



TWENTY FIFTH REGULAR COMMON COUNCIL MEETING AGENDA

April 03, 2024 at 6:00 PM

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

"Continuous improvement is better than delayed perfection" Mark Twain

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

Notice of the 25th Regular Meeting of the 2023-2024 Common Council at 6:00 PM, WEDNESDAY, April 3, 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

Fourth Special and Twenty-Fourth Regular Council Meeting held on March 25, 2024 and March 18, 2024 respectively

4. Resignation

Matt Wierzbach from Sheboygan Historic Preservation Commission

5. Confirmation of Mayoral Appointments

Aldersperson Daniel Peterson to the Public Works Committee

6. Public Forum

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

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

9. R. O. No. 131-23-24 by City Clerk submitting a communication from the State of Wisconsin Tax Appeals Commission regarding the filing of Petition for Review of Determination by State Board of Assessors for

Manufacturing Property in the matter of Georgia-Pacific Corrugated, LLC v. Wisconsin Department of Revenue.

- 10.** R. C. No. 233-23-24 by Finance and Personnel Committee to whom was referred R. O. No. 102-23-24 by City Clerk submitting a claim from Rogahn Jones regarding excessive assessment on Parcel No. 59281215133 (SCF RC Funding IV LLC); recommends filing the document.
- 11.** R. C. No. 235-23-24 by Finance and Personnel Committee to whom was referred R. O. No. 47-23-24 by City Clerk submitting a claim from Society Insurance for alleged damages to Limelight Pub; recommends filing the claim.
- 12.** R. C. No. 234-23-24 by Finance and Personnel Committee to whom was referred R. O. No. 101-23-24 by City Clerk submitting a claim from Stephanie Buskill for alleged damages to vehicle caused by a garbage truck; recommends filing the claim.
- 13.** R. C. No. 237-23-24 by Finance and Personnel Committee to whom was referred R. O. No. 88-23-24 by City Clerk submitting a Notice of Injury and Claim from Dempsey Law Firm, LLP regarding Town of Wilson Sanitary District #1; recommends filing the notice of claim
- 14.** R. C. No. 236-23-24 by Finance and Personnel Committee to whom was referred R. O. No. 87-23-24 by City Clerk submitting a claim from Elissa Nyara for alleged damages to vehicle due to sewer cap left open; recommends filing the claim
- 15.** R. C. No. 238-23-24 by Finance and Personnel Committee to whom was referred R. O. No. 84-23-24 by City Clerk submitting a claim from Charter Spectrum, for alleged damages to an aerial coax caused by a backhoe; recommends filing the claim.
- 16.** R. C. No. 240-23-24 by Finance and Personnel Committee to whom was referred R. O. No. 93-23-24 by City Clerk submitting a claim from Charter/Spectrum for alleged damages to their aerial facilities due to a City backhoe excavating the road; recommends filing the claim.
- 17.** R. C. No. 239-23-24 by Finance and Personnel Committee to whom was referred R. O. No. 92-23-24 by City Clerk submitting a claim from Eric Bubb for alleged damages to his home from sewage water; recommends filing the claim.
- 18.** R. C. No. 244-23-24 by Public Works Committee to whom was referred Res. No. 194-23-24 by Alderpersons Dekker and Rust authorizing the appropriate City officials to enter into a contract with Foth Infrastructure and Environment, LLC for the Sheboygan Southside Sewer System Phases 1 and 2 Design; recommends adopting the Resolution.
- 19.** R. C. No. 243-23-24 by Public Works Committee to whom was referred Res. No. 193-23-24 by Alderpersons Dekker and Rust authorizing the appropriate City Officials to enter into a contract with Foth Infrastructure and Environment, LLC for the Gartman Farm Subdivision Design; recommends adopting the Resolution.
- 20.** R. C. No. 241-23-24 by Public Works Committee to whom was referred Res. No. 187-23-24 by Alderpersons Dekker and Rust authorizing the appropriate City officials to enter into a contract with LaLonde Contractors, Inc. for the construction of the 2024 Complete Streets - Union Avenue and Broadway Improvements; recommends adopting the Resolution.
- 21.** R. C. No. 242-23-24 by Public Works Committee to whom was referred Res. No. 188-23-24 by Alderpersons Dekker and Rust authorizing the appropriate City officials to enter into a contract with

Buteyn-Peterson Construction Company, Inc. for the construction of the 2024 Complete Streets - Lincoln Avenue Improvements (North 6th Street to Barrett Street); recommends adopting the Resolution.

