasonable cost-based fee to cover the cost to prepare and transmit the PHI for such purposes;
3. For Treatment and Payment purposes;
4. For the sale, transfer, merger, or consolidation of all or part of the City of Sheboygan and for related due diligence pursuant to the HIPAA Rules;
5. To or by a Business Associate for activities that the Business Associate undertakes on behalf of the City of Sheboygan pursuant to the HIPAA Rules, and the only remuneration provided is by the City of Sheboygan to the Business Associate for the performance of such activities;
6. To an Individual, when requested as access to PHI or an accounting of Disclosures of PHI pursuant to the HIPAA Rules (see Individual's Right to Access PHI Policy and Procedure and Accounting of Disclosures of PHI Policy and Procedure);
7. When Required by Law; and

- 8. For any other purpose permitted by and in accordance with HIPAA Rules, where the only remuneration received by the City of Sheboygan or Business Associate is a reasonable, cost-based fee to cover the cost to prepare and transmit the PHI for such purpose or a fee otherwise expressly permitted by other law.

- C. **Business Associates.** Any BAAs that allow the Business Associate to engage in the Sale of PHI shall be approved by City Administrator .

- D. **Documentation.** The City of Sheboygan shall maintain the Authorization for Use and Disclosure of PHI Form consistent with the Retention of HIPAA Documentation Policy and Procedure.

- E. **Sanctions for Non-Compliance.** Workforce members who violate this Manual may be subject to disciplinary action for misconduct and/or performance based on the City of Sheboygan’s Sanction and Discipline Policy and Procedure.

References	45 C.F.R. § 164.508(a)(4) – Authorization Required – Sale of protected health information Individual’s Right to Access PHI Policy and Procedure Accounting of Disclosures of PHI Policy and Procedure Retention of HIPAA Documentation Policy and Procedure Sanction and Discipline Policy and Procedure
Attachments	Authorization for Use and Disclosure of PHI Form
Responsible Senior Leader	Privacy Officer
Effective Date	November 4, 2024
Review Dates	November 1st of even years
Revisions	

VIII. USES AND DISCLOSURES OF DE-IDENTIFIED DATA AND LIMITED DATA SETS

1. PURPOSE

To establish the City of Sheboygan’s policy and identify procedures for the Use and Disclosure of De-identified Data and Limited Data Sets.

2. DEFINITIONS

Capitalized terms used but not defined in this Policy shall have the meaning set forth in the City of Sheboygan’s HIPAA Policies and Procedures Manual Glossary.

3. POLICY

The City of Sheboygan may Use or Disclose a Limited Data Set, provided the recipient of such Limited Data Set enters into a Data Use Agreement.

The HIPAA Rules do not restrict The City of Sheboygan’s Use or Disclosure of De-identified Data.

4. PROCEDURE

A. **Limited Data Sets.** The City of Sheboygan may Use or Disclose an Individual’s PHI consistent with the Limited Data Sets and Data Use Agreements Policy and Procedures.

B. **De-identified Data.** The City of Sheboygan may Use or Disclose De-identified Data without obtaining an Individual’s authorization. If the City of Sheboygan is creating De-identified Data, the City of Sheboygan shall follow the process for De-identification set out in the De-identification of PHI Policy and Procedure.

C. **Sanctions for Non-Compliance.** Workforce members who violate this Manual may be subject to disciplinary action for misconduct and/or performance based on the City of Sheboygan’s Sanction and Discipline Policy and Procedure.

References	45 C.F.R. § 164.514(b) – De-Identification 45 C.F.R. § 164.514(e) – Limited Data Set Limited Data Sets and Data Use Agreements Policy and Procedures De-identification of PHI Policy and Procedure Sanction and Discipline Policy and Procedure
Attachments	N/A
Responsible Senior Leader	City Administrator
Effective Date	November 4, 2024
Review Dates	November 1st of even years
Revisions	

IX. VERIFICATION OF IDENTITY AND AUTHORITY PRIOR TO DISCLOSURE OF PHI

1. PURPOSE

To establish the City of Sheboygan's policy and identify procedures to verify the identity of persons and entities requesting PHI and the authority of such persons or entities to access/receive PHI prior to Disclosing PHI.

2. DEFINITIONS

Capitalized terms used but not defined in this Policy shall have the meaning set forth in the City of Sheboygan's HIPAA Policies and Procedures Manual Glossary.

3. POLICY

Before Disclosing PHI, the City of Sheboygan shall verify the identity of the recipient and the recipient's authority to access/receive PHI, unless the identity and authority are known to the City of Sheboygan.

In addition, when it is a condition of Disclosure, prior to the Disclosure of PHI, the City of Sheboygan will obtain any documentation, statements, or representations of the recipient as required by the Privacy Rule.

4. PROCEDURE

A. **Verification of Identity and Authority.** Before Disclosing PHI, the City of Sheboygan will obtain sufficient information from the person requesting the PHI to logically conclude that the person's identity is valid and the person has authority to access/receive the PHI. The type of information required will depend on the nature of the request, from whom it is made, and the method in which it is made.

1. Request in Person.

- a. When a request for PHI is made in person, the City of Sheboygan will generally verify identity by inspecting some form of photo identification. If photo identification is unavailable, the City of Sheboygan may verify identity by inspecting some other form of government-issued identification.
- b. In cases of Disclosure for public policy purposes, authority to access/receive PHI may generally be verified by receipt of the full name, date of birth, and one other additional piece of information (i.e., SSN, other identification number, address, or telephone number) of the subject of the PHI and:
 - i. A written statement of the authority under which the PHI is requested (or if a written statement is not available, a documented oral statement); or

- ii. A legal document, such as a court order signed by a judge or other appropriate legal process meeting the requirements under the HIPAA Rules and state law.
 - 2. **Request By Telephone.** When a request for PHI is made by telephone, the City of Sheboygan may generally verify identity by confirmation of information that identifies the person requesting the PHI. For example, if the person requesting the PHI is the subject of the PHI, then identity may be established by providing his/her full name, date of birth, and one other additional piece of information (i.e., SSN, other identification number, address, or telephone number).
 - 3. **Request by Third Party.** When the person requesting the PHI is a third party, the City of Sheboygan may verify identity by obtaining the caller's telephone number and calling him/her back, making sure the area code and exchange matches a listed telephone number for the third party. In order to verify authority to access/receive PHI when it is requested by someone other than the subject Individual, the City of Sheboygan will obtain the full name, date of birth, and one other additional piece of information (i.e., SSN, other identification number, address, or telephone number) regarding the subject of the PHI and a statement of the authority under which the PHI is requested. The City of Sheboygan is not required to release PHI when the request for release is made by telephone.
 - 4. **Request by Mail.** If a request for PHI is received by mail, the City of Sheboygan may generally verify identity by receipt of some unique piece of information that identifies the person requesting the information or by receipt of the request in a format that tends to establish the identity of the person making the request. For example, if the person requesting the PHI is the subject of the PHI, then a written request containing the person's SSN or other unique identification number will be sufficient. When the person requesting the information is a health care provider or a public agency, receipt of the request on appropriate letterhead will be sufficient.
- B. **Verification Documentation.** The person verifying the documentation, statements, or representations provided by the recipient as required by the Privacy Rule may, when doing so is reasonable under the circumstances, rely on documentation, statements, and representations that, on their face, meet the applicable requirements. Such reliance will not be reasonable when information is known by the person that tends to indicate the documentation, statement, or representation is not authentic. In such situations, additional steps to verify the authenticity of the documentation, statement, or representation shall be taken. The Privacy Officer will assist with any questions concerning appropriate verification of identity or authority to access/receive PHI.
- C. **Log of Verifications.** The City of Sheboygan will keep a log of all verifications, which will include all information required to be obtained under this Policy. The

City of Sheboygan shall maintain the Log of Verifications consistent with the Retention of HIPAA Documentation Policy and Procedure.

- D. **Sanctions for Non-Compliance.** Workforce members who violate this Manual may be subject to disciplinary action for misconduct and/or performance based on the City of Sheboygan’s Sanction and Discipline Policy and Procedure.

References	45 C.F.R. § 164.508(b)– Valid Authorizations 45 C.F.R. § 164.514(h) – Verification Requirements Retention of HIPAA Documentation Policy and Procedure Sanction and Discipline Policy and Procedure
Attachments	Log of Verifications
Responsible Senior Leader	City Administrator
Effective Date	November 4, 2024
Review Dates	November 1st of even years
Revisions	

X. MINIMUM NECESSARY REQUIREMENTS

1. PURPOSE

To help ensure that the City of Sheboygan Uses and Discloses only the minimum amount of PHI necessary for accomplishing the intended purpose.

2. DEFINITIONS

Capitalized terms used but not defined in this Policy shall have the meaning set forth in the City of Sheboygan's HIPAA Policies and Procedures Manual Glossary.

“Minimum Necessary” means the process that is outlined in the HIPAA Rules, i.e., when Using or Disclosing PHI or when requesting PHI from another entity, the City of Sheboygan must make reasonable efforts to limit PHI to the minimum necessary to accomplish the intended purpose of the appropriate Use, Disclosure, or request.

3. POLICY

A. When Using, Disclosing or requesting PHI, the City of Sheboygan shall make reasonable efforts to limit the Use or Disclosure of PHI to the Minimum Necessary to accomplish the intended purpose of the appropriate requested Use or Disclosure.

B. **Exceptions.** The Minimum Necessary standard does not apply in the following circumstances:

1. Disclosures to a health care provider for Treatment;
2. Disclosures to the Individual or a Covered Entity upon the Individual's request;
3. Uses or Disclosures made pursuant to an authorization;
4. Disclosures to the Secretary and/or HHS for compliance and enforcement purposes;
5. As Required by Law; and
6. Uses or Disclosures required for compliance with the HIPAA Rules.
7. *All other Uses and Disclosures are subject to the Minimum Necessary rule, and relevant Workforce members should verify the need for the Use or Disclosure of PHI to only that information necessary to accomplish the intended purposes of the Use of Disclosure.*

4. PROCEDURE

A. **De-Identified Data or Limited Data Set.** The City of Sheboygan will request, Use or Disclose De-Identified Data or a Limited Data Set when possible. Any

Disclosure of a Limited Data Set shall be in compliance with the Uses and Disclosures of De-identified Data and Limited Data Sets Policy and Procedure.

- B. **Minimum Necessary.** If Use, request, or Disclosure of De-Identified Data or a Limited Data Set is not possible, the City of Sheboygan will not Use, request, or Disclose PHI that is more than the Minimum Necessary to accomplish the purpose of the Use, request, or Disclosure.
- C. **Access to PHI.** The City of Sheboygan will allow only relevant Workforce members to have access to the Minimum Necessary PHI required by their job functions consistent with the City of Sheboygan’s safeguards, including the Information System Activity Review Policy and Procedure; Information Access Management Policy and Procedure; Access Establishment, Modification and Review Policy and Procedure; Workstation Use Policy and Procedure; Workstation Security Policy and Procedure; Unique User Identification Policy and Procedure; Automatic Logoff Policy and Procedure; Person or Entity Authentication Policy and Procedure; and Integrity Controls Policy and Procedure.
- D. **Disclosures of PHI.** The City of Sheboygan is often asked to Disclose PHI to other Covered Entities, regulatory agencies, law enforcement authorities and others. Many of these Disclosures are permitted or Required by Law and do not require authorization by the subject Individual. Other Disclosures may require authorization by the subject Individual. Except for the exceptions outlined above in Section X.3.B, the City of Sheboygan will apply the Minimum Necessary standard to all Disclosures.
- E. **Routine and Recurring Disclosures.** The City of Sheboygan applies the below listed criteria to the below listed Disclosures that the City of Sheboygan makes on a routine and recurring basis. All other Disclosures shall be reviewed on a case-by-case basis as set forth in the “Non-Routine Disclosures” section below.
1. Routine and Recurring Disclosures. For any type of disclosure that the City of Sheboygan makes on a routine and recurring basis, the City of Sheboygan must implement procedures to limit the PHI disclosed to the amount reasonably necessary to achieve the purpose of the disclosure
 2. Criteria. For routine disclosures/requests, the City of Sheboygan has applied criteria to limit PHI to what is reasonably needed to accomplish the intended purpose of the request, Use or Disclosure and has created standards to be applied for all such routine Disclosures/requests.
- F. **Non-Routine Disclosures.** Non-routine Disclosures/requests are (a) Disclosures or requests that are made occasionally or (b) routine types of Disclosures or requests that are made to organizations that do not routinely request or Disclose PHI to the City of Sheboygan. For each non-routine Disclosure/request, the City of Sheboygan applies criteria to limit PHI to what is reasonably needed to accomplish the intended purpose of the request, Use or Disclosure. Non-routine requests are evaluated on a case-by-case basis in accordance with the following criteria:

1. Evaluate Requestor. The City of Sheboygan will consider whether the requestor is an entity subject to HIPAA and familiar with the requirements to safeguard PHI.
2. Evaluate Request. The City of Sheboygan will consider what type and amount of PHI is being requested.
3. Is This a Minimum Necessary Request. The City of Sheboygan will consider whether it may rely on the requestor's request. The City of Sheboygan may rely on the judgment of the requestor as to the Minimum Necessary amount of information needed when the request is made by:
 - a. A public official who states that the Disclosure is the Minimum Necessary;
 - b. A Covered Entity that represents that the information requested is the Minimum Necessary for the stated purpose(s);
 - c. A Workforce member or a Business Associate of the City of Sheboygan if he/she states that the information is the Minimum Necessary needed; or
 - d. A requestor who has provided appropriate documentation from an IRB when requesting information for Research purposes.

G. Workforce Responsibility.

1. Workforce members may not Use, request, or Disclose any PHI that is more than the minimum necessary to accomplish the purpose of the appropriate Use, request, or Disclosure.
2. Workforce members are expected to limit Uses, requests, and Disclosures of PHI to that which is reasonably necessary for their specific job functions.
3. Workforce members will not be granted access to PHI of family members without documentation that no other Workforce member could conduct/complete the job duties requiring access to such PHI.

H. Workforce Training. All Workforce members shall receive periodic training on the Minimum Necessary standard and the City of Sheboygan's expectations.

I. Questions. Workforce members should consult with the Privacy Officer if there are questions related to whether or not a Use of Disclosure fits within the minimum necessary restrictions. The Privacy Officer will review the situation and determine what information is necessary to Use of Disclose.

J. Sanctions for Non-Compliance. Workforce members who violate this Manual may be subject to disciplinary action for misconduct and/or performance based on the City of Sheboygan's Sanction and Discipline Policy and Procedure.

References	<p>45 C.F.R. § 164.502 – General Uses and Disclosures of PHI 45 C.F.R. § 164.512 – Uses and Disclosures Not Requiring Authorization 45 C.F.R. § 164.514(d) – Standard for Minimum Necessary Requirements Uses and Disclosures of De-identified Data and Limited Data Sets Policy and Procedure Information System Activity Review Policy and Procedure Information Access Management Policy and Procedure Access Establishment, Modification and Review Policy and Procedure Workstation Use Policy and Procedure Workstation Security Policy and Procedure Unique User Identification Policy and Procedure Automatic Logoff Policy and Procedure Person or Entity Authentication Policy and Procedure Integrity Controls Policy and Procedure Uses and Disclosures of PHI for Research Purposes Policy and Procedure Sanction and Discipline Policy and Procedure</p>
Attachments	None
Responsible Senior Leader	City Administrator
Effective Date	November 4, 2024
Review Dates	November 1st of even years
Revisions	

XI. NOTICE OF PRIVACY PRACTICES

1. PURPOSE

To establish the City of Sheboygan’s policy and identify procedures for preparing and updating the City of Sheboygan’s Notice of Privacy Practices and providing Individuals with adequate notice of the Uses and Disclosures of PHI that may be made by the City of Sheboygan, and of the Individual’s rights and the City of Sheboygan’s legal duties with respect to PHI.

2. DEFINITIONS

Capitalized terms used but not defined in this Policy shall have the meaning set forth in the City of Sheboygan’s HIPAA Policies and Procedures Manual Glossary.

“More Stringent” means, in the context of a comparison of a provision of state law and a standard, requirement, or implementation specification adopted under the HIPAA Rules, a state law that meets one or more of the following criteria:

- A. With respect to a Use or Disclosure, the law prohibits or restricts a Use or Disclosure in circumstances under which such Use or Disclosure otherwise would be permitted under the HIPAA Rules, except if the Disclosure is: (i) required by the Secretary in connection with determining whether the City of Sheboygan is in compliance with the HIPAA Rules; or (ii) to the subject Individual.
- B. With respect to the rights of the subject Individual regarding access to or amendment of PHI, the law permits greater rights of access or amendment, as applicable.
- C. With respect to information to be provided to the subject Individual about a Use, a Disclosure, rights, and remedies, the law provides the greater amount of information.
- D. With respect to the form, substance, or the need for express legal permission from the subject Individual for Use or Disclosure of PHI, the law provides requirements that narrow the scope or duration, increases the privacy protections afforded (such as by expanding the criteria for), or reduces the coercive effect of the circumstances surrounding the express legal permission, as applicable.
- E. With respect to recordkeeping or requirements relating to accounting of Disclosures, the law provides for the retention or reporting of more detailed information or for a longer duration.
- F. With respect to any other matter, the law provides greater privacy protection for the subject Individual.

3. POLICY

Each Individual who is the subject of PHI must receive a Notice of Privacy Practices describing (1) the Uses and Disclosures of his/her PHI that may be made by or on behalf of the City of Sheboygan, (2) the Individual's rights, and (3) the City of Sheboygan's legal duties with respect to the Individual's PHI.

A Notice of Privacy Practices will be provided to Individuals at the time of first service delivery, within sixty (60) days after a material change, or upon request. The City of Sheboygan will also provide a notice of the availability of the Notice of Privacy Practices at least every three years.

4. PROCEDURE

A. **Individuals Receiving Notice of Privacy Practices.** All Individuals will receive the Notice of Privacy Practices as set forth in this Policy and Procedure, except inmates do not have a right to a Notice of Privacy Practices.

B. **Form of Notice of Privacy Practices.** The City of Sheboygan's Notice of Privacy Practices must be prepared in easy-to-read language and contain, as a minimum, the following elements:

1. The following statement as a header or in an otherwise prominent location: "THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY."
2. A description, including at least one example, of the types of Uses and Disclosures that the City of Sheboygan is permitted to make for purposes of Treatment, Payment, and Health Care Operations, with sufficient detail to place an Individual on notice of the Uses and Disclosures permitted or required;
3. A description of each of the other purposes for which the City of Sheboygan is permitted or required to Use or Disclose PHI without the Individual's authorization, with sufficient detail to place an Individual on notice of the Uses and Disclosures permitted or required;
4. If a Use or Disclosure for any purpose authorized by the HIPAA Rules is prohibited or materially limited by other applicable law (e.g., state law or 42 C.F.R. Part 2), the description of such Use or Disclosure must reflect the More Stringent law;
5. A description of the types of Uses and Disclosures that require an authorization (e.g., Sale of PHI);
6. A statement that the authorization may be revoked in accordance with the Authorization for Use and Disclosure of PHI Policy;

7. If the City of Sheboygan is going to engage in Fundraising communications, a statement regarding the Individual's opt-out rights consistent with the Uses and Disclosures of PHI for Fundraising Policy and Procedure;
8. A statement of the Individual's rights with respect to his/her PHI and how the Individual may exercise those rights, including:
 - a. The right to request restrictions on certain Uses/Disclosures of PHI, and the fact that the City of Sheboygan does not have to agree to such restrictions,
 - b. The right to receive confidential communications of PHI,
 - c. The right to inspect and copy PHI,
 - d. The right to amend PHI,
 - e. The right to receive an accounting of Disclosures of PHI, and
 - f. The right to receive a paper copy of the privacy notice upon request;
9. A statement that the City of Sheboygan is Required by Law to maintain the privacy of PHI, to provide Individuals with notice of the City of Sheboygan's legal duties and privacy practices with respect to PHI, and to notify affected Individuals following a Breach of Unsecured PHI;
10. A statement that the City of Sheboygan is required to abide by the terms of the Notice of Privacy Practices currently in effect;
11. For the City of Sheboygan to apply a change in a privacy practice that is described in the Notice of Privacy Practices to PHI that the City of Sheboygan created or received prior to issuing a revised Notice of Privacy Practices, a statement that the City of Sheboygan reserves the right to change the terms of the Notice of Privacy Practices and to make the new Notice of Privacy Practices provisions effective for all PHI that it maintains. This statement shall include a description of how the City of Sheboygan will provide individuals with a revised Notice of Privacy Practices;
12. A statement that Individuals may complain to the City of Sheboygan and to the Secretary about privacy rights violations, including a brief description of how Individuals may file a complaint with the City of Sheboygan, and a statement that Individuals will not be retaliated against for filing a complaint;
13. The name, or title, and telephone number of the City of Sheboygan's HIPAA Privacy Officer to contact for further information; and
14. The effective date of the Notice of Privacy Practices, which may not be earlier than the date printed or published.

C. Availability of Notice of Privacy Practices.

1. The Notice of Privacy Practices, or a summary of the notice, will be posted in a clear and prominent location (e.g., on a wall at one of the Designated Health Care Components).
2. The Notice of Privacy Practices will be prominently posted on the City of Sheboygan's website.
3. Individuals will receive a copy of the Notice of Privacy Practices at the time of their first appointment (including any services delivered electronically) or, in an emergency treatment situation, as soon as reasonably practicable after the emergency treatment situation.
4. Except in an emergency treatment situation, the City of Sheboygan will make a good faith effort to request that Individuals sign a Receipt of Notice of Privacy Practices Written Acknowledgement Form, though Individuals are not required to sign the acknowledgement to receive services. If the Individual does not sign the acknowledgement, the City of Sheboygan will document the refusal to sign and the reason for such refusal.
5. The acknowledgement of receipt or refusal to acknowledge receipt will be kept in the Individual's medical record.
6. The City of Sheboygan will promptly revise and distribute its Notice of Privacy Practices whenever there is a material change to the Uses or Disclosures, Individuals' rights, the City of Sheboygan's legal duties, or other privacy practices stated in the Notice of Privacy Practices.
7. Except where Required by Law, the City of Sheboygan will not implement a material change to any term of the Notice of Privacy Practices prior to the effective date of the Notice of Privacy Practices in which such material change is reflected.
8. Upon revision, the new versions of the Notice of Privacy Practices will be posted and used for distribution. It is not necessary to redistribute the Notices of Privacy Practices to Individuals who have received an older version.

D. Electronic Notice.

1. The City of Sheboygan may provide the Notice of Privacy Practices to an Individual by email, if the Individual agrees to such electronic notice and such agreement has not been withdrawn.
2. If the City of Sheboygan knows that the email transmission has failed, a paper copy of the Notice of Privacy Practices will be provided.

- 3. If the first service delivery to an Individual is delivered electronically, the City of Sheboygan shall provide the Notice of Privacy Practices automatically and contemporaneously in response to the Individual’s first request for service.

- E. **Workforce Responsibility.** All employees and Business Associates of the City of Sheboygan will treat an Individual’s Protected Health Information consistent with the requirements of the Notice of Privacy Practices.

- F. **Documentation.** The City of Sheboygan shall maintain its Notices of Privacy Practices and good faith efforts to obtain the Receipt of Notice of Privacy Practices Written Acknowledgement Form or documentation of refusal consistent with the Retention of HIPAA Documentation Policy and Procedure.

- G. **Sanctions for Non-Compliance.** Workforce members who violate this Manual may be subject to disciplinary action for misconduct and/or performance based on the City of Sheboygan’s Sanction and Discipline Policy and Procedure.

References	45 C.F.R. § 164.520 – Notice of Privacy Practices for PHI Uses and Disclosures of PHI for Fundraising Policy and Procedure Retention of HIPAA Documentation Policy and Procedure Sanction and Discipline Policy and Procedure
Attachments	Notice of Privacy Practices Receipt of Notice of Privacy Practices Written Acknowledgement Form
Responsible Senior Leader	City Administrator
Effective Date	November 4, 2024
Review Dates	November 1st of even years
Revisions	

XII. SPECIAL COMMUNICATION REQUIREMENTS

1. PURPOSE

To establish the City of Sheboygan's policy and identify procedures for special communications required to provide convenience for Individuals while preserving the privacy of PHI.

2. DEFINITIONS

Capitalized terms used but not defined in this Policy shall have the meaning set forth in the City of Sheboygan's HIPAA Policies and Procedures Manual Glossary.

3. POLICY

The City of Sheboygan will permit Individuals to request to receive communication of PHI by alternative means or at alternative locations as long as the requests are reasonable.

For example: (1) An Individual may request that the City of Sheboygan contact him or her at work for appointment reminders rather than at home. The City of Sheboygan will honor that request if the Individual provides his or her work contact number; or (2) an Individual may request no voice mail messages, preferring contact only directly or in writing.

4. PROCEDURE

A. Request for Special Communications of PHI.

1. Request in Writing. Individuals may request to receive special communications from the City of Sheboygan. Requests to receive communications of PHI by alternative means or at alternative locations should be made in writing. The request should be in writing on the Request for Special Communications of PHI Form and forwarded to the Privacy Officer and City Administrator for review and processing.
2. Timing of Request. The Individual may request to receive communications of PHI by alternative means or at alternative locations at the time of admission, visit, or at any time during the course of their care.

B. Accommodation of Request for Special Communications of PHI.

1. The City of Sheboygan will accommodate all reasonable requests. The City of Sheboygan determines whether a request is reasonable based on the administrative difficulty of accommodating the request.
2. The City of Sheboygan will not require the Individual to provide a reason for the request. If the Individual does provide a reason, the City of Sheboygan will not deny a request based on whether the City of Sheboygan considers the given reason to be a good reason for making the request.

3. The City of Sheboygan may deny an Individual’s request if the Individual does not specify an alternative address or other method of contact, or the Individual does not provide information as to how payment, if applicable, will be handled.
4. The Individual will be notified of the City of Sheboygan’s decision whether to grant a request for confidential communications.
5. Requests will be honored until revoked unless otherwise specified by the Individual.
6. Upon granting a request, the appropriate Workforce members shall be provided with the communication requirements and are required to adhere to them.

C. **Documentation.** The City of Sheboygan will document the decision and action taken. The City of Sheboygan shall maintain the Request for Special Communications of PHI Form consistent with the Retention of HIPAA Documentation Policy and Procedure.

D. **Sanctions for Non-Compliance.** Workforce members who violate this Manual may be subject to disciplinary action for misconduct and/or performance based on The City of Sheboygan’s Sanction and Discipline Policy and Procedure.

References	45 C.F.R. § 164.522 – Confidential Communications Retention of HIPAA Documentation Policy and Procedure Sanction and Discipline Policy and Procedure
Attachments	Request for Special Communications of PHI Form Revocation Form
Responsible Senior Leader	City Administrator
Effective Date	November 4, 2024
Review Dates	November 1st of even years
Revisions	

XIII. DESIGNATED RECORD SETS

1. PURPOSE

To establish the City of Sheboygan's policy and identify procedures for privacy requirements and criteria for identifying categories of records that will become an Individual's Designated Record Set.

2. DEFINITIONS

Capitalized terms used but not defined in this Policy shall have the meaning set forth in the City of Sheboygan's HIPAA Policies and Procedures Manual Glossary.

3. POLICY

Individuals have a right to inspect, amend, and obtain copies of PHI that is contained in a Designated Record Set. The City of Sheboygan defines the Designated Record Set and maintains all PHI in the Designated Record Set in accordance with HIPAA.

4. PROCEDURE

A. Defining the Designated Record Set.

1. The Designated Record Set includes medical and billing records and other records that are used in whole or in part by the City of Sheboygan to make decisions about Individuals. This includes records that are used to make decisions about Individuals, whether or not the records have been used to make a decision about the particular Individual requesting access. This includes both paper and electronic records and systems.
2. External records are those records that were not created by or originated at the City of Sheboygan (e.g., records (notes, reports) Individuals bring from a non-City of Sheboygan provider). If external records are used to make health care decisions about an Individual, then those records are part of the Designated Record Set.
3. Examples of records included in the Designated Record Set:
 - a. History and physical examinations and reports
 - b. Progress notes
 - c. Vital signs
 - d. Psychiatric assessments and evaluations
 - e. Photographs or videos
 - f. Authorizations and consents (including research consents)
 - g. Billing records
 - h. Other records used to make health care decisions about individuals (e.g., other diagnostic tests and results, interpretative reports)

4. Records contained in an electronic medical record will be presumed to be available for Use in making decisions about an Individual, and therefore included in the Designated Record Set.
 5. Records that otherwise meet the definition of Designated Record Set but are held by the City of Sheboygan Business Associate are also part of the Designated Record Set.
- B. Maintaining the Designated Record Set.** The City of Sheboygan shall maintain an Individual's Designated Records Set in compliance with the HIPAA Rules.
- C. Excluded from the Designated Record Set.** The following records are excluded from the City of Sheboygan's Designated Record Set and the Individual does not have a right to access these records for any purpose:
1. Personal notes and observations about the Individual created by health care providers provided that such notes are not included in the health record
 2. PHI that is compiled in reasonable anticipation of, or for use in a civil, criminal or administrative action or proceeding
 3. Quality assessment records
 4. Credentialing records
 5. Peer review files
 6. Incident reports
 7. Internal grievance reports
 8. Information contained in employee records
 9. Information contained in the servers of a health information exchange in which the City of Sheboygan participates that has not been integrated into a Designated Record Set
 10. Financial reports used for Health Care Operations
 11. Coding queries
 12. Internal compliance reports and audits
 13. Administrative records
 14. Attorney-client privileged records, or any other record that is subject to privilege under state and/or federal law
 15. Public health records and statistical data
 16. Temporary notes or worksheets
 17. Research records that are not Used or are not available (to the treating provider) to make health care decisions about an Individual
 18. Any other record that is not used to make a health care decision about the Individual
- D. Documentation.** The City of Sheboygan shall maintain the Designated Record Set consistent with the Retention of HIPAA Documentation Policy and Procedure.
- E. Sanctions for Non-Compliance.** Workforce members who violate this Manual may be subject to disciplinary action for misconduct and/or performance based on the City of Sheboygan's Sanction and Discipline Policy and Procedure.

References	45 C.F.R. § 164.501 – Designated record set definition 45 C.F.R. § 164.524(a) – Access to Protected Health Information 45 C.F.R. § 164.526(a) – Right to Amend Retention of HIPAA Documentation Policy and Procedure Sanction and Discipline Policy and Procedure
Attachments	N/A
Responsible Senior Leader	City Administrator
Effective Date	November 4, 2024
Review Dates	November 1st of even years
Revisions	

XIV. INDIVIDUAL'S RIGHT TO ACCESS PHI

1. PURPOSE

To provide a consistent process to honor an Individual's right to inspect and access his/her PHI.

2. DEFINITIONS

Capitalized terms used but not defined in this Policy shall have the meaning set forth in the City of Sheboygan's HIPAA Policies and Procedures Manual Glossary.

3. POLICY

- A. **Right to Access PHI.** The City of Sheboygan will provide Individuals, upon request, with access to the PHI about the Individual in a Designated Record Set maintained by or for the City of Sheboygan. This includes the right to inspect or obtain a copy (or both) of the PHI as well as to direct the City of Sheboygan to transmit a copy to a designated person or entity of the Individual's choice. The City of Sheboygan will provide Individuals with access to this PHI for as long as the PHI is maintained by or for the City of Sheboygan regardless of the date the PHI was created, whether the PHI is maintained in paper or electronic systems onsite, remotely, or archived, or where the PHI originated.

The City of Sheboygan will not impose unreasonable measures on an Individual requesting access that serve as barriers to or unreasonably delay the Individual from obtaining access. For example, the City of Sheboygan will not require an Individual (i) who wants a copy of his/her record mailed to her home address to physically come to the City of Sheboygan's office to request access and provide proof of identity in person; (ii) to use a web portal for requesting access; or (iii) to mail an access request.

- B. **No Right of Access to PHI.** An Individual does not have a right to inspect and copy the following information:
1. Information compiled in reasonable anticipation of, or for use in, a civil, criminal, or administrative action or proceeding.
 2. PHI maintained by the City of Sheboygan that is subject to the Clinical Laboratory Improvements Amendments of 1988, 42 U.S.C. § 263a ("CLIA"), or exempt from CLIA pursuant to 42 C.F.R. § 493.3. In other words, PHI generated by:
 - a. Facilities or facility components that perform testing for forensic purposes.
 - b. Research laboratories that test human specimens but do not report Individual-specific results for diagnosis, prevention, Treatment, or the assessment of the health of Individuals.

- c. Laboratories certified by the National Institutes on Drug Abuse (“NIDA”) in which drug testing is performed that meets NIDA guidelines and regulations.

4. PROCEDURE

- A. **Requests for Access.** The City of Sheboygan requires Individuals to request access in writing. The City of Sheboygan offers Individuals the Request for Access to Own PHI Form, as the City of Sheboygan has determined that use of this form does not create a barrier to or unreasonably delay the Individual from obtaining access to PHI. However, the Individual may forgo the City of Sheboygan’s Request for Access to Own PHI Form as long as the Individual’s written request provides the information minimally necessary for the City of Sheboygan to understand the request, verify the Individual’s identity, and review/respond to the request.
- B. **Processing an Individual’s Request for Access to PHI.** The City of Sheboygan will determine the accessibility of the PHI based on the criteria included in this Policy and Procedure, state and federal laws, and the availability of PHI.
 - 1. Timing of Review. The City of Sheboygan will take action as soon as possible and within thirty (30) days after receipt of the request with one 30-day extension permitted as needed to respond. The City of Sheboygan may need up to sixty (60) days to respond when the PHI is off-site. The City of Sheboygan will provide the Individual with a written statement of the reasons for the delay and the date by which the access request will be processed.
 - 2. Verification. The City of Sheboygan will take reasonable steps to verify the identity of the Individual making a request for access, but the verification processes and measures will not create barriers to or unreasonably delay the Individual from obtaining access to his/her PHI.
 - 3. Personal Representatives. An Individual’s Personal Representative has the right to access PHI about the Individual in a Designated Record Set (as well as direct the City of Sheboygan to transmit a copy of the PHI to a third party of the Individual’s choice) consistent with the HIPAA Rules and this Policy and Procedure.
 - 4. Individual Right to Direct PHI to Another Person. An Individual has the right to direct the City of Sheboygan to transmit PHI about the Individual directly to a third party of the Individual’s choice. The Individual’s request to direct the PHI to another person must be in writing, signed by the Individual, and clearly identify the designated person and where to send the PHI. The same requirements for providing the PHI to the Individual, such as the fee limitations and requirements for providing the PHI in the form and format and manner requested by the Individual, apply when an Individual directs that the PHI be sent to another person. However, these Individual-initiated requests are processed differently than requests

received from third parties accompanied by an authorization signed by the Individual, which do not have the same fee limitations and requirements for providing the PHI.

- C. **Granting Access.** The Individual will be allowed to access the PHI in the form requested by the Individual if the PHI is readily producible in that form. If not, it will be provided in a form agreed upon by both the City of Sheboygan and the Individual.
1. Where an Individual requests an electronic copy of PHI that the City of Sheboygan maintains only in paper, the City of Sheboygan will provide the Individual with an electronic copy if it is readily producible electronically and in the electronic format requested if readily producible in that format, or if not, in a readable alternative electronic format or hard copy format agreed to by the City of Sheboygan and the Individual.
 2. Where an Individual requests an electronic copy of PHI that the City of Sheboygan maintains electronically, the City of Sheboygan will provide the Individual with access to the PHI in the requested electronic form and format, if readily producible. When the PHI is not readily producible in the electronic form and format requested, the City of Sheboygan will provide access to an agreed upon alternative readable electronic format.
 3. Whether a particular mode of transmission or transfer is readily producible will be based on the City of Sheboygan's capabilities and the level of security risk that the mode of transmission or transfer may introduce to the PHI on the City of Sheboygan's systems (as opposed to security risks to the PHI once it has left the systems). The City of Sheboygan will not tolerate unacceptable levels of risk to the security of the PHI on its systems in responding to requests for access; whether the Individual's requested mode of transfer or transmission presents such an unacceptable level of risk will depend on the City of Sheboygan's Security Rule risk analysis. The City of Sheboygan does have the capability to transmit PHI by mail or email (except in the limited case where email cannot accommodate the file size of the requested files).
 4. The City of Sheboygan may provide the Individual with a summary or explanation of the requested PHI if the Individual agrees in advance to the summary or explanation and agrees to any fees charged for creating the summary or explanation.
 5. The Individual may make an appointment during normal business hours to inspect or obtain a copy of the PHI, or the City of Sheboygan will mail a copy at the Individual's request. The City Administrator or designee may need to discuss the scope, format, or other issues related to the request with the Individual to help provide access to the correct information.

6. The City of Sheboygan may charge a reasonable, cost-based fee for copying, postage, and preparation of a summary or explanation. The fee will include only the cost of:
 - a. Labor for copying the PHI requested by the Individual, whether in paper or electronic form;
 - b. Supplies for creating the paper copy or electronic media (e.g., CD or USB drive) if the Individual requests that the electronic copy be provided on portable media;
 - c. Postage, when the Individual requests that the copy, or the summary or explanation, be mailed; and
 - d. Preparation of an explanation or summary of the PHI, if agreed to by the Individual.

The fee will not include costs associated with verification; documentation; searching for and retrieving the PHI; maintaining systems; recouping capital for data access, storage, or infrastructure; or other costs not listed above even if such costs are authorized by state law.

7. The City of Sheboygan will provide the PHI, costs, and summary or explanation if applicable, on the Grant of Request for Access to Own PHI Form.
8. If the Individual feels the PHI is inaccurate, the Individual may request to amend the PHI, consistent with the Amendment of PHI Policy and Procedure.

D. Denying Access.

1. If The City of Sheboygan denies access, in whole or in part, to the PHI, the Individual will be given: a written denial on the Denial of Request for Access to Own PHI Form explaining why the City of Sheboygan denied access and stating how the Individual can have this denial reviewed, access to any other PHI requested (after excluding the PHI to which access is denied), and information pertaining to the City of Sheboygan's privacy and PHI complaint process.
2. If The City of Sheboygan does not maintain the PHI that was requested by the Individual and the City of Sheboygan knows where the information is kept, the City of Sheboygan will inform the Individual where to seek the information.
3. If access is denied on grounds permitted under HIPAA, the Individual has the right to have the denial reviewed as set forth in this Policy and Procedure.

E. **Denials Not Subject to Further Review.** The City of Sheboygan may deny an Individual access to his or her PHI without providing the Individual an opportunity for review of the decision when the reason for the denial is any of the following:

1. The information requested is the type of information listed in the three exceptions stated above.
2. The City of Sheboygan is acting under direction of a correctional institution and access to the information would jeopardize the health, safety, security, custody, or rehabilitation of the Individual who is an inmate or of other inmates, the safety of any officer, employee, or other person at the correctional institution, or any person responsible for transporting the Individual who is an inmate.
3. The Individual is taking part in certain Research studies and has temporarily waived this right for the duration of the Research study.
4. The PHI is contained in records that are subject to the Privacy Act, 5 U.S.C. § 522a (i.e., certain records under the control of a federal agency, which may be maintained by a federal agency or a contractor to a federal agency).
5. The PHI was obtained from someone other than the City of Sheboygan under a promise of confidentiality and the access requested would be reasonably likely to reveal the source of the information.

F. **Denials Subject to Further Review.**

1. Individuals may have denials of access reviewed when the reason for denial is any of the following:
 - a. A licensed health care professional has determined, in exercising professional judgment, that the access requested is reasonably likely to endanger the life or physical safety of the Individual or another person.
 - b. The PHI makes reference to another person (unless the other person is a health care provider) and a licensed health care professional has determined, in exercising professional judgment, that the access requested is reasonably likely to cause substantial harm to the other person.
 - c. The request for access is made by the Individual's Personal Representative, and a licensed health care professional has determined, in exercising professional judgment, that the provision of access to the Personal Representative is reasonably likely to cause substantial harm to the Individual or another person.
2. If access is denied for any of these reasons, the Individual must initiate a written request to have the denial reviewed by a licensed health care

professional who is designed by the HIPAA Privacy Officer or designee to act as a reviewing official and who did not participate in the original decision to deny access, who will make the determination within a reasonable period of time. The City of Sheboygan will promptly provide written notice to the Individual of the determination of the reviewing professional.

- G. **Documentation.** The City of Sheboygan shall maintain an Individual’s Request for Access to Own PHI, Grant of Request for Access to Own PHI, Denial of Request for Access to Own PHI, written requests for review of denials, and any other records resulting from an Individual’s request for access to his or her own PHI consistent with the Retention of HIPAA Documentation Policy and Procedure.

- H. **Sanctions for Non-Compliance.** Workforce members who violate this Manual may be subject to disciplinary action for misconduct and/or performance based on the City of Sheboygan’s Sanction and Discipline Policy and Procedure.

References	45 C.F.R. § 164.524 – Access of individuals to protected health information 45 C.F.R. § 164.501 – Designated record set definition Amendment of PHI Policy and Procedure Risk Analysis and Risk Management Policy and Procedure Retention of HIPAA Documentation Policy and Procedure Sanction and Discipline Policy and Procedure
Attachments	Request for Access to Own PHI Grant of Request for Access to Own PHI Denial of Request for Access to Own PHI
Responsible Senior Leader	City Administrator
Effective Date	November 4, 2024
Review Dates	November 1st of even years
Revisions	

XV. AMENDMENT OF PHI

1. PURPOSE

This Policy establishes the City of Sheboygan's policy and outlines procedures for reviewing and processing requests for amendments to PHI.

2. DEFINITIONS

Capitalized terms used but not defined in this Policy shall have the meaning set forth in the City of Sheboygan's HIPAA Policies and Procedures Manual Glossary.

3. POLICY

The City of Sheboygan honors Individuals' rights to request an amendment or correction to PHI for as long as that information is maintained in a Designated Record Set for or on behalf of the City of Sheboygan.

4. PROCEDURE

A. Requests for Amendment of PHI.

1. Written Request. All requests for amendments to PHI must be submitted to the Security Officer in writing. The City of Sheboygan offers the Request for Amendment of PHI Form, but the City of Sheboygan will honor all requests that clearly identify the PHI to be amended as well as the reasons for the amendment.
2. Time Frame for Acting Upon Request for Amendments. The City of Sheboygan will act upon the Individual's request for an amendment no later than sixty (60) days after receipt of such request. If the City of Sheboygan is unable to act upon the request within the 60-day period, the Individual will be provided with a written notice of the reasons for the delay and the date by which the City of Sheboygan will complete such action. In no case will such extension extend beyond thirty (30) days. Notwithstanding the foregoing, however, if the request for amendment is for "treatment records" created under Wis. Stat. § 51.30, the City of Sheboygan must act on the request no later than 30 days (without any available extensions).

B. Processing of Request for Amendment of PHI.

1. Reasons for Denials of Amendment Requests. Requests may be denied if the PHI requested for amendment:
 - a. Was not created by the City of Sheboygan, unless the originator is no longer available to act on the request;
 - b. Is not part of the Designated Record Set;

- c. Is not accessible to the Individual because federal and state law does not permit it; or
 - d. Is accurate and complete as determined by the City of Sheboygan upon review.
2. Denial of Amendment Requests. If the City of Sheboygan denies a requested amendment, completely or in part, the City of Sheboygan will:
- a. Notify the Individual in writing using the Denial of Amendment of PHI Request Form about the denial to make an amendment to his/her PHI. Denial will include the following information:
 - i. The reason(s) for the denial.
 - ii. The notice must describe the Individual’s right to submit a written statement disagreeing with the denial and how the Individual may file such a statement.
 - iii. A statement notifying the Individual that, if the Individual does not submit a statement of disagreement, the Individual may request that the City of Sheboygan provide the request for amendment and the denial with any future disclosures of the PHI.
 - iv. If the Individual submits a “statement of disagreement,” the City of Sheboygan may prepare a written rebuttal statement to the Individual’s statement of disagreement. The statement of disagreement will be appended to the PHI or, at the City of Sheboygan’s option, a summary of the disagreement will be appended, along with the rebuttal statement of the City of Sheboygan.
 - v. Information relative to how the Individual may file a complaint with the HIPAA Privacy Officer or to the Secretary.
 - b. The notice to the Individual must include the name, title, and telephone number of the contact person or office designated to receive complaints.
3. Acceptance of Amendment Requests. If the request is granted, the City of Sheboygan will:
- a. Insert the amendment or provide a link within the Designated Record Set to the amendment at the site of the information that is the subject of the request for amendment;

- b. Inform the Individual that the amendment is accepted using the Grant of Amendment of PHI Request Form;
 - c. Obtain the Individual’s identification of an agreement to have the City of Sheboygan notify the relevant persons with whom the amendment needs to be shared; and
 - d. Within a reasonable time frame, make reasonable efforts to provide the amendment to persons identified by the Individual, and persons, including Business Associates, that the City of Sheboygan knows have the PHI that is the subject of the amendment and that may have relied on or could foreseeably rely on the information to the detriment of the Individual.
- C. **Documentation.** the City of Sheboygan shall maintain an Individual’s Request for Amendment of PHI, Grant of Request for Amendment of PHI, Denial of Request for Amendment of PHI, written requests for review of denials, and any other records resulting from an Individual’s request for amendment of PHI consistent with the Retention of HIPAA Documentation Policy and Procedure.
- D. **Sanctions for Non-Compliance.** Workforce members who violate this Manual may be subject to disciplinary action for misconduct and/or performance based on the City of Sheboygan’s Sanction and Discipline Policy and Procedure.

References	45 C.F.R. § 164.526 – Amendment of protected health information
Attachments	Request for Amendment of PHI Grant of Amendment of PHI Denial of Amendment of PHI Retention of HIPAA Documentation Policy and Procedure Sanction and Discipline Policy and Procedure
Responsible Senior Leader	City Administrator
Effective Date	November 4, 2024
Review Dates	November 1st of even years
Revisions	

XVI. ACCOUNTING OF DISCLOSURES OF PHI

1. PURPOSE

To establish the City of Sheboygan's practice of maintaining an accounting of Disclosures of an Individual's PHI and outline how an Individual requests an accounting of Disclosures of his or her PHI, what information the City of Sheboygan provides, and how/when it is delivered to the Individual.

2. DEFINITIONS

Capitalized terms used but not defined in this Policy shall have the meaning set forth in the City of Sheboygan's HIPAA Policies and Procedures Manual Glossary.

3. POLICY

The City of Sheboygan will maintain an accounting of Disclosures of PHI for each Individual in the form of the Accounting of Disclosures Log and provide an Individual with the right to receive an accounting of Disclosures of PHI as Required by Law.

4. PROCEDURE

- A. **Requesting an Accounting of Disclosures.** An Individual may request an accounting of Disclosures of his/her PHI made by the City of Sheboygan, including any Business Associate on behalf the City of Sheboygan, during a specified time period of up to six (6) years prior to the date of the request of an accounting. Requests for an accounting of Disclosures should be directed to City Administrator, who shall be responsible for processing requests.
- B. **Time Frame for Providing Accounting of Disclosures Data on Request.** An Individual's request for an accounting of Disclosures must be provided to the Individual or representative within 60 days of such request. If unable to provide the accounting within the 60-day time frame, a one-time 30-day extension may be provided if:
1. The Individual is notified in writing of the delay;
 2. The notice includes the reason(s) why the delay is necessary; and
 3. The notice includes the date by which the accounting will be provided.
- C. **Cost of Providing an Accounting.** The City of Sheboygan will provide the first accounting in any 12-month period to an Individual without charge and may impose a reasonable, cost-based fee for each subsequent request for an accounting by the same Individual within the 12-month period, provided that the City of Sheboygan informs the Individual in advance of the fee and provides the Individual with an opportunity to withdraw or modify the request for a subsequent accounting in order to avoid or reduce the fee.

D. Maintaining an Accounting of Disclosures.

1. Tracking Disclosures. Disclosures must be tracked by the City of Sheboygan for purposes of an accounting except for the following Disclosures:
 - a. To carry out Treatment, Payment, or Health Care Operations, as permitted under the HIPAA Rules.
 - b. To the Individual about his/her own PHI.
 - c. To persons involved in the Individual's care.
 - d. As part of a Limited Data Set under a Data Use Agreement.
 - e. For national security purposes.
 - f. Pursuant to the Individual's authorization.
 - g. To law enforcement or correctional institutions as provided under state law.
 - h. To federal/health department officials as permitted under current law.

 2. Time Frame for Accounting Reports. The accounting record must include Disclosures of PHI that occurred during the six years prior to the date of such request, including Disclosures made by or to any of the City of Sheboygan's Business Associates.

 3. Accounting Records Content. The content of the written accounting of Disclosures record must contain, at a minimum, the following information:
 - a. Date of the Disclosure.
 - b. Name of the entity or Individual who received the PHI.
 - c. The address of the person receiving the PHI (if known).
 - d. A brief description of the PHI Disclosed.
 - e. A brief statement of the purpose of the Disclosure or a copy of the Individual's authorization or the request for the Disclosure.
- E. Multiple Disclosures.** If, during the time period for the accounting, multiple Disclosures have been made to the same entity or Individual for a single purpose, or pursuant to a single authorization, the accounting may provide the information as set forth in Section 4.D.3 of this Policy and Procedure for the first Disclosure, and then summarize the frequency and number of Disclosures made during the accounting period and the date of the last Disclosure during the accounting period.

F. **Suspension of Right to an Accounting.** The City of Sheboygan will temporarily suspend an Individual's right to receive an accounting of Disclosures to a health oversight agency or law enforcement official, for the time specified by such agency or official, if such agency or official provides the City of Sheboygan with a written statement that:

1. Such an accounting to the Individual would be reasonably likely to impede the agency's activities, and
2. Specifying the time for which such a suspension is required.

Such requests made orally must be documented, including the identity of the agency or official making the request, and are limited to 30 days unless or until a written statement is provided.

G. **Log of Disclosures.** The City of Sheboygan will keep a log of all Disclosures required above which will include all necessary information in the form of the Accounting of Disclosures Log. The City of Sheboygan shall maintain the Accounting of Disclosures Log and Request for Accounting of Disclosures of PHI consistent with the Retention of HIPAA Documentation Policy and Procedure.

H. **Sanctions for Non-Compliance.** Workforce members who violate this Manual may be subject to disciplinary action for misconduct and/or performance based on the City of Sheboygan’s Sanction and Discipline Policy and Procedure.

References	45 C.F.R. § 164.528 – Accounting of disclosures of protected health information Retention of HIPAA Documentation Policy and Procedure Sanction and Discipline Policy and Procedure
Attachments	Request for Accounting of Disclosures of PHI Accounting of Disclosures Log
Responsible Senior Leader	City Administrator
Effective Date	November 4, 2024
Review Dates	November 1st of even years
Revisions	

XVII. INDIVIDUAL'S RIGHT TO REQUEST RESTRICTIONS ON CERTAIN USES AND DISCLOSURES OF PHI

1. PURPOSE

To establish the City of Sheboygan's practice of responding to Individuals' requests for restrictions on certain Uses and Disclosures of PHI.

2. DEFINITIONS

Capitalized terms used but not defined in this Policy shall have the meaning set forth in the City of Sheboygan's HIPAA Policies and Procedures Manual Glossary.

3. POLICY

A. **Individual Request for Restrictions on Use and Disclosures of PHI.** The City of Sheboygan will take appropriate steps to protect and restrict the PHI created, received, maintained, and transmitted by the City of Sheboygan. An Individual may request certain additional restrictions on how the City of Sheboygan archives or manages his/her PHI. The City of Sheboygan may agree to such requested restrictions if it believes the restriction will not limit its ability to provide quality health care Treatment, obtain Payment, or manage its Health Care Operations, and if its information systems and procedures will permit it to comply consistently with the requested restrictions.

B. **Granting Restriction Requests.** Except as otherwise Required by Law, the City of Sheboygan will agree to restriction requests related to Disclosures of PHI to a Health Plan when such Disclosures are for the purpose of carrying out Payment or Health Care Operations and the PHI pertains only to health care for which the costs have been paid out-of-pocket in full (by the Individual or on the Individual's behalf).

4. PROCEDURE

A. **Right to Request Restrictions on Use and Disclosure of PHI.** An Individual has the right to request restrictions on Uses and Disclosures of his/her PHI using the Request for Restriction on Certain Uses and Disclosures of PHI Form. The City of Sheboygan is not required to agree to all requested restrictions.

B. **Acceptance of Request for Restrictions.** The City of Sheboygan will accept restrictions requested by an Individual when the City of Sheboygan:

1. Has been paid out-of-pocket in full for the health care items or services related to the restriction, and
 - a. the requested restriction is limited to Disclosures to a Health Plan for the purposes of carrying out Payment or Health Care Operations related to that health care item or service;

- b. the requested restriction is limited to Disclosures of PHI solely related to that health care item or service; and
 - c. the requested restriction is not for a service covered by Medicare or Medicaid or Workers' Compensation.
 - 2. Has the administrative, physical, and technical capability of complying with the restriction, and
 - a. finds that Individual care will not be detrimentally affected; and
 - b. has assurance that the Individual's financial obligations will be met, if applicable, and believes that the Individual is in danger or is a public figure whose identity at the City of Sheboygan could be disruptive.
- C. **Termination of Restrictions.** If The City of Sheboygan agrees to a restriction, it will not Use or Disclose PHI in violation of the restriction. The City of Sheboygan may terminate its agreement to a restriction if:
 - 1. The Individual agrees to or requests the termination in writing.
 - 2. The Individual orally agrees to the termination and the oral agreement is documented.
 - 3. The City of Sheboygan informs the Individual of the termination, in which case the termination will only be effective for PHI created or received after the Individual is so informed.
- D. **When Restrictions Will Not Prevent Use or Disclosures.** A restriction will not be effective to prevent Use or Disclosures: (1) that are necessary to provide the Individual with emergency Treatment; (2) to the Secretary for purposes of determining compliance with HIPAA; (3) for a facility directory, unless the Individual opts out of the directory listing; or (4) for which an authorization, or the opportunity to agree or object, is not required.
- E. **Documentation.** The City of Sheboygan shall maintain an Individual's Request for Restriction on Certain Uses and Disclosures of PHI Form and the City of Sheboygan's Response to Request for Restriction on Certain Uses and Disclosures Form consistent with the Retention of HIPAA Documentation Policy and Procedure.
- F. **Sanctions for Non-Compliance.** Workforce members who violate this Manual may be subject to disciplinary action for misconduct and/or performance based on the City of Sheboygan's Sanction and Discipline Policy and Procedure.

References	45 C.F.R. § 164.522(a) – Right of an individual to request restriction of uses and disclosures Sanction and Discipline Policy and Procedure
Attachments	Request for Restriction on Certain Uses and Disclosures of PHI Form Response to Request for Restriction on Certain Uses and Disclosures of PHI Form Revocation Form
Responsible Senior Leader	City Administrator
Effective Date	November 4, 2024
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**THE CITY OF SHEBOYGAN
HIPAA POLICIES AND PROCEDURES MANUAL**

**VOLUME 3:
SECURITY POLICIES AND PROCEDURES**

ADOPTED: _____

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AGREEMENT

I. RISK ANALYSIS AND RISK MANAGEMENT

1. PURPOSE

To establish the information security risk management process for The City of Sheboygan. The risk management process is intended to support and protect The City of Sheboygan and its ability to fulfill its mission and effectively and consistently protect The City of Sheboygan's information assets. To help ensure that adequate Administrative Safeguards, Physical Safeguards, and Technical Safeguards are in place for The City of Sheboygan's ePHI.

2. POLICY

- A.** It is the policy of The City of Sheboygan to conduct risk analyses of the potential threats and vulnerabilities to the Confidentiality, Integrity, and Availability of ePHI and to develop strategies to efficiently and effectively mitigate the risks identified in the assessment process as an integral part of The City of Sheboygan's information security program.
- B.** Risk analysis and risk management are recognized as important parts of The City of Sheboygan's security compliance program. At a minimum, they are completed in accordance with the risk analysis and risk management requirements in the Security Rule, which include evaluations in response to environmental or operational changes affecting the security of ePHI (e.g., identification of new security risks, adoption of new technology affecting ePHI).
 - 1. To the extent possible, risk analyses are done throughout system life cycles, before the purchase or integration of new technologies and prior to changes made to Physical Safeguards, while integrating technology and making physical security changes, and into sustainment and monitoring of appropriate security controls.
 - 2. Information system technologies affecting ePHI are not deployed unless the technology is widely used and generally accepted as stable, reliable, and fit for its intended purpose. Exceptions are made only if purchase commitments are preceded by both a risk analysis, as set forth in the procedures below, and the approval of the Security Officer.
 - 3. The City of Sheboygan performs periodic technical and non-technical assessments of the Security Rule requirements in response to environmental or operational changes affecting the security of ePHI.
- C.** Risk is managed through the implementation of security controls that are dictated based on the level of sensitivity and/or value the information assets provide to the business as well as the level of risk to which those assets are subject:

Level	Classification	Description
3	Restricted	The highest level requiring the maximum-security controls. Release of such information would cause exceptionally grave damage to The City of Sheboygan (e.g., PHI).
2	Sensitive	Release of such information would cause undesirable effects to The City of Sheboygan, but would not materially impact The City of Sheboygan's financials or business performance (e.g., policies).
1	Unclassified	Such information cannot be labeled with any of the above classifications and is generally available for public disclosure (e.g., job postings).

(See Information Classification Questionnaire Exhibit.)

To the extent possible, The City of Sheboygan implements security measures sufficient to reduce risks and vulnerabilities to a reasonable and appropriate level to:

1. Ensure the Confidentiality, Integrity, and Availability of The City of Sheboygan's ePHI.
 2. Protect against reasonably foreseeable or anticipated threats or hazards to the security or Integrity of this information.
 3. Protect against any reasonably anticipated Uses or Disclosures of ePHI that are not permitted or required by HIPAA or HITECH.
 4. Ensure compliance by Workforce members.
- D.** Any remaining (residual) risk after other risk controls have been applied requires sign off by the Security Officer.
- E.** All Workforce members are expected to fully cooperate with all persons charged with doing risk management work.

3. PROCEDURE

- A. Oversight.** The Security Officer or his/ her designee oversees the security risk analysis and risk management process, in coordination with the City Administrator.
- B. Risk Analysis.** The intent of completing a risk analysis is to determine potential threats and vulnerabilities and the likelihood and impact should they occur. The following steps are utilized to conduct a full risk analysis, unless a contractor/consulting organization is hired that utilizes a different and acceptable risk analysis approach. (See System Build/Change Control Policy and Procedure.) The output of this process helps to identify appropriate controls for reducing or eliminating risk.

1. Step 1. System Characterization.
 - a. Identify where ePHI is created, received, maintained, processed, and transmitted. Consider policies, laws, remote workforce and telecommuters, movable media and mobile devices (*e.g.*, computers, laptops, removable media, and backup media).
 - b. When changing, purchasing, or otherwise introducing new applications or technologies into the production environment:
 - i. *See* System Build/Change Control Policy and Procedure.
 - ii. Document the classification of the highest data criticality/data sensitivity level.
2. Step 2. Threat Identification. Identify and document potential threats (the potential for threat sources to successfully exercise a particular vulnerability). (*See* HIPAA Security Threat Source List.)
3. Step 3. Vulnerability Identification. Develop a list of technical and non-technical system vulnerabilities (flaws or weaknesses) that could be exploited or triggered by the potential threat sources. This step may include testing systems, penetration testing, etc. (Vulnerability assessments are completed as described in System Build/Change Control Policy and Procedure).
4. Step 4. Control Analysis. Document technical and non-technical controls (policies, procedures, physical security measures (*e.g.*, complete a physical walkthrough on The City of Sheboygan's data processing areas, locations containing infrastructure systems, Workstations, and other areas that contain restricted information), training, technical mechanisms and functionalities, insurance, etc.) that have been or will be implemented by The City of Sheboygan to minimize or eliminate the likelihood (or probability) of a threat source exploiting a vulnerability and reduce the impact of such an adverse event.
5. Step 5. Likelihood Determination. Determine the overall likelihood rating that indicates the probability that a vulnerability could be exploited by a threat source given the existing or planned security controls. Utilize a scoring mechanism, such as one in NIST Special Publication 800-30 – Guide for Conducting Risk Assessments; low (.1), medium (.5), or high (1). (*See* Risk Likelihood, Impact & Level Definitions – NIST SP 800-30.)
6. Step 6. Impact Analysis. Determine the level of adverse impact that would result from a threat source successfully exploiting a vulnerability. Factors to consider should include the importance to The City of Sheboygan's mission; sensitivity and criticality of the ePHI (value or importance); costs associated; and loss of Confidentiality, Integrity, and Availability of systems and data. Utilize a magnitude of impact rating, such as one in NIST

Special Publication 800-30 – Guide for Conducting Risk Assessments; low (10), medium (50), or high (100). (See Risk Likelihood, Impact & Level Definitions – NIST SP 800-30.)

7. Step 7. Risk Determination. Calculate a risk level. (Multiply the NIST SP 800-30 likelihood rating by the impact rating; Risk level of low (1-10), medium (>10-50) or high (>50-100).) This represents the degree or level of risk to which an IT system, facility, or procedure might be exposed if a given vulnerability were exercised.
8. Step 8. Control Recommendations. Identify controls that could reduce or eliminate the identified risks to an acceptable level, as appropriate to The City of Sheboygan’s operations. Factors to consider may include level of sensitivity and/or value of the information assets, level of risk to which assets are subject, effectiveness of recommended options (i.e., system compatibility), legislation and regulation, organizational policy, operational impact, and safety and reliability. Control recommendations provide input to the risk mitigation process, during which the recommended procedural and technical security controls are evaluated, prioritized, and implemented.
9. Step 9. Results Determination.
 - a. Document results of the risk analysis, such as in a risk summary and risk mitigation implementation plan.
 - b. Obtain written approval from the City Administrator (or designee) for decisions on policy, procedure, budget, system operational and management changes, as well as acceptance of remaining risk for systems that create, receive, maintain, transmit, or otherwise impact (i) restricted information or affect security controls or authentication systems, or (ii) sensitive and non-sensitive information.

- C. Risk Mitigation.** Risk mitigation involves prioritizing, evaluating, and implementing the appropriate risk-reducing controls recommended from the risk analysis process to ensure the Confidentiality, Integrity and Availability of ePHI. Determination of appropriate controls to reduce risk is dependent upon the risk tolerance of The City of Sheboygan, consistent with its goals and mission. The following steps may be utilized to make determinations of the appropriate controls to put into place. Some of the steps may also be utilized when purchasing, upgrading, or moving ePHI systems and other applications or technologies and as needed to assist in The City of Sheboygan’s risk mitigation efforts.

Step 1. Prioritize Actions. Using results from Step 7 of the risk analysis and after obtaining approvals in Step 9, identify and sort top risks (vulnerability-threat pairs), such as from high to low.

1. Step 2. Evaluate Recommended Control Options. Review the recommended control(s) from Step 8 as well as alternative solutions for reasonableness and appropriateness. The feasibility (e.g., compatibility, User acceptance, etc.) and effectiveness (e.g., degree of protection and level of risk mitigation) of the recommended controls should be analyzed. Select a “most appropriate” control option for each vulnerability-threat pair, and document reasons for not selecting other controls.
2. Step 3. Conduct Cost-Benefit Analysis. Determine the extent to which a control is cost-effective. Compare the benefit (e.g., risk reduction) of applying a control with its subsequent cost of application.
3. Step 4. Select Control(s). Taking into account the information and results from previous steps and any other important criteria, determine the best control(s) for reducing risks to the information systems and to the Confidentiality, Integrity, and Availability of ePHI. These controls may consist of a mix of Administrative Safeguards, Physical Safeguards, and/or Technical Safeguards.
4. Step 5. Assign Responsibility. Identify the individual(s) or team with the skills necessary to implement each of the specific controls outlined in the previous step, and assign their responsibilities. Also identify the equipment, training and other resources (e.g., time, money, etc.) needed for the successful implementation of controls.
5. Step 6. Develop Safeguard Implementation Plan. Develop an overall implementation or action plan and have the Security Officer and City Administrator approve such plan.
6. Step 7. Implement Selected Controls. As controls are implemented, monitor the affected system(s) to verify that the implemented controls continue to meet expectations. Elimination of all risk is not practical. Depending on individual situations, implemented controls may lower a risk level but not completely eliminate the risk.
 - a. Document the date controls are put into place.
 - b. Identify when new risks are identified and when controls lower or offset risk rather than eliminate it.
 - c. If risk reduction expectations are not met, then repeat all or a part of the risk management process so that additional controls needed to lower risk to an acceptable level can be identified.
 - d. Provide regular status reports to the appropriate leader and other key stakeholders as appropriate.

D. Risk Management Schedule. The two principal components of the risk management process (risk analysis and risk mitigation) are carried out according to the following schedule to ensure the continued adequacy and continuous improvement of The City of Sheboygan’s information security program:

1. Scheduled Basis. Conduct an overall risk analysis of The City of Sheboygan’s information system infrastructure and policies and procedures in place to safeguard the Confidentiality, Integrity, and Availability of ePHI at least every five (5) years.
2. Throughout a System’s Development Life Cycle. From the time that a need for a new information system is identified through the time it is disposed of, ongoing assessments of the potential security threats and vulnerabilities to a system are done (e.g., when purchasing, upgrading, changing, or moving ePHI systems). (See System Build/Change Control Policy and Procedure.)
3. As Needed. A full or partial risk analysis in response to environmental or operational changes affecting the security of ePHI may be done (e.g., when experiencing a Security Incident, turnover in key Workforce members/management, or other events that impact how ePHI is stored or transmitted).
4. Risk Mitigation. To the extent possible, selected security controls are put into place as described in the risk mitigation implementation plan or other plan developed during the risk analysis process.

E. Documentation. The City of Sheboygan shall maintain documentation of all risk analyses and risk mitigation efforts, including decisions made on what controls to put into place as well as those to not put into place, consistent with the Retention of HIPAA Documentation Policy and Procedure.

References	45 C.F.R. § 164.308(a)(1)(i) – Security Management Process 45 C.F.R. § 164.308(a)(1)(ii)(A) – Risk Analysis 45 C.F.R. § 164.308(a)(1)(ii)(B) – Risk Management 45 C.F.R. § 164.308(a)(8) – Security Evaluation NIST Special Publication 800-30 – Guide for Conducting Risk Assessments System Build/Change Control Policy and Procedure Retention of HIPAA Documentation Policy and Procedure Sanction and Discipline Policy and Procedure
Attachments	Information Classification Questionnaire HIPAA Security Threat Source List Risk Likelihood, Impact & Level Definitions – NIST Special Publication 800-30 – Guide for Conducting Risk Assessments
Responsible Senior Leaders	Security Officer, City Administrator
Effective Date	November 4, 2024
Review Dates	N/A, to be revised whenever reviewed, even if no changes were made.
Revisions	N/A, to be updated whenever revisions are made, keeping record of <i>all</i> revision dates.

II. SYSTEM BUILD/CHANGE CONTROL

1. PURPOSE

To establish overarching security safeguarding measures to safeguard the Confidentiality, Integrity and Availability of PHI when changing, purchasing, or otherwise introducing new applications or technologies into the production environment, including identifying criteria for validating systems to ensure they are configured securely and performing vulnerability assessments.

2. POLICY

It is the policy of The City of Sheboygan to protect the Confidentiality, Integrity, and Availability of PHI by defining security requirements for controlling additions and other changes to production systems through risk analysis, vulnerability assessments, planning, approval, communication, documentation, and separation of duties.

3. PROCEDURE

- A. System Configuration.** The City of Sheboygan configures all systems according to established and approved standards aligned with industry best practice, The City of Sheboygan's HIPAA Policies and Procedures Manual, and The City of Sheboygan's Information Technology Policy Manual.
- B. File Structures.** Consistent account naming, system naming, and file structures are used that promote User tracking and Access troubleshooting. System administrators must follow the system, User, and file naming conventions established by their Information Technology (IT) Department.
- C. Primary Function.** Only one primary function is implemented per server that stores or transmits PHI, and all unnecessary and insecure services or functions are disabled.
- D. Encryption.** All non-console administrative Access is encrypted.
- E. Baseline Standards.** The City of Sheboygan maintains baseline configuration standards for server, Workstation, and laptops. (See Information Technology Policy Manual.)
- F. Risk Analysis.** The City of Sheboygan performs a risk analysis to identify the risk associated with changes to production information systems. Written approval from the City Administrator is required for identified risks that are mitigated or accepted. (See Risk Analysis and Risk Management Policy and Procedure.)
- G. Separation of Duties.** Changes to software applications that process PHI are promoted to production by a person other than the release builder.

H. Routine Changes. Changes that are well-defined, performed regularly, introduce limited risk, and are pre-approved by the Security Officer require only appropriate notification to execute as routine changes. The City of Sheboygan will maintain documentation of the following:

1. The change plan (as described below);
2. Justification for it being a routine change;
3. Date and time change was made; and
4. Provide documentation to the Security Officer.

I. Emergency Changes.

1. Emergency changes may be made when immediate action is necessary to safeguard the security of PHI. These emergency change plans must be submitted to the Security Officer and other appropriate parties as expeditiously as circumstances allow, before or immediately after the change is made.
2. The Security Officer reviews all emergency changes. Whenever possible, the Security Officer will provide written (paper or e-mail) approval for emergency changes.

J. Change Plan.

1. Applications are tested in a separate test environment.
2. When changing, purchasing, or otherwise introducing new applications or technologies into the production environment, The City of Sheboygan will document it in a change plan (see above for routine and emergency changes). The following is included in the change plan:
 - a. A change schedule, including the times and date of a proposed change, including any downtime that may occur;
 - b. System functions;
 - c. System lead(s);
 - d. Classification of the highest data criticality/data sensitivity level (see Information Classification Questionnaire Exhibit of Risk Analysis and Risk Management Policy and Procedure);
 - e. The scope of the change including any Users, departments, business services, or technical components affected by the change;
 - f. A summary of the technical risk involved in the change;

- g. A list and description of implementation steps for the change;
 - h. A test plan for operational functionality;
 - i. A back-out plan to return to the pre-change state;
 - j. A list of the people involved in performing the change and their roles; and
 - k. A change notification plan.
3. Change plans shall be approved (via paper or e-mail) by the Security Officer.

K. Vulnerability Assessments.

1. Frequency.
- a. Vulnerability assessments are completed:
 - i. Before placing systems and applications with PHI into production;
 - ii. When legal, regulatory, or business obligations change, as appropriate; and
 - iii. In the case of a security compromise.
 - b. A vulnerability assessment is also conducted using a vulnerability scanner to ensure the security baseline of the system or application was not impacted when:
 - i. A system application change was applied;
 - ii. Patches are applied to systems or applications;
 - iii. A Workstation image is changed;
 - iv. Server changes may impact the security settings of the server; and
 - v. Moving systems or applications from a less secure environment (e.g., test, development, outside hosting party, etc.) to The City of Sheboygan's normal production environment.
2. Methods and Tools. The City of Sheboygan uses approved methods and tools depending on the type and perspective of the assessment.

3. Identified Weaknesses. If a vulnerability assessment identifies weaknesses, the Security Officer will work with the IT Department, Privacy Officer and City Administrator to remediate or accept findings and include actions taken in the final vulnerability assessment report. (See Risk Analysis and Risk Management Policy and Procedure.)
4. Vulnerability Assessment Report. The Workforce members and/or vendors performing the vulnerability assessment will complete a vulnerability assessment report for the Security Officer to review and approve. The report may only be shared with individuals authorized by the Security Officer.
5. Recommendations for Action. Upon completion of a vulnerability assessment and review of the vulnerability assessment report, The City of Sheboygan will consider recommendations for action.

L. Change Review. The Security Officer will review changes on a bi-annual basis to identify any trends in changes and take appropriate action for continuous improvement.

References	45 C.F.R. § 164.308(a)(1)(ii) – Risk Analysis and Risk Management Information Technology Policy Manual Risk Analysis and Risk Management Policy and Procedure Information Classification Questionnaire Exhibit Sanction and Discipline Policy and Procedure
Attachments	N/A
Responsible Senior Leaders	Security Officer, City Administrator
Effective Date	November 4, 2024
Review Dates	N/A, to be revised whenever reviewed, even if no changes were made.
Revisions	N/A, to be updated whenever revisions are made, keeping record of <i>all</i> revision dates.

III. INFORMATION SYSTEM ACTIVITY REVIEW

1. PURPOSE

To establish procedures to regularly review records of activity on information systems containing ePHI along with implementation of appropriate hardware, software, or procedural auditing mechanisms.

2. POLICY

The City of Sheboygan will have procedures to regularly review records of information system activity containing ePHI (e.g., audit logs, Access reports, and Security Incident tracking reports).

3. PROCEDURE

A. The Security Officer or designee will periodically review records of activity on information systems containing ePHI. Records of activity may include, but are not limited to:

1. Audit logs;
2. Access reports; and
3. Security Incident tracking reports.

B. Appropriate hardware, software, or procedural auditing mechanisms may provide the following information:

1. Date and time of activity;
2. Origin of activity;
3. Identification of User performing activity; and
4. Description of attempted or completed activity.

C. The level and type of auditing mechanisms to be used will be determined by The City of Sheboygan's risk analysis process. (*See* Information System Activity Review Audit Process Policy and Procedure.) Auditable events can include, but are not limited to:

1. Access of sensitive data (e.g., HIV test results, alcohol and other drug abuse records);
2. Use of a privileged account;
3. Information system startup or stop;

- 4. Failed authentication attempts; or
 - 5. Security Incidents.
- D.** Records of activity created by audit mechanisms will be reviewed regularly by the Security Officer.
- E.** The City of Sheboygan’s Workforce members should not monitor or review activity related to their own User accounts.

References	45 C.F.R. § 164.308(a)(1)(ii)(D) – Information System Activity Review Information System Activity Review Audit Process Policy and Procedure Sanction and Discipline Policy and Procedure
Attachments	N/A
Responsible Senior Leaders	Security Officer, City Administrator
Effective Date	November 4, 2024
Review Dates	N/A, to be revised whenever reviewed, even if no changes were made.
Revisions	N/A, to be updated whenever revisions are made, keeping record of <i>all</i> revision dates.

IV. INFORMATION SYSTEM ACTIVITY REVIEW AUDIT PROCESS

1. PURPOSE

To establish procedures to audit Safeguards which monitor Access and activity to detect, report and guard against: network vulnerabilities and intrusions; breaches in Confidentiality and security of PHI; performance problems and flaws in applications; and improper alteration or destruction of ePHI (information integrity).

This Policy is applicable to The City of Sheboygan's information applications, systems, networks, and any computing devices, regardless of ownership (e.g., owned, leased, contracted, and/or stand-alone).

2. POLICY

The City of Sheboygan shall audit Access and activity of ePHI applications, systems, and networks and address standards set forth by the Security Rule to ensure compliance to safeguard the privacy and security of ePHI.

3. PROCEDURE

A. Audit Responsibility. Responsibility for auditing information system Access and activity is assigned to the Security Officer or other designee as determined by The City of Sheboygan's Security Officer. The Security Officer shall:

1. Assign the task of generating reports for audit activities to the individual responsible for the application, system, or network;
2. Assign the task of reviewing the audit reports to the individual responsible for the application, system, or network or any other individual determined to be appropriate for the task; and
3. Organize and provide oversight to a team structure charged with audit compliance activities (e.g., parameters, frequency, sample sizes, report formats, evaluation, follow-up, etc.).

B. Auditing Processes. Auditing processes may address date and time of each log-on attempt, date and time of each logoff attempt, devices used, functions performed, etc.

1. User: User level audit trails generally monitor and log all commands directly initiated by the User, all identification and authentication attempts, and files and resources Accessed.
2. Application: Application level audit trails generally monitor and log User activities, including data files opened and closed, specific actions, and printing reports.

3. System: System level audit trails generally monitor and log User activities, applications Accessed, and other system defined specific actions.
4. Network: Network level audit trails generally monitor information on what is operating, penetrations, and vulnerabilities.

C. Determination of Audit Activities. The City of Sheboygan shall determine the systems or activities that will be tracked or audited by:

1. Focusing efforts on areas of greatest risk and vulnerability as identified in the information systems risk analysis and ongoing risk management processes (see Risk Analysis and Risk Management Policy and Procedure);
2. Maintaining Confidentiality, Integrity, and Availability of ePHI applications and systems;
3. Assessing the appropriate scope of system audits based on the size and needs of The City of Sheboygan by asking:
 - a. What information/ePHI is at risk;
 - b. What systems, applications or processes are vulnerable to unauthorized or inappropriate Access;
 - c. What activities should be monitored (“C.R.U.D.” – Create, Read, Update, Delete); and
 - d. What information should be included in the audit record.
4. Assessing available organizational resources.

D. Trigger Events. The City of Sheboygan shall identify “trigger events” or criteria that raise awareness of questionable conditions of viewing of confidential information. The “events” may be applied to The City of Sheboygan as a whole or may be specific to a department, unit, or application. The City of Sheboygan shall provide immediate auditing in response to:

1. A Workforce member complaint;
2. Suspected breach of Confidentiality; and
3. High risk or problem-prone event.

E. Frequency of Audits. The City of Sheboygan shall determine auditing frequency by reviewing past experience, current and projected future needs, and industry trends and events. The City of Sheboygan will determine its ability to generate, review, and respond to audit reports. The City of Sheboygan recognizes that failure to address automatically generated audit logs, trails, and reports through a

systematic review process may be more detrimental to the organization than not auditing at all.

F. Auditing Tools. The City of Sheboygan’s Security Officer or designee is authorized to select and use auditing tools that are designed to detect network vulnerabilities and intrusions. Use of such tools is explicitly prohibited by others without the explicit authorization of the Security Officer. These tools may include, but are not limited to:

1. Scanning tools and devices;
2. War dialing software;
3. Password cracking utilities;
4. Network “sniffers”; and
5. Passive and active intrusion detection systems.

G. Data Elements. Audit documentation and reporting tools shall address, at a minimum, the following data elements:

1. Application, system, network, department, and/or User audited;
2. Audit type;
3. Person/department responsible for audit;
4. Date(s) of audit;
5. Reporting responsibility/structure for review of audit results;
6. Conclusions;
7. Recommendations;
8. Actions;
9. Assignments; and
10. Follow-up.

H. Review Process. The process for review of audit logs, trails, and reports shall include:

1. Description of the activity as well as rationale for performing audit;

2. Identification of which Workforce members or department/unit will be responsible for review (Workforce members shall not review audit logs which pertain to their own system activity);
3. Frequency of the auditing process;
4. Determination of significant events requiring further review and follow-up (see Security Incident Response Policy and Procedure); and
5. Identification of appropriate reporting channels for audit results and required follow-up.

I. Vulnerability Testing. Vulnerability testing software may be used to probe the network to identify what is running (e.g., operating system or product versions in place), check if publicly known vulnerabilities have been corrected, and evaluate whether the system can withstand attacks aimed at circumventing security controls.

1. Testing may be carried out internally or provided through an external third-party vendor. Whenever possible, a third-party auditing vendor should not be providing the organization IT oversight services.
2. Testing shall be done on a routine basis. (See System Build/Change Control Policy and Procedure.)

J. Audit Requests for Specific Cause.

1. A request may be made for an audit for a specific cause. The request may come from a variety of sources, including, but not limited to: Human Resources, Risk Management, Privacy Officer, Security Officer and/or a member of The City of Sheboygan's leadership team.
2. A request for an audit for a specific cause must include time frame, frequency, and nature of the request. The request must be reviewed and approved by The City of Sheboygan's Privacy Officer or Security Officer.
3. A request for an audit as a result of an Individual concern shall be initiated by The City of Sheboygan's Privacy Officer and/or Security Officer. Under no circumstances shall detailed audit information be shared with the Individual at any time. The City of Sheboygan is not obligated to provide a detailed listing of those Workforce members Accessing an Individual's PHI (an appropriate operational function).
 - a. Should the audit disclose that a Workforce member has Accessed an Individual's PHI inappropriately, the Minimum Necessary/least privileged information shall be shared with The City of Sheboygan's Director of Human Resources and Labor Relations to determine appropriate sanction/corrective disciplinary action.

- b. Only De-Identified Health Information shall be shared with the Individual regarding the results of the investigative audit process. This information will be communicated to the Individual by The City of Sheboygan's Privacy Officer or designee. Prior to communicating with the Individual, The City of Sheboygan shall consider whether risk management and/or legal counsel should be consulted.

K. Evaluating and Reporting Audit Findings.

1. Audit information that is routinely gathered must be reviewed in a timely manner by the individual and/or department responsible for the activity/process.
2. The reporting process shall allow for meaningful communication of the audit findings to those departments/units sponsoring the activity.
 - a. Significant findings shall be reported immediately in a written format. The City of Sheboygan's Security Incident Report Form may be utilized to report a single event.
 - b. Routine findings shall be reported to the sponsoring leadership structure in a written report format.
3. Reports of audit results shall be limited to internal use on a Minimum Necessary/need-to-know basis. Audit results shall not be disclosed externally without administrative and/or legal counsel approval.
4. Security audits constitute an internal, confidential monitoring practice that may be included in The City of Sheboygan's performance improvement activities and reporting. Care shall be taken to ensure that the results of the audits, which may further expose organizational risk, are shared with extreme caution. Generic security audit information may be included in organizational reports (individually identifiable health information shall not be included in the reports).
5. Whenever indicated through evaluation and reporting, appropriate corrective actions must be undertaken. These actions shall be documented and shared with the responsible and sponsoring departments/units.

L. Auditing Access and Activity.

1. Periodic monitoring of vendor information system activity shall be carried out to ensure that Access and activity is appropriate for privileges granted and necessary to the arrangement between The City of Sheboygan and the third party.

2. If it is determined that the vendor has exceeded the scope of Access privileges, The City of Sheboygan's leadership must reassess the business relationship. (See Subcontractor Agreements Policy and Procedure.)
3. If it is determined that a subcontractor has violated the terms of the BAA, The City of Sheboygan must take immediate action to remediate the situation. Continued violations may result in discontinuation of the business relationship.

M. Audit Log Security Controls and Backup.

1. Audit logs shall be protected from unauthorized Access or modification so the information they contain will be available if needed to evaluate a Security Incident. Generally, system administrators shall not have Access to the audit trails or logs created on their systems.
2. Whenever possible, audit trail information shall be stored on a separate system to minimize the impact auditing may have on the privacy system and to prevent Access to audit trails by those with system administrator privileges. This is done to apply the security principle of "separation of duties" to protect audit trails from hackers. Audit trails maintained on a separate system would not be available to hackers who may break into the network and obtain system administrator privileges. A separate system would allow The City of Sheboygan to detect hacking Security Incidents.
3. Audit logs maintained within an application shall be backed up as part of the application's regular backup procedure.
4. The City of Sheboygan shall audit internal backup, storage, and data recovery processes to ensure that the information is readily available in the manner required. Auditing of data backup processes shall be carried out:
 - a. On a periodic basis (recommend at least annually) for established practices and procedures; and
 - b. More often for newly developed practices and procedures (e.g., weekly, monthly, or until satisfactory assurance of reliability and Integrity has been established).

- N. Workforce Training, Education, Awareness, and Responsibilities.** The City of Sheboygan's Workforce members are provided training, education, and awareness on safeguarding the privacy and security of business information and PHI. The City of Sheboygan's commitment to auditing Access and activity of the information applications, systems, and networks is communicated through new employee orientation, ongoing training opportunities and events, and applicable policies. Workforce members are made aware of responsibilities with regard to privacy and security of information as well as applicable sanctions/corrective disciplinary actions should the auditing process detect a Workforce member's failure to comply

with The City of Sheboygan’s policies and procedures. (See Compliance Training and Education Policy and Procedure and Sanction and Discipline Policy and Procedure.)

O. External Audits of Information Access and Activity. Information system audit information and reports gathered from contracted external audit firms and vendors shall be evaluated and appropriate corrective action steps taken as indicated. Prior to contracting with an external audit firm, The City of Sheboygan shall:

1. Outline the audit responsibility, authority, and accountability;
2. Choose an audit firm that is independent of other organizational operations;
3. Ensure technical competence of the audit firm staff;
4. Require the audit firm’s adherence to applicable codes of professional ethics;
5. Obtain a signed HIPAA-compliant subcontractor business associate agreement; and
6. Assign organizational responsibility for supervision of the external audit firm.

References	45 C.F.R. § 164.308(a)(1)(ii)(D) – Information System Activity Review Risk Analysis and Risk Management Policy and Procedure Security Incident Response Policy and Procedure Security Incident Report Form System Build/Change Policy and Procedure Business Associate and Business Associate Agreements Policy and Procedure Compliance Training and Education Policy and Procedure Sanction and Discipline Policy and Procedure
Attachments	N/A
Responsible Senior Leaders	Security Officer, City Administrator
Effective Date	November 4, 2024
Review Dates	N/A, to be revised whenever reviewed, even if no changes were made.
Revisions	N/A, to be updated whenever revisions are made, keeping record of <u>all</u> revision dates.

V. INFORMATION ACCESS MANAGEMENT

1. PURPOSE

To establish procedures for authorizing appropriate Access to The City of Sheboygan's information systems containing ePHI.

2. POLICY

A. The City of Sheboygan's Commitment. Safeguarding Access to ePHI and ePHI systems is integral to The City of Sheboygan's compliance efforts under the Security Rule. The City of Sheboygan does all that is reasonable to protect the Confidentiality, Integrity, and Availability of ePHI by taking reasonable steps to manage Access to ePHI appropriately. In accordance with the Security Rule's requirements, The City of Sheboygan provides Access to ePHI to Workforce members who are properly authorized based on their need to know.

B. Access Management Process. The Access management process includes documenting the granting of Access to The City of Sheboygan's information systems containing ePHI. The process must include:

1. Granting different levels of Access to ePHI based on defined job tasks;
2. Tracking and logging authorization of Access to ePHI; and
3. Regular review and revision, as necessary, of authorization of Access to ePHI.

C. Access Based on Risk Analysis. The type and extent of Access authorized to The City of Sheboygan's information systems containing ePHI will be based upon risk analysis. At a minimum, the risk analysis will consider the following factors:

1. The importance of the applications running on the information system;
2. The value or sensitivity of the PHI on the information system;
3. The extent to which the information system is connected to other information systems; and
4. The need to Access the information on the system.

D. Access Establishment. ePHI Access management includes a documented process of establishing, documenting, reviewing, and modifying Access to The City of Sheboygan's information systems containing PHI.

3. PROCEDURE

A. Access Authorization. Only Workforce members whose job duties require Access to ePHI will be allowed Access by the Security Officer (*See User Access Tracking*

Attachment). No Workforce members may willfully attempt to gain Access to The City of Sheboygan information systems containing ePHI for which they have not been given proper authorization or have no need to know.

B. Authorized Users.

1. Prospective employees of the City of Sheboygan may be subject to a background check. Information that may be obtained or requested includes information relating to references, past employment, work habits, education, judgments, liens, criminal background and offenses, character general reputation, social media presence, and driving records.
2. As a condition of Access to any The City of Sheboygan information system that contains ePHI, Workforce members are required to read, sign, and comply with The City of Sheboygan Confidentiality and Information Access Agreement.
3. Adding new Workforce members to the IT Infrastructure and systems along with other systems necessary to perform their job duties will be completed by the Security Officer.
4. Upon voluntary or involuntary termination, off-boarding, and on or before the exiting Workforce member's last day, the IT Department will be notified of what Access must be disabled.
5. Where appropriate, Users will be supervised by an appropriate The City of Sheboygan employee when Users are Accessing The City of Sheboygan's information systems containing ePHI.

C. Personal Mobile Device Policy

D. Third Parties.

1. Third Party Access. Before third-party persons are granted Access to information systems containing ePHI, a risk analysis will be performed. At a minimum, the risk analysis will consider the following factors:
 - a. Type of Access required;
 - b. Need for Access;
 - c. Sensitivity of the ePHI on the information system;
 - d. Security controls on the information system; and
 - e. Security controls used by the third party.

2. Agreements with Third Parties. Access by third parties to information systems containing ePHI will be allowed only after an agreement has been signed defining the terms of Access. The agreement will include:
 - a. The security process and controls necessary to ensure compliance with The City of Sheboygan’s security standards;
 - b. Restrictions regarding the Use and Disclosure of The City of Sheboygan’s PHI; and
 - c. The City of Sheboygan’s right to monitor and revoke third party persons’ Access and activity.

3. Third Party Supervision. Where appropriate, third parties will be supervised by an appropriate The City of Sheboygan employee when such third parties are Accessing The City of Sheboygan’s information systems containing ePHI.

E. Unauthorized Access Not Permitted. Workforce members and third-party Users shall not attempt to gain Access to The City of Sheboygan information systems containing ePHI for which they have not been given proper authorization.

References	45 C.F.R. § 164.308(a)(3)(ii)(A) – Authorization and/or Supervision 45 C.F.R. § 164.308(a)(3)(ii)(B) – Workforce Clearance Procedure 45 C.F.R. § 164.308(a)(4)(i) – Information Access Management 45 C.F.R. § 164.308(a)(4)(ii)(B) – Access Authorization Personal Mobile Device Policy Sanction and Discipline Policy and Procedure
Attachments	User Access Tracking Attachment Confidentiality and Information Access Agreement
Responsible Senior Leaders	Security Officer, City Administrator
Effective Date	November 4, 2024
Review Dates	N/A, to be revised whenever reviewed, even if no changes were made.
Revisions	N/A, to be updated whenever revisions are made, keeping record of <i>all</i> revision dates.

VI. ACCESS ESTABLISHMENT, MODIFICATION, AND REVIEW

1. PURPOSE

To establish procedures for implementing a process for establishing, documenting, reviewing, and modifying Access to The City of Sheboygan's information systems containing ePHI.

2. POLICY

In accordance with the Security Rule, The City of Sheboygan must have a formal documented process for establishing, documenting, reviewing, and modifying Access to The City of Sheboygan's information systems containing ePHI.

3. PROCEDURE

A. Access Authorization. The City of Sheboygan must have a formal, documented process for establishing, documenting, reviewing, and modifying Access to The City of Sheboygan's information systems containing ePHI. At a minimum, the process must include:

1. The procedure for establishing different levels of Access to The City of Sheboygan's information systems containing ePHI;
2. Procedure for documenting established levels of Access to The City of Sheboygan's information systems containing ePHI;
3. Procedure for regularly reviewing The City of Sheboygan's Workforce member Access privileges to The City of Sheboygan's information systems containing ePHI. Reviews will be accomplished at intervals that meet applicable governing directives; and
4. Procedure for modifying The City of Sheboygan's Workforce member Access privileges to The City of Sheboygan's information systems containing ePHI.

B. Access Establishment.

1. Properly authorized and trained Workforce members may Access The City of Sheboygan's information systems containing ePHI. Such Access will be established via a formal, documented process. At a minimum, this process must include:
 - a. Identification and definition of permitted Access methods;
 - b. Identification and definition of the length of time that Access will be granted;

- c. Procedure for both granting a Workforce member an Access method (e.g., password or token) and changing an existing access method;
 - d. Procedure for managing Access rights in a distributed and networked environment; and
 - e. Appropriate tracking and logging of activities by authorized Workforce members of The City of Sheboygan's information systems containing ePHI.
2. Where appropriate, security controls or methods that allow Access to be established to The City of Sheboygan's information systems containing ePHI include, at a minimum:
- a. Unique User identifiers (hereinafter "User IDs") that enable individual Users to be uniquely identified.
 - b. User IDs will not give any indication of the User's privilege level. Common or shared identifiers will not be used to gain access to The City of Sheboygan information systems containing ePHI.
 - c. When User IDs are insufficient or inappropriate, shared identifiers may be used to gain Access to The City of Sheboygan's information systems not containing ePHI. However, this should be a last resort when there are no other feasible alternatives.
 - d. Further, any time shared identifiers are used, the system and/or applicable administrators and data owners must have a mechanism of tracking the individuals that are aware of the shared identifiers/credentials. The shared identifiers/credentials must be changed promptly any time an individual with knowledge of the credentials and passphrase transfers or is terminated from employment or no longer needs Access to the ePHI for any reason.
 - e. The prompt removal or disabling of Access methods for persons and entities that no longer need access to The City of Sheboygan's information systems ePHI.
 - f. Verification that redundant User IDs are not issued.
3. Access to The City of Sheboygan's information systems containing ePHI must be limited to Workforce members who need Access to specific ePHI in order to perform their job responsibilities.
4. Administrator passwords will be stored in a secure location in case of an emergency or disaster.

C. Review of Access Rights. The Security Officer, appropriate The City of Sheboygan information system supervisors, or their designated delegates must regularly review Workforce member Access rights to The City of Sheboygan’s information systems containing ePHI to ensure that they are provided only to those who have a need for specific ePHI in order to accomplish a legitimate task. Such rights must be revised as necessary. Reviews should be accomplished at intervals that meet applicable governing directives.

D. Tracking User Access. Access by The City of Sheboygan’s Workforce members must be tracked and logged. At a minimum, such tracking and logging must provide the following information:

1. Date and time of Access;
2. Identification of the Workforce member who Accessed data; and
3. Identification of data records Accessed by Workforce member.

This information must be securely maintained.

E. Tracking User Access Revision. All revisions to The City of Sheboygan’s Workforce member Access rights must be tracked and logged. At a minimum, such tracking and logging must provide the following information:

1. Date and time of Access revision;
2. Identification of the Workforce member whose Access is being revised;
3. Brief description of revised Access right(s); and
4. Reason for revision.
5. This information must be securely maintained.

References	45 C.F.R. § 164.308(a)(4)(ii)(C) – Access Establishment and Modification Sanction and Discipline Policy and Procedure
Attachments	N/A
Responsible Senior Leaders	Security Officer, City Administrator
Effective Date	November 4, 2024
Review Dates	N/A, to be revised whenever reviewed, even if no changes were made.
Revisions	N/A, to be updated whenever revisions are made, keeping record of <i>all</i> revision dates.

VII. PROTECTION FROM MALICIOUS SOFTWARE

1. PURPOSE

To establish procedures to train and remind Workforce members about The City of Sheboygan's process of guarding, detecting, and reporting malicious software that poses a risk to its information systems.

2. POLICY

The City of Sheboygan will provide procedures as well as regular training and awareness to its Workforce members about its process of guarding against, detecting, and reporting malicious software that poses a risk to its information systems.

See Compliance Training and Education Policy and Procedure for The City of Sheboygan's HIPAA training program, generally.

3. PROCEDURE

A. Malicious Software Protection Program. The City of Sheboygan should be able to detect and prevent malicious software, particularly viruses, worms, and malicious code. The malicious software prevention, detection, and reporting process includes:

1. Installation and regular updating of anti-virus software;
2. Examination of data on electronic media and data received over networks to ensure that it does not contain malicious software;
3. The examination of electronic mail attachments and data downloads for malicious software;
4. Reporting of suspected or known malicious software by Workforce members;
5. Verification that all information relating to malicious software is accurate and informative;
6. Inclusion of a provision in The City of Sheboygan's policies that Workforce members will not modify web browser security settings without appropriate authorization; and
7. Inclusion of a provision in The City of Sheboygan's policies that unauthorized software will not be installed on The City of Sheboygan's information system and devices.

B. Malicious Software Training. The City of Sheboygan's malicious software training and awareness covers topics including, but not limited to:

1. How to identify malicious software;
2. How to report malicious software;
3. How to effectively use anti-virus software;
4. How to avoid downloading or receiving malicious software; and
5. How to identify malicious software hoaxes.

C. Disabling Protections Not Permitted. Unless appropriately authorized, it is the policy of The City of Sheboygan that Workforce members shall not bypass or disable anti-virus software.

D. Documentation. The City of Sheboygan shall maintain documentation of malicious software training consistent with the Retention of HIPAA Documentation Policy and Procedure.

References	45 C.F.R. § 164.308(a)(5)(ii)(B) – Protection from Malicious Software Compliance Training and Education Policy and Procedure Retention of HIPAA Documentation Policy and Procedure Sanction and Discipline Policy and Procedure
Attachments	N/A
Responsible Senior Leaders	Security Officer, City Administrator
Effective Date	November 4, 2024
Review Dates	N/A, to be revised whenever reviewed, even if no changes were made.
Revisions	N/A, to be updated whenever revisions are made, keeping record of <i>all</i> revision dates.

VIII. LOG-IN MONITORING

1. PURPOSE

To establish procedures to monitor, train, and remind Workforce members about The City of Sheboygan's process of monitoring log-in attempts and reporting discrepancies.

2. POLICY

The City of Sheboygan will provide regular monitoring as well as training and awareness to its Workforce members about its process of monitoring log-in attempts and reporting discrepancies.

See Compliance Training and Education Policy and Procedure for The City of Sheboygan's HIPAA training program, generally.

3. PROCEDURE

A. Secure Log-in Process. Access to all THE CITY OF SHEBOYGAN information systems is via a secure log-in process. The process:

1. Does not display information system or application identifying information until the log-in process has been successfully completed;
2. Validates log-in information only when all the data input has been done; and
3. Limits the number of unsuccessful log-in attempts to no more than five (5) consecutive attempts before requiring a time-out and/or challenge requirement for resetting the log-in.

B. Log-in Process Abilities. Log-in process includes the ability to:

1. Record unsuccessful log-in attempts, including the following information:
 - a. IP address of the failed log-in;
 - b. Log-in "username" used when log-in was unsuccessful.
2. Limit the maximum number of attempts allowed for the log-in procedure to five (5) attempts before the username needs to be reset by the administrator.

C. Log-in Training. Log-in monitoring training and awareness covers topics including, but not limited to:

1. How to effectively use secure log-in process;
2. How to detect log-in discrepancies; and

3. How to report log-in discrepancies.

D. Documentation. The City of Sheboygan shall maintain documentation of log-in training consistent with the Retention of HIPAA Documentation Policy and Procedure.

References	45 C.F.R. § 164.308 (a)(5)(ii)(C) Log-in Monitoring Compliance Training and Education Policy and Procedure Retention of HIPAA Documentation Policy and Procedure Sanction and Discipline Policy and Procedure
Attachments	N/A
Responsible Senior Leaders	Security Officer, City Administrator
Effective Date	November 4, 2024
Review Dates	N/A, to be revised whenever reviewed, even if no changes were made.
Revisions	N/A, to be updated whenever revisions are made, keeping record of <i>all</i> revision dates.

IX. PASSWORD MANAGEMENT

1. PURPOSE

To establish procedures to manage as well as provide regular training and awareness to Workforce members about creating, changing, and safeguarding passwords.

2. POLICY

The City of Sheboygan will maintain as well as provide regular training and awareness to Workforce members about creating, changing, and safeguarding passwords.

See Compliance Training and Education Policy and Procedure for The City of Sheboygan's HIPAA training program, generally.

3. PROCEDURE

A. Password Management System Requirements. The City of Sheboygan's password management system:

1. Requires use of individual passwords to maintain accountability.
2. Where appropriate, allows Workforce members and authorized Users from external organizations to select and change their own passwords.
3. Requires unique passwords as per the standards defined by The City of Sheboygan.
4. Does not display passwords in clear text when they are being input into an application.
5. Requires the storage of passwords in encrypted form using a one-way encryption algorithm.
6. Requires initial password(s) issued to new Workforce members to be valid only for the new User's first log-in to a Workstation. At initial log-in, the User must be required to choose another password.
7. Requires the changing of default vendor passwords following installation of software.
8. Prompts Users every 90 days to change the password.
9. Requires removing access to credentials as soon as possible but no later than 24 hours after a User's Access has been terminated.

B. Password Creation Standards. The password creation standard requires:

1. The password must be at least 10 characters long;

2. The password must be strong (preferred to include at least one capital letter, one number, and one character).

C. Password Management and Training.

1. The Security Officer is responsible for training all Users in relation to password use and management.
2. Password management training and awareness involves requirements for use of information systems, including, but not limited to:
 - a. Passwords should not be shared or given to someone else to use;
 - b. Passwords should not be displayed in a publicly accessible location (i.e., no post-it notes on the computer);
 - c. Workforce members should make a reasonable effort to ensure that password entry is not observed (i.e., do not log in while others are in your area);
 - d. Passwords should be changed whenever there is any indication of possible information system or password compromise;
 - e. Temporary passwords should be changed in the first log-in;
 - f. Workforce members should not use the “remember password” feature;
 - g. Workforce members are discouraged from using the same password for personal and business use;
 - h. Workforce members are discouraged from using the same password for various Access needs when possible;
 - i. Data entry should not take place under another Workforce member’s password;
 - j. All Workforce members should understand that all activities involving their User identification and password will be attributed to them; and
 - k. Workforce members will immediately report (if known) a compromised password(s) to the Security Officer. Passwords that are identified as compromised will be replaced or terminated within one business day.

D. Documentation. The City of Sheboygan shall maintain documentation of password management training consistent with the Retention of HIPAA Documentation Policy and Procedure.

References	45 C.F.R. § 164.308(a)(5)(ii)(D) – Security Awareness and Training; Password Management Compliance Training and Education Policy and Procedure Retention of HIPAA Documentation Policy and Procedure Sanction and Discipline Policy and Procedure
Attachments	N/A
Responsible Senior Leaders	Security Officer, City Administrator
Effective Date	November 4, 2024
Review Dates	N/A, to be revised whenever reviewed, even if no changes were made.
Revisions	N/A, to be updated whenever revisions are made, keeping record of <u>all</u> revision dates.

X. CONTINGENCY PLANNING & RECOVERY STRATEGY

1. PURPOSE

To establish procedures to effectively prepare and respond to emergencies or disasters in order to protect the Confidentiality, Integrity, and Availability of ePHI and The City of Sheboygan's information systems.

2. POLICY

A. The City of Sheboygan's Commitment. The City of Sheboygan commits to effectively prepare for and respond to emergencies or disasters in order to protect the Confidentiality, Integrity, and Availability of ePHI and The City of Sheboygan's information systems.

B. Emergency Response Process. The City of Sheboygan will have a formal process to prepare for and effectively respond to emergencies and disasters that may damage the Confidentiality, Integrity, or Availability of PHI or The City of Sheboygan's information systems that includes but is not limited to:

1. Regular analysis of the criticality of information systems;
2. Development and documentation of a disaster and emergency recovery strategy consistent with business objectives and priorities;
3. Development and documentation of a disaster recovery plan that is in accordance with the above strategy;
4. Development and documentation of an emergency mode operations plan that is in accordance with the above strategy; and
5. Regular testing and updating of the disaster recovery and emergency mode operations plans.

C. System Controls. The disaster and emergency response process is intended to reduce the disruption to The City of Sheboygan's information systems to an acceptable level through a combination of preventative and recovery controls and processes. Such controls and processes identify and reduce risks to information systems, limit damage caused by disasters and emergencies, and ensure the timely resumption of significant information systems and processes. Such controls and processes are proportionate with the value of the information systems being protected or recovered.

3. PROCEDURE

A. Environmental Controls.

1. The Security Officer:

- a. Makes all reasonable efforts to have security controls and contingency plans in place that minimize the amount of time systems may be down to the least possible, but no more than 72 hours for critical systems, as long as it does not unduly hinder operational performance, jeopardize security, or increase costs.
 - b. Obtains, reviews, approves, and maintains documentation of facility security, environmental controls, and contingency plans (including testing done).
2. Critical ePHI systems are on an uninterruptible power supply with warning lights or alarms and a generator. The generator is tested weekly. The equipment contains sensors to alert of possible outages. The generator powers this equipment upon power loss.
 3. The server room contains the following:
 - a. A cooling system;
 - b. Fire suppression system;
 - c. Electrical fire rated fire extinguisher;
 - d. Temperature and fire alarms/paging and generator paging;
 - e. Locked room with access limited to minimum necessary needed to maintain/recover systems; and
 4. The City of Sheboygan's vendors that maintain, store, and/or back up ePHI on behalf of The City of Sheboygan are required to have the above-stated controls in place at a minimum. Exceptions are approved and documented by the Security Officer.
- B. Facility Security.** Only the following individuals (who are able to assist in restoring Access to ePHI) may have access to and be in the server room as well as have access to backups, even during emergencies and disaster situations: Facilities Director. (See Facility Access Controls: Security Plan Policy and Procedure.)
- C. Contingency Plan.** The Security Officer oversees and has the authority and overall responsibility for facilitating the implementation, activation, coordination, and documentation of a contingency plan and disaster recovery operations, including the following:
1. Maintains a contact list for each key system with the current contingency plan/disaster recovery plan. The contact list includes key Workforce members, key vendors, and other individuals that help support and recover systems (e.g., telecommunications/phone, ISPs, etc.).

2. Maintains an inventory asset list for each system, application, server, hardware, IS equipment (Workstations, portable devices, etc.), network information specifications, etc. purchased by or leased by The City of Sheboygan that are used to Access, create, receive, maintain, or transmit ePHI. This list includes, at a minimum and as applicable:
 - a. Critical functions that help determine how important each system is to business needs;
 - b. Indication of the critical systems that are supported at alternate sites;
 - c. Location and who uses each ePHI system, Workstation, and portable device;
 - d. Model and serial numbers, manufacturer, operating systems, warranty information, etc. so items can easily be replaced, as applicable;
 - e. Interdependencies/interoperability on other systems, applications, servers, etc., with a recovery plan for each;
 - f. Expected date of retirement; and
 - g. Retired assets.
3. Assigns a data criticality level for each system, application, server, hardware, IS equipment, network information/specifications, etc. (See Information Classification Table and Information Classification Questionnaire in Risk Analysis and Risk Management Policy and Procedure.) All software applications and data points that create, receive, maintain, or transmit ePHI are included on the list. Applications, systems, and/or networks that need to be available at all times and need to be recovered/restored first are prioritized.
4. Maintains a current network diagram of all servers, systems, interfaces, etc.

D. Emergency Response Training. The City of Sheboygan’s Workforce members receive regular training and awareness on disaster preparedness and disaster and emergency response processes. (See Compliance Training and Education Policy and Procedure for The City of Sheboygan’s HIPAA training program, generally.)

E. Documentation. The City of Sheboygan shall maintain documentation of its contingency plan consistent with the Retention of HIPAA Documentation Policy and Procedure.

References	45 C.F.R. § 164.308(a)(7) – Contingency Plan 45 C.F.R. § 164.310(a)(2)(i) – Facility Access Controls/Contingency Operations 45 C.F.R. § 164.310(a)(2)(ii) – Access Control/Emergency Access Procedure Risk Analysis and Risk Management Policy and Procedure Facility Access Controls: Security Plan Policy and Procedure
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	Compliance Training and Education Policy and Procedure Facility Access Controls: Contingency Operations Policy and Procedure Retention of HIPAA Documentation Policy and Procedure
Attachments	N/A
Responsible Senior Leaders	Security Officer, City Administrator
Effective Date	November 4, 2024
Review Dates	N/A, to be revised whenever reviewed, even if no changes were made.
Revisions	N/A, to be updated whenever revisions are made, keeping record of <i>all</i> revision dates.

XI. CONTINGENCY PLAN: DATA BACKUP PLAN

1. PURPOSE

To establish procedures to regularly back up and securely store all ePHI on The City of Sheboygan’s information systems and regularly test the backup and restoration procedures.

2. POLICY

A. The City of Sheboygan’s Commitment. The City of Sheboygan commits to back up and securely store all ePHI on its information systems and electronic media. The City of Sheboygan will have formal, documented procedures for creating and maintaining retrievable exact copies of ePHI. At a minimum these procedures must:

1. Identify the computing systems to be backed up;
2. Provide a backup schedule;
3. Identify where backup media are stored and who may Access them; and
4. Outline the restoration process and identify who is responsible for ensuring the backup of the ePHI.

B. Frequency, Retention, and Storage of Backups. The criticality of the data will determine the frequency of data backups, retention of data backups, as well as where data backups and restoration procedures will be stored.

C. Storage of Backups. Backup copies of ePHI will be stored at a secure location and must be accessible to authorized Workforce members for prompt retrieval of the information. The secure location must be as geographically distant from the location of The City of Sheboygan’s computing system as is feasible.

D. Restoration Procedures. Restoration procedures for ePHI must be regularly tested to ensure that they are effective and that they can be completed within the time allotted in the disaster recovery plan.

References	45 C.F.R. § 164.308(a)(7)(ii)(A) – Data Backup Plan Sanction and Discipline Policy and Procedure
Attachments	N/A
Responsible Senior Leaders	Security Officer, City Administrator
Effective Date	November 4, 2024
Review Dates	N/A, to be revised whenever reviewed, even if no changes were made.
Revisions	N/A, to be updated whenever revisions are made, keeping record of <i>all</i> revision dates.

XII. CONTINGENCY PLAN: EMERGENCY MODE OPERATIONS PLAN

1. PURPOSE

To establish procedures for an emergency mode operations plan to enable the continuation of crucial business processes that protect the security of The City of Sheboygan's information systems containing ePHI during and immediately after a crisis situation.

2. POLICY

A. The City of Sheboygan's Commitment. The City of Sheboygan commits to have an emergency mode operations plan for protecting its information systems containing ePHI during and immediately after a crisis situation.

B. Minimum Elements. The City of Sheboygan will have a formal, documented emergency mode operations plan for protecting its information systems containing ePHI during and immediately after a crisis situation. At a minimum, the plan must:

1. Identify and prioritize emergencies that may impact The City of Sheboygan's information systems containing ePHI;
2. Define procedures for responding to specific emergencies that impact information systems containing ePHI;
3. Define procedures for a crisis situation, during and immediately after, that will maintain the processes and controls that ensure the Confidentiality, Integrity, and Availability of ePHI; and
4. Define a procedure that ensures that authorized employees can enter The City of Sheboygan's facilities to enable continuation of processes and controls that protect ePHI while The City of Sheboygan is operating in emergency mode.

C. Workforce Training. All Workforce members must receive annual training and awareness on the emergency mode operations plan. All appropriate Workforce members will have access to a current copy of the plan.

3. PROCEDURE

A. Individuals with hard-key access to the server room building: Facilities Director.

B. Individuals with hard-key access to the server room: Facilities Director.

C. In the event of a power failure, The City of Sheboygan may close if the backup generator is not functional and The City of Sheboygan is unable to continue daily operations. The decision will be based on the severity and expected length of the power outage. A final determination will be made by the Security Officer or a member of the HIPAA Security Team if the Security Officer is not available.

- D. Security Officer will check inventory of operating systems after the emergency as necessary to assess damage.
- E. If necessary, The City of Sheboygan will operate systems offsite until the emergency/occurrence is resolved.
- F. In the event of an emergency, The City of Sheboygan will make every attempt to make certain that all PHI is kept confidential.
- G. **Documentation.** The City of Sheboygan shall maintain documentation of emergency mode operations plan training consistent with the Retention of HIPAA Documentation Policy and Procedure.

References	45 C.F.R. § 164.308(a)(7)(ii)(C) – Emergency Mode Operation Plan Sanction and Discipline Policy and Procedure Retention of HIPAA Documentation Policy and Procedure
Attachments	N/A
Responsible Senior Leaders	Security Officer, Privacy Officer, City Administrator
Effective Date	November 4, 2024
Review Dates	N/A, to be revised whenever reviewed, even if no changes were made.
Revisions	N/A, to be updated whenever revisions are made, keeping record of <u>all</u> revision dates.

XIII. CONTINGENCY PLAN: TESTING AND REVISION PROCEDURES

1. PURPOSE

To establish procedures for conducting regular testing of information technology disaster recovery and emergency mode operations plans to ensure that they are up to date and effective.

2. POLICY

- A. **The City of Sheboygan's Commitment.** The City of Sheboygan commits to regularly test its information technology disaster recovery and emergency mode operations plans.
- B. **Regular Testing.** The City of Sheboygan will conduct regular testing of its disaster recovery and emergency mode operation plans to ensure they are current and operative. Criticality of data and resource availability will determine the frequency of testing. Testing will be conducted on an annual basis or as frequently as is feasible.
- C. **Result Documentation.** The results of these tests will be formally documented. The disaster recovery and emergency mode operations plans will be revised as necessary to address issues or gaps identified in the testing process.