- [22.](#) R. C. No. 245-23-24 by Public Works Committee to whom was referred Direct Referral Res. No. 192-23-24 by Alderpersons Dekker and Rust authorizing the appropriate City officials to execute an Overhead Electric Easement for Alliant Energy at Evergreen Park (Parcel No. 59281628964); recommends adopting the Resolution.
- [23.](#) R. C. No. 246-23-24 by Public Works Committee to whom was referred Res. No. 196-23-24 by Alderpersons Dekker and Rust authorizing the appropriate City officials to apply for the Targeted Runoff Management & Notice of Discharge Grant and Urban Nonpoint Source and Stormwater Grant with the Wisconsin Department of Natural Resources for the purpose of implementing measures to control agricultural or urban storm water runoff pollution sources (as described in the application and pursuant to ss.281.65 or 281.66, Wis. Stats., and chs. NR 151, 1153 and 154); recommends adopting the Resolution.
- [24.](#) R. C. No. 247-23-24 by Licensing, Hearings, and Public Safety Committee to whom was referred Res. No. 190-23-24 by Alderpersons Rust and Felde authorizing the appropriate City officials to enter into an Agreement with Waukesha County Technical College for clinical experience with the Sheboygan Fire Department; recommends adopting the Resolution.
- [25.](#) R. C. No. 249-23-24 by Licensing, Hearings, and Public Safety Committee to whom was referred R. O. No. 123-23-24 by Fire Chief Eric Montellano pursuant to section 24-400 of the Municipal Code, I herewith submit my annual report for the Fire Department, for the year 2023; recommends filing the report.
- [26.](#) R. C. No. 250-23-24 by Licensing, Hearings, and Public Safety Committee to whom was referred R. O. No. 125-23-24 by City Clerk submitting a license application (Brennan's); recommends granting the application.

REPORT OF OFFICERS

- [27.](#) R. O. No. 129-23-24 by City Attorney submitting, for information, a copy of the Court of Appeals Decision dated March 20, 2024 in the matter of *Wisconsin Department of Revenue and City of Plymouth v. Master's Gallery Foods, Inc.*, Appeal No. 2022AP1909. ACCEPT AND FILE
- [28.](#) R. O. No. 128-23-24 by Police Chief Christopher Domagalski pursuant to section 30-50 of the Municipal Code, submitting the annual report for the Police Department for the year 2023. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE
- [29.](#) R. O. No. 130-23-24 by City Clerk submitting a communication from the Sheboygan Event Company asking for the waiving of park and equipment rental fees for the Coho Derby. REFER TO PUBLIC WORKS COMMITTEE
- [30.](#) R. O. No. 132-23-24 by City Clerk submitting various license applications. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE

RESOLUTIONS

- [31.](#) Res. No. 201-23-24 by Alderpersons Dekker and Rust authorizing executing a one-year lease with David L. Gartman, LLC for agricultural property in the City of Sheboygan. SUSPEND THE RULES AND ADOPT THE RESOLUTION

- 32.** Res. No. 199-23-24 by Alderpersons Dekker and Rust authorizing a professional services agreement between the City of Sheboygan and Kapur & Associates, Inc. for services related to the Tax Incremental District 21 (TID 21) Commerce Street reconstruction project and an amendment in the 2024 TID 21 budget to cover the associated cost. REFER TO PUBLIC WORKS COMMITTEE
- 33.** Res. No. 198-23-24 by Alderpersons Mitchell and Filicky-Peneski authorizing the continuation of the self-insured worker's compensation program. REFER TO FINANCE AND PERSONNEL COMMITTEE
- 34.** Res. No. 200-23-24 by Alderpersons Rust and Felde approving the 2024 Action Plan and funding allocation in connection with the Community Development Block Grant (CDBG) programs. REFER TO FINANCE AND PERSONNEL COMMITTEE