3. PROCEDURE

- A. **Frequency and Drills.** Contingency plan testing is done on an annual basis at a minimum. A scenario-based walk-through or mock drill is done to examine the plans and determine the need for changes.
- B. **Component Failure.** During the normal use of any system, components fail. The Security Officer will document why the system was down and how the system was recovered. The Security Officer will maintain this documentation as part of the contingency plan testing files.
- C. **Maintenance and Revision of Plan.** The Security Officer is responsible for maintenance and revision of the contingency plans/disaster response plan, which shall be reviewed and revised on an annual basis, after each disaster incident (whether a planned drill or actual disaster), and when needed to ensure that the information it contains is current.
- D. **Documentation.** The City of Sheboygan shall maintain documentation created pursuant to this Policy consistent with the Retention of HIPAA Documentation Policy and Procedure.

References	45 C.F.R. § 164.308(a)(7)(ii)(D) – Testing and Revision Procedure Retention of HIPAA Documentation Policy and Procedure Sanction and Discipline Policy and Procedure
Attachments	N/A
Responsible Senior Leaders	Security Officer, City Administrator
Effective Date	November 4, 2024
Review Dates	N/A, to be revised whenever reviewed, even if no changes were made.
Revisions	N/A, to be updated whenever revisions are made, keeping record of <i>all</i> revision dates.

XIV. CONTINGENCY PLAN: APPLICATION AND DATA CRITICALITY ANALYSIS

1. PURPOSE

To establish procedures for defining and identifying the criticality of information systems and the data contained within them.

2. POLICY

The City of Sheboygan commits to conduct an annual analysis of the criticality of its information systems. The prioritization of information systems will be based on an analysis of the impact to The City of Sheboygan’s services, processes, and business objectives if disasters or emergencies cause specific information systems to be unavailable for particular periods of time.

3. PROCEDURE

A. Minimum Elements. The City of Sheboygan will have a formal, documented process for defining and identifying the criticality of its information systems and the data contained within them. At a minimum, the process will include:

1. Creating an inventory of interdependent systems and their dependencies;
2. Documenting the criticality of information systems;
3. Identifying and documenting the impact to The City of Sheboygan’s services;
4. Identifying the maximum time periods that health care computing systems can be unavailable; and
5. Prioritizing health care computing systems components according to their criticality to The City of Sheboygan’s ability to function at normal levels.

B. Frequency. The criticality analysis will be conducted at regular intervals, at least annually.

C. Documentation. The City of Sheboygan shall maintain documentation created pursuant to this Policy consistent with the Retention of HIPAA Documentation Policy and Procedure.

References	45 C.F.R. § 164.308(a)(7)(ii)(E) – Applications and data criticality analysis Retention of HIPAA Documentation Policy and Procedure
Attachments	N/A
Responsible Senior Leaders	Security Officer, City Administrator
Effective Date	November 4, 2024
Review Dates	N/A, to be revised whenever reviewed, even if no changes were made.
Revisions	N/A, to be updated whenever revisions are made, keeping record of <i>all</i> revision dates.

XV. PERIODIC EVALUATION OF STANDARDS

1. PURPOSE

To establish procedures to perform a technical and nontechnical evaluation, based upon the standards implemented under the Security Rule and, subsequently, in response to environmental or operational changes affecting the security of ePHI, that will help to establish the extent to which The City of Sheboygan's HIPAA Policies and Procedures Manual meets the requirements of the Security Rule.

2. POLICY

The City of Sheboygan commits to perform technical and nontechnical evaluation of implemented standards to determine the level of compliance with the Security Rule.

3. PROCEDURE

A. Evaluation. The evaluation will include but not be limited to:

1. Penetration analysis;
2. Password integrity; and
3. Compliance.

The evaluation will include review of pertinent records, including any Security Incidents and/or Breaches, The City of Sheboygan's HIPAA Policies and Procedures Manual, direct observation of workplace practices, and observation of compliance with The City of Sheboygan's HIPAA Policies and Procedures Manual.

B. Performance of Evaluation. Designated Workforce members and the Security Officer will perform the review of technical and nontechnical Safeguards.

C. Review of The City of Sheboygan's HIPAA Policies and Procedures Manual. The Security Officer, with assistance from the Privacy Officer, as appropriate, will review The City of Sheboygan's HIPAA Policies and Procedures Manual: (i) at least on an annual basis in order to ensure that it is current or (ii) more frequently as appropriate or in case of Breach response. The City of Sheboygan's HIPAA Policies and Procedures Manual will be evaluated and edited as needed. Documentation of such evaluation will be maintained by the Security Officer and Privacy Officer.

D. Documentation. The City of Sheboygan shall maintain documentation created pursuant to this Policy consistent with the Retention of HIPAA Documentation Policy and Procedure.

References	45 C.F.R. § 164.308(a)(8) – Evaluation Retention of HIPAA Documentation Policy and Procedure Sanction and Discipline Policy and Procedure
Attachments	N/A
Responsible Senior Leaders	Security Officer, City Administrator
Effective Date	November 4, 2024
Review Dates	N/A, to be revised whenever reviewed, even if no changes were made.
Revisions	N/A, to be updated whenever revisions are made, keeping record of <i>all</i> revision dates.

XVI. FACILITY ACCESS CONTROLS: CONTINGENCY OPERATIONS

1. PURPOSE

To establish procedures for The City of Sheboygan facility access in support of restoration of lost data under the Contingency Plan: Disaster Recovery Plan Policy and Procedure and Contingency Plan: Emergency Mode Operations Plan Policy and Procedure in the event of an emergency.

2. POLICY

The City of Sheboygan commits to ensure that, in the event of a disaster or emergency, appropriate Workforce members are able to enter its facilities to take necessary actions as defined in The City of Sheboygan’s disaster recovery plan and emergency mode operations plan.

3. PROCEDURE

A. Safeguards. The City of Sheboygan will implement the following Safeguards:

1. The City of Sheboygan will ensure that in the event of a disaster or emergency, appropriate Workforce members can enter the facility to take necessary actions defined in its Contingency Plan: Disaster Recovery Plan Policy and Procedure and Contingency Plan: Emergency Mode Operations Plan Policy and Procedure.
2. Based on its disaster recovery plan and emergency mode operations plan, The City of Sheboygan will develop, implement, and regularly review a formal, documented procedure that ensures that authorized employees can enter The City of Sheboygan’s facilities to enable continuation of processes and controls that protect ePHI while The City of Sheboygan is operating in emergency mode.
3. In the event of an emergency, only authorized Workforce members may administer or modify processes and controls that protect ePHI contained on information systems. Such Workforce members or roles will be defined in the Contingency Plan: Disaster Recovery Plan Policy and Procedure and Contingency Plan: Emergency Mode Operations Plan Policy and Procedure.

References	45 C.F.R. § 164.310(a)(2)(i) – Contingency Operations Contingency Plan: Disaster Recovery Plan Policy and Procedure Contingency Plan: Emergency Mode Operations Plan Policy and Procedure Sanction and Discipline Policy and Procedure
Attachments	N/A
Responsible Senior Leaders	Security Officer, City Administrator
Effective Date	November 4, 2024
Review Dates	N/A, to be revised whenever reviewed, even if no changes were made.
Revisions	N/A, to be updated whenever revisions are made, keeping record of <i>all</i> revision dates.

XVII. FACILITY ACCESS CONTROLS: SECURITY PLAN

1. PURPOSE

To establish procedures to safeguard The City of Sheboygan's facilities and the equipment therein from unauthorized physical Access, tampering, and theft.

2. DEFINITIONS

“Access” means the ability or the means necessary to read, write, modify, or communicate data/information or otherwise use any system resource.

3. POLICY

The City of Sheboygan commits to maintaining a facility security plan for protecting its facilities and the equipment contained therein. The City of Sheboygan will make a reasonable effort to limit physical Access, tampering, and theft.

4. PROCEDURE

A. Maintenance and Review of Plan. The City of Sheboygan will maintain and review annually a formal, documented facility security plan that describes how its facilities and equipment within them will be appropriately protected. The plan will be revised as necessary.

B. Minimum Elements. At a minimum, The City of Sheboygan's facility security plan will address the following:

1. Identification of computing systems to be protected from unauthorized physical Access, tampering, and theft;
2. Identification of processes and controls used to protect computing systems from unauthorized physical Access, tampering, and theft;
3. Actions to be taken if unauthorized physical Access, tampering, or theft attempts are detected/made against computing systems; and
4. A maintenance schedule which will specify how and when the plan will be tested, as well as the process for maintaining the plan.

C. Workforce Responsibility.

1. Workforce members will take necessary steps to protect and secure PHI in their areas.
2. To minimize unauthorized Access to computing systems containing ePHI, Workforce members will refrain, to the extent possible, from accessing areas to which they do not have authorized accessibility.

3. Workforce members will immediately report the entrance of another Workforce member present in a non-assigned work area to their supervisor, Privacy Officer, or Security Officer.

D. Routine Repairs and Maintenance. All routine repairs and maintenance will be done during business hours with appropriate Workforce members available to oversee and ensure that inappropriate Access and actions are not taken.

E. Documentation. The City of Sheboygan shall maintain documentation of its facility security plan consistent with the Retention of HIPAA Documentation Policy and Procedure.

References	45 C.F.R. § 164.310(a)(2)(ii) – Facility Security Plan Retention of HIPAA Documentation Policy and Procedure Sanction and Discipline Policy and Procedure
Attachments	N/A
Responsible Senior Leaders	Security Officer, City Administrator
Effective Date	November 4, 2024
Review Dates	N/A, to be revised whenever reviewed, even if no changes were made.
Revisions	N/A, to be updated whenever revisions are made, keeping record of <i>all</i> revision dates.

XVIII. FACILITY ACCESS CONTROLS: ACCESS CONTROL AND VALIDATION

1. PURPOSE

To establish procedures to control and validate a person's access to The City of Sheboygan facilities based on their role or function, including visitor control and control of access to software programs for testing and revision.

2. POLICY

The City of Sheboygan ensures that approved access shall be limited to Workforce members who have a need for specific physical access in order to accomplish a legitimate task.

3. PROCEDURE

A. Safeguards. The City of Sheboygan will implement the following Safeguards:

1. The City of Sheboygan will identify and document all organizational or functional areas considered sensitive due to the nature of the ePHI that is stored or available within them.
2. After documenting sensitive areas, access rights to such areas will be given only to Workforce members who have a need for specific physical Access in order to accomplish a legitimate task.
3. Keys or access cards will only be distributed to authorized personnel and will be approved prior to release of keys/cards.
4. Physical Access to areas containing ePHI will be approved by the Security Officer or designee.
5. All visitors to sensitive facilities where computing systems are located must show proper identification, provide reason for need to access, and sign in prior to gaining access.
6. Workforce members will immediately report to appropriate management the loss or theft of any device (e.g., card or token) that enables them to gain physical Access to such sensitive facilities.
7. Workforce members will wear an identification badge when inside facilities where computing systems are located and will be encouraged to report unknown persons not wearing such identification.
8. All access rights to The City of Sheboygan's facilities where computing systems are located or software programs that can access computing systems will be reviewed annually and revised as necessary.

References	45 C.F.R. § 164.310(a)(2)(iii) – Access Control and Validation Procedures Sanction and Discipline Policy and Procedure
Attachments	N/A
Responsible Senior Leaders	Security Officer, City Administrator
Effective Date	November 4, 2024
Review Dates	N/A, to be revised whenever reviewed, even if no changes were made.
Revisions	N/A, to be updated whenever revisions are made, keeping record of <i>all</i> revision dates.

XIX. FACILITY ACCESS CONTROLS: MAINTENANCE RECORDS

1. PURPOSE

To establish policies and procedures to document repairs and modifications to the physical components of a facility that are related to security, e.g. hardware, walls, doors, etc.

2. POLICY

The City of Sheboygan commits to document all repairs and modifications to the physical components of its facilities that are related to the protection of ePHI.

3. PROCEDURE

A. Safeguards. The City of Sheboygan will implement the following Safeguards:

1. The City of Sheboygan will document all repairs and modifications to the physical components of its facilities where computing systems are located. Physical components include, but are not limited to, electronic card access systems, locks, doors, and walls.
2. The City of Sheboygan will conduct an inventory of all the physical components of its facilities that are related to the protection of computing systems on an annual basis, at a minimum. Inventory results will be documented and stored in a secure manner.
3. Repairs or modifications to any physical component listed in the above inventory will be documented. At a minimum, the documentation will include:
 - a. Date and time of repair or modification;
 - b. Reason for repair or modification;
 - c. Person(s) performing the repair or modification; and
 - d. Outcome of repair or modification.

References	45 C.F.R. § 164.310(a)(2)(iv) – Maintenance Records Sanction and Discipline Policy and Procedure
Attachments	N/A
Responsible Senior Leaders	Security Officer, City Administrator
Effective Date	November 4, 2024
Review Dates	N/A, to be revised whenever reviewed, even if no changes were made.
Revisions	N/A, to be updated whenever revisions are made, keeping record of <i>all</i> revision dates.

XX. COMPUTER TERMINALS/WORKSTATIONS

1. PURPOSE

To establish rules for securing computer terminals/Workstations that Access ePHI. Since ePHI can be portable, this Policy requires Workforce members to protect ePHI at The City of Sheboygan's facilities and all other locations.

2. POLICY

Computer terminals and Workstations will be positioned/shielded to ensure that PHI is protected from (a) public view, (b) view by those who do not need to know, whether inadvertently or otherwise, or (c) unauthorized Access.

3. PROCEDURE

A. Positioning of Terminals/Workstations. Computer terminals/Workstations shall be positioned or shielded so that screens are not visible to the public and/or to unauthorized staff. View-limiting screens should be installed where necessary to limit visibility of the screen.

B. Access to Terminals/Workstations. Authorized personnel are granted Access to ePHI. This Access should be limited to specific, defined, documented, and approved applications and level of Access rights.

C. Leaving Workstations/Terminals Unattended.

1. A User may not leave his/her Workstation or terminal unattended for long periods of time (e.g., breaks, lunch, meetings, etc.) without clearing the terminal screen/locking the screen/logging off from the system.
2. Each User is required to log off from the system at the end of his/her work shift.
3. Each User is required to lock his/her computer when it is left unattended for any period of time.
4. Users may not change the automatic inactivity locks on their Workstation.
5. Users are required to ensure that all confidential information in their Workstations is not viewable or accessible by unauthorized persons.
6. When working from home or other non-office work sites, a User is required to protect ePHI from unauthorized Access or viewing.

D. Clearing Screens. A User must clear the terminal screen if the Workstation or terminal is left briefly unattended.

- E. Hard Copies of Data.** Hard copy printed information shall be stored in such a manner that it cannot be viewed or read by the public and/or any unauthorized staff. It must be placed in designated secure areas upon leaving the work area and at the end of the work shift.

- F. Password Sharing.** A User should not:
 1. Share or disclose his/her password or User ID with other Workforce members or other non-Workforce members; or
 2. Allow Workforce members or other non-Workforce members Access privileges (e.g., piggyback Access) while the User is logged onto the information system used by The City of Sheboygan.

(See Password Management Policy and Procedure.)

- G. IT Support.** When installing new Workstations, set the computer to automatically lock after the recommended period of inactivity, which is not to exceed 15 minutes. (See Automatic Logoff Policy and Procedure.)

- H. Training.** The City of Sheboygan will train Workforce members on computer terminals/Workstation obligations. (See Compliance Training and Education Policy and Procedure for The City of Sheboygan’s HIPAA training program, generally.)

- I. Documentation.** The City of Sheboygan shall maintain documentation of computer terminals/Workstation obligations training consistent with the Retention of HIPAA Documentation Policy and Procedure.

References	45 C.F.R. § 164.312(a)(2)(iii) – Automatic Logoff 45 C.F.R. § 164.308(a)(5)(ii)(D) – Security Awareness and Training; Password Management 45 C.F.R. § 164.530 – Administrative Requirements Password Management Policy and Procedure Automatic Logoff Policy and Procedure Compliance Training and Education Policy and Procedure Retention of HIPAA Documentation Policy and Procedure Sanction and Discipline Policy and Procedure
Attachments	N/A
Responsible Senior Leaders	Security Officer, City Administrator
Effective Date	November 4, 2024
Review Dates	N/A, to be revised whenever reviewed, even if no changes were made.
Revisions	N/A, to be updated whenever revisions are made, keeping record of <i>all</i> revision dates.

XXI. WORKSTATION USE

1. PURPOSE

To establish procedures that specify the proper guidelines to be followed by Workforce members while Accessing information systems containing ePHI and allowable physical attributes of the surroundings of Workstations that have Access to ePHI.

2. POLICY

The City of Sheboygan commits to identify acceptable use of information systems and the proper method of logging into and off the system.

3. PROCEDURE

A. Workforce Responsibility.

1. Workforce members will log off the applications on their Workstations and shut down their computers at the end of their workday. (See Automatic Logoff Policy and Procedure.)
2. For all computers in an active directory when left unattended, a password-protected screensaver will be activated after 15 minutes of non-use. (See Automatic Logoff Policy and Procedure.)
3. Doors leading into offices with desktop/laptops should always be locked when vacated. If the desktop/laptop is in a public area and cannot be secured by a locked door, other security mechanisms must be in place such as security locking cables or cages.
4. If passwords are written down by Users, they are to be kept in a secure location without any indication as to what the password belongs to. No passwords can be kept on post-it notes left around Workstations where anyone can view credentials. (See Password Management Policy and Procedure.)
5. With the exception of IT or other designated staff for auditing or trouble-shooting purposes, Workstations with multiple Users are to be logged off when someone else needs to use the Workstation or if it is no longer in use.
6. Any usage of a Workstation under someone else's log-in credentials will be a violation of this Policy. IT and/or their designee are to only use a Workstation under someone else's log-in for appropriate IT-related functions, such as trouble-shooting, virus removal, etc., and must have the written or verbal approval of the logged-in User. IT and their designee(s) should avoid this when possible. (See Unique User Identification Policy and Procedure.)

- B. Training.** The City of Sheboygan will train Workforce members on Workstation use. (See Compliance Training and Education Policy and Procedure for The City of Sheboygan’s HIPAA training program, generally.)
- C. Documentation.** The City of Sheboygan shall maintain documentation of Workstation use training consistent with the Retention of HIPAA Documentation Policy and Procedure.

References	45 C.F.R. § 164.310(b) – Workstation Use Automatic Logoff Policy and Procedure Password Management Policy and Procedure Unique User Identification Policy and Procedure Compliance Training and Education Policy and Procedure Retention of HIPAA Documentation Policy and Procedure Sanction and Discipline Policy and Procedure
Attachments	N/A
Responsible Senior Leaders	Security Officer, City Administrator
Effective Date	November 4, 2024
Review Dates	N/A, to be revised whenever reviewed, even if no changes were made.
Revisions	N/A, to be updated whenever revisions are made, keeping record of <i>all</i> revision dates.

XXII. WORKSTATION SECURITY

1. PURPOSE

To establish procedures to implement Physical Safeguards for all Workstations that Access ePHI and restrict Access to authorized Users.

2. POLICY

The City of Sheboygan commits to protection of Workstations that store or Access ePHI while ensuring that authorized Workforce members have appropriate Access.

3. PROCEDURE

A. Safeguards. The City of Sheboygan will implement the following Safeguards:

1. The City of Sheboygan will prevent unauthorized physical Access to Workstations that can Access ePHI and ensure that authorized Workforce members have appropriate Access.
2. Access to all The City of Sheboygan's Workstations will be authenticated via a process that includes, at a minimum:
 - a. User IDs that enable Users to be identified and tracked (see Unique User Identification Policy and Procedure);
 - b. Passwords must be masked, suppressed, or otherwise obscured so that unauthorized persons are not able to observe them (see Password Management Policy and Procedure);
 - c. The initial password(s) issued to a new Workforce member will be valid only for the new User's first log-in to a Workstation. At initial log-in, the User must be required to choose another password (see Password Management Policy and Procedure); and
 - d. Upon termination of Workforce member's employment or contracted services, Workstation Access privileges will be removed within 24 hours. (See Access Establishment, Modification, and Review Policy and Procedure.)
3. Anti-virus software will be installed on Workstations to prevent transmission of malicious software. Such software will be regularly updated.
4. Special precautions will be taken with portable Workstations such as laptops and personal digital assistants (PDA). At a minimum, the following guidelines will be followed with such systems: Update consistent with your standards.

- a. ePHI will not be stored on portable Workstations unless such information is appropriately protected through encryption. If ePHI is stored on the portable device, it must be encrypted (see Encryption and Decryption Policy and Procedure);
 - b. Locking software for unattended laptops will be activated; and
 - c. Portable Workstations containing ePHI will be carried as carry-on (hand) baggage when Workforce members use public transport such as air travel, subway, etc. They should be concealed and/or locked when in private transport (e.g., locked in the trunk of an automobile).
5. For Workstations with ePHI stored locally on hard drives or other memory devices, additional security measures are required. At a minimum these requirements will include:
- a. Approval from the Security Officer will be acquired prior to storing ePHI on Workstations or devices external to the existing The City of Sheboygan computer systems. The City of Sheboygan will contact the Security Officer to identify any database or application that will store ePHI. The Security Officer will determine if the application or database is legitimate or if it is a duplicate system. If approval is granted, the Security Officer will review the security controls against the Security Rule requirements;
 - b. Inventory and documentation of ePHI stored on Workstations is done when Workstations are first installed and will be done at least on an annual basis thereafter;
 - c. Security Safeguards related to the protection of ePHI stored on Workforce member Workstations will be reviewed and documented; and
 - d. Data files containing ePHI will be encrypted wherever possible and password-protected.

B. Wireless Access.

- 1. For purposes of this Policy, wireless devices include all wireless data communication devices connected to any of The City of Sheboygan's internal/external networks. This Policy does not apply to any wireless devices not connecting to The City of Sheboygan's internal/external networks.
- 2. Access to The City of Sheboygan's network via unsecured wireless communication mechanisms is prohibited.

- 3. Wireless access passwords will be controlled and issued by the Security Officer.
- 4. Wireless access passwords will be changed at the discretion of the Security Officer.

C. Workforce Responsibility.

- 1. All Workforce members who use The City of Sheboygan Workstations will take all reasonable precautions to protect the Confidentiality, Integrity, and Availability of ePHI contained on or Accessed by the Workstations. For example, Workforce members shall position monitors or shield Workstations so that data shown on the screen is not visible to unauthorized persons. (See Computer Terminals/Workstations Policy and Procedure.)
- 2. Unauthorized Workforce members must not willfully attempt to gain physical Access to Workstations that store or Access ePHI. (See Information Access Management Policy and Procedure.)
- 3. Workforce members will report loss or theft of any access device (such as a card or token) that allows them physical Access to areas having Workstations that can Access ePHI. (See Facility Access Controls: Access Control and Validation Policy and Procedure.)
- 4. Workforce members will not share their User accounts or passwords with others. If a Workforce member believes that someone else is inappropriately using a User account or password, he/she must immediately notify the Security Officer. (See Password Management Policy and Procedure.)
- 5. Workforce members will report theft of all devices to the Privacy Officer and/or Security Officer immediately. (See Facility Access Controls: Security Plan.)

D. Training. The City of Sheboygan will train Workforce members on Workstation security. (See Compliance Training and Education Policy and Procedure for The City of Sheboygan’s HIPAA training program, generally.)

E. Documentation. The City of Sheboygan shall maintain documentation of Workstation security training consistent with the Retention of HIPAA Documentation Policy and Procedure.

References	45 C.F.R. § 164.310(c) – Workstation Security Unique User Identification Policy and Procedure Password Management Policy and Procedure Access Establishment, Modification, and Review Policy and Procedure Encryption and Decryption Policy and Procedure Computer Terminals/Workstations Policy and Procedure Information Access Management Policy and Procedure
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	Facility Access Controls: Access Control and Validation Policy and Procedure Facility Access Controls: Security Plan Policy and Procedure Compliance Training and Education Policy and Procedure Retention of HIPAA Documentation Policy and Procedure Sanction and Discipline Policy and Procedure
Attachments	N/A
Responsible Senior Leaders	Security Officer, City Administrator
Effective Date	November 4, 2024
Review Dates	N/A, to be revised whenever reviewed, even if no changes were made.
Revisions	N/A, to be updated whenever revisions are made, keeping record of <i>all</i> revision dates.

XXIII. DEVICE AND MEDIA CONTROLS: DISPOSAL

1. PURPOSE

To establish procedures for final disposition of ePHI and/or the hardware or electronic media on which it is stored.

2. POLICY

A. The City of Sheboygan's Commitment. The City of Sheboygan commits to appropriately dispose of information systems and their associated electronic media containing ePHI when they are no longer needed to ensure the security and privacy of the content of the electronic media. All The City of Sheboygan computing systems and associated electronic media containing ePHI must be disposed of properly when no longer needed for legitimate use.

B. Applicability. Information systems and electronic media to which this Policy applies include, but are not limited to, desktops, laptops, personal digital assistants (PDAs), tablets, The City of Sheboygan-issued cell phones, hard disks, SAN disks, SD and similar cards, floppy disks, backup tapes, CD\DVD-ROMs, zip drives, portable hard drives, and flash memory devices (thumb drives).

3. PROCEDURE

A. Preparation for Disposal.

1. Any disposal of inventory containing ePHI must be reported to and approved by the Security Officer or designee for inventory control.
 - a. The Security Officer, with assistance of the IT Department removes all software licenses prior to destruction/disposal/sanitization;
 - b. Media containing ePHI scheduled for disposal is secured to prevent unauthorized or inappropriate Access until the destruction/disposal/sanitization is complete; and
 - c. The Security Officer or designee updates the status of the inventory list, including hardware and licensed software.

B. Methods of Disposal.

1. Data Sanitization. For the disposal of an information system or electronic medium containing ePHI, the data must be completely removed with data sanitization tool(s) that erase or overwrite media in a manner that prevents the data from being recovered consistent with: (i) the methods and procedure outlined in the Destruction/Disposal of PHI Policy and Procedure and (ii) NIST Special Publication 800-88 – Guidelines for Media

Sanitization. “Deleting” typically does not destroy data and may enable unauthorized persons to recover ePHI from the media.

2. **Physical Destruction.** An alternative to data sanitization of electronic media is physical destruction. The physical destruction of electronic media may be feasible where the media is inexpensive and the destruction methods are easy and safe. The Security Officer or designee must approve the physical destruction of electronic media if such physical destruction is a variation from the Destruction/Disposal of PHI Policy and Procedure.

C. Questions. Questions concerning the destruction/disposal of ePHI should be directed to the Security Officer.

D. Documentation. The City of Sheboygan shall maintain a log of all destruction/sanitization actions as set forth in the Destruction/Disposal of PHI Policy and Procedure and Retention of HIPAA Documentation Policy and Procedure.

References	45 C.F.R. § 164.310(d)(2)(i) – Device and Media Controls; Disposal NIST Special Publication 800-88 – Guidelines for Media Sanitization Destruction/Disposal of PHI Policy and Procedure Retention of HIPAA Documentation Policy and Procedure Sanction and Discipline Policy and Procedure
Attachments	N/A
Responsible Senior Leaders	Security Officer, City Administrator
Effective Date	November 4, 2024
Review Dates	N/A, to be revised whenever reviewed, even if no changes were made.
Revisions	N/A, to be updated whenever revisions are made, keeping record of <i>all</i> revision dates.

XXIV. DEVICE AND MEDIA CONTROLS: MEDIA RE-USE

1. PURPOSE

To establish procedures for removal of ePHI from electronic media before the media are made available for re-use.

2. POLICY

A. The City of Sheboygan’s Commitment. The City of Sheboygan commits to erase all ePHI from electronic media associated with The City of Sheboygan’s information systems before they are made available for re-use. All ePHI on The City of Sheboygan’s information systems and associated electronic media will be removed before the systems and media can be re-used.

B. Applicability. Information systems and electronic media to which this Policy applies include, but are not limited to, desktops, laptops, PDAs, tablets, The City of Sheboygan-issued cell phones, hard disks, SAN disks, SD and similar cards, floppy disks, backup tapes, CD\DVD-ROMs, zip drives, portable hard drives, and flash memory devices (thumb drives).

3. PROCEDURE

A. Required Sanitization. Prior to re-use of any electronic media that contained ePHI, the media must be sanitized as set forth in the Device and Media Controls: Disposal Policy and Procedure.

B. Documentation. The City of Sheboygan shall maintain a log of all destruction/sanitization actions as set forth in the Destruction/Disposal of PHI Policy and Procedure and Retention of HIPAA Documentation Policy and Procedure.

References	45 C.F.R. § 164.310(d)(2)(ii) – Device and Media Controls; Media Re-Use Device and Media Controls: Disposal Policy and Procedure Destruction/Disposal of PHI Policy and Procedure Retention of HIPAA Documentation Policy and Procedure Sanction and Discipline Policy and Procedure
Attachments	N/A
Responsible Senior Leaders	Security Officer, City Administrator
Effective Date	November 4, 2024
Review Dates	N/A, to be revised whenever reviewed, even if no changes were made.
Revisions	N/A, to be updated whenever revisions are made, keeping record of <i>all</i> revision dates.

XXV. DEVICE AND MEDIA CONTROLS: ACCOUNTABILITY

1. PURPOSE

To establish procedures for appropriately tracking and logging the movement of ePHI on information systems and associated electronic media into, out of, and within The City of Sheboygan’s facilities.

2. POLICY

The City of Sheboygan commits to maintaining a record of the movements of hardware and electronic media and any person responsible, when appropriate.

3. PROCEDURE

A. Inventory. The City of Sheboygan will maintain an inventory of all information systems and associated devices that store ePHI. Such inventory will include a record of location and assigned User, when appropriate. The City of Sheboygan will maintain a record of the movement of information systems and associated media containing ePHI as they move into and out of The City of Sheboygan’s facilities.

B. Movement of Information Systems/Electronic Media. Before information systems and associated media containing ePHI are moved to a location outside of The City of Sheboygan’s premises, the move will be approved by The City of Sheboygan, and the movement will be tracked and documented by the Security Officer.

C. Workforce Responsibility.

1. Workforce members who will move the information systems or associated electronic media containing ePHI will be responsible for the subsequent use of such items and will take all appropriate and reasonable actions to protect them against damage, theft, and unauthorized Access.

2. Workforce members are prohibited from removing equipment from The City of Sheboygan unless explicitly approved by the Security Officer. The data and equipment are The City of Sheboygan’s property and no Workforce member is entitled to it for personal use.

D. Documentation. The City of Sheboygan shall maintain the inventory of information systems in compliance with the Retention of HIPAA Documentation Policy and Procedure.

References	45 C.F.R. § 164.310(d)(2)(iii) – Accountability Retention of HIPAA Documentation Policy and Procedure; Sanction and Discipline Policy and Procedure
Attachments	N/A
Responsible Senior Leaders	Security Officer, City Administrator

Effective Date	November 4, 2024
Review Dates	N/A, to be revised whenever reviewed, even if no changes were made.
Revisions	N/A, to be revised whenever reviewed, even if no changes were made.

XXVI. DEVICE AND MEDIA CONTROLS: DATA BACKUP AND STORAGE

1. PURPOSE

To establish procedures to regularly back up and securely store information available in computing systems and associated electronic media and to regularly test backup and restoration procedures.

2. POLICY

The City of Sheboygan will create a retrievable, exact copy of ePHI, when needed, before movement of equipment to ensure continued operations in the event of a natural disaster, equipment failure, and/or accidental removal of files and will support the need to retrieve archived information.

3. PROCEDURE

- A.** Backup copies of all ePHI on information systems and associated electronic media will be done regularly and will be stored in a secure location as outlined in the Contingency Plan: Data Backup Plan Policy and Procedure.
- B.** Backup and restoration procedures for information systems and associated electronic media will be regularly tested to ensure that they are effective and can be completed within a reasonable amount of time consistent with the Contingency Plan: Data Backup Plan Policy and Procedure.
- C.** Backup media containing ePHI at a remote backup storage site will be given an appropriate level of physical and environmental protection consistent with the standards applied to the protection of ePHI at The City of Sheboygan.
- D.** The retention period for backup of ePHI on information systems is set forth in the Contingency Plan: Data Backup Plan Policy and Procedure.

References	45 C.F.R. § 164.310(d)(2)(iv) – Data Backup and Storage Contingency Plan: Data Backup Plan Policy and Procedure Sanction and Discipline Policy and Procedure
Attachments	N/A
Responsible Senior Leaders	Security Officer, City Administrator
Effective Date	November 4, 2024
Review Dates	N/A, to be revised whenever reviewed, even if no changes were made.
Revisions	N/A, to be updated whenever revisions are made, keeping record of <i>all</i> revision dates.

XXVII. UNIQUE USER IDENTIFICATION

1. PURPOSE

To establish procedures for The City of Sheboygan's information systems that require unique names or identifiers for tracking the identity of Users who Access information systems containing ePHI.

2. POLICY

The City of Sheboygan commits to ensure that only authorized persons are granted Access to and can Access its information systems containing ePHI.

3. PROCEDURE

- A. **User Authentication.** The City of Sheboygan will utilize User authentication mechanisms for Access to information systems.
- B. **Unique User ID.** The City of Sheboygan will assign each Workforce member a unique name and/or number for identifying and tracking User identity. By the assignment of a unique name and/or number, it is the intent of The City of Sheboygan to be able to uniquely identify, monitor, and track a User or Workforce member's Access to networks, systems, and applications and report discrepancies. (See Confidentiality and Information Access Agreement.)
- C. **Privilege Level.** Unique identifiers do not give any indication of the User's privilege level.
- D. **Sharing of User ID.** Workforce members shall not share assigned unique system identifiers or log-in credentials with any other person unless for authorized support purposes.
- E. **Anonymous Access Prohibited.** Anonymous Access, including the use of guest and public accounts, to any The City of Sheboygan-owned information system is prohibited.
- F. **User Name and Password.** Passwords shall correspond to each unique User name and should not be shared.
- G. **Compensating Controls.** When The City of Sheboygan is not able to implement User IDs for specific applications, The City of Sheboygan will implement appropriate compensating controls, such as maintaining a list of personnel with Access to and knowledge of the credentials used to Access the application and changing the "generic" credentials used to Access the specific application whenever a person with knowledge of the credentials transfers to or is no longer employed by The City of Sheboygan.

H. Log-in Management. The City of Sheboygan’s log management tool monitors log-in attempts and discrepancies and the Director of Information Technology timely (daily) monitors the log management tool.

References	45 C.F.R. § 164.312(a)(2)(i) – Unique User Identification Sanction and Discipline Policy and Procedure
Attachments	Confidentiality and Information Access Agreement
Responsible Senior Leaders	Security Officer, City Administrator
Effective Date	November 4, 2024
Review Dates	N/A, to be revised whenever reviewed, even if no changes were made.
Revisions	N/A, to be updated whenever revisions are made, keeping record of <i>all</i> revision dates.

XXVIII. EMERGENCY ACCESS PROCEDURE

1. PURPOSE

To establish procedures for an emergency Access procedure enabling authorized Workforce members to obtain ePHI during an emergency.

2. POLICY

A. The City of Sheboygan's Commitment. The City of Sheboygan commits to having an emergency Access procedure enabling authorized Workforce members to obtain required ePHI during an emergency.

B. Minimum Elements. At a minimum, the procedure will include procedures to:

1. Identify and define manual and automated methods to be used by authorized Workforce members to Access ePHI during an emergency;
2. Identify and define appropriate logging and auditing that must occur when authorized Workforce members Access ePHI during an emergency; and
3. Identify the necessary ePHI that would need to be obtained during an emergency. Such information will be consistent with that identified under The City of Sheboygan's Facility Access Controls: Contingency Operations Policy and Procedure.

3. PROCEDURE

A. Emergency Access Procedure. See Contingency Plan: Disaster Recovery Plan Policy and Procedure and Contingency Plan: Emergency Mode Operations Plan Policy and Procedure for more information regarding The City of Sheboygan's emergency Access procedure.

B. Testing. The City of Sheboygan will test the emergency Access controls to ensure availability and appropriate restrictions. See Contingency Plan: Testing and Revision Procedures Policy and Procedure for The City of Sheboygan's testing process.

C. Records. In the event of emergency, a record will be maintained of systems Accessed.

D. Documentation. The City of Sheboygan shall maintain documentation of its emergency Access procedure consistent with the Retention of HIPAA Documentation Policy and Procedure.

References	45 C.F.R. § 312(a)(2)(ii) – Emergency Access Procedure Facility Access Controls: Contingency Operations Policy and Procedure Contingency Plan: Disaster Recovery Plan Policy and Procedure Contingency Plan: Emergency Mode Operations Plan Policy and Procedure Contingency Plan: Testing and Revision Procedures Policy and Procedure Retention of HIPAA Documentation Policy and Procedure Sanction and Discipline Policy and Procedure
Attachments	N/A
Responsible Senior Leaders	Security Officer, City Administrator
Effective Date	November 4, 2024
Review Dates	N/A, to be revised whenever reviewed, even if no changes were made.
Revisions	N/A, to be updated whenever revisions are made, keeping record of <i>all</i> revision dates.

XXIX. AUTOMATIC LOGOFF

1. PURPOSE

To establish procedures to lock inactive electronic sessions for information systems which contain or Access ePHI.

2. POLICY

The City of Sheboygan commits to implement electronic procedures that terminate an electronic session after a predetermined time of inactivity on information systems that contain ePHI.

3. PROCEDURE

- A. User Initiated Logoff.** All Workforce members will be required to log off or lock their Workstations prior to leaving the Workstation unattended.
- B. Access Termination Period.** Workstations, servers, and other computer systems located in open, common, or otherwise insecure areas that Access, transmit, receive, or store sensitive or restricted information, including ePHI, must employ inactivity timers or automatic logoff mechanisms that terminate a User session after a period of inactivity. The inactivity timer or automatic logoff mechanism should terminate the session after no longer than 15 minutes but shall be set for periods of 30 minutes or less in areas of high traffic or that are easily accessible to the public.
- C. Systems without Automatic Logoff Capacity.** If a system that requires the use of an inactivity timer or automatic logoff mechanism does not support an inactivity timer or automatic logoff mechanism, one of the following procedures must be implemented:
1. The system must be upgraded or moved to support the required inactivity timer or automatic logoff mechanism;
 2. The system must be moved into a secure environment; or
 3. All sensitive or restricted information must be removed and relocated to a system that supports an inactivity timer or automatic logoff mechanism.

References	45 C.F.R. § 164.312(a)(2)(iii) – Automatic Logoff Sanction and Discipline Policy and Procedure
Attachments	N/A
Responsible Senior Leaders	Security Officer, City Administrator
Effective Date	November 4, 2024
Review Dates	N/A, to be revised whenever reviewed, even if no changes were made.
Revisions	N/A, to be updated whenever revisions are made, keeping record of <i>all</i> revision dates.

XXX. ENCRYPTION AND DECRYPTION

1. PURPOSE

To establish procedures to implement mechanisms to encrypt and decrypt ePHI to protect the Confidentiality, Integrity, and Availability of ePHI.

2. POLICY

The City of Sheboygan commits to encrypt ePHI as determined to be necessary through a risk analysis process.

3. PROCEDURE

A. Encryption Based on Risk Analysis.

1. Encryption and decryption may be utilized in combination with other Access controls where indicated by risk analysis.
2. The following factors will be considered in determining the encryption requirement for specific ePHI:
 - a. The sensitivity of the ePHI;
 - b. The risks to the ePHI;
 - c. The expected impact to functionality and work flow if the ePHI is encrypted; and
 - d. Alternative methods available to protect the Confidentiality, Integrity, and Availability of the EPHI.
3. The Security Officer will review the risk analysis report to identify systems that require ePHI to be encrypted.

B. Media Encryption. Media which cannot be protected by other methods of Access control (e.g., passwords) shall utilize encryption and decryption to protect ePHI from unauthorized Disclosure.

C. Encryption Standards. Proven, standard algorithms will be used for encryption technologies. The City of Sheboygan's encryption standards, e.g., encryption mechanisms should support a minimum of 128-bit AES encryption. See Transmission Security Policy and Procedure for The City of Sheboygan's transmission encryption standards.

D. Encryption Testing. The Security Officer will test encryption and decryption capabilities of products and systems to ensure proper functionality. Such testing will be documented in the auditing and monitoring records.

E. Documentation. The City of Sheboygan shall maintain documentation of its encryption standards consistent with the Retention of HIPAA Documentation Policy and Procedure.

References	45 C.F.R. § 164.312(a)(2)(iv) – Encryption and Decryption Transmission Security Policy and Procedure Retention of HIPAA Documentation Policy and Procedure Sanction and Discipline Policy and Procedure
Attachments	N/A
Responsible Senior Leaders	Security Officer, City Administrator
Effective Date	November 4, 2024
Review Dates	N/A, to be revised whenever reviewed, even if no changes were made.
Revisions	N/A, to be updated whenever revisions are made, keeping record of <u>all</u> revision dates.

XXXI. AUDIT CONTROLS

1. PURPOSE

To establish procedures to implement appropriate hardware, software, or procedural mechanisms which record and examine significant activity on information systems that contain or use ePHI and to ensure activities within The City of Sheboygan's information systems that contain or use ePHI are recorded and monitored for signs of tampering/misuse.

2. POLICY

A. The City of Sheboygan's Commitment. The City of Sheboygan commits to implement hardware, software, and/or procedural mechanisms that record and examine activity in information systems that contain or use ePHI.

B. Significant Activity. The City of Sheboygan will record and examine significant activity on its information systems that contain or use ePHI. The City of Sheboygan will identify, define, and document what constitutes "significant activity" on a specific information system. Such activity will include:

1. User Access to ePHI and User account activity;
2. Use of certain software programs or utilities;
3. Use of a privileged account;
4. Computing system anomalies, such as unplanned system shutdown or application errors; or
5. Failed and successful authentication attempts.

C. Audit Mechanisms. Appropriate hardware, software, or procedural auditing mechanisms will be implemented on all systems that contain or use ePHI. At a minimum, such mechanisms have to provide the following information:

1. Date and time of activity;
2. Origin of activity;
3. Identification of User performing activity; and
4. Description of attempted or completed activity.

D. Audit Review Process. The City of Sheboygan will develop and implement a formal process for audit log review. At a minimum, the process will include:

1. Definition of which Workforce members will review records of activity;
2. Definition of what activity is significant;

3. Procedures defining how significant activity will be identified and reported; and
4. Procedures for preserving records of significant activity.

3. PROCEDURE

A. Review of Records of System Activity.

1. The Security Officer and IT Department are responsible for reviewing the records of system activities. Systems that contain ePHI may include Workstations, laptops, servers, personal data assistants, other computing systems and electronic media.
2. When possible, Workforce members will not review audit logs that pertain to their own system activity.
3. Workforce members will not have the ability to alter or delete log entries that pertain to their own system activity. If it is not possible to limit this access, management will ensure that appropriate compensating controls are documented and implemented.
4. The Security Officer or designee will notify Workforce members that their activities are monitored by an audit trail.

B. SIEM Product. The City of Sheboygan has adopted a Security Information and Event Management (“SIEM”) product to assist in the auditing and collection of various security logs. Those systems containing ePHI that are not included in the SIEM product are audited manually. The audit logs provide the Security Officer with a chronological trail of computer events that gives information about an operating system, an application, or User Access. The audit trail will be used to monitor computer activity to assist in determining:

1. Whether a Security Incident has occurred;
2. Whether there is an indication of unauthorized Access;
3. Whether there is unusual Workforce member Access; and
4. Whether there is unusual activity that requires further investigation.

C. Activities Identified with Audit Log Review. The following activities may be identified through review of audit logs:

1. Users Accessing more information than they are authorized to Access;
2. Prolonged log-in;
3. Prolonged logoff;

- 4. Sharing of passwords by identifying the same password on more than one Workstation;
- 5. A User ID logging into the system at an unusual Workstation site (see Unique User Identification Policy and Procedure);
- 6. Access that is inappropriate for the User assigned to the User ID (see Unique User Identification Policy and Procedure);
- 7. Downloading of files or Accessing information that is inappropriate for The City of Sheboygan business environment or assigned job functions; and
- 8. Running programs that interfere with the efficiency of the system.

D. Logged Activity. The following are examples of logged activity in information systems:

- 1. User access log;
- 2. User activity log;
- 3. Administrator access log;
- 4. Administration activity log;
- 5. Facility access log; and
- 6. Data backup log.

E. Documentation.

- 1. When possible, audit trails will be stored on a separate service to maintain the Confidentiality of the audit trail.
- 2. The audit trails will be accessible only to the Security Officer. The City of Sheboygan has the ability to document tracking at the application level, computer level, computer network level, or server-based activity (User and file folder).

References	45 C.F.R. § 164.312(b) – Audit Controls Unique User Identification Policy and Procedure Sanction and Discipline Policy and Procedure
Attachments	N/A
Responsible Senior Leaders	Security Officer, City Administrator
Effective Date	November 4, 2024
Review Dates	N/A, to be revised whenever reviewed, even if no changes were made.
Revisions	N/A, to be updated whenever revisions are made, keeping record of <i>all</i> revision dates.

XXXII. MECHANISM TO AUTHENTICATE ePHI

1. PURPOSE

To establish procedures to implement appropriate electronic mechanisms to confirm that ePHI contained on The City of Sheboygan’s computing systems has not been altered or destroyed in an unauthorized manner.

2. POLICY

The City of Sheboygan commits to implement appropriate electronic mechanisms to corroborate that ePHI has not been altered or destroyed in an unauthorized manner.

3. PROCEDURE

A. Mechanism to Authenticate ePHI. Electronic mechanisms used to protect the Integrity of ePHI contained on The City of Sheboygan’s computing systems are implemented to ensure the value and state of the ePHI are maintained, and data is protected from unauthorized modification and destruction. Such mechanisms will also be capable of detecting unauthorized alteration or destruction of ePHI. Such mechanisms will include, but are not limited to:

- 1. System memory, hard drives, and other data storage devices with error-detection capabilities;
- 2. File and data checksums;
- 3. Encryption.

References	45 C.F.R. § 164.312(c)(2) – Mechanism to Authenticate ePHI Sanction and Discipline Policy and Procedure
Attachments	N/A
Responsible Senior Leaders	Security Officer, City Administrator
Effective Date	November 4, 2024
Review Dates	N/A, to be revised whenever reviewed, even if no changes were made.
Revisions	N/A, to be updated whenever revisions are made, keeping record of <i>all</i> revision dates.

XXXIII. PERSON OR ENTITY AUTHENTICATION

1. PURPOSE

To establish procedures for authenticating all persons or entities seeking Access to The City of Sheboygan's ePHI before Access is granted. Authentication is done through an appropriate and reasonable system(s) so that only properly authorized persons or entities can Access ePHI.

2. POLICY

The City of Sheboygan will make a reasonable effort to verify that a person or entity seeking Access to ePHI is who they claim to be and is appropriately authenticated before Access is granted.

3. PROCEDURE

A. Internal Person or Entity Authentication. The City of Sheboygan will ensure Workforce member authentication via the assignment of User ID and password requirements. (See Unique User Identification Policy and Procedure and Password Management Policy and Procedure.)

B. External Person or Entity Authentication. The following procedures are to be utilized for authenticating all Users (persons or entities, as appropriate) requesting Access to PHI:

1. Physical Access. The City of Sheboygan will utilize a sign-in sheet for verification of identification at the front door for visitors/vendors that may need Access to the network or any applications that may contain ePHI.

2. Information System Access.

a. All persons or entities that need to Access PHI will be first authorized to Access that data before having an account established on any information system.

b. Whenever a person or entity is authorized to Access such information, only the Minimum Necessary information required to perform their designated function is to be authorized for Access. (See Minimum Necessary Requirements Policy and Procedure.)

C. Authentication Mechanisms. Authentication mechanisms may include, as appropriate, but are not limited to, the following:

1. User name and password;

2. Biometrics;

- 3. Challenge and response mechanisms;
- 4. Secure identification cards;
- 5. Sample text.

References	45 C.F.R. § 164.312(d) – Person or Entity Authentication Unique User Identification Policy and Procedure Password Management Policy and Procedure Minimum Necessary Requirements Policy and Procedure Sanction and Discipline Policy and Procedure
Attachments	N/A
Responsible Senior Leaders	Security Officer, City Administrator
Effective Date	November 4, 2024
Review Dates	N/A, to be revised whenever reviewed, even if no changes were made.
Revisions	N/A, to be updated whenever revisions are made, keeping record of <i>all</i> revision dates.

XXXIV. INTEGRITY CONTROLS

1. PURPOSE

To establish procedures for implementing appropriate Integrity controls to protect the Confidentiality, Integrity, and Availability of The City of Sheboygan's ePHI transmitted over electronic communications networks to ensure the value and state of all transmitted ePHI are maintained and data is protected from unauthorized modifications.

2. POLICY

A. The City of Sheboygan's Commitment. The City of Sheboygan commits to using appropriate Integrity controls to protect the Confidentiality, Integrity, and Availability of The City of Sheboygan's ePHI transmitted over electronic communications networks. The City of Sheboygan also utilizes various methods to protect ePHI from improper and/or unauthorized alteration or destruction and validates that this has not happened until properly disposed of according to the Device and Media Controls: Disposal Policy and Procedure.

B. Integrity Controls. Integrity controls may include, but are not limited to:

1. Encryption;
2. Checksums;
3. Point-to-point communications, such as Virtual Private Networks (VPN); and
4. Switched networks.

3. PROCEDURE

A. Determination of Integrity Controls. The City of Sheboygan uses Integrity controls that are reasonable and appropriate to protect the Confidentiality, Integrity, and Availability of The City of Sheboygan's ePHI transmitted over electronic communications networks. The appropriateness of controls is based upon the sensitivity of and risks to ePHI.

B. Integrity Controls. The City of Sheboygan will utilize the following reasonable methods to ensure data Integrity:

1. Users, during the regular course of their job responsibilities, are required to check for and report any errors or potential errors of ePHI identified in information systems to the Security Officer.
2. Physical Safeguards and Technical Safeguards are in place to prevent unauthorized Access to Workstations and information systems as described in this HIPAA Policies and Procedures Manual. (See, e.g., Information

Access Management Policy and Procedure; Access Establishment, Modification, and Review Policy and Procedure; Log-In Monitoring Policy and Procedure; Facility Access Controls: Contingency Operations Policy and Procedure; Facility Access Controls: Security Plan Policy and Procedure; Facility Access Controls: Access Control and Validation Policy and Procedure; Unique User Identification Policy and Procedure; Password Management Policy and Procedure; Computer Terminals/Workstations Policy and Procedure; Workstation Use Policy and Procedure; Workstation Security Policy and Procedure; Automatic Logoff Policy and Procedure; Encryption and Decryption Policy and Procedure; Person or Entity Authentication Policy and Procedure.)

3. Audit trails on information systems and Workstations are in place to identify all changes made to ePHI as described in the Audit Controls Policy and Procedure.
4. Backup external hard drives are used to restore any possible data loss. (See Contingency Plan: Data Backup Plan Policy and Procedure.)
5. The Security Officer ensures that information systems are tested for accuracy and functionality before using them in the live environment. In addition, before integrating ePHI from one information system to another, the data is validated. (See System Build/Change Control Policy and Procedure.)
6. While completing a risk analysis, The City of Sheboygan considers various risks to the Integrity of ePHI and identifies security measures to reduce risks. (See Risk Analysis and Risk Management Policy and Procedure.)
7. Encryption and other mechanisms to secure information are utilized to prevent transmission errors and unauthorized Access to PHI. (See Transmission Security Policy and Procedure.)
8. The City of Sheboygan uses software products that indicate corrected or improved versions.
 - a. All systems have currently been programmed to receive automatic Windows updates.
 - b. Where appropriate, a system update server/patch management server has been implemented to automatically update systems to the most recent version.
9. Antivirus software, or other programs designed to identify malicious software, are installed and updated. (See Protection from Malicious Software Policy and Procedure.)

References	<p>45 C.F.R. § 164.312(c)(1) – Integrity Device and Media Controls: Disposal Policy and Procedure Information Access Management Policy and Procedure Access Establishment, Modification, and Review Policy and Procedure Log-In Monitoring Policy and Procedure Facility Access Controls: Contingency Operations Policy and Procedure Facility Access Controls: Security Plan Policy and Procedure Facility Access Controls: Access Control and Validation Policy and Procedure Unique User Identification Policy and Procedure Password Management Policy and Procedure Computer Terminals/Workstations Policy and Procedure Workstation Use Policy and Procedure Workstation Security Policy and Procedure Automatic Logoff Policy and Procedure Encryption and Decryption Policy and Procedure Person or Entity Authentication Policy and Procedure Contingency Plan: Data Backup Plan Policy and Procedure Audit Controls Policy and Procedure System Build/Change Control Policy and Procedure Risk Analysis and Risk Management Policy and Procedure Transmission Security Policy and Procedure Protection from Malicious Software Policy and Procedure Sanction and Discipline Policy and Procedure</p>
Attachments	N/A
Responsible Senior Leaders	Security Officer, City Administrator
Effective Date	November 4, 2024
Review Dates	N/A, to be revised whenever reviewed, even if no changes were made.
Revisions	N/A, to be updated whenever revisions are made, keeping record of <u>all</u> revision dates.

XXXV. TRANSMISSION SECURITY

1. PURPOSE

To establish procedures for implementing security measures which will ensure that electronically transmitted ePHI is not improperly modified without detection until disposed of and to establish procedures for appropriate encryption of PHI transmitted through electronic communication networks.

2. POLICY

A. Encryption. The City of Sheboygan will make a reasonable effort to guard against unauthorized Access to ePHI transmitted over an electronic communications network to prevent interception, redirection, and/or modification of information transmitted by/to The City of Sheboygan over an electronic communications network. The following factors will be considered in determining whether encryption must be used when sending specific ePHI over an electronic communications network:

1. The sensitivity of the ePHI;
2. The risks to the ePHI;
3. The expected impact to functionality and workflow if the ePHI is encrypted; and
4. Alternative methods available to protect the Confidentiality, Integrity, and Availability of the ePHI.

(See Encryption and Decryption Policy and Procedure.)

B. Transmission. The City of Sheboygan commits to ensure that only authorized persons are granted Access and can Access ePHI transmitted over an electronic communications network.

3. PROCEDURE

A. Encryption. Any ePHI transmitted inbound/outbound from The City of Sheboygan is appropriately encrypted.

1. Secure tunnel – password protected.
2. Traffic between sites is not permitted.
3. All information with ePHI is encrypted.

B. Internal ePHI Transmission. Workforce members e-mailing ePHI, including any link to ePHI, within The City of Sheboygan shall:

1. Ensure the e-mail is correctly addressed;
2. Ensure any attachments are appropriate for the addressee;
3. Add the encryption trigger “Confidential: Contains PHI” to the e-mail subject line; and
4. Click “Encrypt and Send” from the Outlook e-mail window.

C. External ePHI Transmission. To appropriately guard against unauthorized Access to or modification of ePHI that is being transmitted from The City of Sheboygan’s network to an outside network, the following procedures are utilized:

1. All transmissions of ePHI from The City of Sheboygan’s network to a network outside of the organization will utilize an encryption mechanism between the sending and receiving entities or the file, document, or folder containing ePHI will be encrypted before transmission;
2. The receiving person or entity will be authenticated prior to transmitting ePHI through electronic transmission networks (see Person or Entity Authentication Policy and Procedure);
3. All transmission of ePHI from The City of Sheboygan’s network to a network outside will include only the Minimum Necessary amount of PHI; and

D. ePHI Transmission Using Electronic Removable Media. When transmitting ePHI via removable media, including, but not limited to, floppy disks, CD-ROM, memory cards, magnetic tape, removable hard drives, etc., the sending party must:

1. Use an encryption mechanism to protect against unauthorized Access or modification;
2. Authenticate the person or entity requesting ePHI (see Person or Entity Authentication Policy and Procedure); and
3. Send the Minimum Necessary amount of ePHI required by the receiving person or entity. (See Minimum Necessary Requirements Policy and Procedure.)

E. ePHI Transmissions Using Wireless LANs and Devices. The transmission of ePHI over a wireless network within The City of Sheboygan’s networks is permitted if the following conditions are met:

1. The local wireless network is utilizing an authentication mechanism to ensure that wireless devices connecting to the wireless network are authorized;

2. The local wireless network is utilizing an encryption mechanism for all transmissions over the aforementioned wireless network; and
3. If transmitting ePHI over a wireless network that is not utilizing an authentication and encryption mechanism, the ePHI must be encrypted before transmission.

F. Receipt of ePHI. Workforce members will request that any ePHI being sent to The City of Sheboygan will be sent in a password-protected and/or encrypted file. Workforce members will ask that the password be sent in a separate e-mail. Files that are unable to be decrypted will be handled on a case-by-case basis.

G. Workforce Responsibility. When transmitting ePHI electronically, regardless of the transmission system being used, all Workforce members must take reasonable precautions to ensure that the receiving party is who they claim to be and has a legitimate need for the ePHI requested.

References	45 C.F.R. § 164.312(e)(1) – Transmission Security 45 C.F.R. § 164.312(e)(2)(i) – Integrity Controls 45 C.F.R. § 164.312(e)(2)(ii) – Encryption Person or Entity Authentication Policy and Procedure Encryption and Decryption Policy and Procedure Minimum Necessary Requirements Policy and Procedure Sanction and Discipline Policy and Procedure
Attachments	N/A
Responsible Senior Leaders	Security Officer, City Administrator
Effective Date	November 4, 2024
Review Dates	N/A, to be revised whenever reviewed, even if no changes were made.
Revisions	N/A, to be updated whenever revisions are made, keeping record of <i>all</i> revision dates.

XXXVI. STORAGE OF DOCUMENTS

1. PURPOSE

To establish procedures to store documents containing PHI from unauthorized Access.

2. POLICY

The City of Sheboygan commits that physical storage of documents containing PHI will be done so that they are protected from unauthorized Access, whether inadvertent or otherwise.

3. PROCEDURE

A. Storage of Documents. Documents containing PHI shall be stored in locked file cabinets separate from other documents (e.g., personnel files) to which authorized individuals may appropriately have Access. The file cabinets shall be located in a secure location.

B. Access Limitation. Authorized Workforce members are granted Access to specific information. Such Access is limited to specific, denied, documented, and approved applications and level of Access rights.

C. File Cabinets. Authorized Workforce members may not leave file cabinets containing PHI documents unlocked or unattended for long periods of time (e.g., breaks, lunch, meetings, etc.). File cabinets must be locked at the end of the work shift. Authorized staff will not:

1. Provide the key of any file cabinet containing PHI documents to other Workforce members or third parties; and
2. Allow other Workforce members or third parties Access to such file cabinets.

References	45 C.F.R. § 164.530 – Administrative Requirements Sanction and Discipline Policy and Procedure
Attachments	N/A
Responsible Senior Leaders	Security Officer, City Administrator
Effective Date	November 4, 2024
Review Dates	N/A, to be revised whenever reviewed, even if no changes were made.
Revisions	N/A, to be updated whenever revisions are made, keeping record of <i>all</i> revision dates.

XXXVII. DE-IDENTIFICATION OF PHI

1. PURPOSE

To establish the process of de-identifying PHI in accordance with HIPAA and guidance issued by HHS so that the information will no longer be considered PHI.

Also, to establish process for removing certain identifying information from PHI in order to create a Limited Data Set that may be Disclosed for Research, public health, or Health Care Operations purposes with the recipient of the Limited Data Set entering into a Data Use Agreement with the Covered Entity that restricts the way in which the Limited Data Set can be Used and Disclosed.

2. POLICY

Whenever possible, The City of Sheboygan shall Use and Disclose De-identified Health Information rather than PHI. The City of Sheboygan commits to de-identification of PHI, when appropriate, in accordance with HIPAA and guidance issued by HHS.

3. PROCEDURE

A. Creation of De-identified Data. The City of Sheboygan may Use PHI to create De-identified Data, in compliance with this Policy and the HIPAA Rules regarding creation of De-identified Data.

B. De-Identification Methods. The City of Sheboygan will use one of two methods for de-identification of PHI:

1. Statistician Determination. A biostatistician with appropriate knowledge and experience in applying generally accepted statistical and scientific principles and methods for making information not individually identifiable determines that the risk is very small that the information could be Used (either by itself, or in combination with other available information) by anticipated recipients to identify an Individual.
 - a. If this method of de-identification is used, the analytical methods used and results of the analysis must be documented and documentation must be retained.
2. Removing Identifiers. All of the following identifiers of the Individual or of the relatives, employers, or household members of the Individual are removed:
 - a. Names;
 - b. Geographic subdivision, such as street address, city, county, and zip code;

- c. The geographic unit formed by combining all zip codes with the same three initial digits contains more than 20,000 people, and, if it has fewer than 20,000 people, the zip code is changed to 000 (example, for the zip code 73069, all areas using the zip code beginning with 730 have more than 20,000 in the aggregate);
- d. All elements of dates (except year) for dates directly related to the Individual, including birth date, admission date, discharge date, date of death; all ages over 89; and all elements of dates (including year) indicative of such age;
- e. Telephone numbers;
- f. Fax numbers;
- g. E-mail addresses;
- h. Social Security Numbers;
- i. Medical record numbers;
- j. Health Plan beneficiary numbers;
- k. Account numbers;
- l. Certificate/license numbers;
- m. Vehicle identifiers, serial numbers, license plate numbers;
- n. Device identifiers and serial numbers;
- o. Web Universal Resource Locators (URLs);
- p. Internet Protocol (IP) address numbers;
- q. Biometric identifiers, including fingerprints and voiceprints;
- r. Full face photographic images and other comparable images; and
- s. All other unique identifying numbers, characteristics, or codes.

Once all elements are removed, The City of Sheboygan must confirm that it has no actual knowledge that the residual information can be used to identify the Individual.

It is the responsibility of The City of Sheboygan to ensure that all identifiers are removed in accordance with these requirements.

C. Re-Identification. The City of Sheboygan may assign a code that would allow the De-identified Data to be re-identified as long as the code is not derived from or related to information about the Individual and is not otherwise capable of being translated so as to identify the Individual.

1. The City of Sheboygan will not Use or Disclose the code or any other means of record identification for any other purpose and must not Disclose the mechanism for re-identification.
2. Whenever possible, the code will be encrypted and maintained securely. Under no circumstances will The City of Sheboygan maintain the code on the same server as the De-Identified Health Information.
3. If De-identified Data is re-identified, such re-identified information is PHI and may be Used and Disclosed only as permitted or required by HIPAA and The City of Sheboygan’s HIPAA Policies and Procedures Manual.

References	45 C.F.R. § 164.502(d) – Uses and Disclosures of De-Identified Protected Health Information 45 C.F.R. §§ 164.514(a)-(b) – De-Identification of PHI 45 C.F.R. § 164.530 – Administrative Requirements Sanction and Discipline Policy and Procedure
Attachments	N/A
Responsible Senior Leaders	Security Officer, City Administrator
Effective Date	November 4, 2024
Review Dates	N/A, to be revised whenever reviewed, even if no changes were made.
Revisions	N/A, to be updated whenever revisions are made, keeping record of <i>all</i> revision dates.

XXXVIII. MAIL: INTERNAL AND EXTERNAL

1. PURPOSE

To establish procedure guidelines for safeguarding PHI from inappropriate Use or Disclosure of PHI when mailing such information.

2. POLICY

The City of Sheboygan utilizes both internal and external mail (i.e., postal service and delivery services) to deliver data on a routine basis. The City of Sheboygan will provide physical and procedural Safeguards to minimize the possibility of unauthorized observation or Access to PHI during the mailing of data.

3. PROCEDURE

- A. Addresses.** The person sending mail containing PHI will double-check the accuracy of the mail address of the addressee before sending the mail.
- B. Envelopes.** When PHI is mailed (internal or external), no PHI shall be included on the envelope, nor shall it be visible through the envelope, including any window in the envelope. With respect to internal mail, only the recipient’s name shall be indicated on the envelope.
- C. Secure Envelopes.** When PHI is mailed (internal or external), it should be mailed in a sealed envelope or an envelope that may be securely closed, and it should not be provided to unauthorized staff or third parties (e.g., mail room staff) until properly sealed or closed. To the extent it is impractical to place it in a secure envelope, interoffice mail may be transmitted without an envelope, provided that the first page of the mail does not contain PHI (i.e., a cover page is used or the first page is turned over) and PHI is not otherwise visible.
- D. Mail Recipient.** Only authorized Workforce members shall open mail that is received (internal or external mail source) when it is likely the mail contains PHI. To the extent mail is received in an envelope that is not addressed to a specific person, when it is unclear that it is from the subject of PHI, or when it is unclear whether it may contain PHI, the mail may be opened by unauthorized staff, provided that person opening the envelope reviews the least amount of contents needed to determine to whom the mail is addressed and/or that it contains PHI, at which time the mail should be delivered to the appropriate person.

References	45 C.F.R. § 164.530 – Administrative Requirements Sanction and Discipline Policy and Procedure
Attachments	N/A
Responsible Senior Leaders	Security Officer, City Administrator
Effective Date	November 4, 2024
Review Dates	N/A, to be revised whenever reviewed, even if no changes were made.
Revisions	N/A, to be updated whenever revisions are made, keeping record of <i>all</i> revision dates.

XXXIX. COPY MACHINES

1. PURPOSE

To establish and implement Physical Safeguards and Administrative Safeguards to minimize the possibility of unauthorized Access to PHI during copying of data.

2. POLICY

- A. The City of Sheboygan utilizes copy machines to copy data on a routine basis. The City of Sheboygan also occasionally utilizes third-party copy services to copy data. The City of Sheboygan will use Physical Safeguards and Administrative Safeguards to minimize the possibility of unauthorized observation or Access to PHI during the copying of data.
- B. This Policy outlines the required elements for a secure location of a copy machine and establishes guidelines for how The City of Sheboygan will reasonably safeguard PHI during copying to limit incidental or accidental Use or Disclosure of PHI.

3. PROCEDURE

- A. **Location.** Copy machines used to copy PHI shall be placed in a secure location. If possible, copy machines used to copy PHI will not be used regularly for other purposes.
- B. **Removal of Original Documents.** After copying any document containing PHI, the person making the copies will double-check to confirm that no original documents containing PHI are left on or at the copy machine.
- C. **Removal of PHI Document Copies.** After copying any document containing PHI, the person making the copies will double-check to confirm that none of the copies containing PHI are left on or at the copy machine.
- D. **Erase Memory.**
 - 1. If the copy machine is equipped with storage memory that allows the re-printing of a document previously copied, the person making the copies of documents containing PHI will delete the memory and double-check that the memory has been deleted prior to leaving the copy machine.
 - 2. The Security Officer or his/her designee will delete the memory of all copy machines used to copy PHI when decommissioned.
- E. **Destruction of Copies.** In the event a copy containing PHI is unusable, it is to be destroyed consistent with The City of Sheboygan's Destruction/Disposal of PHI Policy and Procedure. The person making the copy will destroy the copy, regardless of whether it is legible.

- F. Unattended Copying.** In no instance shall the person making copies of documents containing PHI leave the copier unattended while copies are being made.

- G. Outsourcing.** Prior to providing documents/data containing PHI to any such copy service for copying, the copy service must sign a business associate agreement with The City of Sheboygan consistent with The City of Sheboygan’s Business Associate Agreements Policy and Procedure. Additionally, the mail policy shall be followed with respect to delivering the original documents/data to the copy service.

References	45 C.F.R. § 164.530 – Administrative Requirements Destruction/Disposal of PHI Policy and Procedure Business Associates and Business Associate Agreements Policy and Procedure Sanction and Discipline Policy and Procedure
Attachments	N/A
Responsible Senior Leaders	Security Officer, City Administrator
Effective Date	November 4, 2024
Review Dates	N/A, to be revised whenever reviewed, even if no changes were made.
Revisions	N/A, to be updated whenever revisions are made, keeping record of <u>all</u> revision dates.

XL. E-MAIL

1. PURPOSE

To establish procedures for sending e-mails containing PHI in a secured manner as per HIPAA.

2. POLICY

The City of Sheboygan utilizes electronic mail (e-mail) in transmitting PHI electronically. Established security measures must be followed by all Workforce members who have the authority to transmit PHI electronically.

3. PROCEDURE

A. Authorized User. Authorized User is defined as a person who has:

1. Been assigned a User ID (see Unique User Identification Policy and Procedure); and
2. The authority to read, enter, or update information created or transmitted by The City of Sheboygan.

B. Personal Use.

C. Improper Use. Improper use of e-mail and internet services is strictly prohibited. Examples of such improper use include, but are not limited to:

1. Sending/forwarding harassing, insulting, defamatory, obscene, offending or threatening messages;
2. Gambling, surfing, or downloading pornography;
3. Downloading or sending PHI without proper authorization;
4. Copying or transmission of any document software or other information protected by copyright and/or patent law, without proper authorization;
5. Transmission of highly sensitive or confidential information (e.g., HIV status, mental illness, chemical dependency, workers' compensation claims, etc.);
6. Obtaining access to files or communication of others without proper authorization;
7. Attempting unauthorized Access to Individual or The City of Sheboygan data;

8. Attempting to breach any security measure on any The City of Sheboygan electronic communication system(s);
9. Attempting to intercept any electronic communication transmission without proper authorization;
10. Misrepresenting, obscuring, suppressing, or replacing an authorized User's identity;
11. Using e-mail addresses for Marketing purposes without permission from Security Officer and the Privacy Officer;
12. Using e-mail system for solicitation of funds, political messages, or any other illegal activities; and
13. Releasing of passwords and User IDs.

- D. E-mails are Property of The City of Sheboygan.** E-mails originated or received into The City of Sheboygan e-mail system are considered to be the property of The City of Sheboygan and, therefore, are subject to the review and monitoring of the Privacy Officer and/or Security Officer or designee. The City of Sheboygan reserves the right to access employee e-mail (whether present or not) for the purposes of ensuring the protection or Confidentiality of Individual or The City of Sheboygan information.
- E. Inadvertent Access.** During routine maintenance, upgrades, problem resolution, etc., information systems technician(s) may inadvertently Access User e-mail communications. Such staff, when carrying out their assignments, will not intentionally read or disclose content of e-mail unless such data is found to be in violation of The City of Sheboygan's HIPAA Policies and Procedures Manual.
- F. Protection of Information.** Users of the e-mail system must ensure that all information forwarded, distributed, or printed is protected according to The City of Sheboygan's HIPAA Policies and Procedures Manual.
- G. E-mail Response.** When an e-mail message containing PHI is received, any reply or response to that message (i.e., an acknowledgement of receipt of the message) should not include the PHI received whenever possible. E-mail systems often automatically include the sender's e-mail message when a reply is made. When the original message includes PHI, the original message should be manually removed from the reply prior to sending any reply whenever possible.
- H. E-mail Forward.** When an e-mail message containing PHI is received, any forward of that message (whether internal or external) should not include the PHI received whenever possible. E-mail systems automatically include the sender's e-mail message when a forward is made. When the original message includes PHI, the PHI in the original message should be manually removed from the forward prior to sending any forward whenever possible.

- I. **Individual’s Request for Plain E-Mail.** An Individual or his/her representative has the right to request that such Individual or his/her representative communicate with The City of Sheboygan using unencrypted, unsecured e-mail or other technology that may be in use at The City of Sheboygan. If an e-mail with unencrypted PHI is received from an Individual or his/her representative, or if such Individual or his/her representative requests to use plain e-mail, The City of Sheboygan must explain that plain e-mail is not secure and obtain consent to use insecure technology at the request of the Individual. Any consents should be documented, and any PHI in unencrypted e-mail should be minimized to reduce any impacts of possible exposure.

- J. **Archiving E-mails.** E-mail messages may not be maintained or archived for more than 30 days, unless otherwise approved by the Privacy Officer. Information that should be retained longer than 30 days for purposes of medical records or compliance must be archived with the approval of the Privacy Officer.

References	45 C.F.R. § 164.530 – Administrative Requirements Unique User Identification Policy and Procedure Sanction and Discipline Policy and Procedure
Attachments	N/A
Responsible Senior Leaders	Security Officer, City Administrator
Effective Date	November 4, 2024
Review Dates	N/A, to be revised whenever reviewed, even if no changes were made.
Revisions	N/A, to be updated whenever revisions are made, keeping record of <i>all</i> revision dates.

XLII. MOBILE DEVICES: OWNED BY THE CITY OF SHEBOYGAN

1. PURPOSE

To provide guidance for the security of Mobile Devices owned by The City of Sheboygan.

2. DEFINITIONS

For the purpose of this Policy, “Mobile Device(s)” include all electronic computing and communications devices that may be readily carried by an individual and is capable of receiving, processing, or transmitting digital information – whether directly through download or upload, text entry, photograph, or video – from any data source – whether through wireless, network, or direct connection to a computer, other portable device, or any equipment capable of recording, storing, or transmitting digital information (e.g., smartphones, digital music players, hand-held computers, tablet computers, laptop computers, and personal digital assistants).

3. POLICY

The City of Sheboygan commits to using reasonable methods to protect the security of The City of Sheboygan-owned Mobile Devices.

4. PROCEDURE

A. Authorization to Use Mobile Devices.

1. No Mobile Device may be used for any purpose or activity involving PHI without prior registration of the Mobile Device and written authorization by the Security Officer. Authorization will be given only for use of Mobile Devices that the IT Department has confirmed have been configured so that the Mobile Devices comply with this Policy.
2. Authorization to use a Mobile Device may be suspended or terminated at any time:
 - a. If the User fails or refuses to comply with this Policy;
 - b. In order to avoid, prevent or mitigate the consequences of a violation of this Policy;
 - c. In connection with the investigation of a suspected or actual Breach, Security Incident, or violation of The City of Sheboygan’s HIPAA Policies and Procedures Manual or other applicable policies and procedures;
 - d. In order to protect Individual life, health, privacy, reputational or financial interests;

- e. In order to protect any assets, information, reputational or financial interests of The City of Sheboygan;
 - f. Upon request of the supervisor or head of the department in which the User works; or
 - g. Upon the direction of the Security Officer.
3. Authorization to use a Mobile Device terminates:
- a. Automatically upon the termination of a User's status as a member of The City of Sheboygan's Workforce;
 - b. Upon a change in the User's role as a member of The City of Sheboygan's Workforce, unless continued authorization is requested by the supervisor or head of the department in which the User works; and
 - c. If it is determined that the User violated this Policy or any other The City of Sheboygan policy or procedure, in accordance with The City of Sheboygan's Sanction and Discipline Policy and Procedure.
4. The use of a Mobile Device without authorization, while authorization is suspended, or after authorization has been terminated is a violation of this Policy.

B. Security Guidelines. In order to protect The City of Sheboygan Mobile Devices from unintended or intended exposure of PHI, The City of Sheboygan and Workforce members will adhere to the following Mobile Device security guidelines:

- 1. The City of Sheboygan's Workforce members using Mobile Devices shall consider the sensitivity of the information, including PHI that may be Accessed and minimize the possibility of unauthorized Access;
- 2. Only authorized personnel will have physical access to The City of Sheboygan Mobile Devices;
- 3. Mobile device management software ("MDM") will be installed on all The City of Sheboygan Mobile Devices. MDM software must be capable of, at a minimum, encryption tracking, remote wiping, and enforcing device-level password security;
- 4. Device encryption will be required on all The City of Sheboygan Mobile Devices;
- 5. Device passwords will be required on all The City of Sheboygan Mobile Devices;

6. Device passwords will be changed on a regular basis;
7. Automatic remote wiping after 10 failed log-ins will be enforced on the Mobile Device for those Mobile Devices that support it;
8. The City of Sheboygan Mobile Device users will comply with all applicable password policies and procedures (see Password Management Policy and Procedure);
9. All The City of Sheboygan Mobile Devices are to be used for authorized business purposes only;
10. Software installations must be approved by the IT Department and performed by IT Department. File sharing applications will not be installed on Mobile Devices;
11. Under no circumstances will The City of Sheboygan confidential information be stored on a The City of Sheboygan Mobile Device;
12. Mobile Devices should not be used to Access or transmit PHI on a public wireless network unless the User uses secure, encrypted connections;
13. To avoid physical damage to a Mobile Device due to accidental spills, all food and drink should be kept at a safe distance;
14. The City of Sheboygan Mobile Devices that are to be removed from production permanently to be sold or recycled will be reset to factory settings and removable media destroyed (see Device and Media Controls: Disposal Policy and Procedure and Device and Media Controls: Media Re-Use Policy and Procedure); and
15. The loss or theft of any The City of Sheboygan Mobile Device must be reported to IT Department immediately.

C. Personal Use of Mobile Devices. All information on a Mobile Device, including personal information about or entered by the User, may be subject to audit or evidentiary review as provided in this Policy. Any such personal information may be used or disclosed by The City of Sheboygan to the extent it deems reasonably necessary:

1. In order to avoid, prevent or mitigate the consequences of a violation of this Policy;
2. In connection with the investigation of a potential or actual Breach, Security Incident, or violation of The City of Sheboygan policies and procedures;
3. In order to protect the life, health, privacy, reputational or financial interests of any Individual;

4. To protect any assets, information, reputational or financial interests of The City of Sheboygan;
5. For purposes of determining sanctions against the User or any other member of The City of Sheboygan’s Workforce pursuant to the Sanction and Discipline Policy and Procedure;
6. For purposes of litigation involving the User or The City of Sheboygan; and
7. If Required by Law.

D. Audit of Mobile Devices. Upon request by the IT Department or the Security Officer, at his/her/its sole discretion at any time, any Mobile Device may be subject to audit to ensure compliance with this and other The City of Sheboygan policies. Any User receiving such a request shall transfer possession of the Mobile Device to the IT Department at once, unless a later transfer date and time is indicated in the request, and shall not delete or modify any information subject to this Policy which is stored on the Mobile Device after receiving the request.

References	45 C.F.R. § 164.530 – Administrative Requirements NIST Special Publication 1800 – Mobile Device Security HHS Guidance on Mobile Device and Health Information Privacy and Security, available at: https://www.healthit.gov/providers-professionals/your-mobile-device-and-health-information-privacy-and-security Password Management Policy and Procedure Device and Media Controls: Disposal Policy and Procedure Device and Media Controls: Media Re-Use Policy and Procedure Sanction and Discipline Policy and Procedure
Attachments	N/A
Responsible Senior Leaders	Security Officer, City Administrator
Effective Date	November 4, 2024
Review Dates	to be revised whenever reviewed, even if no changes were made.
Revisions	to be updated whenever revisions are made, keeping record of <i>all</i> revision dates.

XLIII. MOBILE DEVICES: WORKFORCE-OWNED (BYOD)

1. PURPOSE

To provide guidance for the security of Workforce-owned Mobile Devices when the Mobile Device is used to Access e-mail or any PHI supplied by The City of Sheboygan.

2. DEFINITIONS

For the purpose of this Policy, “Mobile Device(s)” include all electronic computing and communications devices that: (1) are owned by Workforce member(s); (2) may be used to Access e-mail or any PHI supplied by The City of Sheboygan; and (3) may be readily carried by an individual and is capable of receiving, processing, or transmitting digital information – whether directly through download or upload, text entry, photograph, or video – from any data source – whether through wireless, network, or direct connection to a computer, other portable device, or any equipment capable of recording, storing, or transmitting digital information (e.g., smartphones, digital music players, hand-held computers, tablet computers, laptop computers, and personal digital assistants).

3. POLICY

The City of Sheboygan commits to using reasonable methods to protect the security of Workforce-owned Mobile Devices used to Access e-mail or any PHI supplied by The City of Sheboygan.

4. PROCEDURE

A. Authorization to Use Mobile Devices to Access E-mail or Any PHI Supplied by The City of Sheboygan.

1. No Workforce member may use a Mobile Device to Access e-mail or any PHI supplied by The City of Sheboygan without written authorization by the IT Department, Security Officer or his/her designee. Authorization will be given only for use of Mobile Devices that the IT Department has confirmed have been configured so that the Mobile Devices comply with this Policy.
2. Authorization must be requested for each Mobile Device the Workforce member may use to Access e-mail or PHI supplied by The City of Sheboygan.
3. Authorization to use a Mobile Device to Access e-mail or any PHI supplied by The City of Sheboygan may be suspended or terminated at any time:
 - a. If the User fails or refuses to comply with this Policy;
 - b. In order to avoid, prevent or mitigate the consequences of a violation of this Policy;

- c. In connection with the investigation of a suspected or actual Breach, Security Incident, or violation of The City of Sheboygan's HIPAA Policies and Procedures Manual or other applicable policies and procedures;
 - d. In order to protect Individual life, health, privacy, reputational or financial interests;
 - e. In order to protect any assets, information, reputational or financial interests of The City of Sheboygan;
 - f. Upon request of the supervisor or head of the department in which the User works; or
 - g. Upon the direction of the Security Officer.
4. Authorization to use a Mobile Device to Access e-mail or any PHI supplied by The City of Sheboygan terminates:
- a. Automatically upon the termination of a User's status as a member of The City of Sheboygan's Workforce;
 - b. Upon a change in the User's role as a member of The City of Sheboygan's Workforce, unless continued authorization is requested by the supervisor or head of the department in which the User works; and
 - c. If it is determined that the User violated this Policy or any other The City of Sheboygan policy or procedure, in accordance with The City of Sheboygan's Sanction and Discipline Policy and Procedure.
5. The use of a Mobile Device to Access e-mail or any PHI supplied by The City of Sheboygan without authorization, while authorization is suspended, or after authorization has been terminated is a violation of this Policy.

B. Security Guidelines. In order to protect Mobile Devices from unintended or intended exposure of PHI, The City of Sheboygan and Workforce members will adhere to the following Mobile Device security guidelines:

- 1. The City of Sheboygan's Workforce members using Mobile Devices shall consider the sensitivity of the information, including PHI that may be Accessed and minimize the possibility of unauthorized Access.
- 2. Mobile device management software ("MDM") will be installed on all Mobile Devices if the User intends to Access e-mail or any PHI supplied by The City of Sheboygan. MDM software must be capable of, at a minimum, encryption tracking, remote wiping, and enforcing device-level password security.

3. Device encryption will be required on all Workforce-owned Mobile Devices that are used to Access e-mail or any PHI supplied by The City of Sheboygan.
4. Device passwords will be required on all Workforce-owned Mobile Devices that are used to Access e-mail or any PHI supplied by The City of Sheboygan.
5. Device passwords will be changed on a regular basis.
6. Automatic remote wiping after 10 failed log-ins will be enforced on the Mobile Device for those Mobile Devices that support it.
7. The City of Sheboygan Mobile Device users will comply with all applicable password policies and procedures. (See Password Management Policy and Procedure.)
8. Installation of software that can be used to Access e-mail or any PHI supplied by The City of Sheboygan must be approved by the Security Officer.
9. Users may not transmit PHI with any file sharing applications.
10. Under no circumstances will The City of Sheboygan confidential information be stored on a Mobile Device.
11. Mobile Devices should not be used to Access or transmit PHI on a public wireless network unless the User uses secure, encrypted connections.
12. When a User plans a Mobile Device upgrade or plans, for any reason, to sell, transfer, or stop using a Mobile Device, the User will provide Mobile Devices to Security Officer to confirm that The City of Sheboygan confidential information and PHI is not accessible via any software on the Mobile Device. (See Device and Media Controls: Disposal Policy and Procedure and Device and Media Controls: Media Re-Use Policy and Procedure.)
13. The loss or theft of any Mobile Device must be reported to the IT Department immediately. In the event that a Mobile Device is confirmed lost or stolen, the Mobile Device will be remotely wiped.

References	45 C.F.R. § 164.530 – Administrative Requirements NIST Special Publication 1800 – Mobile Device Security HHS Guidance on Mobile Device and Health Information Privacy and Security, available at: https://www.healthit.gov/providers-professionals/your-mobile-device-and-health-information-privacy-and-security Password Management Policy and Procedure Device and Media Controls: Disposal Policy and Procedure Device and Media Controls: Media Re-Use Policy and Procedure
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	Sanction and Discipline Policy and Procedure
Attachments	N/A
Responsible Senior Leaders	Security Officer, City Administrator
Effective Date	November 4, 2024
Review Dates	N/A, to be revised whenever reviewed, even if no changes were made.
Revisions	N/A, to be updated whenever revisions are made, keeping record of <i>all</i> revision dates.

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**CITY OF SHEBOYGAN
HIPAA POLICIES AND PROCEDURES MANUAL**

**VOLUME 4:
INCIDENT AND BREACH INVESTIGATION
AND NOTIFICATION**

ADOPTED: _____

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¹ Exhibits are provided in a separate document.

I. PRIVACY AND SECURITY INCIDENT RESPONSE AND REPORTING

1. PURPOSE

To establish consistent guidelines for the City of Sheboygan to handle privacy and security incidents.

2. POLICY

The City of Sheboygan is dedicated to preventing, detecting, containing, and correcting privacy and security incidents. The City of Sheboygan has implemented an incident response process to consistently detect, report, respond to, and investigate incidents, minimize loss and destruction, mitigate any weaknesses that were exploited, and restore information system functionality and business continuity as soon as possible.

3. PROCEDURE

A. Preparation.

1. The City of Sheboygan Security Incident response team is composed of Privacy Officer.
2. The City of Sheboygan conducts regular training and awareness of Security Incident responses, including but not limited to periodic testing of the City of Sheboygan's Security Incident response procedures.
3. All actions to respond to and recover from Security Incidents are carefully and formally controlled. At a minimum, the City of Sheboygan's Security Officer will ensure that:
 - a. All actions taken are intended to minimize the damage of a Security Incident and prevent further damage; and
 - b. Only authorized and appropriately trained Workforce members or the City of Sheboygan Business Associates are allowed to access affected information systems in order to respond to or recover from a Security Incident.

B. Identification Phase.

1. Reporting.
 - a. All Workforce members are expected to report any of the following as soon as possible and in no case later than 24 hours from complaint, known incident, or suspected incident:
 - i. Known or suspected Security Incidents, Breaches, inappropriate Uses or Disclosures of PHI;

- ii. Known or suspected violations of the City of Sheboygan's HIPAA Policies and Procedures Manual;
 - iii. Complaints from an Individual or another entity/individual regarding the City of Sheboygan's handling of PHI or the City of Sheboygan's Workforce member's compliance with the City of Sheboygan's HIPAA Policies and Procedures Manual; or
 - iv. Any other concerns regarding the privacy or security of PHI.
- b. Reporting any known or suspected privacy or security issues is considered a contribution toward quality improvement. There will be no retaliation for reporting privacy or security issues consistent with the City of Sheboygan's Refraining From Intimidating or Retaliatory Acts Policy and Procedure.
- c. Reporting should be directed to the HIPAA Privacy Officer and Security Officer. In the absence of the HIPAA Privacy Officer and Security Officer, or in the event of the HIPAA Privacy Officer and Security Officer's potential involvement, reporting should be directed to the City Administrator.
- d. Reporting may be done by email, voicemail, in writing, phone, in person verbally, or any other appropriate method.
2. Investigation. Confidentiality of PHI will be maintained while investigating, reporting, and responding to privacy and security issues. Documentation of any privacy and/or security issue is to be kept secure to prevent additional exposure.
- a. Upon receipt of a report, the Privacy Officer and/or Security Officer, as appropriate, shall:
 - i. Determine if the report relates to a potential or suspected inappropriate Use or Disclosure of PHI.
 - ii. For reports that are both privacy- and security-related, the Privacy Officer and Security Officer shall work together to complete required investigation obligations.
 - iii. If the event is identified as a privacy incident that resulted in a reportable Breach of Unsecured PHI, refer to the City of Sheboygan's Breach Investigation and Notification Policy and Procedure.
 - b. The City of Sheboygan has not violated the requirements of the Privacy Rule if:

- i. A Workforce member that is a victim of a criminal act Discloses relevant PHI to a law enforcement official, provided that the PHI Disclosed is about the suspected perpetrator of the criminal act and the minimum necessary PHI Disclosed is limited to: Name and address; date and place of birth; social security number; ABO blood type and rh factor; type of injury; date and time of treatment; date and time of death, if applicable; and/or description of distinguishing physical characteristics.
- ii. A Workforce member or a Business Associate believes in good faith that the City of Sheboygan has engaged in conduct that is unlawful or otherwise violates professional or clinical standards, or that the care, services, or conditions provided by the City of Sheboygan potentially endanger one or more Individuals, workers, or the public and the Disclosure is made to a health oversight agency or public health authority authorized by law to investigate or otherwise oversee the relevant conduct or conditions of the City of Sheboygan or to an appropriate health care accreditation organization for the purpose of reporting the allegation of failure to meet professional standards or misconduct by the City of Sheboygan.

C. Privacy Incident Complaint Procedure.

1. The HIPAA Privacy Officer is designated as the individual responsible for receiving, processing, and investigating all privacy related complaints/incidents. The HIPAA Privacy Officer may in turn designate Workforce members in particular areas to assist.
2. Any Individual, Personal Representative, family member, Workforce member, Business Associate, visitor, or the general public may file a grievance or complaint regarding the City of Sheboygan's policies and/or practices without fear of reprisal or retaliation in any form. (See Refraining From Intimidating or Retaliatory Acts Policy and Procedure.)
3. Written complaints should be submitted to the HIPAA Privacy Officer. The HIPAA Privacy Officer or his/her designee will timely begin an investigation into allegations after receipt of the complaint.
4. Move to Completion of Privacy Incident Report and Security Incident Report Forms Phase and Follow-Up Phase.

D. Security Incident Containment Phase. The City of Sheboygan's Security Officer and applicable Workforce members shall quickly and efficiently contain the Security Incident.

1. The Security Officer or designee, in collaboration with appropriate Workforce members, facilitates the following, as applicable:
 - a. Verifies that a qualified technical security resource is available to assist with efforts;
 - b. Evaluates the need to use forensic analysis;
 - c. Secures the physical and network perimeter:
 - i. If a decision is made to remove the system from the network for eradication, containment, and/or investigative purposes, consults with the City of Sheboygan's Information Technology Director.
 - ii. Before the decision to freeze the system is made, volatile data must be taken from the system while it is still in its compromised state whenever possible. The physical area where the Security Incident occurred must be physically secured. Care should be taken not to alert any intruder to the actions.
 - iii. Removes the network cable from the affected system. Do not reboot or make any changes to the system itself.
 - d. Retrieves any volatile data from the affected system;
 - e. Secures attached User accounts to prevent further unauthorized Access;
 - f. Determines the relative Integrity and the appropriateness of backing up the system:
 - i. If appropriate, backs up the system.
 - ii. Protects backups and logs them (refer to the City of Sheboygan's Contingency Plan: Data Backup Plan Policy and Procedure).
 - g. Changes the password(s) to the affected system(s);
 - h. Determines whether it is safe to continue operations with the affected system(s):
 - i. If it is safe, allows the system to continue to function. Complete documentation as described below and move to the Follow-Up Phase.

- ii. If it is not safe to allow the system to continue operations, discontinue system(s) operation and move to Eradication Phase.
 - i. Analyzes the data and determines whether or not to initiate an alert to the City of Sheboygan's Users.
 - j. Issues alerts as deemed necessary.
 - 2. The Security Officer keeps the Privacy Officer apprised of progress and documents all measures taken and communications made, including the start and end times of all efforts, on the Security Incident Report Form in a clear and easy to understand way.
- E. Security Incident Eradication Phase.** The City of Sheboygan shall remove the causes, and the resulting security exposures, that are now on the affected system(s).
- 1. The Security Officer or designee, in collaboration with appropriate members of the Workforce, facilitates the following, as applicable:
 - a. Determines symptoms and causes related to the affected system(s);
 - b. Strengthens the defense surrounding the affected system(s), where possible (a risk assessment may be needed). This may include the following:
 - i. An increase in network perimeter defenses;
 - ii. An increase in system monitoring defenses;
 - iii. Remediation ("fixing") of any security issues within the affected system, such as removing unused services/general host hardening techniques, firewall/router changes, vulnerability patches applied, physical access control changes, etc.
 - c. Conducts a detailed vulnerability assessment to verify all the holes/gaps that can be exploited have been addressed. (See Risk Analysis and Risk Management Policy and Procedure.) If additional issues or symptoms are identified, take appropriate preventative measures to eliminate or minimize potential future compromises.
 - 2. The Security Officer keeps the City of Sheboygan's Privacy Officer apprised of progress and documents all measures taken and communications made, including the start and end times of all efforts, on the Security Incident Report Form in a clear and easy to understand way.

3. Refer to the City of Sheboygan's Breach Investigation and Notification Policy and Procedure to determine whether the City of Sheboygan must provide notification of incident.
4. Continue to Follow-up Phase.

F. Security Incident Recovery Phase. The City of Sheboygan shall restore the affected system(s) back to operation after the resulting security exposures, if any, have been corrected.

1. The Security Officer or designee, in collaboration with appropriate Workforce members, determines if the affected system(s) has been changed in any way and, as applicable:
 - a. Restores the system(s) to proper, intended functioning (last known good).
 - i. Once restored, validates that the system functions in a way that it was intended/had functioned in the past. This may require involvement of the business unit that owns the affected system(s).
 - ii. If operation to the system(s) has been interrupted (i.e., the system(s) was taken offline or dropped from the network while triaged), restarts the restored and validated system(s) and monitors for proper behavior.
 - b. If the system had not been changed in any way, but was taken offline (i.e., operations had been interrupted), restarts the system and monitors for proper behavior.
 - c. Ensures the system is using latest configuration standards.
 - d. Performs a vulnerability assessment and penetration using the City of Sheboygan-approved software and method as described in the Risk Analysis and Risk Management Policy and Procedure.
 - e. Update system monitoring if necessary to alert to the specific vulnerability or attack in the future.
2. The HIPAA Security Officer keeps the Privacy Officer apprised of progress and documents all measures taken and communications made, including the start and end times of all efforts in a clear and easy to understand way.
3. Continue to Completion of Privacy Incident Report and Security Incident Report Forms Phase and Follow-Up Phase.

G. Completion of Privacy Incident Report and Security Incident Report Forms. For privacy-related reports, a Privacy Incident Report Form must be completed in a clear and easy to understand way. For security-related reports, a Security Incident Report Form must be completed in a clear and easy to understand way.

1. If, after an analysis as set forth in the Breach Investigation and Notification Policy and Procedure, the issue was a privacy incident, the City of Sheboygan will report the findings of the investigation to the individual filing the complaint within thirty (30) days of receiving such complaint unless an extension is necessary to complete the investigation. Such report will include the result of the investigation, the recommended resolution, and contact information for the Secretary. If the individual is not satisfied with the result of the investigation or the recommended resolution, he/she may file a complaint with the Secretary.
2. If the issue was or is potentially a Security Incident, proceed as follows:
 - a. For Cyber-Related Security Incidents (as defined in the Addressing Cyber-Related Security Incidents Policy and Procedure), proceed to the Addressing Cyber-Related Security Incidents Policy and Procedure and then complete the Follow-Up Phase below.
 - b. For other Security Incidents, move to the Follow-Up Phase below.
3. If the incident was the result of the City of Sheboygan's Workforce member's action/inaction, refer to the City of Sheboygan's Sanction and Discipline Policy and Procedure.

H. Follow-Up Phase. Review the Privacy Incident Report Form or Security Incident Report Form to look for "lessons learned" and determine whether the incident handling procedures could have been done in a better way.

1. It is recommended that all incidents be reviewed shortly after resolution to determine where response could be improved for future issues.
2. The Privacy Officer, Security Officer or designee(s), in collaboration with appropriate members of the City of Sheboygan's Workforce, shall review the incident documentation and complete the following (as applicable and appropriate):
 - a. Evaluate the cost and impact of the incident to the City of Sheboygan;
 - b. Determine what could be improved to prevent a similar incident from occurring in the future;
 - c. Create a "lessons learned" summary and attach it to the completed Privacy Incident Report and/or Security Incident Report Forms;

- d. Communicate findings to the City of Sheboygan's City Administrator for approval and for implementation of any recommendations;
- e. Carry out recommendations approved by the City of Sheboygan's City Administrator.

3. Close the incident.

I. Documentation. the City of Sheboygan shall maintain any documentation related to privacy incident and/or Security Incident reporting and response consistent with the Retention of HIPAA Documentation Policy and Procedure. Documentation shall include, at a minimum:

1. Name of person reporting incident;
2. Name of person(s) conducting the incident response investigation;
3. Description of the data and the information system(s) affected by the incident;
4. Date and time of incident;
5. Damage to data and the information system(s);
6. Suspected cause of the incident;
7. Identified risk;
8. Actions taken to mitigate the damage and restore the data and/or information system(s); and
9. Recommendations for further actions to enhance the security of ePHI.

References	45 C.F.R. § 164.308(a)(1) – Security Management Process 45 C.F.R. § 164.308(a)(6)(i) – Security Incident Procedures 45 C.F.R. § 164.308(a)(6)(ii) – Security Incident Response and Reporting 45 C.F.R. § 164.512(f)(2) – Disclosures for Law Enforcement Purposes 45 C.F.R. § 164.530(d)(1-2) – Complaints to Covered Entity Refraining From Intimidating or Retaliatory Acts Policy and Procedure Breach Investigation and Notification Policy and Procedure Risk Analysis and Risk Management Policy and Procedure Addressing Cyber-Related Security Incidents Policy and Procedure Contingency Plan: Data Backup Plan Policy and Procedure Retention of HIPAA Documentation Policy and Procedure Sanction and Discipline Policy and Procedure
Attachments	Privacy Incident Report Form Security Incident Report Form
Responsible Senior Leaders	Privacy Officer, Security Officer, City Administrator
Effective Date	November 4, 2024
Review Dates	to be revised whenever reviewed, even if no changes were made.
Revisions	to be updated whenever revisions are made, keeping record of <u>all</u> revision dates.

II. ADDRESSING CYBER-RELATED SECURITY INCIDENTS

1. PURPOSE

To establish the City of Sheboygan's procedures for quickly and effectively detecting and responding to a Cyber-Related Security Incident.

2. DEFINITIONS

"Cyber-Related Security Incident" means a Security Incident that was an attempt to compromise the electronic security perimeter or physical security perimeter of a critical cyber asset. A Cyber-Related Security Incident also includes a Security Incident that disrupted or attempted to disrupt the operation of those programmable electronic devices and communications networks, including hardware, software and data that are essential to the operation of an information system.

3. POLICY

The City of Sheboygan is committed to implementing policies and procedures to quickly and effectively address Cyber-Related Security Incidents that may affect the Confidentiality, Integrity, or Availability of PHI.

4. PROCEDURE

A. Security Incident Response. The City of Sheboygan maintains a documented process for quickly and effectively detecting and responding to Security Incidents that may impact the Confidentiality, Integrity, or Availability of PHI (see Privacy and Security Incident Response and Reporting Policy and Procedure).

B. Reporting Cyber-Related Security Incidents. After the City of Sheboygan executes a response, mitigation, and contingency plan consistent with the City of Sheboygan's Privacy and Security Incident Response and Reporting Policy and Procedure and Contingency Plan: Data Backup Plan Policy and Procedure, the Security Officer shall report the following, as applicable:

1. Crimes.

a. The City of Sheboygan shall report crimes to law enforcement agencies, which may include state or local law enforcement, the Federal Bureau of Investigation, and/or the Secret Service, as appropriate. Any such reports should not include PHI, unless otherwise permitted by the Privacy Rule.

b. If a law enforcement official tells the City of Sheboygan that any potential Breach report would impede a criminal investigation or harm national security, the City of Sheboygan will delay reporting a Breach for the time the law enforcement requests in writing, or for 30 days if the request is made orally. See also the City of

Sheboygan’s Breach Investigation and Notification Policy and Procedure.

2. Cyber Threat Indicators. The City of Sheboygan shall assess whether it needs to report cyber threat indicators to federal and information-sharing and analysis organizations (“ISAOs”) (e.g., the Department of Homeland Security, the HHS Assistant Secretary for Preparedness and Response, and private sector cyber-threat ISAOs). Any such reports should not include PHI.
3. Breach. Refer to the City of Sheboygan’s Breach Investigation and Notification Policy and Procedure to determine whether the City of Sheboygan must provide notification of an incident as a Breach of Unsecured PHI.

C. Documentation. The City of Sheboygan shall maintain any documentation related to the responding, controlling, reporting, monitoring, investigating, and sanctioning of Cyber-Related Security Incidents consistent with the Retention of HIPAA Documentation Policy and Procedure.

References	45 C.F.R. § 164.308(a)(6)(i) – Security Incident Procedures OCR Cyber Attack Checklist, available https://www.hhs.gov/sites/default/files/cyber-attack-checklist-06-2017.pdf (Last accessed 12/05/2017) Privacy and Security Incident Response and Reporting Policy and Procedure Contingency Plan: Data Backup Plan Policy and Procedure Breach Investigation and Notification Policy and Procedure Retention of HIPAA Documentation Policy and Procedure Sanction and Discipline Policy and Procedure
Attachments	N/A
Responsible Senior Leaders	Privacy Officer, Security Officer, City Administrator
Effective Date	November 4, 2024
Review Dates	N/A, to be revised whenever reviewed, even if no changes were made.
Revisions	N/A, to be updated whenever revisions are made, keeping record of <u>all</u> revision dates.

III. BREACH INVESTIGATION AND NOTIFICATION

1. PURPOSE

To establish the City of Sheboygan's procedures for identification of a Breach of Unsecured PHI by the City of Sheboygan and its Business Associate(s) and provide required notifications to Individuals, prominent media, and HHS, as appropriate, within the timeframe Required by Law.

2. DEFINITIONS

Capitalized terms used but not defined in this Policy shall have the meaning set forth in the City of Sheboygan's HIPAA Policies and Procedures Manual Glossary.

3. POLICY

- A. Breach Assessment.** The City of Sheboygan is dedicated to safeguarding the Confidentiality, Integrity, and Availability of PHI through an established incident response process. The City of Sheboygan will evaluate each reported potential Breach of Unsecured PHI by following the City of Sheboygan's Privacy and Security Incident Response and Reporting Policy and Procedure. If a privacy issue and/or a Security Incident is identified, the City of Sheboygan will determine the probability that PHI has been compromised and what additional action is required.
- B. Breach Notification.** The City of Sheboygan timely addresses Breaches of Unsecured PHI in compliance with the HIPAA Breach Notification Rule.

4. PROCEDURE

- A. Breach Risk Assessment.** The Privacy Officer will determine whether there has been a Breach of Unsecured PHI by completing the following:
1. Notify the City of Sheboygan's City Administrator of a privacy issue and/or a Security Incident, containing the Breach to prevent further unauthorized Disclosure if possible.
 2. Complete a Breach risk assessment using the Breach Risk Assessment Tool to determine whether one of the following has occurred:
 - a. The privacy/Security Incident is not a Breach and, therefore, no notification is required.
 - b. A reportable Breach of Unsecured PHI has occurred. Notification to the Individual who is the subject of the Unsecured PHI and HHS is required under the Breach Notification Rule. Notification to the media may also be required. See below: Notification to Individuals, Notification to HHS, and Notification to the Media.

- c. A state-defined violation that is not a HIPAA Breach of Unsecured PHI has occurred, i.e., a violation that does not meet the HIPAA Breach notification requirements but does meet a state-specific Breach notification requirement has occurred. Notification is required under state law. Consult with legal counsel regarding state notification requirements (e.g., Wis. Stat. § 134.98 et seq.).
 - d. A state-defined violation and HIPAA Breach of Unsecured PHI has occurred, i.e., a violation that potentially requires notification under HIPAA and state Breach notification requirements has occurred. Consult with legal counsel regarding appropriate compliance response. See below: Notification to Individuals, Notification to HHS, and Notification to the Media.
 - e. No state-defined violation or HIPAA Breach of Unsecured PHI has occurred, but a possible the City of Sheboygan HIPAA policy and procedure violation has occurred. No notification is required. Determine whether disciplinary action, HIPAA policy and procedure revisions, and/or the City of Sheboygan Workforce retraining is needed.
3. Exceptions to Breach Notification. Breach notification is necessary in all Breaches of Unsecured PHI except where the City of Sheboygan or the City of Sheboygan's Business Associate demonstrates that there is a low probability that the PHI has been compromised or when one of the following exceptions applies:
- a. The unintentional acquisition, access, or Use of PHI by a Workforce member or person acting under the authority of the City of Sheboygan or the City of Sheboygan's Business Associate, if such acquisition, access, or Use was made in good faith and within the scope of authority.
 - b. An inadvertent Disclosure of PHI by a person authorized to access PHI at the City of Sheboygan or the City of Sheboygan's Business Associate to another person authorized to access PHI at the City of Sheboygan or the City of Sheboygan's Business Associate or OHCA in which the City of Sheboygan participates. In both cases, the information cannot be further Used or Disclosed in a manner not permitted by the Privacy Rule.
 - c. The City of Sheboygan or the City of Sheboygan's Business Associate has a good faith belief that the unauthorized person to whom the impermissible Disclosure was made would not have been able to retain the information.

4. Business Associate and Subcontractor Responsibilities. The City of Sheboygan's Business Associates that create, receive, maintain, transmit, access, retain, modify, record, store, destroy or otherwise hold, Use or Disclose PHI are required, upon discovery of any Breach of PHI, to notify the City of Sheboygan without unreasonable delay, in no case later than 10 days after discovery of a Breach.
- a. The notification must include the identification of each Individual whose PHI has been, or is reasonably believed to have been, Breached and, at the time of notification, or as soon as the information becomes available, information as outlined below in Content of Notification.
 - b. The City of Sheboygan's Privacy Officer will coordinate the investigation, Breach assessment and notification process for any Breach that is identified by the City of Sheboygan's Business Associate or Business Associate's Subcontractor. Unless set forth otherwise in a BAA, the City of Sheboygan will determine who is in the best position to provide Breach notification to HHS, the media as necessary, and the Individual, and will work with Business Associate to ensure the Individual receives just one notice (vs. notice from the City of Sheboygan and Business Associate).
 - c. The City of Sheboygan will attempt to use the City of Sheboygan's template BAA with Business Associates such that Business Associates are required to report all Uses and Disclosures of PHI not specifically authorized by the BAA rather than just Breaches of Unsecured PHI. (See Business Associates and Business Associate Agreements Policy and Procedure and Template Business Associate Agreement (For Use When the City of Sheboygan is the Covered Entity).)
5. Burden of Proof. In the event the City of Sheboygan determines a privacy issue and/or Security Incident did not result in a Breach of Unsecured PHI, the City of Sheboygan shall have the burden of demonstrating that the Use or Disclosure did not constitute a Breach. The Breach Risk Assessment Worksheet must be entirely completed and the conclusion that Breach notification is not required must be well supported.

B. Notification by a Business Associate.

1. If a Breach of Unsecured PHI occurs at or by a Business Associate, the Business Associate must notify the Privacy Officer following the discovery of the Breach. A Business Associate must provide notice to the City of Sheboygan as set forth in the BAA.

2. If a Business Associate suffers a Breach, the Privacy Officer may consider the Breach discovered when the Business Associate notifies the City of Sheboygan.
3. If the City of Sheboygan receives notification from a Business Associate regarding the occurrence of a Breach of Unsecured PHI, the City of Sheboygan shall conduct a Breach risk assessment as set forth in this Policy and proceed to the notification phase if the City of Sheboygan determines the incident is a reportable Breach of Unsecured PHI.
4. Upon completion of all required notifications, the City of Sheboygan will assess what, if any, additional mitigation, legal action, or compliance assessments are required in order to continue a relationship with the Business Associate or Subcontractor that caused the Breach.

C. Date of Discovery. A Breach shall be treated as discovered by the City of Sheboygan as of the first day on which such Breach is known to the City of Sheboygan or, by exercising reasonable diligence, would have been known to the City of Sheboygan. The City of Sheboygan shall be deemed to have knowledge of a Breach if the Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or other agent of the City of Sheboygan (determined in accordance with the federal common law of agency).

D. Breach Notification. If the City of Sheboygan determines, via a Breach risk assessment, that a Breach of Unsecured PHI has occurred, the City of Sheboygan will proceed to Breach notification.

Notification to Affected Individuals, the Secretary and the Media. If the Breach occurred while the City of Sheboygan was acting in the capacity of a Covered Entity, the City of Sheboygan will provide notice to the affected Individual(s), HHS, and the media (as necessary) as set forth below.

1. Notification to Individuals. the City of Sheboygan shall use the Template Breach Notification Letter Form and proceed as follows:
 - a. Written Notice – without unreasonable delay, and in no case later than 60 days from the date discovered, the City of Sheboygan shall mail a Breach Notification Letter, via first class mail, to all affected Individuals (or the Individual’s Personal Representative, as applicable).
 - i. If the Individual indicated agreement to the City of Sheboygan for electronic notice and such agreement has not been withdrawn, the written notice may be sent via electronic mail.

- ii. In situations where notification is required by both HIPAA and state law, the City of Sheboygan shall submit one notification letter satisfying the earliest of the applicable due dates and all required elements of both regulating entities.
 - iii. In any case deemed to require urgency because of possible imminent misuse of PHI, the City of Sheboygan will provide information to Individuals by phone call or other means, as appropriate, in addition to the written notice described above.
 - b. Substitute Notice – If there is insufficient or out-of-date contact information that prevents written notification to:
 - i. *Fewer than 10 Individuals* – a substitute form of notice (e.g., telephone call) will be utilized.
 - ii. *10 or more Individuals* – a substitute notice, in the form of a conspicuous posting for a period of 90 days on the City of Sheboygan’s website home page or conspicuous notice in a major print or broadcast media where the affected Individuals are likely to reside. The conspicuous notice to 10 or more Individuals will include a toll-free number that remains active for at least 90 days where an Individual can learn whether his/her Unsecured PHI may be included in the Breach.
2. Notification to the Media. If the Breach affects more than five hundred (500) residents of a state or jurisdiction, in addition to notifying the affected Individuals, the City of Sheboygan is required to provide notice to prominent media outlets serving the state or jurisdiction. the City of Sheboygan will likely provide this notification in the form of a press release to appropriate media outlets serving the affected area. This media notification must be provided without unreasonable delay and in no case later than sixty (60) days following the discovery of a Breach of Unsecured PHI and must include the same information required for the Individual notice.
- a. The City of Sheboygan shall use the Template Media Breach Notification Release Form and proceed as follows for those single Breaches of Unsecured PHI involving 500 or more Individuals:
 - i. Notify prominent media outlets serving the area in question.
 - ii. This notice shall be done without unreasonable delay, and in no case later than 60 calendar days after discovery, and will include information available as outlined in Content of Notification section of this Policy and Procedure.

3. Notification to the Secretary. The City of Sheboygan shall provide notification to HHS using the HHS Breach Notification Template Form, proceeding as follows:
 - a. 500 or More Individuals – For Breaches of Unsecured PHI involving 500 or more Individuals, the City of Sheboygan will provide notice to the Secretary without unreasonable delay, and in no case later than 60 calendar days after discovery. HHS only accepts notification of Breaches under HIPAA via the online HHS reporting process.
 - b. Fewer than 500 Individuals – For Breaches of Unsecured PHI involving fewer than 500 Individuals, the City of Sheboygan will maintain a log of Breaches of Unsecured PHI and, not later than 60 calendar days after the end of each calendar year, provide HHS a notification for Breaches discovered during the preceding calendar year in a manner specified on the HHS web site.

4. Law Enforcement Delay. In the event a law enforcement official states that a notification, notice or posting of a Breach, as required by HIPAA, would impede a criminal investigation or cause damage to national security, the City of Sheboygan shall do the following if:
 - a. The statement was made orally, the City of Sheboygan shall document the statement, identity of the official making the statement, and delay the action no longer than 30 days from the date of the oral statement, unless a written statement, as described below, is submitted.
 - b. The statement was in writing and specifies the time for which a delay is required – delay action for the time period specified.

5. Content of Notification. The notification should be in plain language and must include all of the following:
 - a. A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
 - b. A description of the types of Unsecured PHI that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
 - c. Any steps which Individuals should take to protect themselves from potential harm resulting from the Breach (i.e., place a fraud alert on credit report);

- d. A brief description of what the City of Sheboygan is doing to investigate the Breach, to mitigate harm to Individuals, and to protect against any further Breaches;
- e. Contact procedures for Individuals to ask questions or learn additional information, via a toll-free number, an email address, website, or portal address.