REPORT OF COMMITTEES

- 35.** R. C. No. 248-23-24 by Licensing, Hearings, and Public Safety Committee to whom was referred Res. No. 195-23-24 by Alderpersons Rust and Felde authorizing the appropriate City officials to enter into an Agreement for Urban Search and Rescue Emergency Response Services for the period July 1, 2024 through June 30, 2026; recommends adopting the Resolution.
- 36.** R. C. No. 231-23-24 by Finance and Personnel Committee to whom was referred Res. No. 182-23-24 by Alderpersons Mitchell and Filicky-Peneski authorizing the appropriate City officials to enter into a contract with Mike Koenig Construction Co., Inc. for the Phase II remodeling and improvements for the Uptown Social building in an effort to further enhance the lives of Uptown Social members; recommends adopting the Resolution.
- 37.** R. C. No. 232-23-24 by Finance and Personnel Committee to whom was referred R. O. No. 124-23-24 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 February 2024 is being provided; recommends filing the document.

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*

File Attachments for Item:

3. Approval of Minutes *Fourth Special and Twenty-Fourth Regular Council Meeting held on March 25, 2024 and March 18, 2024 respectively*

CITY OF SHEBOYGAN

TWENTY-FOURTH REGULAR COMMON COUNCIL MEETING MINUTES

Monday, March 18, 2024

OPENING OF MEETING

*Meeting started at 6:08 p.m. due to lack of quorum.

1. Roll Call

Alderspersons present: Dekker, Felde (remote), Filicky-Peneski, Heidemann, Mitchell, Perrella, Rust – 7.

Aldersperson excused: Ramey – 1.

Aldersperson unexcused: Ackley – 1.

2. Pledge of Allegiance

3. Approval of Minutes

Twenty-Third Regular Council Meeting held on March 4, 2024

MOTION TO APPROVE THE MINUTES

Motion made by Dekker, Seconded by Rust.

Voting Yea: Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Rust – 7.

4. Public Forum

Limit of five people having five minutes each with comments limited to items on this agenda. Mike Brunette and Bryan Kelly spoke.

5. Election

Aldersperson District 3

Motion that all candidates who provided applications to the City Clerk are hereby nominated, with voting to be done by open ballot via the instant runoff method where each voter will rank the candidates in order of preference. If no candidate receives a majority of first-choice votes, the candidate with the fewest votes will be eliminated and those votes transferred to their second choices. Ties will be broken by looking back to who received the most votes in the previous rounds. This process is repeated until a candidate has a majority. A candidate cannot be elected unless he or she is ranked on a majority of ballots.

Motion made by Dekker, Seconded by Rust.

Candidates were provided time to speak. Candidates included: Michael Close, Kurt Jensen, Donald Martens, Jamie McDonald, Daniel Peterson, and Andy Ross.

City Clerk opened balloting and Daniel Peterson was announced the newly Elected Aldersperson for District 3.

6. Resignations – None.**7. Swear in**

Newly elected Alderperson District 3. Daniel Peterson was sworn in by City Clerk DeBruin.

8. Mayor's Announcements

Upcoming Community Events, Proclamations, Employee Recognitions

HEARINGS

9. Hearing No. 10-23-24 approving a proposed PUD-GDP General Development Plan (GDP) designation by Van Horn Properties of Sheboygan LLC to construct a new Van Horn Kia facility on parcels 59281215827 and 59281215833.

MOTION TO CLOSE THE HEARING.

Motion made by Dekker, Seconded by Rust.

Voting Yea: Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Peterson, Rust – 8.

10. Hearing No. 11-23-24 pursuant to letters sent and a notice published by the City Clerk, this is a hearing to change the Land Use Classification for property located around 1828 Oakland Avenue including Parcel Nos. 59281425440, 59281425550, and 59281425510 from Class Urban Industrial (UI) to Class Urban Industrial (UI) with PUD overlay Classification.

MOTION TO CLOSE THE HEARING.

Motion made by Dekker, Seconded by Rust.

Voting Yea: Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Peterson, Rust – 8.

11. Hearing No. 12-23-24 pursuant to a notice published and personal notices sent by the Finance Director, the hearing scheduled for this evening is for confirming the exercise of police power in making an assessment for those benefited properties against which assessments are proposed for Parking Assessment District No. 1.

MOTION TO CLOSE THE HEARING.

Motion made by Dekker, Seconded by Rust.

Voting Yea: Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Peterson, Rust – 8.

12. Hearing No. 13-23-24 pursuant to a notice published and personal notices sent by the Finance Director, the hearing scheduled for this evening is for confirming the exercise of police power in making an assessment for those benefited properties against which assessments are proposed for Parking Assessment District No. 2.

MOTION TO CLOSE THE HEARING.

Motion made by Dekker, Seconded by Rust.

Voting Yea: Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Peterson, Rust – 8.

13. Hearing No. 14-23-24 pursuant to a notice published and personal notices sent by the Finance Director, the hearing scheduled for this evening is for confirming the exercise of police power in

making an assessment for those benefited properties against which assessments are proposed for Parking Assessment District No. 4.

MOTION TO CLOSE THE HEARING.

Motion made by Dekker, Seconded by Rust.

Voting Yea: Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Peterson, Rust – 8.

- 14. Hearing No. 15-23-24 pursuant to a notice published and personal notices sent by the Finance Director, the hearing scheduled for this evening is for confirming the exercise of police power in making an assessment for those benefited properties against which assessments are proposed for Parking Assessment District No. 5.

MOTION TO CLOSE THE HEARING.

Motion made by Dekker, Seconded by Rust.

Voting Yea: Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Peterson, Rust – 8.

CONSENT

15. 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 Rust.

Voting Yea: Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Peterson, Rust – 8.

- 16. R. C. No. 219-23-24 by Finance and Personnel Committee to whom was referred R. O. No. 116-23-24 by IT Director Eric Bushman submitting a memo requesting replacing the City of Sheboygan’s current on-premises Exchange server and Microsoft Office products with Microsoft Office 365; recommends filing the document.

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

Motion made by Dekker, Seconded by Rust.

Voting Yea: Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Peterson, Rust – 8.

- 17. R. C. No. 222-23-24 by Finance and Personnel Committee to whom was referred Res. No. 173-23-24 by Alderpersons Mitchell and Filicky-Peneski confirming the exercise of police power in making an assessment for the benefited properties against which assessments are proposed for Parking Assessment District No. 1; recommends adopting the Resolution.

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

Motion made by Dekker, Seconded by Rust.

Voting Yea: Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Peterson, Rust – 8.

- 18. R. C. No. 223-23-24 by Finance and Personnel Committee to whom was referred Res. No. 174-23-24 by Alderpersons Mitchell and Filicky-Peneski confirming the exercise of police power in making an assessment for the benefited properties against which assessments are proposed for Parking Assessment District No. 2; recommends adopting the Resolution.

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

Motion made by Dekker, Seconded by Rust.

Voting Yea: Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Peterson,
Rust – 8.

19. R. C. No. 224-23-24 by Finance and Personnel Committee to whom was referred Res. No. 175-23-24 by Alderpersons Mitchell and Filicky-Peneski confirming the exercise of police power in making an assessment for the benefited properties against which assessments are proposed for Parking Assessment District No. 4; recommends adopting the Resolution.

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

Motion made by Dekker, Seconded by Rust.

Voting Yea: Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Peterson,
Rust – 8.

20. R. C. No. 225-23-24 by Finance and Personnel Committee to whom was referred Res. No. 176-23-24 by Alderpersons Mitchell and Filicky-Peneski confirming the exercise of police power in making an assessment for the benefited properties against which assessments are proposed for Parking Assessment District No. 5; recommends adopting the Resolution.

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

Motion made by Dekker, Seconded by Rust.

Voting Yea: Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Peterson,
Rust – 8.

21. R. C. No. 226-23-24 by Finance and Personnel Committee to whom was referred Res. No. 178-23-24 by Alderpersons Mitchell and Filicky-Peneski authorizing the appropriate City officials to execute a Ground Lease between Sheboygan WP, LLC and the City of Sheboygan regarding land in the Sheboygan Business Center; recommends adopting the Resolution.