E. Documentation. In order to demonstrate all notifications are made as required by HIPAA, the City of Sheboygan will maintain a generic copy of any notification (paper or electronic; to the Individual, media, Secretary) and an Excel listing of the affected Individuals and how each was notified, or how notification was attempted (i.e., media). The City of Sheboygan shall maintain all documentation related to Breach notification consistent with the Retention of HIPAA Documentation Policy and Procedure.

References	45 C.F.R. § 164.414 – Burden of Proof 45 C.F.R. § 164.410(b) – Notification by a BA - Timeliness of Notification 45 C.F.R. § 164.412 – Law Enforcement Delay 45 C.F.R. § 164.404(a) – Notification to Individuals 45 C.F.R. § 164.404(c) – Content of Notification 45 C.F.R. § 164.406(a) – Notification to the Media 45 C.F.R. § 164.408(a) – Notification to the Secretary 45 C.F.R. § 164.410(a) – Notification by a Business Associate 45 C.F.R. § 164.414(b) – Burden of Proof Business Associates and Business Associate Agreements Policy and Procedure Template Business Associate Agreement (For Use When the City of Sheboygan is the Covered Entity)
Attachments	HIPAA Breach Risk Assessment Tool Template Breach Notification Letter Template Media Breach Notification Release HHS Breach Notification Template Breach Log
Responsible Senior Leaders	Privacy Officer, Security Officer, City Administrator
Effective Date	November 4, 2024
Review Dates	N/A, to be revised whenever reviewed, even if no changes were made.
Revisions	N/A, to be updated whenever revisions are made, keeping record of <i>all</i> revision dates.

IV. DUTY TO MITIGATE

1. PURPOSE

To establish the City of Sheboygan's procedures to mitigate any harmful effect of a Use or Disclosure of PHI in violation of the City of Sheboygan's HIPAA Policies and Procedures Manuals or the HIPAA Rules.

2. POLICY

The City of Sheboygan will mitigate, to the extent practicable, any harmful effect that is known to the City of Sheboygan of a Use or Disclosure of PHI in violation of the City of Sheboygan's HIPAA Policies and Procedures Manuals or the HIPAA Rules. The City of Sheboygan expects its Business Associates to mitigate any Use or Disclosure of PHI in violation of the BAA between the City of Sheboygan and each such Business Associate.

3. PROCEDURE

A. When the City of Sheboygan is made aware of a violation of the City of Sheboygan's HIPAA Policies and Procedures Manuals or the HIPAA Rules, the City of Sheboygan will take the following actions:

1. The HIPAA Privacy Officer/HIPAA Security Officer will be notified and will start an immediate investigation. (See Breach Investigation and Notification Policy and Procedure.)
2. The City of Sheboygan will determine if the violation constitutes a Breach of Unsecured PHI. (See Breach Investigation and Notification Policy and Procedure.)
3. The City of Sheboygan will identify the extent of any violations or Breaches and will take reasonable steps to correct the violation or halt the Breach, if possible, and mitigate any impact of the violation or Breach.
4. The City of Sheboygan will consider training and Workforce education opportunities from the violation or Breach.
5. The City of Sheboygan follow through on any required Breach Notification. (See Breach Investigation and Notification Policy and Procedure.)

B. Documentation. The City of Sheboygan shall maintain any documentation consistent with the Retention of HIPAA Documentation Policy and Procedure.

References	45 C.F.R. § 164.530(f) – Mitigation Contingency Plan: Data Backup Plan Policy and Procedure Breach Investigation and Notification Policy and Procedure Retention of HIPAA Documentation Policy and Procedure Sanction and Discipline Policy and Procedure
Attachments	N/A
Responsible Senior Leaders	Privacy Officer, Security Officer, City Administrator
Effective Date	November 4, 2024
Review Dates	N/A, to be revised whenever reviewed, even if no changes were made.
Revisions	N/A, to be updated whenever revisions are made, keeping record of <i>all</i> revision dates.

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**CITY OF SHEBOYGAN
R. C. 145-24-25**

BY FINANCE AND PERSONNEL COMMITTEE.

NOVEMBER 4, 2024.

Your Committee to whom was referred Res. No. 105-24-25 by Alderpersons Mitchell and Perrella amending the 2024 budget for various expenses incurred or planned; recommends adopting the Resolution.

Committee:

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

_____.

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of
Sheboygan

Meredith DeBruin, City Clerk, City of
Sheboygan

**CITY OF SHEBOYGAN
RESOLUTION 105-24-25**

BY ALDERPERSONS MITCHELL AND PERRELLA.

OCTOBER 21, 2024.

A RESOLUTION amending the 2024 budget for various expenses incurred or planned.

RESOLVED: That the Finance Director is authorized to make amendments in the 2024 budget for the following:

Purchase of marina work boat and associated registration fees

<u>INCREASE:</u>	
Capital Fund – Public Works - Vehicles (Acct. No. 400300-651100)	\$45,500
Capital Fund – Fund Equity Applied (Acct. No. 400-493000)	\$45,500

Parts and labor for significant repairs to Fire Truck 1862

<u>INCREASE:</u>	
General Fund – Fire Department – Vehicle Maintenance & Repairs (Acct. No. 101220-562110)	\$35,770
<u>DECREASE:</u>	
General Fund – City Administration – Contingency (Acct. No. 101141-810101)	\$35,770

Electrical work at Fire Station #2 previously budgeted in 2022 with completion in 2024

<u>INCREASE:</u>	
Capital Fund – Public Safety – Building Improvements (Acct. No. 400200-631200)	\$43,973
Capital Fund – Fund Equity Applied (Acct. No. 400-493000)	\$43,973

Purchase of office furniture for additional Attorney

<u>INCREASE:</u>	
General Fund – City Attorney – Tools & Small Equipment (Acct. No. 101130-560255)	\$7,918
<u>DECREASE:</u>	
General Fund – City Attorney – Full Time Salaries Regular (Acct. No. 101130-510110)	\$7,918

Legal expenses in Human Resources due to union negotiations and personnel investigations

INCREASE:

General Fund – Human Resources – Legal Services (Acct. No. 101144-531200)	\$125,000
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DECREASE:

General Fund – City Administration – Contingency (Acct. No. 101141-810101)	\$125,000
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Contract with BoldPath Consulting for Department of Public Works department structure review

INCREASE:

General Fund – Human Resources – Contracted Services (Acct. No. 101144-531100)	\$36,000
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DECREASE:

General Fund – City Administration – Contingency (Acct. No. 101141-810101)	\$36,000
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Correct budget in TID 21 from Buildings to Land account for Wells Fargo Purchase due to best accounting practice

INCREASE:

TID 21 Fund – Land (Acct. No. 421660-621100)	\$1,700,000
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DECREASE:

TID 21 Fund – Buildings (Acct. No. 421660-631100)	\$1,700,000
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Purchase of Sheboygan Inn building in TID 21

INCREASE:

TID 21 Fund – Land (Acct. No. 421660-621100)	\$3,186,590
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TID 21 Fund – Debt Proceeds (Acct. No. 421-491000)	\$3,186,590
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Training expenses for the Marina Manager

INCREASE:

Marina Fund – Harbor Center Marina – Employee Development (Acct. No. 231354-536125)	\$5,000
Marina Fund – Harbor Center Marina - Interfund Transfer In (Acct. No. 231-492000)	\$5,000
General Fund – Finance - Interfund Transfer Out (Acct. No. 101150-811100)	\$5,000

DECREASE:

General Fund – Finance – Employee Development (Acct. No. 101150-536125)	\$5,000
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Contract for Department of Public Works Interim Director

INCREASE:

General Fund – Public Works Admin – Contracted Services (Acct. No. 101310-531100)	\$48,000
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DECREASE:

General Fund – City Administration – Contingency (Acct. No. 101141-810101)	\$48,000
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Correction of account description in Resolution 44-24-25 transferring the salary budget with the movement of the finance functions of Mead Public Library to the Finance Department

INCREASE:

General Fund – Finance – Part Time Salaries (Acct. No. 101150-510130)	\$23,212
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DECREASE:

General Fund – Finance – Overtime (Acct. No. 101150-510111)	\$23,212
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Purchase of Salt Brine Storage Tank and Skid Mounted Brine Applicator for the reduction of salt usage for winter storms

INCREASE:

Capital Fund – Property Tax Levy (Acct. No. 400-411100)	\$48,000
Capital Fund – Public Works – Other Equipment (Acct. No. 400300-659100)	\$48,000

DECREASE:

General Fund – Property Tax Levy (Acct. No. 101-411100)	\$48,000
General Fund – Street Maintenance – Winter Road Supplies (Acct. No. 101331-540250)	\$35,000
General Fund – Street Maintenance – Contracted Services (Acct. No. 101331-531100)	\$13,000

Transfer of funds for purchase of KIA Hybrid SUV for utilization at City Hall in trade for Pickup Truck to be utilized at Wastewater

INCREASE:

Capital Fund – General Government – Vehicles (Acct. No. 400100-651100)	\$41,355
Capital Fund – Interfund Transfers In (Acct. No. 400-492000)	\$41,355
Wastewater System Fund – Interfund Transfers Out (Acct. No. 630361-811100)	\$41,355

DECREASE:

Wastewater System Fund – Wastewater – Vehicles (Acct. No. 630361-651100)	\$41,355
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Contracts for ash tree treatment, educational post cards regarding tree program and dead tree removal reimbursable through the Urban Forestry DNR Grant

INCREASE:

Capital Fund – Public Works – Trees/Forestry (Acct. No. 400300-641150)	\$25,000
Capital Fund – Local Grants (Acct. No. 400-437005)	\$25,000

Contract for the Maywood and Evergreen Parks Water Quality Improvement Project funded by a grant through Lakeshore Natural Resource Partnership (LNRP)

INCREASE:

General Fund – Parks – Contracted Services (Acct. No. 101520-531100)	\$70,000
General Fund – Local Grants (Acct. No. 101-437005)	\$70,000

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

_____.

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of
Sheboygan

Meredith DeBruin, City Clerk, City of
Sheboygan

Ox-Bo Marine

Item 33.

Phone: 9203860175
N5350 Club Grounds Rd
Juneau, WI
Email: boats@oxbomarine.com



2023 SeaArk Work Horse 2472 CUB Jon Boat

Stock#: SHEBOYGAN	VIN#: SOM48120H223	Year: 2023
Manufacturer: SeaArk	Color: GRAY	
URL: https://oxbomarine.com/2023-seaark-work-horse-2472-cub-jon-boat-ozCo.html		

Price	\$49,995.00
Sales Price	\$44,995.00

Description

2023 SeaArk 2472 WORK HORSE CUB

The CUB and Workhorse models are beefed up, square nosed designs of our modified V models. Both models come standard with a 3 degree all-welded hull, standard paint, double-channeled transom, double-welded chine, heavy-duty rub rail, two breaks in side for added strength, eight kilgores with ice runners, an extra rib, bow deck with storage, rear bench seat with storage, and floored area for battery and fuel tank.

Features may include:

- 3 Degree All-Welded Hull
- Standard Paint
- Double-Channeled Transom
- Double-Welded Chine
- Heavy-Duty Rub Rail
- Two (2) Brakes in Side
- Two (2) Extra Kilgores
- Ice Runners on all Kilgores
- Extra Rib
- Bow Deck w/Storage
- Rear Bench Seat w/ Storage
- Floored Area for Battery
- Push Knees

Factory Installed Features: Flat Top Center Console, .125 Treadplate Aluminum Floor, 33 Gallon Built-in Fuel Tank and Storage Combo, Raised Aft Lid.

Dealer Installed Features: Suzuki 140hp EFI 4-Stroke with Power Tilt and Trim, Multifunction Digital Gauge with Mechanical Controls, Fuel/Water Filter Assembly, Commercial Grade and Salt Water Ready Electrical System with Position Switch Panel with Circuit Breakers, 25A Main Circuit Breaker, Heavy Duty Dual Battery System with Main Power

Battery Switch, Power Point & USB Accessory Outlets, Horn, 2200 GPH Commercial Grade Bilge Pump with Auto Float, LED Navigation Lights, Dometic Hydraulic Steering with Sport Tilt Helm and Stainless Steel Steering Wheel.

Item 33.

2023 Marine Master Tandem Axle Galvanized Trailer with Disc Brakes, LED Lights, Extra Long Side Guides, Boat Buckles, Spare Tire and Transom Saver.

Length: 24'

Beam: 95"

Bottom Width: 72"

Weight Capacity: 2700#

Persons Capacity: 13/1855#

Transom Height: 25"

Hull Gauge: .125 All Welded

Other Custom Options Available:

Safety Grab Rails

Outboard Protection Bar

Bucket Hooks to Sling the Boat

Hand Winch System

Salt Water Package

Light Bar with or without Lights

Grab Handles

Captains Seating

Passenger Seating

Storage Boxes

Dive Platform

Stoaks Box for Stretcher

Flotation Pods with Ladder

Have a CUSTOM need? Ask!



City of Sheboygan

FIRE DEPARTMENT
1326 North 25th Street
SHEBOYGAN, WISCONSIN 53081
(920) 459-3327 OFFICE
(920) 459-0209 FAX



Item 33.

August 23, 2024

Kaitlyn Krueger
828 Center Ave; Suite 110
Sheboygan, WI 53081

Director Krueger,

I am requesting a budget amendment of \$35,769.57 for an unanticipated repair for one of our front-line fire suppression vehicles.

On April 16, 2024, Rescue Engine 1862 (a 2010 Pierce Rescue/Pumper), had to be taken out of service and sent in for an unanticipated pump issue. During the routine pump inspection/maintenance, North Star Emergency Services found metal shavings in the pump oil. These shavings were significant enough that they felt it was important to take the unit out of service before permanent damage is done. The unit was taken to Red Power Diesel (a Pierce Manufacturing Authorized Dealer) to remove the pump from the apparatus for further inspection. They found that a bearing shaft had broken and would have to be replaced. The pump was sent back to the manufacturer and rebuilt and then returned to Red Power for installation.

Red Power also found the foam pump needed repair, and that was sent out for a rebuild as well.

After both units were reinstalled, the vehicle was tested and then returned to the Fire Department. The total cost of \$35,769.57 includes the pump removals, repairs, reinstallation, miscellaneous parts, and labor.

Attached to this letter is the invoice received from Fire Apparatus and Equipment, Inc (Red Power Diesel is an affiliate of theirs), for your reference.

I appreciate the time and assistance you have provided me and the department. If you need anything else, please let me know.

Sincerely,

A handwritten signature in black ink, appearing to read "Eric Montellano".

Eric Montellano
Fire Chief



FIRE APPARATUS AND EQUIPMENT, INC.
 5793 W Grande Market Dr., Suite C
 Appleton, WI 54913 US
 +1 9205743410

BILL TO
 Sheboygan Fire Dept.
 City Purchasing Department
 828 Center Ave. - Suite 208
 Sheboygan, WI 53081

SHIP TO
 Sheboygan Fire Dept.
 Sheboygan Dept. of Public Works
 2026 New Jersey Ave.
 Sheboygan, WI 53081

INVOICE 25930

DATE 06/19/2024 TERMS Net 15

DUE DATE 07/04/2024

P.O. NUMBER
 23446

PRODUCT/SERVICE	QTY	RATE	AMOUNT
4P1CJ01A9AA011289			
Mileage ON VEHICLE 57,055 Miles	1	0.00	0.00
ISSUE BEARING PIECES IN OIL	1	0.00	0.00
REFURB PUC			
Freight	1	24,554.49	24,554.49
Shipping Charge	1	380.64	380.64
PUMP, HYDRAULIC, GEAR, REXROTH			
-8 AIR BRAKE QUICK FITTING	1	1,404.25	1,404.25
SLEEVE 1/2	1	43.21	43.21
3152X12	1	4.25	4.25
Brass pipe plug, 3/4"	1	4.25	4.25
PLUG 1/4 3152X4			
NYLON TUBING, 1/2OD, FT.	1	4.25	4.25
FTG, 90SW, 06MNPTF, 06MNPTF, ST AEROQUIP 2251-6-6S	3	1.8366667	5.51
3/8-16 X1-1/2	1	42.71	42.71
Lock Washer Alloy Steel 3/8"	32	0.75	24.00
O-RING-238 BUNA 70	32	0.1334375	4.27
Tuff-Torq® Hex Cap Screw Grade 8 Alloy Steel 1/4-20 x 1"	1	4.25	4.25
Tru-Torq® USS Flat Washer Thru-Hardened Steel 1/4"	6	0.7083333	4.25
Lock Washer Alloy Steel 1/4"	14	0.3035714	4.25
Tuff-Torq® Hex Nut Grade 8 Alloy Steel 1/4-20	1	4.25	4.25
DIESEL FUEL; GALLON	5	0.85	4.25
FILTER, PUC HYDRAULIC	15	6.15	92.25
PUC TRANS/DRIVE OIL	2	75.515	151.03
	16	25.275	404.40

562110-1862-72

PRODUCT/SERVICE	QTY	RATE	AMOUNT
Labor 2023 WITH PUMP TRANS FULL OF OIL, SPUN OVER AND GOT NO OIL OUT OF GEAR LUBE PUMP ON BACK OF PUMP. REMOVED LUBE LINE FROM TOP OF PUMP AND FOUND IT WAS DRY. UNBOLTED DISCHARGE PIPING FROM TRUCK AND PULLED OFF OF STUDS. UNBOLTED SUCTION PIPING FROM TRUCK. REMOVED COOLING HOSES FROM PUMP. REMOVED LUBE LINES FROM PUMP AND MARKED LINES. UNBOLTED MOUNTING BOLTS AND USED FORKLIFT TO REMOVE FROM TRUCK. BROUGHT INSIDE AND REMOVED COOLING PASSAGES AND IMPELLER FROM TRUCK. FOUND LOTS OF CRACKS AND CHUNKS MISSING FROM THE IMPELLER ASSEMBLY. REMOVED VOLUTE HOUSING FROM PUMP. TESTED OPERATION OF LUBE PUMP. REMOVED OIL PUMP FROM TRUCK. REMOVED BOTTOM PAN OF PUMP TRANS AND FOUND MORE BEARING DEBRIS IN PAN. LIFTED PUMP UP AND STRAPPED ACROSS INTAKES AND USED CHAINFALL TO HOLD UP FRONT. REMOVED STUDS FROM INTAKE AND DISCHARGE FLANGED. INSTALLED NEW ORINGS ON PUMP AND SET NEW PUMP INTO TRUCK. INSTALLED LOWER MOUNTING BOLTS AND BOLTED UP INTAKE TO PUMP HOUSING. INSTALLED COOLANT FITTINGS ON TOP AND BOTTOM AND HOOKED UP HOSES. INSTALLED DISCHARGES AND BOLTED TO PUMP. USED 2 GALLONS OF PUC OIL AND TRANSFER PUMP TO FLUSH OUT OIL SYSTEM. HOOKED UP OIL LINES ONTO PUMP. HOOKED UP MASTER DRAIN LINE WITH NEW FITTING AND PRIMER LINE TO TOP OF PUMP. HOOKED UP OIL LUBE LINES AND INSTALLED FOAM PUMP ON FRONT OF PUMP. HOOKED UP HYDRAULIC LINES TO FOAM PUMP. TOPPED OFF COOLANT ON TRUCK. FILLED PUMP TRANS WITH OIL, INSTALLED PUMP TRANS FILTER, AND INSTALLED DRIVESHAFT USING LOCKTIGHT ON ALL BOLTS. INSTALLED DRIVESHAFT COVER. BROUGHT TRUCK BACK FOR PUMP TEST. MADE IT THROUGH THE FIRST 2 TEST FINE. STARTED TO OVERHEAT. SHUT DOWN TRUCK. HOSE BLEW ONCE TRUCK WAS SHUT DOWN. TILTED CAB AND FOUND PUMP COOLER HOSE GOING INTO LOWER RAD HOSE HAD BLOWN. CALLED PAT AND TALKED OVER ISSUES WITH HIM. REPLACED BLOWN HOSE. PRESSURE TESTED COOLING SYSTEM. PUMP TESTED AND VAC TESTED, BOTH PASSED. RAN FOAM SYSTEM, IT IS WORKING, NO HYDRAULIC LEAKS. ROAD TESTED TRUCK. TOPPED OFF COOLING SYSTEM. CHANGED PUC OIL AND FILTER. ADDED FUEL TO TRUCK.	50	135.00	6,750.00
ISSUE	1	0.00	0.00
ENGINE OVERHEATING AND COOLANT LEAK			
103F	1	4.25	4.25
COUPLING 1/2 3300X8			
FITTING 5/8 X 1/2 Hose Barb X Male Pipe	2	3.05	6.10
12-22mm Hose Clamp	2	2.95	5.90
THERMOSTAT - 5273379	1	97.60	97.60
HEATER HOSE, 1"ID, FT.	10	11.375	113.75
705-1501	1	9.21	9.21
CONSTANT TORQUE CLAMP			
Labor 2023 REPLACED BLOWN HOSE, REPLACED THERMOSTAT, SOME PITTING ON SURFACES SO USED RIGHT STUFF TO SEAL IT. PRESSURE TESTED AND WAS FINE, MADE IT THOUGH PUMP TEST	10	135.00	1,350.00
Misc hardware & shop supply misc. hardware & shop supply	1	292.00	292.00

THANK YOU----FAE

TOTAL DUE

\$35,769.57

Fire Apparatus & Equipment thanks you for your business!

**CITY OF SHEBOYGAN
RESOLUTION 44-24-25**

BY ALDERPERSONS MITCHELL AND PERRELLA.

JULY 15, 2024.

A RESOLUTION authorizing an amendment to the 2024 budget reflecting a table of organization change for the Finance Department and Mead Public Library.

WHEREAS, the Administrative Services Manager for Mead Public Library retired as of December 31, 2023; and

WHEREAS, the Finance Department hired a part-time limited-term employee to fulfill receipting and accounts payable duties to assist the Library due to this vacancy; and

WHEREAS, the Finance Director and Library Director have reviewed the functionality resulting from the reallocation of duties from the Administrative Services Manager role and the addition of the part-time employee; and

WHEREAS, the Finance Director and Library Director believe it is in the best interest of the City to change the limited-term position to a permanent position in the table of organization; and

WHEREAS, the City Administrator and Human Resources Director were consulted and agree with this change.

NOW, THEREFORE, BE IT RESOLVED: That the table of organization be updated to reflect the removal of the Administrative Services Manager position at Mead Public Library and the addition of a part-time Accounting Clerk position in the Finance Department.

BE IT FURTHER RESOLVED: That the Finance Director is hereby authorized amend the 2024 budget via the following transfers to move the costs associated with the part-time clerk from the Mead Public Library budget to the General Fund budget:

INCREASE:

General Fund – Finance – Part Time Salaries (Acct. No. 101150-510111)	\$23,212
General Fund – Finance – FICA (Acct. No. 101150-520310)	\$ 1,440
General Fund – Finance – Medicare (Acct. No. 101150-520311)	\$ 337

Correct Account Number for Part Time Salaries is 101150-510130

DECREASE:

Mead Library Fund - Library – Full Time Salaries (Acct. No. 255511-510110)	\$23,212
Mead Library Fund – Library – FICA (Acct. No. 255511-520310)	\$ 1,440
Mead Library Fund – Library – Medicare (Acct. No. 255511-520311)	\$ 337

BE IT FURTHER RESOLVED: That the Finance Department will assume the following tasks on behalf of the Library: accounts payable, receipting and financial reporting.

BE IT FURTHER RESOLVED: That the Common Council approval of this Resolution is contingent upon the Mead Public Library Board of Trustees’ approval of an appropriate parallel resolution.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

_____.

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of
Sheboygan

Meredith DeBruin, City Clerk, City of
Sheboygan

MEMO

To: Travis Peterson
From: Joel Kolste
Date: 9-9-24
Re: Winter Operations - Increased Brine Capabilities Proposal

Travis,

During the budget review meeting on 8-26-24 with Casey, he mentioned that we should look into expanding / increasing our utilization of brine with the goal of decreasing our road salt usage.

Brine usage the past several winter seasons has averaged between 40,000 – 60,000 gallons per year.

The Department utilizes brine for two purposes;

- Utilized to pre-wet salt at the spinner (point of application)
- Utilized to pre-treat (anti-icing) roadway surfaces prior to a snow event.

Pre-treatment (anti-icing) of the pavement surfaces is done in advance of a predicted snow event. With current brine storage capacities, and application equipment, the Department is typically able to pre-treat the emergency routes (main roadways). If Neighborhood streets are needed to be treated, the brine tanks need to be refilled. This process often requires an additional day in order to make more brine. The Department also does not pre-treat the City parking lots or recreational trails throughout the City.

Currently, the Department has an automated brine maker along with the following storage capacities;

- 2 – 6,0000 gallon brine tanks (12,000 gallon storage capacity)
- 1 – 2,500 gallon calcium chloride tank

In terms of application equipment, the Department has the following equipment to apply brine as an anit-ice process;

- 6 – dump/salt trucks equipped with slide-in V-box salters with liquid capacity of 800 gallons. Each of these trucks have a spray bar to apply direct application onto pavement. (all salting trucks have liquid for pre-wet but not all have spray bars)

For the Department to pre-treat (anti-ice) the entire City's street network of 200 miles of streets, it is estimated to require 18,000 gallons of brine per event / application.

This cost proposal is being submitted to increase the capacities and capabilities of the Department's use of brine as a pre-treatment (anti-icing) and pre-wet material with the goal of utilizing less road salt. This proposal adds to existing equipment that has been previously invested.

The proposal includes doubling the current brine storage capacity and additional application equipment to increase efficiencies including equipment to effectively utilize brine in non-traditional areas such as parking lots and recreational trails.

The utilization of salt brine instead of rock salt has several advantages, particularly for communities near rivers and large bodies of water including:

1. **Reduced Environmental Impact:** Salt brine contains only 23% rock salt, requiring less overall salt to cover the same area as rock salt alone. This reduction limits salt runoff into nearby water bodies, helping protect aquatic ecosystems.
2. **Improved Ice Melting Efficiency:** Applied before a snowstorm, salt brine prevents ice from bonding to pavement, making snow and ice removal easier and enhancing road and walkway safety.
3. **Cost-Effectiveness:** Since brine requires less salt, it can be more economical over time. It reduces the frequency of applications and the total amount of salt needed.
4. **Enhanced Coverage:** Brine spreads more evenly across surfaces, ensuring consistent coverage and reducing the risk of untreated, slippery patches.
5. **Reduced Corrosion:** Salt brine is less corrosive than rock salt, which helps extend the life of roads, bridges, and vehicles.

Cost Proposal

STORAGE CAPACITY

<u>Items requested with 2024 Budget Amendment:</u>	Estimated Cost
▪ 2 – 6,250 Gallon Storage Tanks	\$15,000
▪ Additional Valves / Piping	<u>\$ 8,000</u>
▪ Total	\$23,000

APPLICATION EQUIPMENT

In the proposed CIP, there are two Tri-Axle Dump Trucks to be replaced in 2025. These trucks will be outfitted with plows, wings, and V-Box salters. One of these trucks is proposed to be retrofitted with an existing V-Box salter which utilizes a smaller brine tank. (400 gallons) The new units will have larger capacity tanks of 800 gallons.

In order to increase brine application efficiencies, we would proposed that each proposed truck be outfitted with new V-Box salters (at the time of purchase) so in order to increase the brine tank capacity of each truck.

The existing V-Box salter would then be kept, and retrofitted into an existing truck that is currently outfitted with only a tailgate spreader and a small add-on brine tank. This change would greatly increase our brine application capabilities. It should be noted that the Department still operates 8 tail-gate spreaders w/100 gallon liquid tanks. This equipment is antiquated and not conducive to liquid applications. It is the plan of the Department to replace these units with V-Box units as the trucks are replaced through the CIP plan.

Item included in 2025 CIP:

- | | |
|---|----------|
| ▪ 1 – New V-Box Salter with 800 gallon brine capacity | \$90,000 |
| (difference between new install vs. retrofit of existing) | |

Currently, the Department does not pre-treat City parking lots and recreational trails. These areas are address with salt only. To reduce salt usage in these areas, we would propose purchasing a 500 gallon tank / sprayer unit that would slide into an existing 1-Ton truck.

Item Requested in 2024 Budget Amendment:

1 – Skid mounted 500 gallon tank / sprayer	<u>\$25,000</u>
▪ Total	\$115,000

Cost Proposal Total	\$138,000
----------------------------	------------------

Kolste, Joel

From: Ney, Rick
Sent: Friday, January 5, 2024 1:03 PM
To: Kolste, Joel
Subject: FW: Pickup anti-ice sprayer

FYI

From: Redfearn, Troy <Troy.Redfearn@aebi-schmidt.com>
Sent: Wednesday, December 20, 2023 2:04 PM
To: Ney, Rick <Rick.Ney@sheboyganwi.gov>
Subject: Pickup anti-ice sprayer

Hi Rick,

Please click on link to go into the Boss website. https://uk01.l.antigena.com/l/taMfdJjmOuu0HsN21Rp1_bEKKaYQDLusRulganE7~-URGZ5Crrp7shA9gIVizO_pLeh8eC715HDHDgAr1xVHozXbRK4-ZjPzkoIYMIY827IJZMTbssqaYbDA3cFouhywDbultuPKJuG-e2KNEPB0j9uZkbnJWiKAA911UScr3SnEdm

The VSI Legacy 305 is \$16,000.00

The VSI Legacy 500 is \$20,000.00

Let me know if you have any questions.

Thanks!

Troy Redfearn
Municipal District/ Outside Sales Manager
Mobile: +1-920-360-4446

Troy.Redfearn@aebi-schmidt.com

Direct Phone:

Monroe Truck Equipment
 1151 W Main Ave | DePere, WI 54115 | USA
 Phone: +1 920-336-8068 | www.monroetruck.com
[Facebook](#) | [LinkedIn](#) | [Aebi Schmidt Group Blog](#)

“Monroe is now a part of the Aebi Schmidt Group: Same brand and people you know and trust, but now even stronger.”

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Ewald Automotive Group

Scott Kussow | 262-567-5555 | skfleet@ewaldauto.com

Item 33.

City of Sheboygan

Prepared For: Bernard R Rammer

(920) 459-1342

bernie.rammer@sheboygancounty.com

Vehicle: [Fleet] 2025 Kia Sorento Hybrid (U4442) EX AWD





Ewald Automotive Group

Scott Kussow | 262-567-5555 | skfleet@ewaldauto.com

Item 33.

Vehicle: [Fleet] 2025 Kia Sorento Hybrid (U4442) EX AWD (✔ Complete)

Quote Worksheet

	MSRP
Base Price	\$40,490.00
Dest Charge	\$1,375.00
Total Options	\$456.00
Subtotal	\$42,321.00
Subtotal Pre-Tax Adjustments	\$0.00
Less Customer Discount	(\$1,136.00)
Subtotal Discount	(\$1,136.00)
Trade-In	\$0.00
Subtotal Trade-In	\$0.00
Taxable Price	\$41,185.00
Sales Tax	\$0.00
Subtotal Taxes	\$0.00
Subtotal Post-Tax Adjustments	\$0.00
Total Sales Price	\$41,185.00

Comments:

2025 Kia Sorento Hybrid Awd in-stock to the specs as detailed. Registration fees are NOT included. Delivery can be made within 10 business days. Subject to final in-stock availability.

Dealer Signature / Date

Customer Signature / Date

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Data Version: 23631. Data Updated: Oct 7, 2024 6:43:00 PM PDT.



Ewald Automotive Group

Scott Kussow | 262-567-5555 | skfleet@ewaldauto.com

Item 33.

Vehicle: [Fleet] 2025 Kia Sorento Hybrid (U4442) EX AWD (✔ Complete)

Standard Equipment

Mechanical

- Engine: 1.6L Turbo GDI 4-Cylinder -inc: idle stop and go
- Transmission: 6-Speed Automatic -inc: paddle shifters, shift-by-wire and drive mode select (comfort, sport, eco, smart, snow)
- Electronic Transfer Case
- Automatic Full-Time All-Wheel
- 3.51 Axle Ratio
- 60-Amp/Hr 600CCA Maintenance-Free Battery w/Run Down Protection
- Hybrid Electric Motor
- 5622# Gvwr
- Gas-Pressurized Shock Absorbers
- Front And Rear Anti-Roll Bars
- Electric Power-Assist Speed-Sensing Steering
- 17.7 Gal. Fuel Tank
- Single Stainless Steel Exhaust
- Permanent Locking Hubs
- Strut Front Suspension w/Coil Springs
- Multi-Link Rear Suspension w/Coil Springs
- Regenerative 4-Wheel Disc Brakes w/4-Wheel ABS, Front Vented Discs, Brake Assist, Hill Descent Control, Hill Hold Control and Electric Parking Brake
- Lithium Ion (li-Ion) Traction Battery 1 kWh Capacity

Exterior

- Wheels: 19" Machine-Finished Aero Alloy -inc: Black and polished chrome
- Tires: 235/55R19
- Steel Spare Wheel
- Compact Spare Tire Stored Underbody w/Crankdown
- Clearcoat Paint
- Body-Colored Front Bumper w/Metal-Look Bumper Insert
- Body-Colored Rear Bumper w/Black Rub Strip/Fascia Accent and Metal-Look Bumper Insert
- Black Bodyside Insert and Black Wheel Well Trim
- Chrome Side Windows Trim and Black Front Windshield Trim

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Item 33.

Vehicle: [Fleet] 2025 Kia Sorento Hybrid (U4442) EX AWD (✔ Complete)

Exterior

Body-Colored Door Handles

Body-Colored Power Heated Side Mirrors w/Manual Folding and Turn Signal Indicator

Fixed Rear Window w/Fixed Interval Wiper and Defroster

Deep Tinted Glass

Variable Intermittent Wipers

Fully Galvanized Steel Panels

Lip Spoiler

Black Grille w/Chrome Surround

Smart Power Liftgate Power Liftgate Rear Cargo Access

Tailgate/Rear Door Lock Included w/Power Door Locks

Roof Rack Rails Only

Auto On/Off Projector Beam Led Low/High Beam Daytime Running Auto High-Beam Headlamps w/Delay-Off

Front Fog Lamps

Perimeter/Approach Lights

Headlights-Automatic Highbeams

Entertainment

Radio w/Seek-Scan, Clock, Speed Compensated Volume Control, Aux Audio Input Jack, Steering Wheel Controls and Radio Data System

Radio: AM/FM/SiriusXM Audio System -inc: 12.3" ccNc touchscreen, HD Radio, modem, navigation, over-the-air updates, Kia Connect, Wi-Fi hot spot, 6 speakers, Bluetooth, voice recognition, wireless Apple CarPlay, wireless Android Auto and USB connectivity

Integrated Roof Antenna

2 LCD Monitors In The Front

Interior

8-Way Driver Seat

Passenger Seat

50-50 Folding Bucket Front Facing Manual Reclining Fold Forward Seatback Rear Seat w/Manual Fore/Aft

Front Center Armrest and Rear Seat Mounted Armrest

Manual Tilt/Telescoping Steering Column

Gauges -inc: Speedometer, Odometer, Engine Coolant Temp, Tachometer, Traction Battery Level, Power/Regen, Trip Odometer and Trip Computer

Power Rear Windows and Fixed 3rd Row Windows

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Item 33.

Vehicle: [Fleet] 2025 Kia Sorento Hybrid (U4442) EX AWD (✔ Complete)

Interior

Heated Front Bucket Seats -inc: 10-way power adjustable driver seat w/2-way power lumbar support and 8-way power front passenger seat

Fixed 50-50 Split-Bench 3rd Row Seat Front, Manual Fold Into Floor, 2 Power and Adjustable Head Restraints

Leather Steering Wheel

Front Cupholder

Rear Cupholder

Proximity Key For Doors And Push Button Start

Remote Keyless Entry w/Integrated Key Transmitter, Illuminated Entry and Panic Button

Remote Releases -Inc: Smart Liftgate Proximity Cargo Access and Power Fuel

Cruise Control w/Steering Wheel Controls

Adaptive w/Traffic Stop-Go

Voice Activated Dual Zone Front Automatic Air Conditioning

Rear HVAC

HVAC -inc: Underseat Ducts, Headliner/Pillar Ducts and Console Ducts

Illuminated Locking Glove Box

Driver Foot Rest

Interior Trim -inc: Metal-Look Console Insert and Piano Black/Metal-Look Interior Accents

Full Cloth Headliner

SynTex Artificial Leather Seat Trim

Day-Night Rearview Mirror

Driver And Passenger Visor Vanity Mirrors w/Driver And Passenger Illumination, Driver And Passenger Auxiliary Mirror

Full Floor Console w/Covered Storage, Mini Overhead Console w/Storage and 2 12V DC Power Outlets

Front And Rear Map Lights

Fade-To-Off Interior Lighting

Full Carpet Floor Covering

Carpet Floor Trim

Trunk/Hatch Auto-Latch

Cargo Area Concealed Storage

Cargo Space Lights

FOB Controls -inc: Cargo Access

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Item 33.

Vehicle: [Fleet] 2025 Kia Sorento Hybrid (U4442) EX AWD (✔ Complete)

Interior

- Driver / Passenger And Rear Door Bins
- Power 1st Row Windows w/Driver 1-Touch Up/Down
- Delayed Accessory Power
- Power Door Locks w/Autolock Feature
- Driver Information Center
- Redundant Digital Speedometer
- Trip Computer
- Outside Temp Gauge
- Analog Appearance
- Manual Adjustable Front Head Restraints and Manual Adjustable Rear Head Restraints
- 2 Seatback Storage Pockets
- Perimeter Alarm
- Immobilizer
- 2 12V DC Power Outlets
- Air Filtration

Safety-Mechanical

- Highway Driving Assist (HDA)
- Electronic Stability Control (ESC) And Roll Stability Control (RSC)
- ABS And Driveline Traction Control

Safety-Exterior

- Side Impact Beams

Safety-Interior

- Dual Stage Driver And Passenger Seat-Mounted Side Airbags
- Parking Distance Warning - Forward & Reverse (PDW-F&R) Front And Rear Parking Sensors
- Blind Spot Collision Warning (BCW) w/Parallel Exit Blind Spot
- Forward Collision-Avoidance Assist (FCA-JT: Cyc/Ped/Junction Turning)
- Lane Keep Assist System (LKAS) Lane Keeping Assist
- Lane Keep Assist System (LKAS) Lane Departure Warning
- Collision Mitigation-Front
- Driver Monitoring-Alert

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Item 33.

Vehicle: [Fleet] 2025 Kia Sorento Hybrid (U4442) EX AWD (✔ Complete)

Safety-Interior

- Collision Mitigation-Rear
- Tire Specific Low Tire Pressure Warning
- Dual Stage Driver And Passenger Front Airbags
- Curtain 1st And 2nd Row Airbags
- Airbag Occupancy Sensor
- Power Rear Child Safety Locks
- Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point, Height Adjusters and Pretensioners
- Driver Knee Airbag
- Back-Up Camera

WARRANTY

- Basic Years: 5
- Basic Miles/km: 60,000
- Drivetrain Years: 10
- Drivetrain Miles/km: 100,000
- Corrosion Years: 5
- Corrosion Miles/km: 100,000
- Hybrid/Electric Components Years: 10
- Hybrid/Electric Components Miles/km: 100,000
- Roadside Assistance Years: 5
- Roadside Assistance Miles/km: 60,000

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Item 33.

Vehicle: [Fleet] 2025 Kia Sorento Hybrid (U4442) EX AWD (✔ Complete)

Selected Model and Options

MODEL		
CODE	MODEL	MSRP
U4442	2025 Kia Sorento Hybrid EX AWD	\$40,490.00

COLORS	
CODE	DESCRIPTION
M4B	Mineral Blue

PRIMARY PAINT		
CODE	DESCRIPTION	MSRP
M4B	Mineral Blue	\$0.00

SEAT TRIM		
CODE	DESCRIPTION	MSRP
GYT	Gray, SynTex Artificial Leather Seat Trim	\$0.00

ADDITIONAL EQUIPMENT - PACKAGE		
CODE	DESCRIPTION	MSRP
010	Option Group 010 -inc: standard equipment	\$0.00

PORT INSTALLED OPTIONS		
CODE	DESCRIPTION	MSRP
CF	Carpeted Floor Mats	\$225.00
CTS	Carpeted Cargo Mat w/Seatback Protection	\$115.00

CUSTOM EQUIPMENT		
CODE	DESCRIPTION	MSRP
Delivery	Delivery from Oconomowoc to Sheboygan	\$116.00
Options Total		\$456.00

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 23631. Data Updated: Oct 7, 2024 6:43:00 PM PDT.



Ewald Automotive Group

Scott Kussow | 262-567-5555 | skfleet@ewaldauto.com

Item 33.

Vehicle: [Fleet] 2025 Kia Sorento Hybrid (U4442) EX AWD (✔ Complete)

Price Summary

PRICE SUMMARY		MSRP
Base Price		\$40,490.00
Total Options		\$456.00
Vehicle Subtotal		\$40,946.00
Destination Charge		\$1,375.00
Grand Total		\$42,321.00

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 23631. Data Updated: Oct 7, 2024 6:43:00 PM PDT.

Maywood and Evergreen Parks Water Quality Improvement Project

Work agreement with City of Sheboygan (City) and the Lakeshore Natural Resource Partnership (LNRP)

June 10th, 2024

Project Description

The City of Sheboygan is seeking assistance in developing and implementing nature-based water quality improvement projects within Maywood Environmental Park and Evergreen Park, which are located along the Pigeon River corridor. The goal of this project is to improve water quality and restore ecological function and value to Maywood and Evergreen Park properties through implementation of green infrastructure and nature-based solutions that help mitigate runoff, reduce erosion, and reduce nutrient inputs to the Pigeon River and downstream Lake Michigan. Long-term benefits will include more resilient habitat and enhanced recreational opportunities within the park properties and healthier downstream waters.

Deliverables

LNRP will assist the City in implementing the design of a green infrastructure project at Maywood and Evergreen Park

- LNRP will manage contractor services including the bid process, budget management, timeline management, and all contracting/invoicing
 - Secure contracting
 - Baseline Data Collection, field assessments
 - Conceptual design and review
 - Preliminary design plans solidified
- LNRP will prepare grant reports as required by the funder and send to the city using the FFLM template
- LNRP will coordinate meetings between the City and the contractor as needed to ensure ease of implementation
- LNRP will facilitate stakeholder engagement around this project as part of the 9 Key Element Outreach for the Pigeon River

Budget

LNRP will invoice the city quarterly starting he final invoice will be sent once the final report is submitted. This will cover the cost of contracted services and LNRP's time for outreach and to manage the project. The total payment from the City to LNRP will total \$70,000.



6/18/24

Amy Lentz

Director of Projects (LNRP)



Joe Kerlin

Superintendent of Parks and Forestry (City)

**CITY OF SHEBOYGAN
R. C. 154-24-25**

BY PUBLIC WORKS COMMITTEE.

NOVEMBER 4, 2024.

Your Committee to whom was referred Gen. Ord. No. 23-24-25 by Alderpersons Dekker and Ramey amending section 8-16 of the Sheboygan Municipal Code so as to expand beach access for pets; recommends adopting the Ordinance.

Committee:

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of
Sheboygan

Meredith DeBruin, City Clerk, City of
Sheboygan

**CITY OF SHEBOYGAN
ORDINANCE 23-24-25**

BY ALDERPERSONS DEKKER AND RAMEY.

OCTOBER 21, 2024.

AN ORDINANCE amending section 8-16 of the Sheboygan Municipal Code so as to expand beach access for pets.

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

SECTION 1: AMENDMENT “Sec 8-16 Pets Prohibited In Parks And On Public Grounds Except In Designated Areas; Regulations” of the Sheboygan Municipal Code is hereby *amended* as follows:

AMENDMENT

Sec 8-16 Pets Prohibited In Parks And On Public Grounds Except In Designated Areas; Regulations

- (a) Pets are prohibited in all city parks, beaches or other public grounds, except in areas designated by the common council and posted by the superintendent of parks as either off-leash or on-leash areas, or in areas designated by the common council for the training or showing of pets.
- (b) *Designated off-leash areas.* Unleashed pets shall be allowed at the following locations, provided that they are at all times under immediate control, such as by voice command of the owner or other person physically capable of restraining the pet:
 - (1) Lakeview Park Beach area delineated by the superintendent of parks with signage;
 - (2) City-owned property east of Lakeshore Road (County LS) north of the Pigeon River, within the Pigeon River Environmental Corridor;
 - (3) City-owned property on the northwest corner of the intersection of Center Avenue and North 9th Street;
 - (4) The Sheboygan Dog Run Park located at 4108 South 18th Street.
 - (5) The beach area north of North Point Overlook between the Sheboygan Water Utility facility and the Wisconsin Maritime Historical Marker.
- (c) *On-leash areas.*
 - (1) Pets shall be allowed at the following locations: provided they are restrained by a substantial leash or chain not exceeding eight feet in length, or a retractable leash not exceeding 15 feet in length in the hands of a person directly controlling the movement of the animal. Pets are not allowed within 20 feet of playground and splash pad areas or in park shelters and buildings:

- a. Lakeview Park;
 - b. North Point Park, north of the northernmost jetty;
 - c. North Point overlook pedestrian path;
 - d. The city's urban recreational trails;
 - e. City-owned Green Wing Drive retention ponds;
 - f. The city-owned green space area adjacent to Fisherman's Creek on the south side of Camelot Boulevard between 1211 and 1411 Camelot Boulevard;
 - g. Area 8 of Kiwanis Park unless off-leash signage applies;
 - h. Evergreen Park;
 - i. Jaycee Park excluding the Quarry Beach area;
 - j. Jaycee Park to Mill Road along the Pigeon River Corridor;
 - k. Moose Park unless off-leash signage applies;
 - l. Cleveland Park unless off-leash signage applies;
 - m. Any City-owned property when requested as part of a special event. Requests shall be submitted with the special events application and approval may be given by the director of public works in his or her discretion. A copy of the written approval shall be maintained by the event organizer throughout the event when a pet is onsite and shall be presented to law enforcement upon request. Law enforcement may revoke permission if the pets create a disturbance.
- (d) Any person owning or having charge, custody, care or control of a pet who shall permit the pet to be present in any of the prohibited areas or in any of the designated areas in violation of the provisions of this section shall be subject to penalty as provided in section 8-4.
- (e) Any person owning or having charge, custody, care or control of a pet in a designated off-leash or on-leash area who fails to clean up the pet's feces shall be subject to a forfeiture of \$125.00, together with the costs of prosecution, and in default of payment thereof, imprisonment in the county jail until such forfeiture and costs are paid, but not to exceed 30 days.
- (f) The superintendent of parks shall post areas designated as off-leash and on-leash areas where pets are allowed, shall post the forfeiture amount for violations for subsection (e) above, and shall supply waste receptacles for the public's use in complying with the requirements of subsection (e) above.
- (g) This section shall not apply to police dogs.

(Code 1997, § 18-15; Ord. No. 78-01-02, § 2, 2-4-2002; Ord. No. 35-03-04, § 1, 10-20-2003; Ord. No. 100-05-06, § 1, 5-15-2006; Ord. No. 77-06-07, § 1, 2-19-2007)

SECTION 2: REPEALER CLAUSE All ordinances or resolutions or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

SECTION 3: EFFECTIVE DATE This Ordinance shall be in effect from and after its passage and publication according to law.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

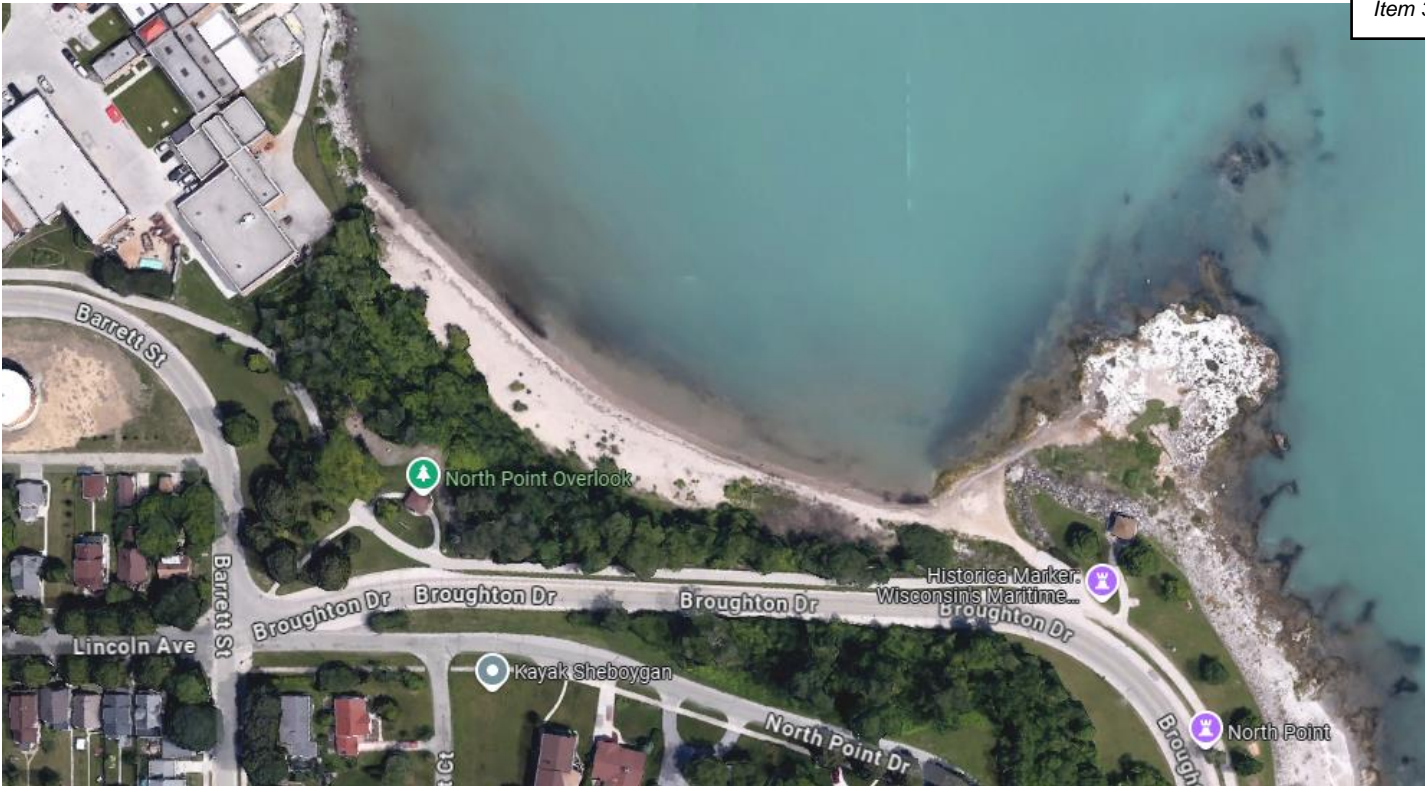
_____.

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of Sheboygan

Meredith DeBruin, City Clerk, City of Sheboygan



**CITY OF SHEBOYGAN
R. C. 153-24-25**

BY PUBLIC WORKS COMMITTEE.

NOVEMBER 4, 2024.

Your Committee to whom was referred Gen. Ord. No. 22-24-25 by Alderpersons Dekker and Ramey establishing new winter parking restrictions on South 23rd Street and South 24th Street between Indiana Avenue and Georgia Avenue; recommends adopting the Ordinance.

Committee:

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of
Sheboygan

Meredith DeBruin, City Clerk, City of
Sheboygan

**CITY OF SHEBOYGAN
GENERAL ORDINANCE 22-24-25**

BY ALDERPERSONS DEKKER AND RAMEY.

OCTOBER 21, 2024.

AN ORDINANCE establishing new winter parking restrictions on South 23rd Street and South 24th Street between Indiana Avenue and Georgia Avenue.

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

SECTION 1: Pursuant to Sheboygan Municipal Code Section 52-108 authorizing the Common Council to establish regulations limiting the time and prescribing the hours for parking, standing, and stopping of vehicles and designating the areas in streets, alleys, and other public places to which the regulations apply, the west side of South 23rd Street between Indiana Avenue and Georgia Avenue and the east side of South 24th Street between Indiana Avenue and Georgia Avenue are hereby added to the list of locations where parking is prohibited from December 1st to March 31st.

SECTION 2: The Department of Public Works is hereby authorized and directed to install all signs necessary and appropriate to communicate this ordinance with the public.

SECTION 3: The Police Department is hereby authorized and directed to enforce the parking restrictions established by this ordinance.

SECTION 4: REPEALER CLAUSE All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

SECTION 5: EFFECTIVE DATE This ordinance shall be in effect from and after its passage and publication according to law.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of Sheboygan

Meredith DeBruin, City Clerk, City of Sheboygan

**CITY OF SHEBOYGAN
R. C. 152-24-25**

BY PUBLIC WORKS COMMITTEE.

NOVEMBER 4, 2024.

Your Committee to whom was referred Gen. Ord. No. 21-24-25 by Alderpersons Dekker and Ramey making various changes regarding winter parking and snow emergencies.; recommends to repeal and replace Sec. 20-4(b)(3) to read: "...once the snowplow has cleared snow to the curbing for the opposite side of the said street, vehicles shall be relocated to the cleared side by no later than midnight, where they shall remain, when parked, for the remaining duration of the next snow emergency day...".

Committee:

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of
Sheboygan

Meredith DeBruin, City Clerk, City of
Sheboygan

**CITY OF SHEBOYGAN
ORDINANCE 21-24-25 SUBS. OF**

BY ALDERPERSONS DEKKER AND RAMEY.

NOVEMBER 4, 2024.

AN ORDINANCE making various changes regarding winter parking and snow emergencies.

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

SECTION 1: **AMENDMENT** “Sec 52-234 Definitions” of the Sheboygan Municipal Code is hereby *amended* as follows:

AMENDMENT

Sec 52-234 Definitions

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

Vehicle means every device in, upon or by which any person or property is or may be transported or drawn upon a street or highway.

Winter season means the period from December 1 through ~~March~~April 31~~30~~ of the next calendar year, unless sooner terminated by council resolution or mayoral proclamation.

(Code 1975, § 38-90; Code 1997, § 118-241; Ord. No. 110-99-00, § 1, 4-5-2000)

SECTION 2: **AMENDMENT** “Sec 20-4 Emergency Powers; Parking Restrictions During Snow Emergency” of the Sheboygan Municipal Code is hereby *amended* as follows:

AMENDMENT

Sec 20-4 Emergency Powers; Parking Restrictions During Snow Emergency

- (a) The emergency powers of the council or mayor conferred under this article include the general authority to order whatever is necessary and expedient for the health, safety, welfare, and good order of the city in such emergency and shall include, without

limitation because of enumeration, the power to designate any public street, thoroughfare, or vehicle parking areas closed to motor vehicles and pedestrian traffic, notwithstanding any provisions of Wis. Stats. chs. 341 through 349 or other provisions of law.

- (b) Whenever the powers conferred in this article are exercised because of ~~a heavy snowstorm or blizzard~~ winter weather conditions, the following parking restrictions shall be in effect:
- (1) All no parking restrictions relating to parking on one side of the street only shall be suspended on all streets during a snow emergency.
 - (2) Parking of vehicles on designated snow emergency routes, boulevards, cul-de-sacs, and dead ends is completely prohibited during the period of a snow emergency.
 - (3) When a snow emergency exists, where parking has not been prohibited by subsection (b)(2) of this section, ~~between the hours of 12:00 midnight and 6:00 a.m.;~~ vehicles shall ~~only~~ park on the even or odd side of the street corresponding to the calendar date of each snow emergency declaration day. Once the snow plow has cleared snow to the curbing for the opposite side of said street, vehicles shall be relocated to the cleared side by no later than midnight, where they shall remain, when parked, for the remaining duration of the next snow emergency day. If a snow emergency is in effect more than 48 hours, vehicles shall be parked on the even or odd side of the street corresponding to the calendar date of each snow emergency declaration day but may be relocated to the opposite side once snow is cleared to the curbing. even side of the street (that is west and north sides) on even days, and vehicles shall only park on the odd side of the street (that is, east and south sides) on odd days. Vehicles must still comply with all other parking regulations as to place, other than the suspension of the one-side-parking-only provisions provided in subsection (b)(1) of this section, and time.
 - (4) The snow emergency will end when officially lifted by council or mayoral proclamation.