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

Motion made by Dekker, Seconded by Rust.

Voting Yea: Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Peterson,
Rust – 8.

22. R. C. No. 228-23-24 by Licensing, Hearings, and Public Safety Committee to whom was referred R. O. No. 122-23-24 by City Clerk submitting a license application (Mojo and Brews LLC); recommends granting the license application.

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

Motion made by Dekker, Seconded by Rust.

Voting Yea: Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Peterson,
Rust – 8.

23. R. C. No. 227-23-24 by Licensing, Hearings, and Public Safety Committee to whom was referred Gen. Ord. No. 42-23-24 by Alderpersons Rust and Felde reestablishing the formerly repealed sidewalk cafe regulations and making various changes and updates to said regulations as recommended by the City Clerk and staff from the Department of Public Works; recommends adopting the Ordinance.

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

Motion made by Dekker, Seconded by Rust.

Voting Yea: Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Peterson, Rust – 8.

24. R. C. No. 229-23-24 by Licensing, Hearings, and Public Safety Committee to whom was referred Res. No. 172-23-24 by Alderpersons Salazar and Felde authorizing the Purchasing Agent to issue a purchase order for a 2024 Ford F-150 Four-Wheel Drive Pickup Truck for the Sheboygan Police Dept; recommends adopting the Resolution.

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

Motion made by Dekker, Seconded by Rust.

Voting Yea: Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Peterson, Rust – 8.

REPORT OF OFFICERS

25. R. O. No. 123-23-24 by Fire Chief Eric Montellano pursuant to section 24-400 of the Municipal Code, I herewith submit my annual report for the Fire Department, for the year 2023. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE
26. R. O. No. 126-23-24 by City Clerk submitting a claim from Albert J. Istvanek for alleged injuries to his dog at the Dog Run Park on 18th Street. REFER TO FINANCE AND PERSONNEL COMMITTEE
27. R. O. No. 124-23-24 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 February 2024 is being provided. REFER TO FINANCE AND PERSONNEL COMMITTEE
28. R. O. No. 125-23-24 submitting a license application (Brennans). REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY
29. R. O. No. 127-23-24 by City Clerk submitting a claim from Irma Reyes and Jorge Martinez for alleged injuries due to an accident. REFER TO FINANCE AND PERSONNEL COMMITTEE

RESOLUTIONS

30. Res. No. 180-23-24 by Alderpersons Mitchell and Filicky-Peneski authorizing the purchase of 1211 North 23rd Street (Parcel No. 59281206682) from Aurora Medical Group Inc. for future use by the City.

MOTION TO SUSPEND THE RULES AND ADOPT THE RESOLUTION

Motion made by Mitchell, Seconded by Dekker.

Voting Yea: Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Peterson, Rust – 8.

31. Res. No. 181-23-24 by Alderpersons Mitchell and Filicky-Peneski authorizing the appropriate City officials to execute a contract between the City of Sheboygan and Bay-Lake Regional Planning Commission to update the City of Sheboygan's Comprehensive Plan.

MOTION TO SUSPEND THE RULES AND ADOPT THE RESOLUTION

Motion made by Dekker, Seconded by Rust.

Voting Yea: Dekker, Felde, Filicky-Peneski, Heidemann, Perrella, Peterson, Rust – 7.

Voting Nay: Mitchell – 1.

32. Res. No. 189-23-24 by Alderpersons Ramey and Mitchell accepting the dedication of certain lands and rights conveyed by a Certified Survey Map prepared for Van Horn Properties of Sheboygan, LLC for public use.

MOTION TO ADOPT THE RESOLUTION

Motion made by Dekker, Seconded by Filicky-Peneski.

Voting Yea: Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Peterson, Rust – 8.

33. Res. No. 191-23-24 by Alderpersons Mitchell and Ramey approving the General Development Plan submitted by Van Horn Properties of Sheboygan, LLC for construction of a new Van Horn Kia facility on parcel nos. 59281215827 and 59281215833 within a Planned Unit Development (PUD) zone.