(Code 1975, § 2-374; Code 1997, § 42-104; Ord. No. 36-97-98, § 1, 9-3-1996; Ord. No. 31-04-05, § 1, 10-4-2004; Ord. No. 53-10-11, § 2, 3-7-2011; Ord. No. 14-11-12, § 2, 7-5-2011)

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

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

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

_____.

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of
Sheboygan

Meredith DeBruin, City Clerk, City of
Sheboygan

**CITY OF SHEBOYGAN
ORDINANCE 21-24-25**

BY ALDERPERSONS DEKKER AND RAMEY.

OCTOBER 21, 2024.

AN ORDINANCE making various changes regarding winter parking and snow emergencies.

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

SECTION 1: **AMENDMENT** “Sec 52-234 Definitions” of the Sheboygan Municipal Code is hereby *amended* as follows:

AMENDMENT

Sec 52-234 Definitions

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

Vehicle means every device in, upon or by which any person or property is or may be transported or drawn upon a street or highway.

Winter season means the period from December 1 through ~~March~~April 31~~30~~ of the next calendar year, unless sooner terminated by council resolution or mayoral proclamation.

(Code 1975, § 38-90; Code 1997, § 118-241; Ord. No. 110-99-00, § 1, 4-5-2000)

SECTION 2: **AMENDMENT** “Sec 20-4 Emergency Powers; Parking Restrictions During Snow Emergency” of the Sheboygan Municipal Code is hereby *amended* as follows:

AMENDMENT

Sec 20-4 Emergency Powers; Parking Restrictions During Snow Emergency

- (a) The emergency powers of the council or mayor conferred under this article include the general authority to order whatever is necessary and expedient for the health, safety, welfare, and good order of the city in such emergency and shall include, without

limitation because of enumeration, the power to designate any public street, thoroughfare, or vehicle parking areas closed to motor vehicles and pedestrian traffic, notwithstanding any provisions of Wis. Stats. chs. 341 through 349 or other provisions of law.

- (b) Whenever the powers conferred in this article are exercised because of ~~a heavy snowstorm or blizzard~~ winter weather conditions, the following parking restrictions shall be in effect:
- (1) All no parking restrictions relating to parking on one side of the street only shall be suspended on all streets during a snow emergency.
 - (2) Parking of vehicles on designated snow emergency routes, boulevards, cul-de-sacs, and dead ends is completely prohibited during the period of a snow emergency.
 - (3) When a snow emergency exists, where parking has not been prohibited by subsection (b)(2) of this section, ~~between the hours of 12:00 midnight and 6:00 a.m.;~~ vehicles shall ~~only~~ park on the even or odd side of the street corresponding to the calendar date of each snow emergency declaration day. Once the snow plow has cleared snow to the curbing for the opposite side of said street, vehicles shall be relocated to the cleared side where they shall remain, when parked, for the remaining duration of the next snow emergency day. If a snow emergency is in effect more than 48 hours, vehicles shall be parked on the even or odd side of the street corresponding to the calendar date of each snow emergency declaration day but may be relocated to the opposite side once snow is cleared to the curbing. even side of the street (that is west and north sides) on even days, and vehicles shall only park on the odd side of the street (that is, east and south sides) on odd days. Vehicles must still comply with all other parking regulations as to place, other than the suspension of the one-side-parking-only provisions provided in subsection (b)(1) of this section, and time.
 - (4) The snow emergency will end when officially lifted by council or mayoral proclamation.

(Code 1975, § 2-374; Code 1997, § 42-104; Ord. No. 36-97-98, § 1, 9-3-1996; Ord. No. 31-04-05, § 1, 10-4-2004; Ord. No. 53-10-11, § 2, 3-7-2011; Ord. No. 14-11-12, § 2, 7-5-2011)

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

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

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

_____.

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of
Sheboygan

Meredith DeBruin, City Clerk, City of
Sheboygan

**CITY OF SHEBOYGAN
R. C. 155-24-25**

BY LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE.

NOVEMBER 4, 2024.

Your Committee to whom was referred Gen. Ord. No. 24-24-25 by Alderpersons Rust and La Fave updating Chapter 12 of the Sheboygan Municipal Code entitled "Buildings and Construction" and making such additional changes to the Code as necessary to connect the changes made in Chapter 12; recommends adopting the Ordinance.

Committee:

_____	_____
_____	_____
_____	_____

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

_____.

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of
Sheboygan

Meredith DeBruin, City Clerk, City of
Sheboygan

**CITY OF SHEBOYGAN
ORDINANCE 24-24-25**

BY ALDERPERSONS RUST AND LA FAVE.

OCTOBER 21, 2024.

AN ORDINANCE updating Chapter 12 of the Sheboygan Municipal Code entitled "Buildings and Construction" and making such additional changes to the Code as necessary to connect the changes made in Chapter 12.

NOW THEREFORE, be it ordained by the Common Council of the City of Sheboygan, in the State of Wisconsin, as follows:

SECTION 1: **AMENDMENT** "Sec 2-581 Residency Requirement" of the Sheboygan Municipal Code is hereby *amended* as follows:

AMENDMENT

Sec 2-581 Residency Requirement

- (a) All members of boards or commissions shall be city residents and maintain residency in the city while under the employment or service of the city. In the event that any such member of a board or commission does not meet the foregoing requirement, the office or position shall be automatically forthwith vacated, and such vacancy shall be filled in the manner prescribed by law or ordinance.
- (b) Notwithstanding subsection (a) of this section, the residency requirement shall not apply:
 - (1) To members of a business improvement district board who own or occupy real property in the business improvement district.
 - (2) To nonvoting members of advisory committees to the common council.
 - (3) To licensed members of the board of examiners, ~~provided that they hold a current active license for their membership classification and maintain their principal business office or place of employment in the city.~~
 - (4) To members of the mayor's special international committee residing within the boundaries of the Sheboygan Area School District.
 - (5) To one member of the board of waterworks commissioners who owns real property within and owns or operates a business within the city.
 - (6) To members of the architectural review board established pursuant to section 105-1012 of the city land development code.
- (c) Nothing in this division shall prevent the city administrator from inviting noncity residents to participate as a member of a team of employees or persons with special expertise whose role shall be to advise the city administrator on matters over which the city administrator may make reports or recommendations to the mayor or common

council.

(Code 1997, § 2-428)

SECTION 2: AMENDMENT “Sec 12-3 Liability Of Inspector” of the Sheboygan Municipal Code is hereby *amended* as follows:

AMENDMENT

Sec 12-3 Liability Of Inspector

Any action taken by an inspector, code enforcement officer or ~~their inspector's~~ agent, or by any member of a city board to enforce the regulations of this chapter shall be considered as done in the name of and on behalf of the city, and the inspector, code enforcement officer, or member of the board in so acting for the city shall not be adjudged liable for any damage that may accrue to persons or property as the result of any such action taken in the discharge of their duties. Any legal action brought against the inspector, code enforcement officer, or members of the board, in such capacity, shall be defended by the city attorney until final termination of the proceedings unless such employee acted with malice or criminal negligence in the performance of the duties at issue in the proceeding.

(Code 1975, § 20-65; Code 1997, § 26-3; Ord. No. 92-97-98, § 3, 2-2-1998)

SECTION 3: AMENDMENT “Sec 12-4 Board Of License Examiners” of the Sheboygan Municipal Code is hereby *amended* as follows:

AMENDMENT

Sec 12-4 Board Of License Examiners

- (a) There is hereby established a board of license examiners in and for the city, hereinafter referred to as the board.
- (b) The board shall consist of five voting members ~~who shall be city residents.~~ The members shall be appointed by the mayor ~~and~~ one shall be an alderperson, ~~who shall be the chairperson of the board.~~ The four remaining members shall be chosen from among the following groups of people, in any combination as the mayor sees fit:
 - (1) Persons actively engaged in the building contracting business who hold a valid city license or certification ~~Electrical contractors actively established in the electrical contracting business in the city;~~
 - (2) ~~State-~~licensed dwelling qualifier contractors registered with the city ~~journeyman electricians;~~

- (3) Persons actively engaged in the heating contracting business who hold a valid city license~~Licensed master electricians;~~
- (4) ~~Regular plant electricians; L~~State-licensed heating qualifier contractors registered with the city;~~Persons actively engaged in the general contracting business.~~
- (c) The mayor shall appoint, subject to common council confirmation, two alternate members of the board who shall be actively engaged in the contracting business, in addition to the five members provided for in subsection (b) of this section. The alternate members shall act, with full power, only when a member of the board refuses or declines to vote, is disqualified because of interest, or when a member is absent. Alternate members may be among those identified in subsection (b) or be a state-licensed master electrician, journeyman electrician, or master plumber.
- (d) The members of the board shall be appointed by the mayor for two-year terms, subject to confirmation by the council. Two of the members shall be appointed on the third Tuesday in April of the even-numbered years, and two members shall be appointed on the third Tuesday in April of the odd-numbered years. The ~~council member~~alderperson shall be elected by the council at its first regular meeting of each year.
- (e) Vacancies on the board shall be filled for the unexpired term in the same manner as for regular appointments. Members shall hold office until their successors are appointed and qualified.
- (f) All members of the board shall have qualified in accordance with the requirements governing their classifications before confirmation by the council.
- (g) Each member of the board shall, before entering upon the discharge of the duties of the office, take and file the official oath.
- (h) *Meetings.*
- (1) The board shall meet at least bimonthly.
 - (2) ~~Special meetings and hearings may be called by t~~The director of planning and development, ~~or~~ the director's designee, ~~or by the board chair of the board may call special meetings and hearings.~~ The board may consider and decide ~~at any regular or special meeting or hearing,~~ any matter within its jurisdiction at any regular or special meeting or hearing.
 - (3) Three voting members of the board (including alternate members acting pursuant to the authority in subsection (c) above) shall constitute a quorum for the transaction of business.
 - (4) At its first meeting each year after council confirmation of mayoral appointments to the board and election of an alderperson~~ie~~ member, as provided in subsection (d) of this section, the board shall elect officers to serve for a term of one year. The officers shall consist of a chairperson and a vice-chairperson; the director of planning and development or the director's designee shall act as the secretary.
- (i) The secretary of the board or secretary's designee shall keep a record of all the proceedings of the board, together with the necessary registers showing all applications for the examination and license and showing thereon for each the date of application, name, qualifications, place of business, place of residence and whether the

application was granted or refused. The books and registers of the board shall be prima facie evidence of all matters recorded therein. The secretary or designee shall prepare a roster of all licensed contractors and shall file a copy of the same with the building city clerk and the inspection office. ~~It shall be the duty of the secretary of the board to promptly notify each of the officers of a revocation or reissuance of a license.~~

- (j) The board shall have the power to make such bylaws, rules and regulations governing the conduct of its meetings and hearings as it may deem necessary, provided the same do not conflict with the laws of the city and the state.

(Code 1997, § 26-5)

SECTION 4: ADOPTION “Sec 12-5 Board Of Appeals” of the Sheboygan Municipal Code is hereby *added* as follows:

ADOPTION

Sec 12-5 Board Of Appeals(*Added*)

Unless otherwise stated, the zoning board of appeals ~~As~~ established in section 105-1011 – ~~(board of appeals)~~, shall serve as the official appeal board within this chapter.

SECTION 5: AMENDMENT “ARTICLE 12-II BUILDING CODES” of the Sheboygan Municipal Code is hereby *amended* as follows:

AMENDMENT

ARTICLE 12-II BUILDING ~~CODES~~INSPECTION DIVISION

SECTION 6: AMENDMENT “DIVISION 12-II-2 BUILDING INSPECTION DEPARTMENT” of the Sheboygan Municipal Code is hereby *amended* as follows:

AMENDMENT

DIVISION 12-II-~~2~~1 BUILDING INSPECTION ~~DEPARTMENT~~DIVISION GENERALLY

SECTION 7: AMENDMENT “Sec 12-69 Establishment” of the Sheboygan Municipal Code is hereby *amended* as follows:

AMENDMENT

Sec 12-~~69~~10 Establishment

A building inspection ~~department~~ivision is established in the ~~building inspection~~city planning and development department which shall incorporate the functions of building, electrical, HVAC, plumbing, heating code enforcement, and housing inspections.

(Code 1975, § 2-181; Code 1997, § 26-66)

SECTION 8: AMENDMENT “Sec 12-70 Records And Reports” of the Sheboygan Municipal Code is hereby *amended* as follows:

AMENDMENT

Sec 12-~~70~~11 Records And Reports

- (a) All employees in the building inspection ~~department~~ivision shall keep and file a complete inspection report on prescribed forms.
- (b) The ~~department~~ivision shall keep a record of all inspections, a record of all fees collected, showing the date of receipt, and remit all sums received to the finance director/treasurer on a weekly basis or more often when requested to do so by the finance director/treasurer. ~~The manager of planning and inspection services or the manager's designee shall make a consolidated monthly report and annual report to the common council and a weekly report on all building activities to the local press.~~

(Code 1975, § 2-182; Code 1997, § 26-67)

SECTION 9: AMENDMENT “Sec 12-71 Duties Of Inspectors” of the Sheboygan Municipal Code is hereby *amended* as follows:

AMENDMENT

Sec 12-~~71~~12 Duties Of Inspectors

SECTION 10:AMENDMENT “Sec 12-72 Access To Premises” of the Sheboygan Municipal Code is hereby *amended* as follows:

AMENDMENT

Sec 12-~~72~~13 Access To Premises

- (a) ~~The Any building~~ inspector of the building inspection division, upon written notice stating the reason therefor, shall, within 24 hours after service of such notice, have free and unobstructed access between the hours of 7:00 a.m. and 6:00 p.m., to any part of a private home or premises where work has been performed, or is being performed, pursuant to a permit issued under ~~section 12-36~~this chapter.
- (b) ~~The Any~~ inspector shall have free access at all times, without such notification, to any building under construction or any public building for the purpose of determining compliance with the provisions of this article and the applicable state and federal regulations.

(Code 1997, § 26-70; Ord. No. 76-02-03, § 5, 4-2-2003)

SECTION 11:ADOPTION “Sec 12-14 Issuance And Withholding Of Permits” of the Sheboygan Municipal Code is hereby *added* as follows:

ADOPTION

Sec 12-14 Issuance And Withholding Of Permits(*Added*)

- (a) Issuance of and payment for permits; arrearages. The applicant shall make all payments for licenses and permits issued pursuant to this chapter to the planning and development department.
- (b) Arrearages. The payment of the following payments shall be a condition precedent to the granting of any such license or permit issued pursuant to this chapter, except as provided in section 2-839(c) of this code. Any license or permit issued improperly is null and void.
 - (1) all arrears and fees owed to the building inspection division;
 - (2) all personal property taxes, special assessments, special charges, taxes imposed pursuant to chapter 50 of this code;
 - (3) all forfeitures or judgments resulting from conviction for violation of any provision of this code;;
 - (4) all other judgments due and owing from the applicant to the city at the time of the application and any such judgment relating to the property or business previously licensed if the new license is granted consequent or conditionally

upon the sale or transfer of the business or stock in trade or furnishings or equipment of the premises or of the ownership or control of a corporation.

(c) Non-issuance. No further permits shall be issued, or inspections made to any licensee or property owner until all lawful orders of any building division inspector have been complied with.

(d) Delay and bad faith. Bad faith or unreasonable delay in the performance of contracting work or failure to respond promptly to official communications shall be deemed sufficient reason for withholding permits.

~~all personal property taxes, special assessments, special charges, taxes imposed pursuant to chapter 50, all forfeitures or judgments resulting from conviction for violation of any provision of this Code all arrears and fees owed to the division (5) all other judgments due and owing from the applicant to the city at the time of the application and any of such judgment relating to the property or business previously licensed if the new license is granted consequent or conditionally upon the sale or transfer of the business or stock in trade or furnishings or equipment of the premises or of the ownership or control of a corporation (e) Non-issuance. No further permits shall be issued, or inspections made to any licensee or property owner until have been paid, or all lawful orders of any building division inspector have been complied with. (d) Delay and bad faith.~~

SECTION 12: AMENDMENT “DIVISION 12-II-1 BUILDING CODES GENERALLY” of the Sheboygan Municipal Code is hereby *amended* as follows:

AMENDMENT

DIVISION 12-II-~~1~~2 BUILDING CODES GENERALLY

SECTION 13: ADOPTION “Sec 12-20 Compliance With Building Code” of the Sheboygan Municipal Code is hereby *added* as follows:

ADOPTION

Sec 12-20 Compliance With Building Code(*Added*)

(a) The provisions of this article shall not abrogate the responsibility of any person to comply with any provisions of the state building code and the city building and zoning codes.

(b) This article establishes minimum standards for dwellings, dwelling units and accessory buildings and does not replace or modify standards otherwise established for the construction, replacement, or repair of buildings except such as are in conflict with the

provisions of this article. In any case where a provision of this article is found to be in conflict with a provision in any zoning, building, fire, safety, or health ordinance or code of the city, existing on the effective date of the ordinance from which this article is derived, the provision which establishes the higher standard for the promotion and protection of the safety and health of the people shall prevail.

SECTION 14: AMENDMENT “Sec 12-27 Building Codes Adopted” of the Sheboygan Municipal Code is hereby *amended* as follows:

AMENDMENT

Sec 12-~~27~~21 Building Codes Adopted

- (a) *In General.* The city adopts by reference, as though fully set forth in this chapter, the state codes and all amendments thereto applicable to those classes of building to which such code applies. The adopted code is comprised of the following state statutes and administrative rules:
- (1) Wis. Stat. § 145, Plumbing and Fire Protection Systems and Swimming Pool Plan Review.
 - (2) Wis. Admin. Code ch SPS 305, Licenses, Certifications and Registrations.
 - (3) Wis. Admin. Code ch. SPS 306, Electrical.
 - (4) Wis. Admin. Code ch. SPS 360, Erosion Control, Sediment Control and Stormwater Management.
 - (5) Wis. Admin Code ch. SPS 381, Definitions and Standards.
 - (6) Wis. Admin. Code ch. SPS 382, Design, Construction, Installation, Supervisions, Maintenance and Inspection of Plumbing.
 - (7) Wis. Admin. Code ch. SPS 383, Private Onsite Wastewater Treatment Systems.
 - (8) Wis. Admin. Code ch. SPS 384, Plumbing Products.
 - (9) Wis. Admin. Code ch. SPS 385, Soil and Site Evaluations.
 - (10) Wis. Admin. Code ch. SPS 386, Boat and On-Shore Sewage Facilities.
 - (11) Wis. Admin. Code ch. SPS 387, Private Onsite Wastewater Treatment System Replacement or Rehabilitation Financial Assistance Program.
- (b) *Uniform dwelling code.* The city adopts by reference, as though fully set forth in this chapter, the state uniform dwelling code and all amendments thereto applicable to all new and existing one- and two-family dwelling including alterations and additions thereto. The adopted code is comprised of the following state administrative rules:
- ~~(1) Wis. Admin. Code ch. SPS 316, Electrical.~~
 - (2) Wis. Admin. Code ch. SPS 320, Administration and Enforcement.
 - (3) Wis. Admin. Code ch. SPS 321, Construction Standards.
 - (4) Wis. Admin. Code ch. SPS 322, Energy Conservation.
 - (5) Wis. Admin. Code ch. SPS 323, Heating, Ventilating and Air Conditioning.
 - (6) Wis. Admin. Code ch. SPS 324, Electrical Standards.

- (7) Wis. Admin. Code ch. SPS 325, Plumbing.
- (c) *Commercial building code*. The city adopts by reference, as though fully set forth in this chapter, the state commercial building code and all amendments thereto applicable to those classes of building to which such code applies. The adopted code is comprised of the following state administrative rules:
- ~~(1) Wis. Admin. Code ch. SPS 360, Erosion Control, Sediment Control and Stormwater Management.~~
 - (2) Wis. Admin. Code ch. SPS 361, Administration and Enforcement.
 - (3) Wis. Admin. Code ch. SPS 362, Buildings and Structures.
 - (4) Wis. Admin. Code ch. SPS 363, Energy Conservation.
 - (5) Wis. Admin. Code ch. SPS 364, Heating, Ventilating and Air Conditioning.
 - (6) Wis. Admin. Code ch. SPS 365, Fuel Gas Appliances.
 - (7) Wis. Admin. Code ch. SPS 366, Existing Buildings.
 - ~~(8) Wis. Admin. Code ch. SPS 381, Definitions and Standards.~~
 - ~~(9) Wis. Admin. Code ch. SPS 382, Design, Construction, Installation, Supervisions, Maintenance and Inspection of Plumbing.~~
 - ~~(10) Wis. Admin. Code ch. SPS 383, Private Onsite Wastewater Treatment Systems.~~
 - ~~(11) Wis. Admin. Code ch. SPS 384, Plumbing Products.~~
 - ~~(12) Wis. Admin. Code ch. SPS 385, Soil and Site Evaluations.~~
 - ~~(13) Wis. Admin. Code ch. SPS 386, Boat and On-Shore Sewage Facilities.~~
 - ~~(14) Wis. Admin. Code ch. SPS 387, Private Onsite Wastewater Treatment System Replacement or Rehabilitation Financial Assistance Program.~~
- (d) *State uniform building code*. The Wisconsin Uniform Building Code prepared by the Building Inspectors' Association of Southeastern Wisconsin, as amended from time to time, is hereby adopted by reference as the city's building code with the exception sections 30.20(3) of chapter 3; section 30.06(2) and (3) of chapter 2; and section 30.40 of chapter 5.
- (e) *International building code*. The International Building Code, chapters 1—35, as amended from time to time, are adopted by reference, a copy of which is on file in the city's building inspection department.

(Code 1997, §§ 9-1, 26-36, 26-37; Ord. No. 99-97-98, § 2, 2-2-1998; Ord. No. 17-09-10, § 1, 9-21-2009; Ord. No. 58-10-11, § 1, 4-6-2011; Ord. No. 17-11-12, § 1, 7-5-2011)

SECTION 15:AMENDMENT “Sec 12-28 Property Maintenance Code Adopted” of the Sheboygan Municipal Code is hereby *amended* as follows:

AMENDMENT

Sec 12-~~28~~22 Property Maintenance Code Adopted

- (a) The International Property Maintenance Code published by the International Code

Council, together with all appendices and amendments thereto, is adopted by reference, except as follows:

- (1) The following sections and subsections are specifically excluded:
 - a. Subsection 102.3—Application of other codes;
 - b. Section 103—Code compliance agency;
 - c. Section 106—Means of appeal;
 - d. Section 108—Board of appeals;
 - e. Section 303—Swimming pools, spas, and hot tubs. ~~Subsection 304.3.~~
- (2) The following sections and subsections are modified as set forth below:
 - a. Section 302.1 is modified to provide as follows: "Exterior property and premises shall be maintained in a clean, safe, and sanitary conditions. The occupant shall keep that part of the exterior property that such occupant occupies or controls in a clean and sanitary condition. No person shall use or maintain building exteriors or surrounding premises in a manner that limits the use or enjoyment of neighboring property, or which causes or tends to cause diminution of the value of the property of others in the neighborhood in which such premises is located by reason of exterior storage of scrap lumber, junk, trash, or other debris, including, without limitation of enumeration, discarded objects or equipment such as motor vehicles, furniture, appliances, farm or manufacturing equipment, building materials, or litter."
 - b. ~~Section 301.2 is modified to provide as follows: "No person shall use, occupy, own, or permit use of any structure or premises that does not comply with the requirements of this chapter." Subsection 304.7—~~ Roofs and Drainage to include: is modified to provide as follows: "All roofs shall be structurally sound, tight and have no defects which might admit rain. Roof drainage shall be adequate to prevent rainwater from causing dampness in the walls or interior portion of the building. Existing gutters and downspouts shall be maintained in good repair, and direct water away from all foundations. All dwellings nearer than three feet to property line shall have gutters and downspouts installed on the entire affected side."
 - c. In addition to the requirements of subsection 304.13—Window, skylight, and door frames, ~~w~~ windowpanes and doors which require glazing shall not be boarded up except as a result of weather conditions or replacement and then only on a temporary basis, not to exceed three weeks. Commercial buildings shall comply with the requirements of section 12-~~45380~~(e).
 - d. Subsection 304.14—Insect screens is modified to provide that screens shall be required between May 1 and October 15.
 - e. Subsection 304.18.1—Doors is modified to provide as follows: "Doors providing access to a dwelling unit, rooming unit, or housekeeping unit that is rented, leased, or let shall be equipped with

a lock designed to be readily openable from the side from which egress is to be made without the need for keys, special knowledge, or effort. Such locks shall be installed according to the manufacturer's specifications and maintained in good working order."

- f. Subsection 307.1—Handrails and guardrails is modified to provide as follows: "Every exterior and interior flight of stairs having more than three risers shall have a handrail on one side of the stair and every open portion of a stair, landing, balcony, porch, deck, ramp other walking surface more than 24 inches above the floor or grade below shall have guards. Handrails shall not be less than 30 inches high or more than 38 inches high measured vertically above the nosing of the tread or above the finished floor of the landing or walking surfaces. Guards shall not be less than 36 inches high above the floor of the landing, balcony, porch, deck, or ramp or other walking surface. Exception: Existing handrail and guardrails in good repair may remain per the code in effect at the time of installation."
- g. ~~Subsection 404.5 is modified to provide as follows: "The number of persons occupying a dwelling unit shall not create conditions that, in the opinion of the code official, endanger the life, health, safety or welfare of the occupants. Every room occupied for sleeping purposes shall contain at least 70 square feet of floor space and shall contain at least 50 square feet of floor space for each occupant over 12 years of age and 25 square feet of floor space for each occupant 12 years of age or under."~~ The final sentence of subsection 505.1—Water system - General is modified to provide as follows: "All kitchen sinks, lavatories, laundry facilities, bathtubs and showers shall be supplied with hot or tempered and cold running water in accordance with provisions of the Wis. Admin. Code."
- h. Subsection 602.3—Heat supply is modified to provide that it is effective between September 1 and May 31 and so as to replace the reference to Appendix D of the International Plumbing Code with Wis. Admin. Code § SPS 322.07(2).
- i. Subsection 602.4—Occupiable work spaces is modified to provide that it is effective between September 1 and May 31.
- j. Subsection 603.2—Removal of combustion products is modified to eliminate the exception.
- k. Subsection 604.2—Electrical Facilities - Service is modified to replace the reference to NFPA 70 with Wis. Admin. Code ch. SPS 316.

(b) A copy of the adopted code is on file in the city building inspection department.

(Code 1997, § 26-37; Ord. No. 17-09-10, § 1, 9-21-2009; Ord. No. 58-10-11, § 1, 4-6-2011; Ord. No. 17-11-12, § 1, 7-5-2011)

SECTION 16: **AMENDMENT** “Sec 12-29 Administration And Enforcement” of the Sheboygan Municipal Code is hereby *amended* as follows:

A M E N D M E N T

Sec 12-~~29~~23 Administration And Enforcement

The director of planning and development or the director's designee, ~~as certified by the department of industry, labor and human relations~~, is hereby authorized and directed to administer and enforce all of the provisions of this chapter, including all codes referenced herein.

(Code 1997, § 26-37; Ord. No. 17-09-10, § 1, 9-21-2009; Ord. No. 58-10-11, § 1, 4-6-2011; Ord. No. 17-11-12, § 1, 7-5-2011)

SECTION 17: **AMENDMENT** “Sec 12-30 Notice Of Pending Violation To Prospective Purchasers” of the Sheboygan Municipal Code is hereby *amended* as follows:

A M E N D M E N T

Sec 12-~~30~~24 Notice Of Pending Violation To Prospective Purchasers

The owner of a building on which a notice has been issued concerning a building violation under this chapter; shall be required to inform any prospective purchaser of the notice of building violation; ~~when~~ where the condition giving rise to the notice of violation has not been fully corrected. A violation of this subsection shall subject the owner/seller to a penalty as provided for in section 12-15 and entitle the purchaser who has not received the required notice to make any repairs necessary to bring the property up to the requirements of the building code and to recover the reasonable cost of those repairs from the seller.

(Code 1975, § 9-1; Code 1997, § 26-36; Ord. No. 99-97-98, § 2, 2-2-1998)

SECTION 18: **AMENDMENT** “Sec 12-31 Abatement Of Nuisances” of the Sheboygan Municipal Code is hereby *amended* as follows:

A M E N D M E N T

Sec 12-~~31~~25 Abatement Of Nuisances

Nuisance abatement shall be as follows:

- (a) If real property situated in the city is in violation of those provisions of the municipal building code that affect health or safety, the director of planning and development or ~~in the director's absence, a~~ designee, may commence an action to abate such public nuisances.
- (b) If the director of planning and development or the director's designee deems it necessary to order the abatement or removal of a health or safety nuisance found on any premises or property, the director shall serve notice within a reasonable time of not less than 24 hours. If the owner or occupant shall fail to comply with the notice, the owner shall be subject to the penalty provided in section ~~4812-1~~.
- (c) Any person to whom such order is directed shall comply therewith immediately, but upon petition to the board of zoning appeals shall be afforded a hearing in the manner prescribed in section ~~12-594130~~. After such hearing, depending upon the findings of the board ~~of zoning appeals~~ as to whether the provisions of this chapter and of the rules and regulations adopted pursuant thereto have been complied with, the board ~~of zoning appeals~~ shall continue such order in effect, or modify it, or revoke it.
- (d) Upon the failure of the owner or occupant to abate any nuisance within the time allowed in the notice to abate and remove such nuisance, or if the owner is a nonresident of the city or cannot be found, the director of planning and development or the director's designee shall thereupon cause abatement and removal of such nuisance.
- (e) The cost of abatement or removal of a nuisance by the director of planning and development or the director's designee shall be collected from the owner or occupant, or person causing, permitting or maintaining the nuisance, or such cost may be charged against the premises and, upon certificate of the director ~~of planning and development~~ or the director's designee, assessed against the real estate and collected as are other special taxes.
- (f) Nothing in this chapter shall be construed or interpreted to in any way impair or limit the authority of the city to define and declare nuisances or of the building inspector or the public health director to cause the removal or abatement of nuisances by summary proceedings or other appropriate proceedings.

(Code 1997, § 26-37; Ord. No. 17-09-10, § 1, 9-21-2009; Ord. No. 58-10-11, § 1, 4-6-2011; Ord. No. 17-11-12, § 1, 7-5-2011)

SECTION 19: **REPEAL** “Sec 12-39 Local Operators” of the Sheboygan Municipal Code is hereby *repealed* as follows:

REPEAL

Sec 12-~~39 Local Operators~~ 26 (Reserved)

- ~~(a) All owners of vacant land and vacant residential/commercial buildings within the city and who reside outside of the county and outside of an adjoining county, or who, in~~

~~the case of entities, have a principal place of business outside of the county and outside of a county adjoining an adjoining county, or in the case of a condominium association, have a condominium resident agent with a domicile outside of the county and outside of an adjoining county, shall have a local operator with a physical address and domicile within the county, with authority to accept notice of violations or enforcement of this chapter and shall provide written notice of the local operator to the building inspection department. The following are exempt from having to file the notice required under this section: The building inspection department shall provide local operator notification forms. All owners required by this section to have a local operator shall file a local operator notification form providing the legal name, physical address within the county, date of birth, and telephone number of the local operator. If any information listed on a previously filed local operator notification form changes, the required filer shall, within 15 days of the change in information, file a new form with the building inspection department. Any application filed later than that 15-day period shall result in a late filing fee of \$100.00. Owners of owner-occupied one- and two-family buildings where the ownership is recorded with the county register of deeds. Owners of owner-occupied residential condominium units where the ownership is recorded with the county register of deeds. Owners of convents, monasteries, parish rectories, parsonages and similar facilities where the ownership is recorded with the county register of deeds. Owners of hospitals and residential facilities licensed by the city or the state where the ownership is recorded with the county register of deeds. Government-owned property where the ownership is recorded with the county register of deeds. Owners of newly constructed residential and commercial buildings where the ownership is recorded with the county register of deeds until actual occupancy of any such building or any unit in any such building commences. Owners of vacant land, residential buildings, and commercial buildings and owners of condominium units, owned for less than 15 days prior to sale or other transfer of the buildings or units to new owners. However, anyone acquiring property from such owner shall file a notice pursuant to this section unless otherwise exempt under this subsection. Condominium associations responsible for two-unit residential buildings. Any owner, former owner, or condominium association failing to comply with this section or providing false, misleading or fraudulent information on any form required under this section shall forfeit not less than \$100.00 nor more than \$500.00, together with the cost of the action, and in default of payment thereof may be imprisoned in an appropriate county facility as allowed by law. Each day of violation is a separate offense.~~

(Code 1997, § 26-45)

SECTION 20: **REPEAL** “Sec 12-40 Vacant Building Registration” of the Sheboygan Municipal Code is hereby *repealed* as follows:

REPEAL

Sec 12-40 Vacant Building Registration 28 (Reserved)

- (a) *Purpose.* Registering of vacant residential buildings or any other vacant building, including, but not limited to, buildings designed for manufacturing, industrial, storage or commercial uses is essential for the proper enforcement of the city's building, fire and zoning code and to safeguard persons, property and the general welfare.
- Definitions.* The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:
- Owner* means the person in whom is vested all or part of the legal title to the property or all or part of the beneficial ownership and right to present use and enjoyment of the premises.
- Secured* means a building that has a permanent door or window in each appropriate building opening that is secured to prevent unauthorized entry and has all its door and window components intact and unbroken.
- Unsecured* means any building that does not meet the definition of secured.
- Vacant* means a building which lacks habitual presence of human beings who have a legal right to be on the premises, or at which substantially all lawful business or construction operation or residential occupancy is at a level of at least 95 percent vacant. An owner-occupied, single-family home or owner-occupied, two-family dwelling residential property shall not be deemed vacant if it has been used as a residence by the owner for a period of at least three months within the previous 12 months and the owner intends to resume residing at the property.
- Violation* means that a lawful order has been issued by the city or a department thereof and the conditions forming the basis for the order have not been fully abated.
- Registration required. Exemptions.* The following are exempt from the provisions of this section: *Owner responsibilities.* The owner of any building that has become vacant shall: *Minimum requirements for vacant buildings.* In addition to the requirements of this chapter, vacant buildings shall comply with the following requirements: *Penalties.* Any owner failing to comply with any provisions of this section shall be subject to the penalties provided in section 12-1. The owner of any building that has become vacant shall within 90 days after the building becomes vacant or within 90 days after assuming ownership, whichever is later, file a registration statement for each such building with the department on forms provided by the building inspection department. In addition to other information, the registration statement shall include the name, street address and telephone number of a person 18 years of age or older, designated by the owner as the authorized agent for receiving notices of code violations and for receiving process, in any court proceeding or administrative enforcement proceeding, on behalf of the owner in connection with the enforcement of this section. This person shall reside within the county. The owner shall be required to renew the registration for successive 12-month periods as long as the building remains vacant. Property owned by governmental bodies and the housing authority. Property that is undergoing an active renovation or rehabilitation and all required permits have been obtained. Residential condominium and rental units in buildings whose vacancy rate does not exceed 95 percent. Properties that are part of an estate that is in probate and are not

subject to bankruptcy provided the personal representative or executor resides in the county or an immediately adjoining county. Property that has no outstanding code violations, does not contribute to blight, is ready for occupancy, and is either actively being offered for sale, lease or rent, or is actively being maintained and monitored by the owner. Enclose and secure the building as provided in subsection (f) of this section. Maintain the building in a secure and closed condition until the building is no longer vacant or is legally razed. Acquire or otherwise maintain liability insurance in an amount not less than \$300,000.00 for buildings designed primarily for residential use and not less than \$1,000,000.00 for any other building, including, but not limited to, buildings designed for manufacturing, industrial, storage or commercial uses, covering any damage to any person or any property caused by any physical condition of or in the building. Evidence of this insurance shall be available at the request of a building inspector. *Lot maintenance.* Lot maintenance standards include the lot the building stands on and the surrounding public way and shall meet the following: *Exterior maintenance.* Exterior windows and doors shall be maintained in sound condition and good repair and prevent rain from entering the building. All points of possible ingress and egress shall be secured to prevent unauthorized entry. *Interior maintenance.* *Building security.* All building openings shall be closed and secured, using methods and materials so as to comply with the requirements of section 12-27(a) (2) and (b)(3). All grass and weeds on the premises, including abutting sidewalks, gutters, and alleys, shall be kept below 12 inches in height, and all dead or broken trees, tree limbs or shrubbery shall be cut and removed from the premises. Any public sidewalk adjoining the lot shall be shoveled clear of snow so as to comply with section 48-248. Junk, rubbish and waste, including, but not limited to, any mail or flyers that have been delivered to the building, shall not be permitted to accumulate on any portion of the exterior lot of the building. The lot shall be maintained so that water does not accumulate or stand on the ground. All fences and gates shall be maintained in sound condition and in good repair. It is prohibited to accumulate or permit the accumulation of junk, trash, debris, boxes, lumber, scrap metal or any other materials that may produce any health, fire or safety hazard, or provide harborage for insects, rodents or other vermin. Every foundation, roof, floor, wall, stair, ceiling or other structural support shall be safe and capable of supporting the loads associated with normal usage and shall be kept in sound condition and repair. Any plumbing fixtures shall be maintained with no leaking pipes, and all pipes for water shall either be completely drained or heated to resist being frozen. Every owner shall be responsible for the extermination of insects, rodents and other vermin in or about the premises. *Charge for public safety services.* Any property owner or entity functioning as a trustee of an owner that fails to comply with any provision of this section shall be charged for any public safety services rendered to the property by the police department or fire department while noncompliant with this section. The city shall charge the cost thereof to the owner and, upon notice to the owner, such cost shall be assessed against the real estate as a special charge. Appeal of any determination of the chief of police or fire chief imposing costs against the owner may be submitted for a hearing to the licensing, hearings, and public safety committee of the common council. chapter 68 of the Wisconsin Statutes (Wis. Stats. ch. 68) shall not apply to such an

~~appeal.~~

(Code 1997, § 26-46; Ord. No. 4-11-12, § 1, 11-21-2011)

SECTION 21: ADOPTION “ARTICLE 12-III BUILDING” of the Sheboygan Municipal Code is hereby *added* as follows:

ADOPTION

ARTICLE 12-III BUILDING(*Added*)

SECTION 22: AMENDMENT “DIVISION 12-II-3 CONTRACTORS” of the Sheboygan Municipal Code is hereby *amended* as follows:

AMENDMENT

DIVISION 12-~~H-3~~III-1 CONTRACTORS

SECTION 23: AMENDMENT “Subdivision 12-II-3-I Contractors In General” of the Sheboygan Municipal Code is hereby *amended* as follows:

AMENDMENT

Subdivision 12-~~H-3-I Contractors In General~~III-1-I CONTRACTORS IN GENERAL

SECTION 24: AMENDMENT “Sec 12-103 Definitions” of the Sheboygan Municipal Code is hereby *amended* as follows:

AMENDMENT

Sec 12-~~103~~30 Definitions

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

Construction contractor means ~~ever~~any person engaged in the business of accepting orders or contracts on cost, plus fixed fee, stated sum, percentage, or any combination thereof, or other

compensation than wages, and engaged in work on or in any building or structure requiring the use of stone, brick, mortar, cement, wood, structural steel or iron, sheet metal, piping, tin, lead or any other building material, or doing any paving or curbing on sidewalks, streets, public or private property, using asphalt, brick, stone, cement, wood or any combination thereof, or doing any excavating for foundations or any other purpose; or engaged in the business of building, remodeling, repairing, razing or moving, whether it be by day labor, contract, cost, plus, fixed fee, stated sum, percentage, or any combination thereof, or other compensation other than wages, shall be deemed to be a construction contractor within the meaning of this article. Construction contractors shall be classified as one of the following:

- (a) General contractor.
- (b) Carpenter contractor.
- (c) ~~Register~~Certified contractor.
- (d) ~~Business~~Registered contractor.

(Code 1997, § 26-91; Ord. No. 44-97-98, § 1, 7-21-1997)

SECTION 25: AMENDMENT “Sec 12-104 Exemptions” of the Sheboygan Municipal Code is hereby *amended* as follows:

AMENDMENT

Sec 12-~~104~~31 Exemptions

The provisions of this division shall not apply to the following:

- (a) Authorized representatives of the United States of America, the state, the county or the city.
- (b) Owners of property engaged in building structures or making repairs thereon for their own use.
- ~~(e) State certified dwelling contractors, i.e., contractors constructing or performing work on one- and two-family dwellings in which they have no legal or equitable interest, who possess a current certificate of financial responsibility from the state department of safety and professional services under Wis. Stats. § 101.654.~~

(Code 1997, § 26-92; Ord. No. 44-97-98, § 1, 7-21-1997)

SECTION 26: AMENDMENT “Sec 12-105 Certain Acts Unlawful” of the Sheboygan Municipal Code is hereby *amended* as follows:

AMENDMENT

Sec 12-~~105~~32 Certain Acts Unlawful

Any person presenting or attempting to file or use the license, certification, or registration of another, or who shall give false or forged evidence of any kind to the board of license examiners or to any member thereof, to obtain or maintain a license; or certification~~registration~~, or who shall falsely impersonate another, or who shall use an expired or revoked license, certification, or registration or shall violate any of the provisions of this division shall be subject to the penalties provided in section 12-1.

(Code 1997, § 26-93; Ord. No. 44-97-98, § 1, 7-21-1997; Ord. No. 42-10-11, § 3, 11-15-2010)

SECTION 27: AMENDMENT “Subdivision 12-II-3-II License/Registration” of the Sheboygan Municipal Code is hereby *amended* as follows:

AMENDMENT

Subdivision 12-~~H-3-H License/Registration~~III-1-II LICENSE/CERTIFICATION

SECTION 28: AMENDMENT “Sec 12-124 Required; Exemption” of the Sheboygan Municipal Code is hereby *amended* as follows:

AMENDMENT

Sec 12-~~124~~33 Required; Exemption

- (a) Every person engaging in or desiring to engage in the business of construction contracting in the city shall procure and maintain, at all times while so engaged, a license, certification, or registration as herein provided.
- (b) The Sheboygan Area School District is granted an exemption from the license provisions of subsection (a) of this section for the construction of not more than one single house and two residential garages per calendar year, with the following conditions:
 - (1) ~~Construction of the garages or house shall be done by t~~Students from the he Sheboygan North or Sheboygan South School v~~Class students at North High School or South High School shall construct the garages or house.~~
 - (2) All construction shall be done under the direct supervision of a certified instructor employed by the Sheboygan Area School District.
 - (3) The Sheboygan Area School District shall satisfy the insurance requirements set forth in section 12-~~41~~32.
 - (4) All other provisions of the building code shall apply.

(Code 1997, § 26-146; Ord. No. 44-97-98, § 1, 7-21-1997)

SECTION 29: AMENDMENT “Sec 12-125 Classification” of the Sheboygan Municipal Code is hereby *amended* as follows:

AMENDMENT

Sec 12-~~125~~34 Classification

~~The city classifies construction c~~Contractors ~~are classified~~ and their licenses/~~certification~~registration fees ~~for such contractors shall be~~ as set forth in the Contractor's Licenses Fee Schedule on file in the offices of the ~~city clerk and~~ building inspection division. Licensed or ~~certified~~registered contractors may perform only the ~~particular type of~~ work or services specified by their particular classification:

- (a) *General contractor.* A general contractor is a construction contractor responsible for supervising the completion of a construction project, by either doing the work, or a portion of the work, or by hiring and supervising subcontractors to complete the work and ensure the project complies with all building codes. General contractors may perform structural and non-structural work on commercial and residential buildings. General contractors may not perform electrical, HVAC, or plumbing work. The city does not require a license if the general contractor does not perform any contracting or construction work, and only performs project management (managing subcontractors).

~~(1) The following activities are not included among the work that may be performed by general contractors:~~

~~General contractors may perform residential and commercial building and remodeling, including the following: The permitted activities include both structural and nonstructural work. Heating, ventilating, and air conditioning; Plumbing; and Rough framing; Insulating; Drywall; Roofing; Siding; Building component insulation; Steel erecting; Building of fences, porches, and decks; and In-ground pool installation. Electrical.~~

- (b) *Carpenter contractor.* A carpenter contractor is a construction contractor responsible for constructing, repairing, and installing building frameworks and structures made from wood and other materials. Carpenter contractors may perform structural and non-structural work on residential buildings and only non-structural work on commercial buildings. They may not perform moving/razing, excavating, concrete/asphalt, masonry, steel erecting, electrical, HVAC, or plumbing work.

~~(1) The following activities are not included among the work that may be performed by carpenter contractors:~~

~~Carpenter contractors may perform residential building and remodeling, including the following: The permitted activities include both structural and nonstructural work. Carpenter contractors may engage in building and remodeling of commercial buildings covered under the International Building Code and Wis. Admin. Code chs.~~

~~SPS 50–70, including the following: Heating, ventilating, and air conditioning; Plumbing; and Rough framing; Insulating; Drywall; Roofing; Siding; Building component insulation; Steel erecting; and Building of fences, porches, and decks. Interior nonstructural remodeling; Remodeling, removal, and building of non-load-bearing walls, nonstructural windows, and nonstructural doors; Siding; Roofing; and Construction/repair of fences. Electrical.~~

- (c) Carpenter accessory contractor. A carpenter accessory contractor is a construction contractor responsible for constructing, repairing, and installing accessory buildings frameworks and structures made from wood and other materials. Carpenter accessory contractors may perform building and remodeling of accessory buildings, including detached garages, utility sheds, greenhouses, gazebos, pergolas, free-standing decks, and fences. They may not perform building or remodeling of commercial or residential buildings, moving/razing, excavating, concrete/asphalt, masonry, steel erecting, electrical, HVAC, or plumbing work.

~~(1) The following activities are not included among the work that may be performed by carpenter accessory contractors:~~

~~Carpenter accessory contractors may engage in building and remodeling of residential accessory buildings, including detached garages, decks, pergolas, sheds, and gazebos, as defined in sections 30.20 and 30.21 of the Uniform Building Code, including the following: The permitted activities include both structural and nonstructural work. Building and remodeling of commercial or primary residential buildings; Heating, ventilating, and air conditioning; Plumbing; and Rough framing; Insulating; Drywall; Roofing; Siding; Building component insulation; Steel erecting; and Building of fences. Electrical.~~

- (d) Registered Certified contractor. A certified contractor is a construction contractor in one of the following classifications:
- (1) Excavating Registered contractor. An excavating contractor's primary business is the installation, alteration, and repair of earthen material by digging, trenching, grading, or compacting the material for a cut, fill, grade, or trench.
 - (2) Masonry contractor. A masonry contractor is qualified to select, cut, and lay brick and concrete block or any other unit masonry products. This work includes placing reinforcing steel and concrete forming and placing incorporated into the masonry work. It does not include flatwork.
 - (3) Concrete/asphalt contractor. A concrete/asphalt contractor's primary business is installation or repair of concrete/asphalt areas, including the forming, pouring, and finishing of concrete structures such as footings, foundations, slabs, basement floors, sidewalks/walkways, driveways, and parking areas.
 - (4) Tuckpointing contractor. A tuckpointing contractor specializes in the technique of repairing mortar joints between bricks or other masonry elements. This includes removing cracked, disintegrating, or defective mortar and replacing it with fresh mortar of the same composition.
 - (5) Waterproofing contractor. A waterproofing contractor's primary business is the use or application of materials or processes for the prevention or control of

water leakage or flow through the basement walls or flooring into the interior portion of a basement and/or crawl space.

- (6) Roofing contractor. A roofing contractor's primary business is the installation, alteration, and repair of all kinds of roofing, waterproofing, and coating, except when the coating does not project, repair, waterproof, stop leaks, or extend the life of the roof. The scope of responsibility includes re-decking or repair of existing roof sheathing or fascia as needed during repair/replacement.
- (7) Siding contractor. A siding contractor's primary business is the installation, alteration, and repair of exterior wall covering and cladding (protective treatment); such as aluminum, EIFS, veneer, vinyl, or wood.
- (8) Doors/windows contractor. A doors/windows contractor's primary business is the installation, replacement, or repair of non-structural exterior doors and windows.
- (9) Insulation contractor. An insulation contractor's primary business is the installation of any material used primarily to retard or resist heat flow.
- (10) Drywall contractor. A drywall contractor's primary business is the installation, taping, and finishing of drywall, panels, and assemblies of gypsum wallboard, sheathing, and cementitious board. They may build or install non-load bearing, non-structural walls or partitions.
- (11) Cabinets/countertop contractor. A cabinets/countertop contractor's primary business is the building and installation, alteration, and repair of any cabinet or countertop.
- (12) Fence contractor. A fence contractor's primary business is the installation, alteration, and repair of any structure, wall, or barrier, other than a building, erected at grade to define boundaries or property, provide security or protection to property, or act as a visual or acoustic screen.
- (13) Moving/razing contractor. A moving/razing contractor's primary business is the process of leveling a structure to the ground or moving a structure from one location to another location.
- (14) Steel erecting contractor. A steel erecting contractor is qualified to perform the construction, alteration, or repair of steel buildings, bridges, and other structures, including the installation of metal decking and all planking used during the process of erection.
- (e) Registered contractor. A registered contractor is a contractor constructing or performing work on one- or two-family dwellings who possess current dwelling contractor and dwelling contractor qualifier credentials from the Wisconsin Department of Safety and Professional Services under Wis. Stat. § 101.654.

Drywall

installation;Insulation;Masonry/concrete;Moving/razing;Roofing;Siding-Windows, doors.Cabinets, countertops.Feneing.Steel erecting.Nonstructural building component installation, including, but not limited to:

(Code 1997, § 26-147; Ord. No. 44-97-98, § 1, 7-21-1997; Ord. No. 76-02-03, § 6, 4-2-2003; Ord. No. 57-05-06, § 1, 11-21-2005; Ord. No. 76-07-08, § 1, 1-17-2008)

SECTION 30: AMENDMENT “Sec 12-126 Applications” of the Sheboygan Municipal Code is hereby *amended* as follows:

A M E N D M E N T

Sec 12-~~126~~35 Applications

- (a) An applicant for a construction contractor's license or ~~certification~~registration shall ~~make~~ apply ~~ieation~~ by filling in the printed forms which they may ~~be~~ obtained from the building inspection division and by paying an application fee as detailed in section 12-39. ~~per license or registration.~~
- (b) An applicant for a construction contractor's license must be an individual. Corporate entities are ineligible to apply for such licenses.

(Code 1997, § 26-148; Ord. No. 44-97-98, § 1, 7-21-1997)

SECTION 31: AMENDMENT “Sec 12-127 Qualifications” of the Sheboygan Municipal Code is hereby *amended* as follows:

A M E N D M E N T

Sec 12-~~127~~36 Qualifications

- (a) ~~The following~~ Each class of construction contractor must meet the following qualifications: ~~must be met for each class of contractor:~~
- (1) *General contractor.* General contractors shall ~~possess~~ pass the appropriate examination administered by the building inspection division. To be eligible to take the examination, a person must have completed one of the following paths:
 - a. four years of apprenticeship; plus four years as a journeyman in the commercial trade;
 - b. ~~;~~ ~~or~~ eight years ~~of~~ experience within the most recent ten-year period working for a general contractor in the construction industry;
 - c. ~~or~~ four years ~~of~~ education in the architectural or engineering field plus and one four years of on-the-job training.
 - (2) *Carpenter contractor.* Carpenter contractors shall possess either four years of apprenticeship, plus two years working as a journeyman in the residential trade; ~~;~~ or six years ~~of~~ experience within the most recent ten-year period working for a general contractor or carpenter contractor in the construction industry.
 - (3) Carpenter accessory contractor. Carpenter accessory contractors shall possess either two years of apprenticeship plus two years working as a journeyman in

the residential trade or four years of experience within the most recent ten-year period working in the construction industry for a general contractor, carpenter contractor, or carpenter accessory contractor.

(4) ~~Certified~~~~registered~~ contractor. ~~Certified~~~~Registered~~ contractors shall possess two years¹ of experience within the most recent ~~five~~~~ten~~-year period in the respective trade.

(5) ~~Registered~~ ~~business owner~~ contractor. ~~A~~ The registered ~~business owner~~ contractor shall ~~be owner of the construction-related business~~~~hold valid dwelling contractor and dwelling contractor qualifier credentials from the State of Wisconsin.~~

(b) ~~The following qualifications must also be met for~~ ~~L~~ licensed construction contractors must also meet the following qualifications:

(1) Any person taking a required examination ~~on behalf of,~~ and procuring a license who is associated with ~~for,~~ a contractor, firm, co-partnership, corporation, association, or other organization, or any combination thereof shall provide information about such association as part of their application to take the examination ~~shall be an active member or officer thereof; and.~~

(2) ~~The~~ ~~A~~ licensed person cannot qualify to take ~~the~~ a required examination on their own behalf or for another contractor, firm, co-partnership, corporation, association, ~~or~~ other organization, or a combination thereof; while any license previously procured by the person remains unexpired or uncanceled.

(3) ~~If;~~ ~~provided, however, that if~~ the person passing the examination shall, at any time, sever their connection with the contractor firm, co-partnership, association, other organization, or a combination thereof with ~~to~~ whom they were associated at the time of the required examination, it shall be the ~~the~~ person to whom the license was issued's duty; and the contractor with ~~to~~ whom the person was associated shall ~~the license was issued to~~ give written notice immediately to the board of license examiners and, ~~at the same time,~~ surrender the license for cancellation.

(Code 1997, § 26-149; Ord. No. 44-97-98, § 1, 7-21-1997; Ord. No. 46-04-05, § 1, 12-20-2004; Ord. No. 57-10-11, § 2, 4-6-2011)

SECTION 32: AMENDMENT “Sec 12-128 Re-Examination” of the Sheboygan Municipal Code is hereby *amended* as follows:

AMENDMENT

Sec 12-~~128~~37 Re-Examination

Any person failing to pass a required examination may be re-examined ~~after 60 days~~ by submitting a request for re-examination ~~filing the proper application~~ with a \$25.00 examination fee to the secretary of the board of license examiners or their designee.

(Code 1997, § 26-150; Ord. No. 44-97-98, § 1, 7-21-1997; Ord. No. 57-10-11, § 3, 4-6-2011)

SECTION 33: AMENDMENT “Sec 12-129 Issuance” of the Sheboygan Municipal Code is hereby *amended* as follows:

AMENDMENT

Sec 12-~~129~~38 Issuance

- (a) If the applicant receives a score of 75 percent or greater on a required examination, the secretary of the board of license examiners or designee shall report the license application to the common council who may then authorize the building inspection division to issue a license to the applicant upon payment of the license fee.
- (b) Where no examination is required, the secretary of the board of license examiners or designee shall report a qualifying application to the council who may then authorize the building inspection division to issue a license to the applicant upon payment of the license fee.
- (c) For certified contractor applications, the secretary of the board of license examiners or designee may review and approve applications and authorize the building inspection division to issue a certification to the applicant upon payment of the certification fee.

(Code 1997, § 26-151; Ord. No. 44-97-98, § 1, 7-21-1997; Ord. No. 57-10-11, § 4, 4-6-2011)

SECTION 34: AMENDMENT “Sec 12-130 License/Registration Fee” of the Sheboygan Municipal Code is hereby *amended* as follows:

AMENDMENT

Sec 12-~~130~~39 License/~~Registration~~Certification Fee

Before any license or ~~registration~~certification shall be issued or renewed under the provisions of this division, the applicant shall pay a license or certification~~registration~~ fee as set forth in license/certificate~~the Contractor's Licenses Fee~~ Schedule on file in the ~~offices of the city clerk~~ and building inspection division.

(Code 1997, § 26-152; Ord. No. 44-97-98, § 1, 7-21-1997; Ord. No. 57-05-06, § 1, 11-21-2005)

SECTION 35: AMENDMENT “Sec 12-131 Privileges” of the Sheboygan Municipal Code is hereby *amended* as follows:

AMENDMENT

Sec 12-~~131~~40 Privileges

The issuance of a license or certification~~registration~~ shall entitle the person, firm, co-partnership, corporation, association, ~~or~~ other organization, or any combination thereof, of which the applicant is an active member or officer, to all rights and privileges of a contractor in the classification for which the license or certification~~registration~~ is issued.