MOTION TO ADOPT THE RESOLUTION

Motion made by Dekker, Seconded by Filicky-Peneski.

Voting Yea: Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Peterson, Rust – 8.

34. Res. No. 185-23-24 by Alderperson Dekker creating Tax Incremental District No. 21, approving its project plan and establishing its boundaries City of Sheboygan, Wisconsin. LAYS OVER
35. Res. No. 186-23-24 by Alderperson Dekker creating Tax Incremental District No. 22, approving its project plan and establishing its boundaries City of Sheboygan, Wisconsin. LAYS OVER
36. Res. No. 184-23-24 by Alderperson Dekker creating Tax Incremental District No. 23, approving its project plan and establishing its boundaries City of Sheboygan, Wisconsin. LAYS OVER
37. Res. No. 183-23-24 by Alderperson Dekker creating Tax Incremental District No. 24, approving its project plan and establishing its boundaries City of Sheboygan, Wisconsin. LAYS OVER
38. Res. No. 182-23-24 by Alderpersons Mitchell and Filicky-Peneski authorizing the appropriate City officials to enter into a contract with Mike Koenig Construction Co., Inc. for the Phase II remodeling and improvements for the Uptown Social building in an effort to further enhance the lives of Uptown Social members. REFER TO FINANCE AND PERSONNEL COMMITTEE
39. Res. No. 190-23-24 by Alderpersons Rust and Felde authorizing the appropriate City officials to enter into an Agreement with Waukesha County Technical College for clinical experience with the Sheboygan Fire Department. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE
40. Res. No. 188-23-24 by Alderpersons Dekker and Rust authorizing the appropriate City officials to enter into a contract with Buteyn-Peterson Construction Company, Inc. for the construction of the 2024 Complete Streets - Lincoln Avenue Improvements (North 6th Street to Barrett Street). REFER TO PUBLIC WORKS COMMITTEE

- 41. Res. No. 187-23-24 by Alderpersons Dekker and Rust authorizing the appropriate City official to enter into a contract with LaLonde Contractors, Inc. for the construction of the 2024 Complete Streets - Union Avenue and Broadway Improvements. REFER TO PUBLIC WORKS COMMITTEE
- 42. Res. No. 196-23-24 by Alderpersons Dekker and Rust authorizing the appropriate City officials to apply for the Targeted Runoff Management & Notice of Discharge Grant and Urban Nonpoint Source and Stormwater Grant with the Wisconsin Department of Natural Resources for the purpose of implementing measures to control agricultural or urban storm water runoff pollution sources (as described in the application and pursuant to ss.281.65 or 281.66, Wis. Stats., and chs. NR 151, 1153 and 154). REFER TO PUBLIC WORKS COMMITTEE
- 43. Res. No. 195-23-24 by Alderpersons Rust and Felde authorizing the appropriate City officials to enter into an Agreement for Urban Search and Rescue Emergency Response Services for the period July 1, 2024 through June 30, 2026. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE
- 44. Res. No. 194-23-24 by Alderpersons Dekker and Rust authorizing the appropriate City officials to enter into a contract with Foth Infrastructure and Environment, LLC for the Sheboygan Southside Sewer System Phases 1 and 2 Design. REFER TO PUBLIC WORKS COMMITTEE
- 45. Res. No. 193-23-24 by Alderpersons Dekker and Rust authorizing the appropriate City Officials to enter into a contract with Foth Infrastructure and Environment, LLC for the Gartman Farm Subdivision Design. REFER TO PUBLIC WORKS COMMITTEE
- 46. Res. No. 192-23-24 by Alderpersons Dekker and Rust approving the General Development Plan submitted by Van Horn Properties of Sheboygan, LLC for construction of a new Van Horn Kia facility on parcel nos. 59281215827 and 59281215833 within a Planned Unit Development (PUD) zone. REFER TO PUBLIC WORKS COMMITTEE

REPORT OF COMMITTEES

- 47. R.C. No. 220-23-24 by Finance and Personnel Committee to whom was referred Res. No. 170-23-24 by Alderpersons Mitchell and Filicky-Peneski extending the life of Tax Incremental Financing District No. 001E (TID 1E) for one year to fund affordable housing programs and projects within the City of Sheboygan, Wisconsin; recommends adopting the Resolution.