(Code 1997, § 26-153; Ord. No. 44-97-98, § 1, 7-21-1997)

SECTION 36: AMENDMENT “Sec 12-132 Insurance Requirements” of the Sheboygan Municipal Code is hereby *amended* as follows:

AMENDMENT

Sec 12-~~132~~41 Insurance Requirements

- (a) Every construction contractor granted a license or ~~registration~~certification shall maintain at all times a policy of general liability insurance issued by an insurer, authorized to do business in the state, insuring the contractor in the amount of at least \$1,500,000.00 per occurrence because of bodily injury to or death of others or because of damage to the property of others.
- (b) If the applicant is required under Wis. Stats. § 102.28(2)(a), to have in force a policy of workers' compensation insurance, or if the applicant is self-insured in accordance with Wis. Stats. § 102.28(2)(b), the applicant shall file with the building inspection division a statement certifying that the applicant has in force a policy of workers' compensation insurance issued by an insurer authorized to do business in the state or is self-insured in accordance with Wis. Stats. § 102.28(2)(b).
- (c) If the applicant is required to make state unemployment insurance contributions under Wis. Stats. ch. 108 or is required to pay federal unemployment compensation taxes under 26 USC §§ 3301--3311, the applicant shall file with the building inspection division a statement certifying that the applicant is making those contributions or paying those taxes as required.
- (d) The applicant shall provide evidence of compliance with liability insurance requirements as specified in subsection (a) of this section to the building inspection division by submitting in writing a certificate of insurance with certificate holder to the building inspection division

- (e) Licenses or ~~registrations~~certifications rendered void for lack of insurance may be reinstated without a new application upon filing the necessary documents within a period of not exceeding 45 days from the date the license or registration became void.

(Code 1997, § 26-154; Ord. No. 44-97-98, § 1, 7-21-1997; Ord. No. 53-00-01, § 1, 9-18-2000; Ord. No. 57-10-11, § 5, 4-6-2011)

SECTION 37: AMENDMENT “Sec 12-133 Temporary Licenses” of the Sheboygan Municipal Code is hereby *amended* as follows:

AMENDMENT

Sec 12-~~133~~42 Temporary Licenses and Certifications

- (a) Any construction contractor, before commencing any type of construction contracting work shall first apply for a license to engage in such contracting work. Such application shall be made to the ~~director of planning~~ secretary of the board of license examiners or their designee, who may issue a temporary license to such contractor for a specific contracting job, upon the applicant's furnishing proof of compliance with the insurance/bonding requirements of section 12-~~4132~~, the required qualifications of section 12-~~36127~~ and upon payment of the required permit fee as set forth in the ~~Contractor's License/certificates fFee s~~ Schedule on file in the offices of the city clerk and building inspection division.
- (b) ~~In the event the application for a temporary license is denied, t~~The applicant may appeal a denial of a temporary license or certification to the board of license examiners within five days after the denial. ~~The applicant shall submit the such~~ appeal ~~to be~~ in writing, including details of the and shall set forth the ruling being appealed, ~~with from~~ and be filed with the secretary of the board of examiners. Such notice of appeal shall state clearly and briefly the grounds of the appeal. Where a situation requires an immediate decision, the director of that of the city planning and development may make a decision, which decision ~~er or the planner's designee~~ shall be final and conclusive.
- ~~(e) No more than two such temporary licenses shall be issued to any one contractor/business within a calendar year.~~

(Code 1997, § 26-155; Ord. No. 44-97-98, § 1, 7-21-1997; Ord. No. 76-02-03, § 7, 4-2-2003; Ord. No. 57-05-06, § 1, 11-21-2005)

SECTION 38: AMENDMENT “Sec 12-134 Expiration” of the Sheboygan Municipal Code is hereby *amended* as follows:

AMENDMENT

Sec 12-~~134~~43 Expiration

Licenses or ~~registrations~~ certifications under the provisions of this division shall expire on the December 31 next following their issuance.

(Code 1997, § 26-156; Ord. No. 44-97-98, § 1, 7-21-1997)

SECTION 39: AMENDMENT “Sec 12-135 Renewal” of the Sheboygan Municipal Code is hereby *amended* as follows:

AMENDMENT

Sec 12-~~135~~44 Renewal

A construction contractor's license or certification~~registration~~ may be renewed for the next succeeding calendar year by filing a renewal application with the building inspection division and the payment of the renewal fee on or before the last business day of each calendar year. Unless a license or certification~~registration~~ is renewed prior to its expiration, the applicant shall be required to file a new application and pay a new application fee. Re-examination shall be required of all applicants for a license or renewal who have not held an equivalent license or registration in the city for two years or more. An appeal for a waiver from this re-examination requirement may be made to the board of license examiners.

(Code 1997, § 26-157; Ord. No. 44-97-98, § 1, 7-21-1997; Ord. No. 57-10-11, § 6, 4-6-2011)

SECTION 40: AMENDMENT “Sec 12-136 Grounds For Revocation/Suspension” of the Sheboygan Municipal Code is hereby *amended* as follows:

AMENDMENT

Sec 12-~~136~~45 Grounds For Revocation/Suspension

- (a) The board of license examiners may recommend to the common council the revocation or /suspension of any of the licenses, certifications, or registrations issued under this chapter to the council of licenses or registration of any construction contractor who shall be guilty of any one or more of the following acts or omissions:
- (1) Fraud or deceit in obtaining license, certification, or registration.
 - (2) Negligence, incompetency or misconduct in the practice of contracting within the meaning of this article.
 - (3) Abandonment of any contract without legal excuse.

- (4) Diversion of property or funds received under express agreement for prosecution or completion of a specific contract, or for a specified purpose in the prosecution or completion of any contract and their application or use for any other contract, obligation or purpose with intent to defraud or deceive creditors or the owner.
- (5) Fraudulent departure from or disregard of plans or specifications in any material respect, without the consent of the owner or the owner's duly authorized representative, or the doing of any willful, fraudulent act by the licensee as a contractor in consequence of which another is substantially injured.
- (6) Willful and deliberate disregard and violation of the city building code.
- (7) Failure to fulfill contractual obligations through inability to pay all creditors for materials furnished, or work or services performed under the contract.
- (8) Fraud or deceit in obtaining a building permit in which the contractor lends their name and license to another and fails to assume the obligations and responsibilities of a contractor thereunder.
- (9) Failure to properly complete work such that more than three re-inspections of the same work are required to be completed by a building inspector.

(b) A revocation under this section shall be for a period not to exceed two years.

(Code 1997, § 26-158; Ord. No. 44-97-98, § 1, 7-21-1997)

SECTION 41: **ADOPTION** “DIVISION 12-III-2 BUILDING PERMITS” of the Sheboygan Municipal Code is hereby *added* as follows:

ADOPTION

DIVISION 12-III-2 BUILDING PERMITS(*Added*)

SECTION 42: **ADOPTION** “Sec 12-50 Plan Examination” of the Sheboygan Municipal Code is hereby *added* as follows:

ADOPTION

Sec 12-50 Plan Examination(*Added*)

- (a) When the city requires plans for approval, the applicant shall submit them in duplicate. The plans submitted shall be printed clearly, legibly, and permanently. Applicants may submit complete foundation and footing plans for approval before submitting the building plans if such foundation and footing plans contain (1) the required plot plan, (2) itemized structural loads, (3) complete foundation or footing design calculations.

(4) schematic floor plans showing exists, loading areas, windows, and (5) other pertinent information relating to the specific project. The city shall charge permit fees for foundation and footing permits at a rate set forth in section 12-52. If the application, plans and specifications conform to the requirements of this code and all other applicable laws, the director of planning and development or director's designee shall, upon receipt of the required fee, grant a building permit for said work and shall sign, date, and endorse in writing or by rubber stamp both sets of plans and specifications as "conditionally approved."

- (b) The director of planning and development or the director's designee shall retain one approved set of plans and specifications. No person shall change, modify, or alter approved plans and specifications without written permission from the director or director's designee.

SECTION 43: ADOPTION "Sec 12-51 Permits Required" of the Sheboygan Municipal Code is hereby *added* as follows:

ADOPTION

Sec 12-51 Permits Required(*Added*)

- (a) No person shall do any of the following without first obtaining a building permit therefor from the director of planning and development of the director's designee:
- (1) install or cause to be installed any concrete.
 - (2) erect or construct any building or structure or cause any such building to be erected or constructed.
 - (3) add to, enlarge, move, improve, alter, convert, extend, or demolish any building or structure, or cause the same to be done.
 - (4) commence any work covered by this code on any structure.
- (b) Notwithstanding the provisions of subsection (a), director or director's designee may authorize the following work to be completed without a permit:
- (1) minor improvements not involving structural alterations to accessory structures less than twenty-five (25) square feet and under five (5) feet in height
 - (2) work on projects which do not exceed a material cost of \$600 or which do not exceed a combined labor and materials cost of \$1,200.
- (c) The director or director's designee shall issue permits required by subsection (a) in the name of the property owner. It shall be the responsibility of the property owner, as well as the construction contractor, to determine that a proper permit has been issued.
- (d) Applicants shall file applications for building permits with the director of planning and development or the director's designee in writing on a form furnished for that purpose. The application shall identify the property for the proposed improvements, describe the proposed work, detail the cost of work including labor and materials, and identify the property owner and all persons performing the work.
- (e) With every permit issued, the director of planning and development or the director's

- designee shall issue to the applicant a form evidencing issuance of the permit.
- (f) If the director of planning and development or director's designee finds any person to whom a building permit has been issued not in compliance with applicable ordinances, laws, orders, plans, and specifications, the director or director's designee shall revoke the building permit by written notice served on the general contractor and the general contractor's representative on the job or, if there is no general contractor, served on the person in charge of the non-compliant work. The director or director's designee shall also serve written notice upon the owner, either personally or by mailing a copy of the notice to the address of the owner, and shall post a copy of the notice at the site of the work.
- (g) When the director or director's designee revokes any permit, no person shall do any further work on the building or property until the director or director's designee issues a new permit, excepting such work the director or director's designee shall order as a condition precedent to the issuance of a new permit or which the director or director's designee may authorize as reasonably necessary to protect work already done on the job, existing property, adjoining property, and the public.
- (h) No issuance of a permit or approval of plans or specifications shall serve to permit or approve any violation of any of the provisions of this code. No permit presuming to give authority to violate or fail to comply with the provisions of this code shall be valid except so far as the work or use which it authorizes is lawful. Any person who has been issued a permit under this section and any person doing work under this section who discovers errors in the application, plans, specifications, or constructions, shall immediately report such errors to the director or director's designee. If the director or director's designee becomes aware of any errors in the application, plans, specifications, or constructions or of any violations of this code, any ordinance of the city, or any state law or administrative code, the director or designee may rescind the permit and prevent building or construction operations from being further carried out.

SECTION 44:AMENDMENT “Sec 12-32 Plan Examination And Permit Fees” of the Sheboygan Municipal Code is hereby *amended* as follows:

AMENDMENT

Sec 12-~~32 Plan Examination And Permit Fees~~52 Permit Fee Schedule

- (a) The plan examination and permit fees assessed by the city shall be as set forth in the Plan Examination and Permit Fee Schedule on file in the offices of the building Inspection division.
- (b) ~~Any person or Forfeiture for occupancy without valid occupancy card. If a person or business who occupies a building without a signed occupancy card shall be subject to;~~ a forfeiture of \$25.00 to \$500.00 per violation per day that the violations exist, ~~shall be~~

~~charged~~ with a minimum forfeiture of \$100.00.

(Code 1997, § 26-38; Ord. No. 56-96-97, § 1, 11-4-1996; Ord. No. 99-97-98, § 1, 2-2-1998; Ord. No. 2-99-00, § 1, 5-3-1999; Ord. No. 55-00-01, § 1, 10-2-2000; Ord. No. 41-01-02, § 4, 10-15-2001; Ord. No. 77-01-02, § 1, 2-18-2002; Ord. No. 76-02-03, §§ 2—4, 4-2-2003; Ord. No. 59-04-05, § 1, 2-21-2005; Ord. No. 57-05-06, § 1, 11-21-2005; Ord. No. 41-09-10, § 1, 1-18-2010)

SECTION 45: AMENDMENT “Sec 12-37 Building Plan Storage” of the Sheboygan Municipal Code is hereby *amended* as follows:

AMENDMENT

Sec 12-~~37~~53 Building Plan Storage

SECTION 46: AMENDMENT “Sec 12-38 Expiration Of Permits” of the Sheboygan Municipal Code is hereby *amended* as follows:

AMENDMENT

Sec 12-~~38~~54 Expiration Of Permits

SECTION 47: AMENDMENT “Sec 12-36 Occupancy Permit” of the Sheboygan Municipal Code is hereby *amended* as follows:

AMENDMENT

Sec 12-~~36~~55 Occupancy Permit

- (a) It shall be unlawful to use or permit the use of any commercial building or premises, or part thereof hereafter erected, altered or converted wholly or partly in its use from previous occupancy or where the premises or any portion thereof have become vacant for more than one year, until an occupancy permit has been obtained from the building inspection ~~department~~division.
- (b) Occupancy permits are not required if the building:
 - (1) Use remains the same (example: office to office would not require a permit, whereas office to store would); or
 - (2) Is a legal home occupation.

- (c) Application for an occupancy permit shall be made on a form provided by the building inspection department and shall set forth the applicant's name, address, position or capacity for the intended building use, and an inspection fee shall be paid as per section 12-~~32~~53.
- (d) No permit shall be issued to any person for any business operation which would violate the zoning, fire, health or other ordinances of the city or which would violate any state law.
- (e) After an application has been received and an occupancy inspection completed by the building inspection ~~department~~ivision, an occupancy letter will be sent to the applicant listing all violations. An occupancy permit will be issued when all violations have been corrected.
- (f) Such occupancy permits shall be nontransferable and shall be kept posted in a conspicuous place in the building, structure or premises; and shall be valid only for the building, structure or premises named therein.
- (g) A conditional occupancy permit can be requested by the prospective occupant if no life-safety violations exist as determined by the building inspection ~~department~~ivision.
- (h) The cost of the conditional occupancy permit shall be as set forth in section 12-~~32~~53.
- (i) If the conditional occupancy permit is issued the applicant agrees to have all violations corrected within 45 days. A reinspection will be scheduled after 45 days to check for compliance. If any violations still exist, the violator shall be subject to a forfeiture, as set forth in ~~subsection (a) of this section,~~12-1, for each day of violation until all violations are corrected.
- (j) The building inspection ~~department~~ivision may revoke any permit of approval issued if any violation of this article is found upon inspection or in the case there has been any false statement in the application or plans on which the permit or approval was based.

(Code 1975, § 9-7; Code 1997, § 26-42; Ord. No. 101-05-06, §§ 11, 12, 3-20-2006; Ord. No. 42-10-11, § 2, 11-15-2010)

SECTION 48: **AMENDMENT** “Sec 12-33 Mobile Homes; Utility Connection Restricted” of the Sheboygan Municipal Code is hereby *amended* as follows:

A M E N D M E N T

Sec 12-~~33~~56 Mobile Homes; Utility Connection Restricted

SECTION 49: **AMENDMENT** “Sec 12-34 Land Reconstruction” of the Sheboygan Municipal Code is hereby *amended* as follows:

A M E N D M E N T

Sec 12-3455 Land Reconstruction

- (a) *Permit required.* No person shall hereafter demolish any building in the city without first securing a permit therefor from the ~~division of~~ building inspection division.
- (b) *Requirements.*
 - (1) Within 14 consecutive days of commencing the demolition of a building, all parts of the demolished structure shall be removed from the site and disposed of properly. The director of planning and development or the director's designee, in the director's discretion, may extend the time for removal and disposal to a date certain upon application by the permit holder and a showing by the permit holder that the 14-day period is unreasonable under the circumstances.
 - (2) Concrete, stone, brick, and masonry may be buried on site if properly broken up and covered with at least two feet of clean, properly compacted, earth fill. Concrete basement floors shall be fractured to allow water to pass through. Four inches of black dirt shall be placed on top of disturbed areas, and the area shall be leveled, raked, packed smooth and seeded or sodded with grass or otherwise surfaced as approved by the director of city-planning and development or the ~~planned~~director's designee, and brought back to a dust-free environment. The site shall be brought to the previous grade, or to sidewalk grade if previously below grade.
 - (3) The requirements of subsection (b) of this section shall not be applied when, within 30 days after the structure is demolished, a building permit is issued, and construction begins for another principal building on the site.
 - (4) The director of planning and development or the director's designee may authorize one 30-day extension upon written appeal by the property owner or the owner's agent, stipulating that new construction is pending and will commence within that time period.
 - (5) These requirements apply to the holder of a permit to demolish a structure and to any property owner who is moving a building from one location to another.
- (c) *Ground cover.* Within 30 days of the relocation or construction of a principal building on a site in the city, after final inspection by the building inspection ~~division~~department, the disturbed part of the site shall be seeded or sodded with grass or otherwise suitably surfaced, as approved by the director of planning and development or the director's designee, and the entire premises shall be maintained.

(Code 1975, § 9-5; Code 1997, § 26-40; Ord. No. 80-08-09, § 1, 3-16-2009)

SECTION 50: ADOPTION “DIVISION 12-III-3 ACCESSORY STRUCTURES” of the Sheboygan Municipal Code is hereby *added* as follows:

ADOPTION

DIVISION 12-III-3 ACCESSORY STRUCTURES(*Added*)

SECTION 51: ADOPTION “Sec 12-60 Definitions” of the Sheboygan Municipal Code is hereby *added* as follows:

ADOPTION

Sec 12-60 Definitions(*Added*)

Accessory structures, as defined and governed by Chapter 105 of this Code, shall be reviewed and approved by the building inspector prior to issuance of any permit related thereto. An accessory structure shall be classified as one and only one of the following:

- (a) *Animal enclosure.* An animal enclosure is an enclosure, cage, or pen 25 square feet or larger, usually constructed with bars or wires, which is used to confine or retain fowl or small animals.
- (b) *Carport.* A carport is a roofed building having two or fewer enclosed sides which primarily accommodates the sheltered parking of a passenger vehicle and/or the storage of residential maintenance equipment. A carport often, but does not always, project from the side of a building.
- (c) *Detached garage.* A detached garage is a building or structure having more than two enclosed sides which primarily accommodates the sheltered parking of a passenger vehicle and/or the storage of residential maintenance equipment.
- (d) *Fence.* A fence is a barrier enclosing or bordering a yard used to prevent entrance, to confine, or to mark a boundary, which is usually made of vertical posts connected with horizontal sections or sturdy material such as wood, metal, vinyl, or wire.
- (e) *Free standing deck.* A free standing deck is an open, unroofed porch or platform used for outdoor entertaining which is not attached to any structure.
- (f) *Gazebo.* A gazebo is a detached roofed structure, open on all sides, used for outdoor entertaining.
- (g) *Greenhouse.* A greenhouse is a glass-enclosed building used for cultivating plants in which the temperature is maintained within a desired range.
- (h) *Pergola.* A pergola is an arbor formed of horizontal trelliswork supported on columns or posts.
- (i) *Retaining wall.* A retaining wall is a wall used to support soil laterally so the soil can be retained at different levels on the two sides of the wall.
- (j) *Sauna.* A sauna is a small room or structure designed for relaxation and leisure, typically featuring a wood-fired or electric stove for heating.
- (k) *Utility shed.* A utility shed primarily accommodates the sheltered storage of residential maintenance equipment.

SECTION 52: ADOPTION “Sec 12-61 Detached Residential Garages And Carports” of the Sheboygan Municipal Code is hereby *added* as follows:

ADOPTION

Sec 12-61 Detached Residential Garages And Carports(*Added*)

Detached residential garages and carports shall be built with a continuous floating slab of reinforced concrete not less than four inches in thickness with over four inches of compacted gravel. The slab shall be reinforced at minimum with number 10 six by six-inch wire mesh. The slab shall be constructed with a thickened edge all around that is eight inches wide and eight inches below the top of the slab. The thickened edge shall have two #4 horizontal reinforcement bars placed at the center. The lower reinforcement bar shall be set two inches above the bottom of the thickened edge and the upper reinforcement bar shall be set six inches above the bottom of the thickened edge. Exterior wall curbs shall be provided not less than six inches above the finished ground grade adjacent to the garage. Anchor bolts shall meet meet the requirements of Wis. Admin. Code § SPS 321.18(1)(c)3 for size, embedment length, and spacing.

SECTION 53: ADOPTION “Sec 12-62 Utility Sheds” of the Sheboygan Municipal Code is hereby *added* as follows:

ADOPTION

Sec 12-62 Utility Sheds(*Added*)

Utility sheds shall be built with a continuous floating concrete slab of not less than four inches in thickness over four inches of compacted gravel. Construction of all components other than the foundation shall be governed by the Wisconsin Uniform Dwelling Code (UDC), Wis. Admin. Code § SPS 320-325.

SECTION 54: ADOPTION “Sec 12-63 Pergolas, Gazebos, Greenhouses, Saunas, And Animal Enclosures” of the Sheboygan Municipal Code is hereby *added* as follows:

ADOPTION

Sec 12-63 Pergolas, Gazebos, Greenhouses, Saunas, And Animal Enclosures(*Added*)

Pergolas, gazebos, greenhouses, saunas, and animal enclosures are not required to be on a concrete slab. Construction plans shall be submitted along with the permit application showing the anchoring, framing, size, and location.

SECTION 55: **ADOPTION** “Sec 12-64 Free Standing Decks” of the Sheboygan Municipal Code is hereby *added* as follows:

ADOPTION

Sec 12-64 Free Standing Decks(*Added*)

The construction of free standing decks, other than of the foundation, is governed by the provisions of the Wisconsin Uniform Dwelling Code (UDC), Wis. Admin. Code § SPS 320-325. Construction plans shall be submitted along with the permit application showing the anchoring, framing, size, and location.

SECTION 56: **ADOPTION** “Sec 12-65 Fences” of the Sheboygan Municipal Code is hereby *added* as follows:

ADOPTION

Sec 12-65 Fences(*Added*)

- (a) Construction of fences is governed by section 105-945 of this Code. Additionally, all fences erected within the city shall comply with the provisions of this article.
- (b) No fence shall be erected in the city in such position or place as to be dangerous or detrimental to the health of persons living in any house or premises. Any fence so erected, shall be removed within three days upon the written order of the director of planning and development or the director's designee served upon the owner, agent, or occupant of the premises. Any fence not removed in accordance with such notice shall be removed at public expense, and the cost of such removal shall be assessed against the property on which the fence was located.
- (c) No fence shall be erected in the city unless the owner or owner's agent first obtains a permit from the building inspection division. Construction plans shall be submitted along with permit application showing the materials used, height, and location.

SECTION 57: **ADOPTION** “Sec 12-66 Retaining Walls” of the Sheboygan Municipal Code is hereby *added* as follows:

ADOPTION

Sec 12-66 Retaining Walls(*Added*)

- (a) Except as allowed in this section, no person may erect or construct a retaining wall prior to obtaining a building permit for the wall. A site plan shall be included with the permit application showing the location of the proposed wall. Retaining walls shall be located a minimum of one foot from the front/street yard property line. Retaining walls three feet or higher shall be safeguarded by a fence or guardrail. Retaining walls five feet or higher shall be designed by a structural engineer.
- (b) Notwithstanding the provisions of this section, a permit is not required for decorative walls no higher than two feet in height and located at least five feet from any property line used around gardens, plantings, trees, patios, or driveways and constructed of natural stone, brick, or timbers.

SECTION 58: **ADOPTION** “DIVISION 12-III-4 SWIMMING POOLS, HOT TUBS, AND SPAS” of the Sheboygan Municipal Code is hereby *added* as follows:

ADOPTION

DIVISION 12-III-4 SWIMMING POOLS, HOT TUBS, AND SPAS(*Added*)

State law reference—Public swimming pools generally, Wis. Stats. § 145.26.

SECTION 59: **ADOPTION** “Sec 12-70 Definitions” of the Sheboygan Municipal Code is hereby *added* as follows:

ADOPTION

Sec 12-70 Definitions(*Added*)

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

Hot tub means a heated body of water in an artificial receptacle located outside, used or intended to be used for bathing or health purposes.

Spa means a body of water in an artificial receptacle located outside, used or intended to be used for bathing or health purposes.

Swimming pool means a body of water in an artificial or semi-artificial receptacle, whether located indoors or outdoors, used or intended to be used for the purposes of swimming or diving and having a water capacity of 500 or more cubic feet.

(Code 1975, § 9-141; Code 1997, § 26-1026)

HISTORY

Adopted by Ord. 3-23-24 RECODIFICATION on 6/5/2023

SECTION 60: **AMENDMENT** “Sec 12-711 Permit--Required” of the Sheboygan Municipal Code is hereby *amended* as follows:

AMENDMENT

Sec 12-~~711~~71 Permit--Required

No swimming pool, ~~whirlpool~~hot tub, or spa shall be constructed, altered, remodeled, or improved within the city unless a permit therefor shall first be obtained from the ~~city planner~~director of planning and development or ~~the director's~~ designee.

(Code 1975, § 9-142; Code 1997, § 26-1027)

SECTION 61: **AMENDMENT** “Sec 12-712 Permit--Submission Of Plans” of the Sheboygan Municipal Code is hereby *amended* as follows:

AMENDMENT

Sec 12-~~712~~72 Permit--Submission Of Plans

Plans and specifications shall be submitted with the application for a swimming pool permit and shall include:

- (a) Plans, including a profile, drawn to scale showing all dimensions.
- (b) ~~Equipment, layout of filters, pumps, strainers, sumps, gutters, skimmers, inlets, outlets, waste discharge lines, circulation and other piping. Type, kind and description of chlorinator.~~ Capacity of pool.
- (c) Proposed location on ~~tract of land~~ parcel.

(Code 1975, § 9-143; Code 1997, § 26-1028)

SECTION 62: AMENDMENT “Sec 12-714 Fences” of the Sheboygan Municipal Code is hereby *amended* as follows:

AMENDMENT

Sec 12-~~714~~73 Fences

- (a) All outdoor swimming pools, ~~whirlpools~~hot tubs, and ~~or~~ spas shall be completely surrounded by a fence or wall not less than ~~six~~four feet in height which is kept gated and locked so as to exclude uninvited children and animals. A dwelling house or accessory building may be used as part of such an enclosure.
- (b) The only approved exception to the ~~six~~four-foot fence requirement for pools is an approved lockable dome.
- (c) The only approved exception to the ~~six~~four-foot fence requirement for ~~whirlpools~~hot tubs and spas is an approved lockable cover which can withstand 150 pounds.

(Code 1975, § 9-151; Code 1997, § 26-1030)

SECTION 63: AMENDMENT “ARTICLE 12-III ELECTRICAL” of the Sheboygan Municipal Code is hereby *amended* as follows:

AMENDMENT

ARTICLE 12-~~III~~IV ELECTRICAL

SECTION 64: AMENDMENT “DIVISION 12-III-1 ELECTRICAL GENERALLY” of the Sheboygan Municipal Code is hereby *amended* as follows:

AMENDMENT

DIVISION 12-~~III~~IV-1 ELECTRICAL GENERALLY

SECTION 65: AMENDMENT “Sec 12-156 Penalties For Violation Of Article” of the Sheboygan Municipal Code is hereby *amended* as follows:

AMENDMENT

Sec 12-156 ~~Penalties For Violation Of Article~~(Reserved)

~~Any violation of, or noncompliance with, any of the provisions of this article shall subject the violator to a forfeiture of not less than \$150.00 nor more than \$750.00, together with the costs of prosecution; and in default of payment thereof, to imprisonment in the county jail until such forfeiture and costs are paid, but not to exceed 90 days. Each day of violation or noncompliance shall constitute a separate offense.~~

(Code 1997, § 26-196)

SECTION 66: AMENDMENT “Sec 12-157 Code Adopted” of the Sheboygan Municipal Code is hereby *amended* as follows:

AMENDMENT

Sec 12-157 ~~Code Adopted~~(Reserved)

- ~~(a) Wis. Admin. Code chs. SPS 305 and 316, as well as Wis. Stats. §§ 101.80—101.88, are adopted by reference and made a part of this article; any future amendments, revisions or modifications of such laws or codes incorporated in this section are intended to be made part of this article in order to secure uniform statewide regulation and enforcement of law relating to electricity.~~
- ~~(b) Repairs or installations existing on the effective date of the ordinance from which this article is derived may be required to be brought into compliance with this article (current state electrical code) by the city, and within the time period determined by the city.~~

(Code 1997, § 26-197)

SECTION 67: AMENDMENT “Sec 12-159 Required” of the Sheboygan Municipal Code is hereby *amended* as follows:

AMENDMENT

Sec 12-~~159~~158 License Required

SECTION 68: AMENDMENT “Sec 12-158 Liability Of Other Crafts” of the Sheboygan Municipal Code is hereby *amended* as follows:

AMENDMENT

Sec 12-~~158~~159 Liability Of Other Crafts

SECTION 69: **AMENDMENT** “Sec 12-160 Definitions” of the Sheboygan Municipal Code is hereby *amended* as follows:

AMENDMENT

Sec 12-160 Definitions

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

Electrical contractor means a person or persons hired to perform electrical work who is licensed as an electrical contractor by the State of Wisconsin and possesses proper state credentials as required by Wis. Stat. § 101.862.

Electrical work means the installation, supervision or inspection of electrical wiring and equipment for the production, modification, regulation, control, distribution, utilization, or safeguarding of electrical energy for mechanical, chemical, heating, lighting or similar purposes.

Estimated cost means the electrical contractor bid price, plus actual costs of any materials that are required for the electrical installation that is not provided for by the electrical contractor. Time and material jobs shall be based on estimated total cost. Upon completion of bid projects or time and material jobs, an additional permit shall be taken out to cover any extras that were in excess of the original permit.

Owner occupied means a residential property, the~~where the~~ owner of which a residential~~property~~ has resided therein for no less than the previous three consecutive months.

(Code 1997, § 26-200)

SECTION 70: **AMENDMENT** “DIVISION 12-III-2 ADMINISTRATION” of the Sheboygan Municipal Code is hereby *amended* as follows:

AMENDMENT

DIVISION 12-~~III~~IV-2 ADMINISTRATION

SECTION 71: AMENDMENT “Subdivision 12-III-2-I Administration In General” of the Sheboygan Municipal Code is hereby *amended* as follows:

AMENDMENT

Subdivision 12-~~III~~IV-2-I Administration In General

SECTION 72: AMENDMENT “Sec 12-189 Right Of Access” of the Sheboygan Municipal Code is hereby *amended* as follows:

AMENDMENT

Sec 12-189 Right Of Access

The electrical inspector or the inspector's assistants shall have the right during reasonable hours to enter any public or private buildings or premises in the discharge of their official duties or for the purpose of making any inspections or tests of electrical wires or appliances. They shall be given prompt access to any premises upon notification to the owner, occupant, or other person in charge. They may discontinue electrical service to premises to which they are denied access or entry.

(Code 1997, § 26-221)

SECTION 73: AMENDMENT “Sec 12-193 Arbitration” of the Sheboygan Municipal Code is hereby *amended* as follows:

AMENDMENT

Sec 12-193 Arbitration

Whenever the electrical inspector condemns all or part of an electrical installation in any building, the owner, within five days after receiving notice from the electrical inspector, may file a petition in writing with the ~~chairperson of the electrical examining~~ board of licensing examiners for review of the actions of the inspector. Upon receipt of such petition, the board shall at once proceed to determine whether the electrical construction complies with the requirements of this article; and shall, within three days, make a decision in accordance with its findings.

(Code 1997, § 26-225)

SECTION 74: AMENDMENT “Sec 12-198 Electrical Inspection For Work Requiring A Permit Under Section 12-223” of the Sheboygan Municipal Code is hereby *amended* as follows:

AMENDMENT

Sec 12-198 Electrical Inspection For Work Requiring A Permit Under Section 12-223

Upon completion of the wiring of any building or before any wiring is hidden from view, the person performing the work shall notify the electrical inspector, who shall inspect the installation within 48 hours of the time such notice is received. If it is found that such installation is fully in compliance with this article and does not constitute a hazard to life or property, the inspector shall approve the work and authorize concealment of the wiring or connection for electrical service. If the installation is incomplete or not strictly in accordance with the provisions of this article, the inspector shall issue orders to the person making such installation to remove all hazards and make the necessary changes or additions within ten days of such notice. Concealment of electrical work before inspection or failure to comply with the orders of the inspector shall constitute a violation punishable in accordance with the provisions of this article. A contractor or employee or owner doing their own work as permitted by section ~~26-261~~12-227 shall be present for the final and all required inspections.

(Code 1997, § 26-230)

SECTION 75: AMENDMENT “Subdivision 12-III-2-II Permits” of the Sheboygan Municipal Code is hereby *amended* as follows:

AMENDMENT

Subdivision 12-~~III~~IV-2-II Permits

SECTION 76: AMENDMENT “Sec 12-223 Required” of the Sheboygan Municipal Code is hereby *amended* as follows:

AMENDMENT

Sec 12-223 Required

- (a) No electrical equipment, including low-voltage electrical equipment, shall be installed, altered, renewed, replaced, or connected unless a permit therefor has been obtained, except as provided in sections 12-224 and 12-225. The electrical inspector shall issue

permits for the execution of electrical installations for light, heat or power upon the filing of proper applications, which shall be made on forms furnished by the inspector and shall describe the nature of the work, as well as such other information as may be required for inspection. It shall be the responsibility of the property owner, as well as the electrician, to determine that a proper permit has been issued.

- (b) When any electrical work for which a permit has been issued is not started within 12 months from the date of the issuance of the permit, or if, after starting, there is a cessation of such work of more than 12 months, the permit shall lapse and be void, and no electrical work shall begin or resume until a new permit is obtained and fees paid.
- (c) Before any electrical permit for an interactive energy installation may be issued pursuant to this article, the person applying for the permit shall provide written approval for such installation from the respective electrical utility company. An interactive energy installation is defined as an electrical system that operates in parallel with and may deliver power to an electrical production and distribution network.

(Code 1997, § 26-257)

SECTION 77: **AMENDMENT** “Sec 12-225 Exemptions” of the Sheboygan Municipal Code is hereby *amended* as follows:

A M E N D M E N T

Sec 12-225 Exemptions

- (a) No permit shall be required by the provisions of this article for:
 - (1) The usual operations of the local electric utility company.
 - (2) The manufacturing, assembling, repairing, installation or testing of electrical equipment, for which no license is required under section 12-159.
 - (3) Minor repair work such as repairing cords, switches, replacing fuses or changing lamp sockets.
 - (4) Repairs made necessary for the proper maintenance of an existing installation.
 - (5) Low voltage installations in one- and two-family dwellings.
 - (6) Reconnection of existing power supplies to replacement heating plants, water heaters, and other appliances.
 - (7) The repair, removal, disturbance, or disconnection of any existing electrical equipment or the renewal or replacement of any existing branch lighting circuit switches, sockets, or receptacles.
- (b) All work performed under the exceptions provided in subsections (a)(~~2~~1) through (7) of this section shall be performed in full compliance with this article.

(Code 1997, § 26-259)

SECTION 78: AMENDMENT “Sec 12-228 Fees” of the Sheboygan Municipal Code is hereby *amended* as follows:

A M E N D M E N T

Sec 12-228 Fees

The fees for permits and inspections required by the provisions of this article shall be as follows:

(a) *Standard fee.*

- (1) For an estimated job cost of up to \$1,000.00: \$50.00.
- (2) For each additional \$1,000.00 or fraction thereof up to \$1,000,000.00 estimated job cost: \$20.00.
- (3) For each additional \$1,000.00 or fraction thereof above \$1,000,000.00 estimated job cost: \$10.00.

(b) *Exceptions.*

- (1) New one- and two-family residences, per unit: \$200.00.
- (2) Renewable energy installations:
 - a. For one- and two-family residences, per unit: \$300.00.
 - b. For all other installations:
 1. For an estimated job cost of up to \$1,000.00: \$50.00.
 2. For each additional \$1,000.00 or fraction thereof: \$10.00.
 - c. Additional fee for inspections requested outside of normally scheduled hours: \$100.00.

~~(3) Inspection of low voltage (under 50 volts) installations not requiring additional permits and re-inspections of low voltage installations, per drop: \$1.00.~~

(Code 1997, § 26-262)

SECTION 79: AMENDMENT “ARTICLE 12-IV FENCES” of the Sheboygan Municipal Code is hereby *amended* as follows:

A M E N D M E N T

Sec 12-256 Compliance

All fences, screens, enclosures or structures in the nature of a fence erected within the city shall comply with the provisions of this article.

(Code 1997, § 26-391; Ord. No. 37-08-09, § 1, 7-21-2008)

Sec 12-257 Permits Required

No fence, screen, enclosure or structure in the nature of a fence shall be erected in the city unless the owner or the owner's agent first obtains a permit therefor from the building inspector.

(Code 1997, § 26-392; Ord. No. 37-08-09, § 1, 7-21-2008)

Sec 12-258 Permit Fees

A fee of \$40.00 shall be charged for each permit issued under the provisions of this article.

(Code 1997, § 26-393; Ord. No. 37-08-09, § 1, 7-21-2008)

Sec 12-259 Maintenance

All fences shall be kept in good repair.

(Code 1997, § 26-394; Ord. No. 37-08-09, § 1, 7-21-2008)

Sec 12-260 Abatement Of Nuisance Fences

No fence, screen, enclosure or structure in the nature of a fence shall be erected in the city in such position or place as to be dangerous or detrimental to the health of persons living in any house or premises. Any fence so erected, shall be removed within three days upon the order of the director of planning or the director's designee, issued in writing and served upon the owner, agent or occupant of the premises. Any fence not removed in accordance with such notice shall be removed at public expense, and the cost of such removal shall be assessed against the property on which the fence was located.

(Code 1997, § 26-395; Ord. No. 37-08-09, § 1, 7-21-2008)

Sec 12-261 Retaining Walls

Any retaining wall three feet in height or greater shall be safeguarded by a fence. The fence shall be constructed and maintained in accordance with the provisions of this article, except for sections 12-260 and 12-261. Such fence, when required by this section and in conjunction with a one- or two-family dwelling, shall be a minimum of 36 inches in height and be provided with intermittent rails or an ornamental pattern such that an object four inches in diameter cannot pass through. Such fence, when required by this section and in conjunction with any structure other than a one- or two-family dwelling, shall be a minimum of 42 inches in height and shall be provided with intermittent rails or an ornamental pattern such that an object four inches in diameter cannot pass through.

(Code 1997, § 26-396; Ord. No. 37-08-09, § 1, 7-21-2008)

ARTICLE 12-IV FENCES *(Repealed)*

~~Sec 12-256 Compliance (Repealed)~~

~~Sec 12-257 Permits Required (Repealed)~~

~~Sec 12-258 Permit Fees (Repealed)~~

~~Sec 12-259 Maintenance (Repealed)~~

~~Sec 12-260 Abatement Of Nuisance Fences (Repealed)~~

~~Sec 12-261 Retaining Walls (Repealed)~~

SECTION 80: **REPEAL** “Sec 12-256 Compliance” of the Sheboygan Municipal Code is hereby *repealed* as follows:

REPEAL

Sec 12-256 ~~Compliance~~(Reserved)

~~All fences, screens, enclosures or structures in the nature of a fence erected within the city shall comply with the provisions of this article.~~

(Code 1997, § 26-391; Ord. No. 37-08-09, § 1, 7-21-2008)

SECTION 81: **REPEAL** “Sec 12-257 Permits Required” of the Sheboygan Municipal Code is hereby *repealed* as follows:

REPEAL

Sec 12-257 Permits Required

~~No fence, screen, enclosure or structure in the nature of a fence shall be erected in the city unless the owner or the owner's agent first obtains a permit therefor from the building inspector.~~

(Code 1997, § 26-392; Ord. No. 37-08-09, § 1, 7-21-2008)

SECTION 82: **REPEAL** “Sec 12-258 Permit Fees” of the Sheboygan Municipal Code is hereby *repealed* as follows:

REPEAL

Sec 12-258 Permit Fees

~~A fee of \$40.00 shall be charged for each permit issued under the provisions of this article.~~

(Code 1997, § 26-393; Ord. No. 37-08-09, § 1, 7-21-2008)

SECTION 83: **REPEAL** “Sec 12-259 Maintenance” of the Sheboygan Municipal Code is hereby *repealed* as follows:

REPEAL

Sec 12-259 ~~Maintenance~~(Reserved)

~~All fences shall be kept in good repair.~~

(Code 1997, § 26-394; Ord. No. 37-08-09, § 1, 7-21-2008)

SECTION 84: **REPEAL** “Sec 12-260 Abatement Of Nuisance Fences” of the Sheboygan Municipal Code is hereby *repealed* as follows:

REPEAL

Sec 12-260 Abatement Of Nuisance Fences

~~No fence, screen, enclosure or structure in the nature of a fence shall be erected in the city in such position or place as to be dangerous or detrimental to the health of persons living in any house or premises. Any fence so erected, shall be removed within three days upon the order of the director of planning or the director's designee, issued in writing and served upon the owner, agent or occupant of the premises. Any fence not removed in accordance with such notice shall be removed at public expense, and the cost of such removal shall be assessed against the property on which the fence was located.~~

(Code 1997, § 26-395; Ord. No. 37-08-09, § 1, 7-21-2008)

SECTION 85: **REPEAL** “Sec 12-261 Retaining Walls” of the Sheboygan Municipal Code is hereby *repealed* as follows:

REPEAL

Sec 12-261 Retaining Walls

~~Any retaining wall three feet in height or greater shall be safeguarded by a fence. The fence shall be constructed and maintained in accordance with the provisions of this article, except for sections 12-260 and 12-261. Such fence, when required by this section and in conjunction with a one- or two-family dwelling, shall be a minimum of 36 inches in height and be provided with intermittent rails or an ornamental pattern such that an object four inches in diameter cannot pass through. Such fence, when required by this section and in conjunction with any structure other than a one- or two-family dwelling, shall be a minimum of 42 inches in height and shall be provided with intermittent rails or an ornamental pattern such that an object four inches in diameter cannot pass through.~~

(Code 1997, § 26-396; Ord. No. 37-08-09, § 1, 7-21-2008)

SECTION 86: AMENDMENT “ARTICLE 12-V HEATING AND VENTILATION” of the Sheboygan Municipal Code is hereby *amended* as follows:

AMENDMENT

ARTICLE 12-V HEATING ~~AND VENTILATION~~, VENTILATION, AND AIR CONDITIONING (HVAC)

SECTION 87: AMENDMENT “DIVISION 12-V-1 HEATING AND VENTILATION GENERALLY” of the Sheboygan Municipal Code is hereby *amended* as follows:

AMENDMENT

DIVISION 12-V-1 HEATING ~~AND VENTILATION~~, VENTILATION, AND AIR CONDITIONING (HVAC) GENERALLY

SECTION 88: ADOPTION “Sec 12-280 Requirements” of the Sheboygan Municipal Code is hereby *added* as follows:

ADOPTION

Sec 12-280 Requirements(*Added*)

No person shall construct or install any HVAC equipment or appurtenances subject to the

provisions of the HVAC code in or for any building or alter any existing HVAC equipment or appurtenances subject to the provisions of this article, unless they are an HVAC contractor as defined in section 12-300 and hold the qualifications set forth in section 12-301.

SECTION 89: **AMENDMENT** “Sec 12-291 Owners Of Dwellings Performing Work Governed By Article” of the Sheboygan Municipal Code is hereby *amended* as follows:

AMENDMENT

Sec 12-~~291~~281 Owners Of Dwellings Performing Work Governed By Article

Notwithstanding the provisions of section 12-280, ~~T~~he owner of a dwelling housing not more than two families may, with the assistance of any member of the family and household, personally carry on in such house any work governed by this article without such license; provided, however, that the owner shall obtain a permit for such work and shall call for inspection as provided in division 4 of this article.

(Code 1975, § 20-15; Code 1997, § 26-443)

SECTION 90: **AMENDMENT** “Sec 12-292 Liability Of Other Crafts” of the Sheboygan Municipal Code is hereby *amended* as follows:

AMENDMENT

Sec 12-~~292~~282 Liability Of Other Crafts

Persons associated with crafts other than heating and functioning in their native pursuits shall in no way alter the approved character of a heating installation, by the replacement of materials or equipment in too close proximity, by concealment, by making inaccessible, or in any way affecting the approved heating installation so as to render it in violation of this chapter. Exceptions to the provisions of this section shall be permitted where special written approval is obtained from the heating inspector and the person owning or occupying the affected premises. Violation of this section shall also subject the offender to liability for construction costs incurred in remedying the ~~heating~~HVAC installation.

(Code 1975, § 20-66; Code 1997, § 26-444; Ord. No. 92-97-98, § 4, 2-2-1998)

SECTION 91: **REPEAL** “Sec 12-286 Regulations Adopted” of the Sheboygan Municipal Code is hereby *repealed* as follows:

REPEAL

Sec 12-286 ~~Regulations Adopted~~(Reserved)

~~The following standards and regulations are hereby adopted by the city with the same force and effect as though set forth fully in this section, and all heating and ventilation work performed within the city shall conform hereto: Wis. Admin. Code chs. SPS 323 and 364, and section 30.36 of the state uniform building code prepared by the Building Inspector's Association of Southeastern Wisconsin.~~

(Code 1975, § 20-75; Code 1997, § 26-436; Ord. No. 127-97-98, § 1, 4-20-1998)

SECTION 92: **REPEAL** “Sec 12-287 Right Of Entry” of the Sheboygan Municipal Code is hereby *repealed* as follows:

REPEAL

Sec 12-287 ~~Right Of Entry~~(Reserved)

~~The heating inspector shall have the right to enter upon any premises or into any building or enclosure where the inspector has reasonable cause to believe work is being done, or has been performed, in violation of this article.~~

(Code 1975, § 20-59; Code 1997, § 26-438)

SECTION 93: **REPEAL** “Sec 12-288 Isolation Of Hazard” of the Sheboygan Municipal Code is hereby *repealed* as follows:

REPEAL

Sec 12-288 ~~Isolation Of Hazard~~(Reserved)

~~All fuel-fired boilers, fuel-fired water heaters, and fuel-fired hot air furnaces shall be installed in properly designed and constructed isolation of hazard rooms in compliance (at time of construction) with Wis. Admin. Code chs. SPS 350-364. All sealed combustion equipment is exempt from this requirement.~~

(Code 1975, § 20-62; Code 1997, § 26-439; Ord. No. 127-97-98, § 3, 4-20-1998)

SECTION 94: **REPEAL** “Sec 12-290 Boiler And Furnace Rooms” of the Sheboygan Municipal Code is hereby *repealed* as follows:

REPEAL

Sec 12-290 ~~Boiler And Furnace Rooms~~(Reserved)

~~When replacement or major alterations are made to a heating plant, the boiler or furnace room shall be made to comply to local and state codes.~~

(Code 1975, § 20-76; Code 1997, § 26-442)

SECTION 95: **AMENDMENT** “Subdivision 12-V-2-I Contractors In General (Reserved)” of the Sheboygan Municipal Code is hereby *amended* as follows:

AMENDMENT

Subdivision 12-V-2-I Contractors In General(~~Reserved~~)

SECTION 96: **ADOPTION** “Sec 12-300 Definitions” of the Sheboygan Municipal Code is hereby *added* as follows:

ADOPTION

Sec 12-300 Definitions(*Added*)

HVAC contractor means any person who installs, plans, designs, services, or supervises heating, ventilation, and air conditioning (HVAC) work as their principal occupation.

SECTION 97: **AMENDMENT** “Sec 12-338 HVAC Qualifier Certification Requirement” of the Sheboygan Municipal Code is hereby *amended* as follows:

AMENDMENT

Sec 12-~~338~~301 HVAC Qualifier Certification Requirement

~~The term "HVAC contractor" means any person skilled in the installation, planning, designing and supervision of heating, ventilating and air conditioning work as their principal occupation.~~
Any HVAC contractor commencing any type of HVAC work within the city must:

- (a) either possess an HVAC qualifier certification from the state or employ a person holding such a certification, and
- (b) either possess an HVAC contractor credential from the state or have continuously held a city heating contractor's license since on or before the effective date of the ordinance from which this section is derived.

(Code 1997, § 26-515; Ord. No. 89-98-99, § 1, 11-2-1998)

SECTION 98: AMENDMENT “Sec 12-339 Required” of the Sheboygan Municipal Code is hereby *amended* as follows:

AMENDMENT

Sec 12-~~339~~302 Required

- (a) No person shall act, engage in, advertise or otherwise represent themselves as an HVAC~~a heating or ventilating~~ contractor within the city unless they possess HVAC Qualifier certification from the State of Wisconsin or a temporary city license as provided for in section 12-310. No firm or business shall act, engage in, advertise, or otherwise represent itself as an HVAC contractor within the city unless it possesses an HVAC Contractor Registration with the State of Wisconsin.
- (b) A person employing a licensed contractor shall be responsible, as well as the licensed contractor, for all violations under this article.~~a~~
- (c) No person shall install, erect, alter, repair, service, reset, or replace any heating or ventilating system, parts or appurtenances thereto within the city, unless they possess HVAC Qualifier certification from the State of Wisconsin or a temporary city license as provided for in section 12-310, or unless such person has a regularly and steadily employed licensed contractor who shall be the authorized representative of the person in all matters pertaining to this article.~~without first having obtained a contractor's license unless such person has a regularly and steadily employed licensed contractor who shall be the authorized representative of the person in all matters pertaining to this article.~~
- (d) ~~If the authorized representative holder of a heating or ventilating contractor's license terminates employment or partnership with such person, a new authorized holder of a contractor's license must be obtained within 60 days. Persons possessing an HVAC qualifier certification from the state are exempt from the licensing requirements of this division.~~

(Code 1975, § 20-14; Code 1997, § 26-516; Ord. No. 89-98-99, § 2, 11-2-1998)

SECTION 99: AMENDMENT “Sec 12-347 Temporary Licenses” of the Sheboygan Municipal Code is hereby *amended* as follows:

AMENDMENT

Sec 12-~~347~~310 Temporary ~~Licenses~~City HVAC License

- (a) ~~Any~~Any HVAC contractors who have not been granted state credentials shall, prior to commencing any type of heating, ventilating, or air conditioning work within the city, shall first apply for a temporary city HVAC~~contractor's~~ license. Application shall be made on forms furnished by the building inspection division and be made to the secretary of the board of license examiners or their designee. The secretary or designee~~to engage in such contracting work. Such application shall be made to the heating inspector, who~~ may issue a temporary license to such contractor for a specific contracting job, upon the applicant's furnishing proof of compliance with the insurance requirements of section 12-343, meeting experience qualifications of section 12-341, and upon payment of a temporary license fee as set forth in the License/Certificate Requirements Fee Schedule.
- (b) If the application for a temporary license is denied, the applicant may appeal to the board of license examiners within five days after the denial, such appeal ~~to~~shall be in writing and shall set forth the ruling appealed from and be filed with the secretary of the board of examiners. Such notice of appeal shall state clearly and briefly the grounds of the appeal. Where a situation requires an immediate decision, that of the ~~manager~~director of planning and ~~inspection services or the manager's designee~~development shall be final and conclusive.
- (c) Nothing in this section shall prohibit a contractor whose principal place of business is located outside of the city from obtaining a contractor's license pursuant to this division.

(Code 1975, § 20-25; Code 1997, § 26-524; Ord. No. 89-98-99, § 5, 11-2-1998)

SECTION 100: AMENDMENT “Sec 12-341 Qualifications Of Applicant” of the Sheboygan Municipal Code is hereby *amended* as follows:

AMENDMENT

Sec 12-~~341~~311 Qualifications Of Applicant

No temporary HVAC contractor's license shall be issued unless the applicant shall produce

evidence of one of the following:

- (1) the applicant has had not less than three years' experience in the work classification of the license for which the applicant is making an application. ~~has had not less than three years' experience in the work classification of the license for which the applicant is making an application~~
- (2) the applicant has satisfactorily completed a 1,000 hours course of study in heating, ventilating, or air conditioning given by a recognized school, plus one year of practical experience in heating, ventilating, and air conditioning as determined by the board of license examiners. ~~has satisfactorily completed 1,000 hours course of study in heating and ventilating given by a recognized school, plus one year of practical experience in heating or ventilating, or as determined by the board of heating examiners;~~
- (3) the applicant is a graduate mechanical engineer and has one year of practical experience. ~~a graduate mechanical engineer and have one year of practical experience~~
- (4) No temporary HVAC contractor's license shall be issued unless the applicant shall produce evidence that the applicant will maintain a place of business, or be employed by a person maintaining a place of business, that is equipped with tools and other equipment required to contract for and perform any operation of work permitted by such licensee in a substantial and workmanlike manner.
- (5) If a heating or ventilating contractor shall maintain more than one establishment or shop for the transaction of business, then the contractor shall employ a licensed holder in each such establishment.

~~or or shall be ; and that a place of business is or will be maintained by the applicant or by the person employing the applicant, equipped with tools and other equipment required to contract for and perform any operation of work permitted by such license in a substantial and workmanlike manner.~~

(Code 1975, § 20-17; Code 1997, § 26-518)

SECTION 101: **AMENDMENT** “Sec 12-343 Insurance Requirements” of the Sheboygan Municipal Code is hereby *amended* as follows:

AMENDMENT

Sec 12-~~343~~312 Insurance Requirements

- (a) Every HVAC contractor granted a license shall maintain at all times a policy of general liability insurance issued by an insurer, in a stock or mutual casualty company authorized to do business in the state, insuring the contractor in the amount of at least ~~worker's compensation insurance and public liability insurance, with coverage of not less than \$100,000.00 for each person and not less than \$1,0300,000.00 per~~ occurrence because of bodily injury to or death of others or because of damage to the

property of others.

- (b) If the applicant is required under Wis. Stats. § 102.28(2)(a) ~~01-et-seq.~~ to have in force a policy of workers' compensation insurance, or if the applicant is self-insured in accordance with Wis. Stat. § 102.28(2)(b), the applicant shall file with the building inspection division a statement certifying that the applicant has in force a policy of workers' compensation insurance issued by an insurer authorized to do business in the state or is self-insured in accordance with Wis. Stat. § 102.28(2)(b). Should there be any change in coverage or change in insurer after issuance of a license, the licensee shall update the filing within thirty days of such change.
- (c) If the applicant is required to make state unemployment insurance contributions under Wis. Stat. ch. 108 or is required to pay federal unemployment compensation taxes under 26 USC §§ 3301-3311, the applicant shall file with the building inspection division a statement certifying that the applicant is making those contributions or paying those taxes as required.
- (d) The applicant shall, at all times while the applicant holds a license, provide evidence of compliance with liability insurance requirements set forth in subsection (a) by submitting in writing a certificate of insurance with certificate holder to the building inspection division.

(Code 1975, § 20-21; Code 1997, § 26-520; Ord. No. 89-98-99, § 5, 11-2-1998)

SECTION 102: **AMENDMENT** “Sec 12-346 Revocation” of the Sheboygan Municipal Code is hereby *amended* as follows:

AMENDMENT

Sec 12-~~346~~313 Revocation

Any license granted under the provisions of this article may be revoked by the common council upon the recommendation of the ~~heating~~HVAC inspector or the board of ~~electrical and heating~~license examiners for violation of any law or ordinance relating to ~~heating~~HVAC work or for installation of ~~heating~~HVAC apparatus in such manner as to cause hazard to life or property. When a license has been revoked, the former licensee shall have the same status as a person not previously licensed.

(Code 1975, § 20-24; Code 1997, § 26-523; Ord. No. 89-98-99, § 5, 11-2-1998)

SECTION 103: **AMENDMENT** “Sec 12-368 Permit Or Registration-- Required” of the Sheboygan Municipal Code is hereby *amended* as follows:

AMENDMENT

Sec 12-~~368~~320 Permit Or Registration--Required

- (a) *Generally.* Except as provided in subsection (b) of this section, the building inspection ~~department~~division shall issue permits for all ~~heating, ventilating and air conditioning~~HVAC installations and conversions of HVAC~~heating~~ units from the use of one type of fuel to another or the replacement of heating units using the same type of fuel.
- (b) *Registration.* Replacement of heating equipment or air conditioning installations in one- or two-family residences shall require registration.

(Code 1975, § 20-51; Code 1997, § 26-551; Ord. No. 127-97-98, § 8, 4-20-1998)

SECTION 104: AMENDMENT “Sec 12-369 Permit Or Registration--Application” of the Sheboygan Municipal Code is hereby *amended* as follows:

AMENDMENT

Sec 12-~~369~~321 Permit Or Registration--Application

No person shall construct or install any ~~heating~~HVAC equipment or appurtenances subject to the provisions of the heating and ventilating code in or for any building or alter any existing ~~heating~~HVAC equipment or appurtenances subject to the provisions of this article, without the holder of a license or state credentials first making written application and securing a permit therefor. The application shall set forth the nature of the work to be performed.

(Code 1975, § 20-52; Code 1997, § 26-552)

SECTION 105: AMENDMENT “Sec 12-370 Emergencies” of the Sheboygan Municipal Code is hereby *amended* as follows:

AMENDMENT

Sec 12-~~370~~322 Emergencies

In emergency work, the person doing or causing work to be done shall notify the ~~heating~~HVAC inspector not later than the next working day after beginning work, which work shall be in accordance with the provisions of the ~~heating and ventilating~~HVAC code.

(Code 1975, § 20-53; Code 1997, § 26-553)

SECTION 106: AMENDMENT “Sec 12-371 Fees” of the Sheboygan Municipal Code is hereby *amended* as follows:

AMENDMENT

Sec 12-~~371~~323 Fees

The fees for permits, registrations and inspections required by the provisions of this article shall be as follows:

- (a) For an estimated job cost of up to \$1,000.00: \$75.00.
- (b) For each additional \$1,000.00 or fraction thereof up to \$1,000,000.00 estimated job cost: \$20.00.
- (c) For each additional \$1,000.00 or fraction thereof above \$1,000,000.00 estimated job cost: \$10.00.
- (d) Commercial plan review: ~~State charge, plus \$1~~200.00.
- (e) New ~~One~~- and two-family residence flat fee, each unit: \$200.00.
- (f) ~~Heating~~Residential HVAC registrations: \$40.00.

(Code 1975, § 20-54; Code 1997, § 26-554; Ord. No. 127-97-98, § 9, 4-20-1998; Ord. No. 41-01-02, § 7, 10-15-2001; Ord. No. 57-05-06, § 1, 11-21-2005; Ord. No. 41-09-10, § 1, 1-18-2010)

SECTION 107: AMENDMENT “Sec 12-372 Failure To Obtain Permit Or Registration” of the Sheboygan Municipal Code is hereby *amended* as follows:

AMENDMENT

Sec 12-~~372~~324 Failure To Obtain Permit Or Registration

For work started without a permit or registration, except in emergency cases, the permit or registration fees shall be calculated as follows, per calendar year:

- (a) First incident: Double the regular fee, plus \$100.00;
- (b) Second incidences: Double the regular fee, plus \$250.00; and
- (c) Third and subsequent incidences: Double the regular fee, plus \$500.00.

(Code 1975, § 20-55; Code 1997, § 26-555; Ord. No. 127-97-98, § 10, 4-20-1998; Ord. No. 41-01-02, § 10, 10-15-2001)

SECTION 108: AMENDMENT “Sec 12-373 Prohibited Acts” of the Sheboygan Municipal Code is hereby *amended* as follows:

AMENDMENT

Sec 12-~~373~~325 Prohibited Acts

It shall be unlawful for any person licensed under the provisions of this article to secure a permit for work which will be performed by any person not connected with or in the employ of such licensee, or to allow their name to be used by any other person performing such work or obtaining such permit. The ~~heating~~HVAC inspector shall refuse to issue any further permits to any licensee violating the provisions of this section.

(Code 1975, § 20-56; Code 1997, § 26-556)

SECTION 109: AMENDMENT “Sec 12-289 Stop Work Orders” of the Sheboygan Municipal Code is hereby *amended* as follows:

AMENDMENT

Sec 12-~~289~~326 Stop Work Orders

The ~~heating~~HVAC inspector shall halt any work being carried on in violation of the provisions of this article, post stop work signs therefor, and ~~shall~~ order any such work removed or corrected to conform herewith; provided, however, that no stop work order so posted shall affect work not governed by this article, except where the progress of any such work would interfere with inspection of work governed by this chapter.

(Code 1975, § 20-61; Code 1997, § 26-441)

SECTION 110: AMENDMENT “Sec 12-374 Plans And Specifications” of the Sheboygan Municipal Code is hereby *amended* as follows:

AMENDMENT

Sec 12-~~374~~327 Plans And Specifications

The ~~heating~~HVAC inspector, for the purposes of examination, may require the submission of plans and specifications for the installation of any work governed by the provisions of this article.

(Code 1975, § 20-57; Code 1997, § 26-557)

SECTION 111: AMENDMENT “Sec 12-375 Inspection Of Work Requiring A Permit” of the Sheboygan Municipal Code is hereby *amended* as follows:

AMENDMENT

Sec 12-~~375~~328 Inspection Of Work Requiring A Permit

Upon completion of ~~heating and ventilation~~HVAC work requiring a permit under the provisions of this article, contractors licensed in accordance with ~~division three of~~ this article shall be responsible for notifying the ~~heating~~HVAC inspector and requesting a final inspection of such work. The contractor or contractor's employee shall be present for inspection. ~~Should the contractor or contractor's employee be absent from the premises at the time the heating inspector comes to make the final inspection, at which time an appointment was scheduled, then the licensed contractor shall pay a \$10.00 fee each time the heating inspector must return for an inspection.~~

(Code 1975, § 20-58; Code 1997, § 26-558; Ord. No. 127-97-98, § 11, 4-20-1998)

SECTION 112: ADOPTION “Sec 12-329 Reinspection Or No Show Fees” of the Sheboygan Municipal Code is hereby *added* as follows:

ADOPTION

Sec 12-329 Reinspection Or No Show Fees(*Added*)

- (a) Notwithstanding the fees elsewhere in this article, the fees for re-inspections and for inspections where the owner or contractor or other appropriate designee fails to appear for the inspection shall be as follows:
 - (1) Reinspection fee: \$75.00.
 - (2) No show fee: \$75.00.
- (b) There shall be a maximum of one fee per inspection.

SECTION 113: AMENDMENT “Sec 12-376 Inspection Of New Work” of the Sheboygan Municipal Code is hereby *amended* as follows:

AMENDMENT

Sec 12-~~376~~330 Inspection Of New Work

In any building or addition, immediately upon completion of those portions of the installation which are thereafter to be concealed or covered, the ~~heating~~HVAC contractor shall notify the ~~heating~~HVAC inspector, giving the location of the work, that portions of the installation at the designated location are ready for inspection. No person shall lath, plaster, or place some other covering over such work before it has been inspected. The inspector shall make the inspection within two working days after receipt of such notice, except ~~Sundays~~weekends and holidays. All other inspections shall be made upon completion of the work.

(Code 1975, § 20-60; Code 1997, § 26-559)

SECTION 114: **REPEAL** “Sec 12-340 Classifications” of the Sheboygan Municipal Code is hereby *repealed* as follows:

REPEAL

Sec 12-340 ~~Classifications~~(Reserved)

- (a) ~~There shall be three classifications of heating contractors: Ventilation, warm air and air conditioning heating contractor; Steam, hot water and air conditioning heating contractor; and Fuel burner installation and service work heating contractor. When an applicant applies for a heating contractor's license, the applicant shall state the classification in which the license is requested. Any applicant can apply for either subsection (a)(1) or (2) of this section classifications, and the license issued shall state the classes for which it is issued; provided, however, that a license for fuel burner installation and service work, subsection (a)(3) of this section, shall restrict the holder thereof to the installation of fuel burners and service work only in existing heating and air conditioning installations. License holders under subsections (a)(1) and (2) of this section shall not be required to hold a fuel burner installation and service work license.~~

(Code 1975, § 20-16; Code 1997, § 26-517; Ord. No. 89-98-99, § 3, 11-2-1998)

SECTION 115: **REPEAL** “Sec 12-342 Application” of the Sheboygan Municipal Code is hereby *repealed* as follows:

REPEAL

Sec 12-342 ~~Application~~(Reserved)

~~An application for a license required by this division shall be made to the manager of planning and inspection services or the manager's designee on forms furnished by the manager and shall~~

~~contain the classification of the license applied for and the record of the applicant's training and experience in the installation and repairing of heating or ventilating equipment. Applications must be accompanied by \$20.00 for the examination fee.~~

(Code 1975, § 20-18; Code 1997, § 26-519; Ord. No. 127-97-98, § 5, 4-20-1998)

SECTION 116: **REPEAL** “Sec 12-344 Fees” of the Sheboygan Municipal Code is hereby *repealed* as follows:

REPEAL

Sec 12-344 ~~Fees~~(Reserved)

~~Before any license shall be issued under the provisions of this division, the applicant therefor shall pay an occupational license fee of \$50.00 per year. The fee shall be the same for one or all classifications.~~

(Code 1975, § 20-22; Code 1997, § 26-521; Ord. No. 127-97-98, § 6, 4-20-1998; Ord. No. 89-98-99, § 5, 11-2-1998)

SECTION 117: **REPEAL** “Sec 12-345 Term; Renewals” of the Sheboygan Municipal Code is hereby *repealed* as follows:

REPEAL

Sec 12-345 ~~Term; Renewals~~(Reserved)

~~All licenses issued under the provisions of this article shall expire on the December 31 next after the date of issuance, unless sooner revoked. Licenses may be renewed with the building inspection department on or before December 1 for the annual license fee of \$100.00 and upon the filing of an application on forms furnished by the department, which annual renewal shall require the proper approval of the board of electrical and heating examiners. If a license is permitted to expire and not renewed within 30 days after the date of expiration, the former licensee shall have the same status as a person not previously licensed.~~

(Code 1975, § 20-23; Code 1997, § 26-522; Ord. No. 127-97-98, § 7, 4-20-1998; Ord. No. 89-98-99, § 5, 11-2-1998; Ord. No. 41-01-02, § 1, 10-15-2001; Ord. No. 41-09-10, § 1, 1-18-2010)

SECTION 118: **REPEAL** “Sec 12-396 Installation” of the Sheboygan Municipal Code is hereby *repealed* as follows:

R E P E A L

Sec 12-396 ~~Installation~~(Reserved)

- ~~(a) Except as provided in this section, high-efficiency or pulsating combustion furnaces shall be installed, operated and maintained in accordance with the manufacturer's guidelines along with the National Fuel Gas Code, NFPA 54 and the National Electrical Code, NFPA 70. Such codes and standards are hereby adopted and by reference made part of this article. Any future amendments, revisions or modifications to such codes and standards incorporated in this section are intended to be made part of this article.~~
- ~~(b) The high-efficiency or pulsating combustion furnace shall be set on a level floor, centrally located, if practical with respect to the air distribution system, and shall provide minimum clearances as specified in the manufacturer's guidelines.~~

(Code 1975, § 20-125; Code 1997, § 26-581; Ord. No. 127-97-98, § 12, 4-20-1998)

SECTION 119: **REPEAL** “Sec 12-397 Intake And Exhaust Systems” of the Sheboygan Municipal Code is hereby *repealed* as follows:

R E P E A L

Sec 12-397 ~~Intake And Exhaust Systems~~(Reserved)

- ~~(a) The venting system of a high-efficiency furnace or a pulsating combustion furnace shall terminate at least three feet above any forced air inlet located within ten feet thereof. The bottom of the vent terminal and the air intake shall be located at least 18 inches above grade. The vent terminal shall also be a minimum of 24 inches horizontally from any gas meter or electrical meter. All pulsating combustion furnaces shall be installed with dual mufflers, produced for use on a pulsating furnace. Such mufflers shall be installed on the intake and exhaust vents of the system.~~

(Code 1975, § 20-130; Code 1997, § 26-582; Ord. No. 92-97-98, § 6, 2-2-1998; Ord. No. 127-97-98, § 13, 4-20-1998)

SECTION 120: **ADOPTION** “Sec 12-428 Stagnant and Standing Water” of the Sheboygan Municipal Code is hereby *added* as follows:

ADOPTION

Sec 12-428 Stagnant and Standing Water(*Added*)

All premises shall be so graded and maintained that no stagnant water will accumulate or stand on the premises or within any building or structure located on the premises.

SECTION 121: **AMENDMENT** “ARTICLE 12-VIII PLUMBING CODE” of the Sheboygan Municipal Code is hereby *amended* as follows:

AMENDMENT

ARTICLE 12-~~VIII~~VII PLUMBING CODE

SECTION 122: **AMENDMENT** “Sec 12-453 Property Maintenance Code; Penalties” of the Sheboygan Municipal Code is hereby *amended* as follows:

AMENDMENT

Sec 12-453 Property Maintenance Code; Penalties

- (a) This article and the International Property Maintenance Code, as adopted and modified in section 12-27(a)(~~22~~) shall be known as the property maintenance code for all structures and properties and is referred to as the housing maintenance code or this article.
- (b) Except as provided in this section, a violation of the property maintenance code or of any lawful order of a code enforcement officer or an inspector issued pursuant to such provisions shall subject the violator to the penalty provided in section 12-1. a forfeiture of not less than \$150.00 nor more than \$750.00, together with the costs of prosecution, and in default of payment thereof, to imprisonment in the county jail until the forfeiture and costs are paid, but not exceeding 90 days. Each day that a violation shall continue shall constitute a separate offense.
- (c) If a vacant dwelling is relet after written notice is given by the code enforcement officer or an inspector that a vacant dwelling or dwelling unit cannot be relet until all such violations are corrected, the owner shall be subject to a forfeiture of \$1,000.00,

together with the costs of prosecution, and in default of payment thereof, to imprisonment in the county jail until the forfeiture and costs are paid, but not exceeding 60 days. Each rental period shall constitute a separate offense.

- (d) Any person who shall deface or remove the placard from any dwelling or dwelling unit which has been condemned as unfit for human habitation and placarded as such, shall be subject to a forfeiture of \$1,000.00, together with the costs of prosecution, and in default of payment thereof, to imprisonment in the county jail until the penalty and costs are paid, but not exceeding 90 days.
- (e) Notwithstanding other provisions of this chapter, no person shall occupy, own, maintain, use, or permit the use of a commercial property upon which any windowpane or door requiring glazing is boarded up except as a result of weather conditions or replacement, and then only if the boarded-up windows and doors are painted to match the exterior of the building, and only on a temporary basis not to exceed three weeks.

(Code 1997, § 26-651; Ord. No. 17-09-10, § 2, 9-21-2009; Ord. No. 42-10-11, § 5, 11-15-2010; Ord. No. 17-11-12, § 2, 7-5-2011)

SECTION 123: **AMENDMENT** “Sec 12-454 Scope” of the Sheboygan Municipal Code is hereby *amended* as follows:

A M E N D M E N T

Sec 12-454 Scope

No person shall use, occupy, own, or permit use of any structure or premises that does not comply with the requirements of this article. Any such violation is a nuisance. Code enforcement officers or inspectors shall cause inspections to be made of all premises, as necessary, to secure compliance with this section, and may cause the abatement of the nuisance under the provisions of this chapter or chapter 36.

(Code 1997, § 26-652; Ord. No. 17-09-10, § 2, 9-21-2009)

SECTION 124: **AMENDMENT** “Sec 12-455 Responsibility For The Maintenance Of Property Exteriors” of the Sheboygan Municipal Code is hereby *amended* as follows:

A M E N D M E N T

Sec 12-455 Responsibility For The Maintenance Of Property Exteriors

- (a) *Exteriors and premises.* No person shall use or maintain building exteriors or

surrounding premises in a manner that limits the use or enjoyment of neighboring property, or which causes or tends to cause diminution of the value of the property of others in the neighborhood in which such premises is located by reason of exterior storage of scrap lumber, junk, trash, or other debris, including, without limitation of enumeration, discarded objects or equipment such as motor vehicles, furniture, appliances, farm or manufacturing equipment, building materials, or litter.

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- (1) ~~Exterior storage of scrap lumber, junk, trash, or other debris, including, without limitation of enumeration, discarded objects or equipment such as motor vehicles, furniture, appliances, farm or manufacturing equipment, building materials, or litter.~~
- (2) ~~Exterior patchwork, repair, or reconstruction that results in a multi-textured or multi-colored effect or appearance not consonant with the decor, architectural design, or aesthetics of the rest of such building. *Sanitation.* All exterior property areas shall be maintained in a clean and sanitary condition free from any accumulation of rubbish, garbage or debris. *Grading and drainage of premises.* All premises shall be so graded and maintained that no stagnant water will accumulate or stand on the premises or within any building or structure located on the premises. *Insect and rodent harborage.* Every owner of a structure or property shall be responsible for the extermination of insects, rodents, vermin or other pests in all exterior areas of premises, except that the occupant shall be responsible for such extermination in the exterior areas of the premises of a single-family dwelling. Whenever infestation is caused by failure of the responsible person to maintain a dwelling in a ratproof and insectproof condition, extermination shall be the responsibility of the owner. *Accessory structures.* All accessory structures, including detached garages, shall be maintained structurally sound and in good repair.~~

(Code 1997, § 26-653; Ord. No. 17-09-10, § 2, 9-21-2009)

SECTION 125: AMENDMENT “Sec 12-479 Issuance Of Order When Emergency Exists” of the Sheboygan Municipal Code is hereby *amended* as follows:

AMENDMENT

Sec 12-479 Issuance Of Order When Emergency Exists

Whenever a code enforcement officer or inspector finds that an emergency exists which requires immediate action to protect the public health, the officer may, without notice or hearing, issue an order citing the existence of such an emergency and requiring that such action be taken as the officer deems necessary to meet the emergency. Notwithstanding the other provisions of this article, such order shall be effective immediately. Any person to whom such order is directed shall comply therewith immediately, but upon petition to the zoning board of

appeals shall be afforded a hearing in the manner prescribed in section 12-594. After such hearing, depending upon the findings of the ~~zoning~~ board of appeals as to whether the provisions of this article and of the rules and regulations adopted pursuant thereto have been complied with, the ~~zoning~~ board of appeals shall continue such order in effect, modify it or revoke it.

(Code 1997, § 26-701; Ord. No. 17-09-10, § 2, 9-21-2009)

SECTION 126: AMENDMENT “Sec 12-480 Rules And Regulations; Approval” of the Sheboygan Municipal Code is hereby *amended* as follows:

AMENDMENT

Sec 12-480 Rules And Regulations; Approval

The director of planning and development is authorized and empowered to make and adopt written rules and regulations necessary for the proper enforcement of the provisions of this article. Such rules and regulations shall be submitted by the ~~housing inspector~~director to the common council and, if approved by a vote of a majority of the members present, shall have the same force and effect as the provisions of this article, and the penalty for violation thereof shall be the same as the penalty for violation of the provisions of this article. A copy of such rules and regulations shall be kept on file in the city clerk's office and housing inspector.

(Code 1997, § 26-702; Ord. No. 17-09-10, § 2, 9-21-2009)

SECTION 127: AMENDMENT “Sec 12-481 Abatement Of Nuisances” of the Sheboygan Municipal Code is hereby *amended* as follows:

AMENDMENT

Sec 12-481 Abatement Of Nuisances

- (a) If property is in violation of those provisions of this article that affect health or safety, the director of planning and development or, in the director's absence, a designee, may commence an action to abate such public nuisances.
- (b) If the director of planning and development or the director's designee deems it necessary to order the abatement or removal of a health or safety nuisance found on any premises or property, the director shall serve notice within a reasonable time of not less than 24 hours; and if the owner or occupant shall fail to comply with the notice, the owner or occupant shall be subject to the penalty provided in this division.
- (c) Any person to whom such order is directed shall comply therewith immediately but,

upon petition to the ~~zoning~~ board of appeals, shall be afforded a hearing in the manner prescribed in section 12-594. After such hearing, depending upon the findings of the zoning board of appeals as to whether the provisions of this article and of the rules and regulations adopted pursuant thereto have been complied with, the ~~zoning~~ board of appeals shall continue such order in effect, modify or revoke it.

- (d) Upon the failure of the owner or occupant to abate any nuisance within the time allowed in the notice to abate and remove such nuisance, or if the owner is a nonresident of the city or cannot be found, the director of planning and development or the director's designee shall thereupon cause abatement and removal of such nuisance.
- (e) Unless otherwise ordered by the common council, the whole of the cost of abatement or removal of a nuisance by the director of planning and development or the director's designee, plus 50 percent, plus applicable sales tax, with a minimum fee of \$25.00, shall be collected from the owner or occupant or person causing, permitting or maintaining the nuisance, or such cost may be charged against the premises and, upon certificate of the director ~~of planning and development~~, assessed against the real estate and collected as are other special taxes.
- (f) Nothing in this article shall be construed or interpreted to in any way impair or limit the authority of the city to define and declare nuisances or the director of planning and development to cause the removal of abatement of nuisances by summary proceedings or other appropriate proceedings.

(Code 1997, § 26-703; Ord. No. 17-09-10, § 2, 9-21-2009)

SECTION 128: **REPEAL** “Sec 12-482 Compliance With Building Code” of the Sheboygan Municipal Code is hereby *repealed* as follows:

R E P E A L

Sec 12-482 ~~Compliance With Building Code~~ (Reserved)

- ~~(a) The provisions of this article shall not abrogate the responsibility of any person to comply with any provisions of the state building code and the city building and zoning codes.~~
- ~~(b) This article establishes minimum standards for dwellings, dwelling units and accessory buildings and does not replace or modify standards otherwise established for the construction, replacement or repair of buildings except such as are in conflict with the provisions of this article. In any case where a provision of this article is found to be in conflict with a provision in any zoning, building, fire, safety or health ordinance or code of the city, existing on the effective date of the ordinance from which this article is derived, the provision which establishes the higher standard for the promotion and protection of the safety and health of the people shall prevail.~~

(Code 1997, § 26-704; Ord. No. 17-09-10, § 2, 9-21-2009)

SECTION 129: **ADOPTION** “Sec 12-502 Definitions” of the Sheboygan Municipal Code is hereby *added* as follows:

ADOPTION

Sec 12-502 Definitions(*Added*)

The following definitions shall apply in division 12-VII-3:

- (a) A rooming house is any building, structure or part thereof in which four or more rooming units are regularly furnished by prearrangement for compensation to persons. Tenants may share the kitchen, dining room, and/or washroom but do not live together as a single housekeeping unit. This definition shall not include nursing homes, housing for the elderly, college dormitories designated as such by an accredited institution of higher learning, hospitals, and sanitariums, hotels and motels licensed by the State of Wisconsin.
- (b) A rooming unit is an individual room or unit rented to an individual or individuals for their personal use within a rooming house.

SECTION 130: **AMENDMENT** “Sec 12-505 Relationship Of Permit To Building Code; Enforcement Of Building Code” of the Sheboygan Municipal Code is hereby *amended* as follows:

AMENDMENT

Sec 12-505 Relationship Of Permit To Building Code; Enforcement Of Building Code

The issuance of a roominghouse permit and occupancy record card to any roominghouse shall not in any way signify or imply that the roominghouse conforms with the state building code or the city building and zoning codes. It shall be the duty of the building inspection division ~~of buildings~~ to enforce the provisions of the property maintenance, building and zoning codes. The issuance of a roominghouse permit shall not relieve the owner or operator of the responsibility for compliance with the building and zoning codes and shall not relieve the inspector of buildings of the responsibility for enforcement of the building and zoning codes.

(Code 1997, § 26-788; Ord. No. 17-09-10, § 2, 9-21-2009)

SECTION 131: AMENDMENT “Sec 12-556 Application” of the Sheboygan Municipal Code is hereby *amended* as follows:

AMENDMENT

Sec 12-556 Application

The operator of a roominghouse shall file an application for a roominghouse permit in the office of the building inspection department on application forms prepared by the housing inspector. The operator shall file with the permit application an occupancy permit from the inspector of buildings showing the maximum number of rooming units that may be permitted in the dwelling in accordance with the applicable zoning laws. Where there is a valid occupancy permit for a roominghouse on record in the files of the building inspection ~~department~~, ivision, no new occupancy permit shall be required to be submitted with the roominghouse permit application. No permit shall be issued to any operator that would authorize the occupancy by a larger number of rooming units then permitted under the provisions of applicable zoning laws.

(Code 1997, § 26-832; Ord. No. 17-09-10, § 2, 9-21-2009)

SECTION 132: AMENDMENT “Sec 12-557 Fee” of the Sheboygan Municipal Code is hereby *amended* as follows:

AMENDMENT

Sec 12-557 Fee

Before any permit shall be issued under the provisions of this division, the applicant shall pay a fee of \$30.00, plus an additional \$10.00 per rooming unit, with a maximum amount of ~~\$1250.00~~ \$250.00. A late penalty fee of ~~\$250.00~~ shall be charged in addition to the regular \$30.00 fee for applications filed after January 1 of the current permit year. This section shall also apply to new roominghouses that have been in operation without a current permit.

(Code 1997, § 26-834; Ord. No. 17-09-10, § 2, 9-21-2009)

SECTION 133: AMENDMENT “Sec 12-558 Issuance; Occupancy Record Card” of the Sheboygan Municipal Code is hereby *amended* as follows:

AMENDMENT

Sec 12-558 Issuance; Occupancy Record Card

When the operator has complied with all applicable provisions of this article and of any rules and regulations adopted pursuant thereto, the building inspection ~~department~~ division shall issue a roominghouse permit and an occupancy record card. The permit shall list the maximum number of persons that may reside in the total of all rooming units located in the dwelling or portion thereof for which the roominghouse permit is issued.

(Code 1997, § 26-835; Ord. No. 17-09-10, § 2, 9-21-2009)

SECTION 134: AMENDMENT “Sec 12-559 Denial; Hearing” of the Sheboygan Municipal Code is hereby *amended* as follows:

AMENDMENT

Sec 12-559 Denial; Hearing

Any person whose application for a permit to operate a roominghouse has been denied may request and shall be granted a hearing on the matter before the board of ~~housing~~ appeals ~~and fair housing practices~~ under the procedure provided by section 12-595.

(Code 1997, § 26-836; Ord. No. 17-09-10, § 2, 9-21-2009; Ord. No. 63-09-10, § 2, 4-19-2010)

SECTION 135: AMENDMENT “Sec 12-562 Display” of the Sheboygan Municipal Code is hereby *amended* as follows:

AMENDMENT

Sec 12-562 Display

Every roominghouse permit issued by the ~~housing~~ building ~~inspection~~ division ~~er~~ shall be conspicuously posted by the operator in a public corridor or hallway or other public portion of the roominghouse for which it is issued and shall remain so posted at all times. The operator shall post in the roominghouse each occupancy record card in a place in which such cards are readily accessible for examination by the building inspection ~~department~~ division.

(Code 1997, § 26-839; Ord. No. 17-09-10, § 2, 9-21-2009)

SECTION 136: AMENDMENT “Sec 12-563 Nontransferability” of the Sheboygan Municipal Code is hereby *amended* as follows:

AMENDMENT

Sec 12-563 Nontransferability

No roominghouse permit issued under the provisions of this division shall be transferable. Every operator shall notify the ~~housing inspector~~building inspection division in writing within 24 hours after having relinquished proprietorship or having sold, transferred, given away, or otherwise disposed of such interest or control of any roominghouse, and shall file in writing with the ~~housing inspector~~division the name and address of the operator to whom proprietorship has been relinquished by sale, gift, or other method of transfer or disposition.

(Code 1997, § 26-840; Ord. No. 17-09-10, § 2, 9-21-2009)

SECTION 137: AMENDMENT “Sec 12-564 Suspension” of the Sheboygan Municipal Code is hereby *amended* as follows:

AMENDMENT

Sec 12-564 Suspension

Whenever, upon inspection of any roominghouse, a building inspector finds that conditions or practices exist which are in violation of any provision of this article or of any rule or regulation adopted pursuant thereto, the building inspector shall give notice in writing to the operator of such roominghouse that unless such conditions or practices are corrected within a reasonable period, to be determined by the building inspector, the operator's roominghouse permit will be suspended. At the end of such period, the building inspector shall reinspect such roominghouse, and, if the building inspector finds that such conditions or practices have not been corrected, the building inspector shall suspend the permit and give notice in writing to the operator that the latter's permit has been suspended. If the operator has been convicted of leasing or letting any dwelling, room or other premises for the purpose of prostitution or lewdness, which dwelling, room or other premises is required to have a permit under this division, the chief of police shall notify the building inspector in writing of such conviction. The ~~housing~~building inspector shall then suspend the permit and give notice in writing to the operator that the latter's permit has been suspended.

(Code 1997, § 26-841; Ord. No. 17-09-10, § 2, 9-21-2009)

SECTION 138: AMENDMENT “Sec 12-565 Hearing Upon Suspension; Revocation” of the Sheboygan Municipal Code is hereby *amended* as follows:

AMENDMENT

Sec 12-565 Hearing Upon Suspension; Revocation

Any person whose permit to operate a roominghouse has been suspended, or who has received notice from the building inspector that said permit is to be suspended unless existing conditions or practices at the roominghouse are corrected, may request and shall be granted a hearing on the matter before the ~~zoning~~ board of appeals; provided, however, that if no petition for such hearing is filed within 20 days following the day on which such permit was suspended, such permit shall be deemed to have been automatically revoked. Upon receipt of notice of permit revocation, the operator shall cease operation of such roominghouse within a reasonable period of time, to be determined by the building inspector. If an operator's roominghouse permit has been revoked because the operator has been convicted of letting any dwelling, room, or other premises for prostitution or lewdness, the building inspector shall not subsequently issue a permit to the operator for the operation of any dwelling for which a permit is required in accordance with the provisions of this division.

(Code 1997, § 26-842; Ord. No. 17-09-10, § 2, 9-21-2009; Ord. No. 63-09-10, § 3, 4-19-2010)

SECTION 139: AMENDMENT “DIVISION 12-VII-4 BOARD OF HOUSING APPEALS AND FAIR HOUSING PRACTICES” of the Sheboygan Municipal Code is hereby *amended* as follows:

AMENDMENT

DIVISION 12-VII-4 ~~BOARD OF HOUSING APPEALS AND FAIR HOUSING PRACTICES~~HEARINGS

SECTION 140: AMENDMENT “Sec 12-594 Petition For Hearing” of the Sheboygan Municipal Code is hereby *amended* as follows:

AMENDMENT

Sec 12-594 Petition For Hearing

Any person affected by any notice which has been issued in connection with the enforcement

of any provision of this article, excluding division 3 of this article, or of any rule or regulation adopted pursuant thereto, excluding division 3 of this article, may request and shall be granted a hearing on the matter before the ~~zoning~~ board of appeals; provided, however, that such person shall file ~~in with~~ the ~~office of the~~ building inspection ~~division~~ or a written petition requesting such hearing and setting forth a statement of the grounds therefor within 20 days after the day the notice was served. Within ten days of receipt of such petition, the ~~zoning~~ board ~~of appeals~~ shall set a time and place for such hearing and shall give the petitioner written notice. At such hearing the petitioner shall be given an opportunity to be heard and to show cause why such notice should be modified or withdrawn. The hearing before the ~~zoning~~ board ~~of appeals~~ shall be commenced not later than 30 days after the date on which the petition was filed; provided, however, that upon written application of the petitioner to the ~~zoning~~ board ~~of appeals~~, the ~~zoning~~ board ~~of appeals~~ may postpone the date of the hearing for a reasonable time beyond such 30-day period if, in its judgment, the petitioner has submitted a good and sufficient reason for such postponement. Any notice served pursuant to division 2 of this article shall automatically become an order if a written petition for a hearing is not filed in the ~~office~~ ~~of the~~ building inspection ~~division~~ or within 20 days after such notice is served. The ~~zoning~~ board ~~of appeals~~ shall have the power to administer oaths and affirmations in connection with the conduct of any hearing held in accordance with the provisions of this article.

(Code 1997, § 26-869; Ord. No. 17-09-10, § 2, 9-21-2009; Ord. No. 63-09-10, § 6, 4-19-2010)

SECTION 141: AMENDMENT “Sec 12-596 Sustaining, Modifying Or Withdrawing Notices” of the Sheboygan Municipal Code is hereby *amended* as follows:

AMENDMENT

Sec 12-596 Sustaining, Modifying Or Withdrawing Notices

After hearing, the ~~zoning~~ board of appeals shall sustain, modify, or withdraw the notice, depending upon its finding as to whether the provisions of this article and of the rules and regulations adopted pursuant thereto have been complied with. The zoning board of appeals may also modify any notice so as to authorize a variance from the provisions of this article when, because of special conditions, literal enforcement of the provisions of this article will result in practical difficulty or unnecessary hardship, provided that the spirit of this article will be observed, public health and welfare secured, and substantial justice done. If the ~~zoning~~ board ~~of appeals~~ sustains or modifies such notice, it shall be deemed to be an order, and the owner, operator, or occupant, as the case may require, shall comply with all provisions of such order within a reasonable period of time as determined by the ~~zoning~~ board ~~of appeals~~.

(Code 1997, § 26-871; Ord. No. 17-09-10, § 2, 9-21-2009; Ord. No. 63-09-10, § 7, 4-19-2010)

SECTION 142: AMENDMENT “Sec 12-597 Review By Circuit Court By Certiorari” of the Sheboygan Municipal Code is hereby *amended* as follows:

AMENDMENT

Sec 12-597 Review By Circuit Court By Certiorari

The hearing proceedings, including the findings and decision of the ~~zoning~~ board of appeals, shall be summarized, reduced to writing, and entered as a matter of public record in the ~~office of the building inspection division~~. Such record shall also include a copy of every notice or order issued in connection with the matter. A copy of the written decision of the ~~zoning~~ board of appeals shall then be served; in the manner prescribed under division 2 of this article on the person who filed the petition for hearing. Any persons, jointly or severally; aggrieved by the decision of the zoning board of appeals; or any taxpayer; or any city officer, department, board, or bureau may seek relief therefrom by having the decision reviewed by the circuit court by certiorari, if the petition for the writ is presented to the court within 20 days after the date on which the ~~zoning~~ board's ~~of appeals~~ decision was served on the person who filed the petition for hearing, and if the person aggrieved notifies the zoning board of appeals, within ten days after the ~~zoning~~ board's ~~of appeals~~ decision was served upon the petitioner, of the intention to present such petition to the court. Such petition, duly verified, shall set forth that such decision is illegal, in whole or in part, or does not comply with the provisions of section 12-596, specifying the grounds thereof.

(Code 1997, § 26-872; Ord. No. 17-09-10, § 2, 9-21-2009; Ord. No. 63-09-10, § 8, 4-19-2010)

SECTION 143: REPEAL “Sec 12-628 State Regulations Adopted” of the Sheboygan Municipal Code is hereby *repealed* as follows:

REPEAL

Sec 12-628 ~~State Regulations Adopted~~ (Reserved)

~~Except as otherwise specifically provided in this chapter, the statutory provisions of Wis. Stats. ch. 145 and Wis. Admin. Code chs. SPS 381—387, describing and defining regulations with respect to licensures, construction, installation and inspection of plumbing, exclusive of any provisions therein relating to penalties to be imposed and exclusive of any regulations for which the statutory penalty is a fine or term of imprisonment, are hereby adopted and made a part of this section as if fully set out. Any future amendments, revisions or modifications of the statutes or administrative codes incorporated in this section are intended to be made part of this section in order to secure uniform statewide regulation of plumbing regulations.~~

(Code 1997, § 26-906; Ord. No. 92-96-97, § 1, 12-16-1996)

SECTION 144: **REPEAL** “Sec 12-630 Penalties For Violation Of Article” of the Sheboygan Municipal Code is hereby *repealed* as follows:

REPEAL

Sec 12-630 ~~Penalties For Violation Of Article~~(Reserved)

~~Any violation of the provisions of this article shall subject the violator to a forfeiture of not less than \$150.00 nor more than \$750.00, together with the costs of prosecution and, in default of payment thereof, to imprisonment in the county jail until the forfeiture and costs are paid, but not to exceed 90 days. Each day of violation or noncompliance shall constitute a separate offense.~~

(Code 1997, § 26-908; Ord. No. 92-96-97, § 1, 12-16-1996; Ord. No. 59-97-98, § 1, 10-20-1997; Ord. No. 42-10-11, § 6, 11-15-2010)

SECTION 145: **AMENDMENT** “Sec 12-629 Definitions” of the Sheboygan Municipal Code is hereby *amended* as follows:

AMENDMENT

Sec 12-~~629~~630 Definitions

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

Curb stop means a buried shut-off valve on a service line usually located near the right-of-way line.

Customer-side service line means the portion of the water service line from (but not including) the corporation at the public water main to the inlet at the property's water meter.

Distribution system means the network of water mains or pipes, hydrants, valves and appurtenances owned and operated by the water utility. The utility does not own any of the water service beyond the corporation at the public water main to the inlet at the property's water meter.

Galvanized steel service line (GSL) means a water service line constructed of galvanized steel.

Lead service line (LSL) means a water service line constructed of lead, a material commonly

used prior to the 1950s. For the purposes herein, GSL and LSL are considered the same in terms of requirements and qualifying for the financial assistance program described in this article.

Plumbing means and includes:

- (a) All piping, fixtures, appliances, equipment, devices and appurtenances in connection with the water supply, water distribution and drainage systems, including hot water storage tanks, water softeners and water heaters connected with such water and drainage systems and also includes the installation thereof.
- (b) The construction, connection or installation of any drain or waste piping system from the outside or proposed outside foundation walls of any building to the mains or other sewage system terminal within bounds of, or beneath an area subject to easement for highway purposes, including private sewage systems, and the alteration of any such systems, drains or waste piping.
- (c) The water service piping from the outside or proposed outside foundation walls of any building to the main or other water utility service terminal within bounds of or beneath an area subject to easement for highway purposes and its connections.
- (d) The water pressure system other than municipal systems as provided in Wis. Stats. ch. 144.
- (e) A plumbing and drainage system so designed and vent piping so installed as to keep the air within the system in free circulation and movement; to prevent with a margin of safety unequal air pressures of such force as might blow, siphon or affect trap seals, or retard the discharge from plumbing fixtures, or permit sewer air to escape into the building; to prohibit cross connection, contamination or pollution of the potable water supply and distribution systems; and to provide an adequate supply of water to properly serve, cleanse and operate all fixtures, equipment, appurtenances and appliances served by the plumbing system.

Pre-qualified plumbing contractor means a person, firm, or corporation or other entity licensed by the state to perform plumbing work and established on the water utility's pre-qualified list of plumbing contractors.

Property means real property as defined in Wis. Stats. § 70.03.

Property owner means a person or legal entity having a possessory interest, legal or equitable, in property. The term "property owner" includes an estate, trust, or lien.

Service line means a smaller pipe connected as a lateral to a larger public water main and intended to convey water into buildings or grounds. Service lines are the responsibility of the property owner served, or intended to be served, by the line.

Spot lead service line means a water service line constructed of lead (or galvanized) in only a portion of its length.

Storm and clear drains means a drain, sewer or pipe for conveying water, stormwater,

groundwater, subsurface water or clear water wastes from any source and shall include sump pumps as defined by Wis. Admin. Code ch. SPS 382.

(Code 1997, § 26-907; Ord. No. 92-96-97, § 1, 12-16-1996)

SECTION 146: AMENDMENT “Sec 12-653 Supervision Of Plumbing” of the Sheboygan Municipal Code is hereby *amended* as follows:

AMENDMENT

Sec 12-~~653~~654 Supervision Of Plumbing

SECTION 147: AMENDMENT “Sec 12-654 Cooperation Of Officials” of the Sheboygan Municipal Code is hereby *amended* as follows:

AMENDMENT

Sec 12-~~654~~655 Cooperation Of Officials

The city engineer, superintendent of the municipal water utility, building inspector, city attorney, plumbing inspector, and the ~~zoning~~ board of appeals shall cooperate to the end that the provisions of this article are properly, fairly and consistently enforced in the best interests of the city citizens.

(Code 1997, § 26-932; Ord. No. 92-96-97, § 1, 12-16-1996)

SECTION 148: REPEAL “Sec 12-655 Access To Premises” of the Sheboygan Municipal Code is hereby *repealed* as follows:

REPEAL

Sec 12-655 ~~Access To Premises~~(Reserved)

~~The plumbing inspector, upon written notice stating the reason therefor, shall, within 24 hours after service of such notice, have free and unobstructive access between the hours of 7:00 a.m. and 6:00 p.m. to any part of a private home or premises where a sump pump, building sewer or drain, plumbing or plumbing appliances have been installed or are being installed. The inspector shall have free access at all times, without such notification, to any building under construction or any public building for the purpose of examining plumbing, water supply~~

~~pipng, appliances and the construction, condition and usage of any sump pump, sewer, drain or water disposal connected therewith.~~

(Code 1997, § 26-933; Ord. No. 92-96-97, § 1, 12-16-1996)

SECTION 149: AMENDMENT “Sec 12-659 Board Of Plumbing Appeals--Generally” of the Sheboygan Municipal Code is hereby *amended* as follows:

AMENDMENT

Sec 12-659 ~~Board Of Plumbing~~ Appeals--Generally

In case of a dispute or difference arising between the plumbing inspector and the plumber in charge of the work performed, subject to the provisions of this article, the facts shall be submitted to ~~the~~ a board of plumbing appeals whose members shall be the director of planning and development~~manager of planning and inspection services~~, the director of the department of public works, and the city engineer. The board shall consider and adjudicate all such disputes submitted to it and may require testimony from the parties concerned and such persons as it deems necessary.

(Code 1997, § 26-937; Ord. No. 92-96-97, § 1, 12-16-1996)

SECTION 150: AMENDMENT “Sec 12-660 Board Of Plumbing Appeals--Appeals; How Made” of the Sheboygan Municipal Code is hereby *amended* as follows:

AMENDMENT

Sec 12-660 Board Of Plumbing Appeals--Appeals; How Made

Any person feeling aggrieved by any order or ruling of the plumbing inspector may appeal from such order or ruling to the board of plumbing appeals constituted by section 12-659 within five days after written notice of such order or ruling ~~shall have~~having been delivered to the appellant. The appeal shall be in writing, setting forth the order appealed from, and shall be filed with the plumbing inspector who shall bring it to the attention of the board of plumbing appeals. Where a situation requires an immediate decision, the decision of the inspector shall be final and conclusive.

(Code 1997, § 26-938; Ord. No. 92-96-97, § 1, 12-16-1996)

SECTION 151: **ADOPTION** “12-684 Reinspection Or No Show Fees” of the Sheboygan Municipal Code is hereby *added* as follows:

ADOPTION

12-684 Reinspection Or No Show Fees(*Added*)

- (a) Notwithstanding the fees elsewhere in this article, the fees for re-inspections and for inspections where the owner or contractor or other appropriate designee fails to appear for the inspection shall be as follows:
 - (1) Re-inspection fee: \$75.00.
 - (2) No-show fee: \$75.00.
- (b) There shall be a maximum of one fee per inspection.

SECTION 152: **REPEAL** “ARTICLE 12-IX SWIMMING POOLS, WHIRLPOOLS AND SPAS” of the Sheboygan Municipal Code is hereby *repealed* as follows:

REPEAL

Sec 12-710 Definitions

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

Swimming pool means a body of water in an artificial or semiartificial receptacle, whether located indoors or outdoors, used or intended to be used for the purposes of swimming or diving and having a water capacity of 500 or more cubic feet.

Whirlpools and spas means bodies of water in an artificial receptacle located outside, used or intended to be used for bathing or health purposes.

(Code 1975, § 9-141; Code 1997, § 26-1026)

Sec 12-712 Permit--Submission Of Plans

Plans and specifications shall be submitted with the application for a swimming pool permit and shall include:

- (a) Plans, including a profile, drawn to scale showing all dimensions.
- (b) Equipment, layout of filters, pumps, strainers, sumps, gutters, skimmers, inlets, outlets, waste discharge lines, circulation and other piping.
- (c) Type, kind and description of chlorinator.
- (d) Capacity of pool.
- (e) Proposed location on tract of land.

(Code 1975, § 9-143; Code 1997, § 26-1028)

Sec 12-713 Walkway

The swimming pool shall be completely surrounded by a walkway at least three feet in width and sloping away from the pool for drainage.

(Code 1975, § 9-148; Code 1997, § 26-1029)

Sec 12-714 Fences

- (a) All outdoor swimming pools, whirlpools or spas shall be completely surrounded by a fence or wall not less than six feet in height which is kept gated and locked so as to exclude uninvited children and animals. A dwelling house or accessory building may be used as part of such an enclosure.
- (b) The only approved exception to the six-foot fence requirement for pools is an approved lockable dome.
- (c) The only approved exception to the six-foot fence requirement for whirlpools and spas is an approved lockable cover which can withstand 150 pounds.

(Code 1975, § 9-151; Code 1997, § 26-1030)

Sec 12-715 Walls

The walls of the swimming pool shall be vertical. Conspicuous markings shall show the depth of the shallow and deep portions, and the location and depth of the points where the slope of the bottom of the pool changes.

(Code 1975, § 9-145; Code 1997, § 26-1031)

Sec 12-716 Lining

The material used for lining artificial swimming pools shall be light in color, and such as will provide a tight tank with smooth and easily cleaned surfaces.

(Code 1975, § 9-144; Code 1997, § 26-1032)

Sec 12-717 Overflow Gutters

Overflow gutters shall completely surround the swimming pool; provided, however, that pools

less than 30 feet in width may be provided with skimmers built into the sides and corners of the pool to take the place of gutters if approved by the city.

(Code 1975, § 9-146; Code 1997, § 26-1033)

Sec 12-718 Outlets And Inlets

Pools under 30 feet in width shall have at least one outlet at the deepest point of sufficient size to permit the pool to be completely emptied in eight hours. Inlets shall be located to make possible a uniform circulation of water throughout the pool.

(Code 1975, § 9-147; Code 1997, § 26-1034)

Sec 12-719 Recirculation

There shall be a complete recirculation of water through all parts of the swimming pool.

(Code 1975, § 9-149; Code 1997, § 26-1035)

Sec 12-720 Water And Sewer Connections

All connections from the swimming pool, spa or whirlpool to the city water supply or sewer system shall be approved by the city.

(Code 1975, § 9-150; Code 1997, § 26-1036)

~~ARTICLE 12-IX SWIMMING POOLS, WHIRLPOOLS AND SPAS~~ *(Repealed)*

~~See 12-710 Definitions~~ *(Repealed)*

~~See 12-712 Permit--Submission Of Plans~~ *(Repealed)*

~~See 12-713 Walkway~~ *(Repealed)*

~~See 12-714 Fences~~ *(Repealed)*

~~See 12-715 Walls~~ *(Repealed)*

~~See 12-716 Lining~~ *(Repealed)*

~~See 12-717 Overflow Gutters~~ *(Repealed)*

~~See 12-718 Outlets And Inlets~~ *(Repealed)*

~~See 12-719 Recirculation~~ *(Repealed)*

~~See 12-720 Water And Sewer Connections~~ *(Repealed)*

~~State law reference—Public swimming pools generally, Wis. Stats. § 145.26.~~

SECTION 153: **REPEAL** “Sec 12-710 Definitions” of the Sheboygan Municipal Code is hereby *repealed* as follows:

REPEAL

Sec 12-710 ~~Definitions~~(Reserved)

~~The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning: *Swimming pool* means a body of water in an artificial or semiartificial receptacle, whether located indoors or outdoors, used or intended to be used for the purposes of swimming or diving and having a water capacity of 500 or more cubic feet. *Whirlpools and spas* means bodies of water in an artificial receptacle located outside, used or intended to be used for bathing or health purposes.~~

(Code 1975, § 9-141; Code 1997, § 26-1026)

SECTION 154: **REPEAL** “Sec 12-713 Walkway” of the Sheboygan Municipal Code is hereby *repealed* as follows:

REPEAL

Sec 12-713 ~~Walkway~~(Reserved)

~~The swimming pool shall be completely surrounded by a walkway at least three feet in width and sloping away from the pool for drainage.~~

(Code 1975, § 9-148; Code 1997, § 26-1029)

SECTION 155: **REPEAL** “Sec 12-715 Walls” of the Sheboygan Municipal Code is hereby *repealed* as follows:

REPEAL

Sec 12-715 ~~Walls~~(Reserved)

~~The walls of the swimming pool shall be vertical. Conspicuous markings shall show the depth~~

~~of the shallow and deep portions, and the location and depth of the points where the slope of the bottom of the pool changes:~~

(Code 1975, § 9-145; Code 1997, § 26-1031)

SECTION 156: **REPEAL** “Sec 12-716 Lining” of the Sheboygan Municipal Code is hereby *repealed* as follows:

REPEAL

Sec 12-716 ~~Lining~~(Reserved)

~~The material used for lining artificial swimming pools shall be light in color, and such as will provide a tight tank with smooth and easily cleaned surfaces:~~

(Code 1975, § 9-144; Code 1997, § 26-1032)

SECTION 157: **REPEAL** “Sec 12-717 Overflow Gutters” of the Sheboygan Municipal Code is hereby *repealed* as follows:

REPEAL

Sec 12-717 ~~Overflow Gutters~~(Reserved)

~~Overflow gutters shall completely surround the swimming pool; provided, however, that pools less than 30 feet in width may be provided with skimmers built into the sides and corners of the pool to take the place of gutters if approved by the city:~~

(Code 1975, § 9-146; Code 1997, § 26-1033)

SECTION 158: **REPEAL** “Sec 12-718 Outlets And Inlets” of the Sheboygan Municipal Code is hereby *repealed* as follows:

REPEAL

Sec 12-718 ~~Outlets And Inlets~~(Reserved)

~~Pools under 30 feet in width shall have at least one outlet at the deepest point of sufficient size to permit the pool to be completely emptied in eight hours. Inlets shall be located to make possible a uniform circulation of water throughout the pool:~~

(Code 1975, § 9-147; Code 1997, § 26-1034)

SECTION 159: REPEAL “Sec 12-719 Recirculation” of the Sheboygan Municipal Code is hereby *repealed* as follows:

REPEAL

Sec 12-719 ~~Recirculation~~(Reserved)

~~There shall be a complete recirculation of water through all parts of the swimming pool.~~

(Code 1975, § 9-149; Code 1997, § 26-1035)

SECTION 160: REPEAL “Sec 12-720 Water And Sewer Connections” of the Sheboygan Municipal Code is hereby *repealed* as follows:

REPEAL

Sec 12-720 ~~Water And Sewer Connections~~(Reserved)

~~All connections from the swimming pool, spa or whirlpool to the city water supply or sewer system shall be approved by the city.~~

(Code 1975, § 9-150; Code 1997, § 26-1036)

SECTION 161: AMENDMENT “Sec 34-83 Notice Of Violations” of the Sheboygan Municipal Code is hereby *amended* as follows:

AMENDMENT

Sec 34-83 Notice Of Violations

- (a) Whenever the building inspection department determines that there has been a violation of any provision of this article, it shall give notice of such alleged violation to the park management to whom the license was issued. Such notice shall:
 - (1) Be in writing.
 - (2) Include a statement of the reasons for its issuance.
 - (3) Allow a reasonable time for the performance of any act it requires.
 - (4) Be served upon the park management or its agent, as the case may require.
- (b) Such notice or order shall be deemed to have been properly served upon such owner

or agent when a copy thereof has been personally served or sent or delivered or posted as set forth in chapter 12, article I via certified mail, return receipt requested.

- (c) The park management shall have the right of appeal of any written order by petitioning the license committee within 20 days of the date of the notice.

(Code 1975, § 24-44; Code 1997, § 62-98)

SECTION 162: AMENDMENT “Sec 12-35 Coal Tar Sealant Products” of the Sheboygan Municipal Code is hereby *amended* as follows:

AMENDMENT

Sec ~~12-35~~36-9 Coal Tar Sealant Products

SECTION 163: AMENDMENT “Sec 36-9 (Reserved)” of the Sheboygan Municipal Code is hereby *amended* as follows:

AMENDMENT

Sec 36-~~9~~15 (Reserved)

SECTION 164: AMENDMENT “Sec 38-25 Issuance Of Citations By City Inspectors For Violations Of Certain Ordinances” of the Sheboygan Municipal Code is hereby *amended* as follows:

AMENDMENT

Sec 38-25 Issuance Of Citations By City Inspectors For Violations Of Certain Ordinances

- (a) Pursuant to Wis. Stats. § 800.02, the city elects to use the citation method of enforcement by its authorized officials for violations directly related to the official responsibilities of the officials. Such authorized officials include, but are not limited to, the following:
 - (1) Community service officers acting under authority delegated to them by the chief of police or a traffic sergeant;
 - (2) Building inspectors issuing citations for violations of chapters 12, 14, 20, 28, 36, 38, 46, 48, 54, section 60-68, and chapter 105;
 - (3) Code enforcement officers issuing citations for violations of chapter 12;
 - (4) The manager of planning and zoning;

- (5) The fire chief and designees;
 - (6) The city engineer and designees;
 - (7) The harbormaster and designees.
- (b) Citations issued under subsection (a) of this section shall include the following information:
- (1) The name and address of the alleged violator;
 - (2) Factual allegations describing the alleged violation;
 - (3) The time and place of the offense;
 - (4) The section of the ordinance violated;
 - (5) A designation of the offense in such manner as can be readily understood by a person making a reasonable effort to do so;
 - (6) The time at which the alleged violator may appear in court;
 - (7) A statement which, in essence, informs the alleged violator of the following:
 - a. A cash deposit based on the schedule established by this section may be made which shall be delivered or mailed to the clerk of municipal court prior to the time of the scheduled court appearance.
 - b. If a cash deposit is made, no appearance in court is necessary unless subsequently summoned.
 - c. If the alleged violator makes a cash deposit and does not appear in court, the alleged violator will be deemed to have tendered a plea of no contest and submitted to a forfeiture, plus costs authorized by statute not to exceed the amount of the deposit or will be summoned into court to answer the complaint if the court does not accept the plea of no contest.
 - d. If the alleged violator does not make a cash deposit and does not appear in court at the time specified, the court may issue a summons or a warrant for the defendant's arrest or consider the nonappearance to be a plea of no contest and enter a judgment under Wis. Stats. § 800.04, or the city may commence an action against the alleged violator to collect the forfeiture, plus all costs authorized by statute.
 - e. If the court finds that the violation involves an ordinance that prohibits conduct that is the same as or similar to conduct prohibited by statute punishable by a fine or imprisonment or both and that the violation resulted in damage to the property of or physical injury to a person other than the alleged violator, the court may summon the alleged violator into court to determine if restitution shall be ordered under Wis. Stats. § 800.093.
 - (8) A direction that if the alleged violator elects to make a cash deposit, the alleged violator shall sign an appropriate statement which accompanies the citation to indicate that the alleged violator has read the statement required under subsection (b)(7) of this section and shall send the signed statement with the cash deposit.
 - (9) Such other information as may be deemed necessary.
- (c) The common council shall establish a schedule of cash deposits by resolution. Copies of the schedule shall be available from the municipal court and the police department.

The deposits shall be made in cash, money order or certified check, payable to the clerk of the municipal court, who shall provide a receipt therefor. If a violator is charged with an ordinance violation that has a penalty provision that provides each day of violation constitutes a separate and distinct offense, the applicable deposit and cost shall be multiplied by the number of days of violation to establish the applicable deposit and cost.

- (d) The provisions of Wis. Stats. § 800.04(3), relating to violators' options and procedures on default, are adopted and incorporated in this section by reference as if fully set forth.
- (e) The adoption of this section shall not preclude the common council from adopting any other ordinance or providing for the enforcement of any other law or ordinance relating to the same or other matter.
- (f) The issuance of a citation under this section shall not preclude the city or any authorized officer from proceeding under any other ordinance or law or by any other enforcement method to enforce any ordinance, regulation or order.

(Code 1975, § 26-100; Code 1997, § 1-14; Ord. No. 66-00-01, §§ 2, 3, 10-2-2000; Ord. No. 101-05-06, §§ 4, 5, 3-20-2006; Ord. No. 27-06-07, § 1, 9-5-2006; Ord. No. 43-10-11, § 2, 11-15-2010; Ord. No. 25-15-16, § 1, 9-21-2015)

SECTION 165: **REPEALER CLAUSE** All ordinances or resolutions or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

SECTION 166: **EFFECTIVE DATE** This Ordinance shall be in effect from and after its passage and publication according to law.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

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Presiding Officer

Attest

Ryan Sorenson, Mayor, City of Sheboygan

Meredith DeBruin, City Clerk, City of Sheboygan