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

Motion made by Mitchell, Seconded by Rust.

Voting Yea: Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Peterson, Rust – 8.

- 48. R. C. No. 221-23-24 by Finance and Personnel Committee to whom was referred Res. No. 171-23-24 by Alderpersons Mitchell and Filicky-Peneski authorizing the Finance Director to complete a 2024 budget amendment to cover the costs of transitioning the City’s current Microsoft Office products to Microsoft Office 365; recommends adopting the Resolution.

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

Motion made by Mitchell, Seconded by Filicky-Peneski.

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

Rust – 8.

- 49. R. C. No. 230-23-24 by Public Works Committee to whom was referred Direct Referral Res. No. 179-23-24 by Alderpersons Dekker and Rust authorizing the appropriate City officials to enter into a contract with Buteyn-Peterson Construction Company, Inc. for the construction of the South 11th St. and Swift Ave. Street Improvements recommends adopting the Resolution.

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

Motion made by Dekker, Seconded by Rust.

Voting Yea: Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Peterson,
Rust – 8.

GENERAL ORDINANCES – None.

MATTERS LAID OVER

- 50. R. O. No. 121-23-24 by City Plan Commission to whom was referred Gen. Ord. No. 41-23-24 by Alderperson Mitchell and R. O. No. 108-23-24 by City Clerk submitting an application for amendment of the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance for property located around 1828 Oakland Avenue including Parcel Nos. 59281425440, 59281425550, and 59281425510 from Class Urban Industrial (UI) to Class Urban Industrial (UI) with PUD Overlay Classification; recommends filing the R.O. and adopting the Ordinance.

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

Motion made by Mitchell, Seconded by Dekker.

Voting Yea: Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Peterson,
Rust – 8.

OTHER MATTERS AUTHORIZED BY LAW – None

ADJOURN MEETING

- 51. Motion to Adjourn

MOTION TO ADJOURN AT 7:16 PM

Motion made by Dekker, Seconded by Rust.

Voting Yea: Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Peterson,
Rust – 8.

CITY OF SHEBOYGAN

FOURTH SPECIAL COMMON COUNCIL MEETING MINUTES

Monday, March 25, 2024

OPENING OF MEETING

1. Roll Call

Alderspersons present: Ackley, Dekker, Felde (remote for closed session only), Filicky-Peneski, Heidemann, Mitchell, Perrella, Ramey, Rust (remote at 5:35 p.m.), Peterson – 10.

2. Pledge of Allegiance

3. Mayoral Appointments

Aldersperson Daniel Peterson to the Public Works Committee. Lays over.

4. Public Forum

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

RESOLUTIONS

5. Res. No. 185-23-24 by Aldersperson Dekker creating Tax Incremental District No. 21, approving its project plan and establishing its boundaries City of Sheboygan, Wisconsin.

MOTION TO ADOPT THE RESOLUTION

Motion made by Dekker, Seconded by Perrella.

Voting Yea: Ackley, Dekker, Filicky-Peneski, Heidemann, Mitchell, Perrella, Ramey, Rust, Peterson – 9.

6. Res. No. 186-23-24 by Aldersperson Dekker creating Tax Incremental District No. 22, approving its project plan and establishing its boundaries City of Sheboygan, Wisconsin.

MOTION TO ADOPT THE RESOLUTION

Motion made by Dekker, Seconded by Filicky-Peneski.

Voting Yea: Ackley, Dekker, Filicky-Peneski, Heidemann, Mitchell, Perrella, Ramey, Rust, Peterson – 9.

7. Res. No. 184-23-24 by Aldersperson Dekker creating Tax Incremental District No. 23, approving its project plan and establishing its boundaries City of Sheboygan, Wisconsin.

MOTION TO ADOPT THE RESOLUTION

Motion made by Dekker, Seconded by Perrella.

Voting Yea: Ackley, Dekker, Filicky-Peneski, Heidemann, Mitchell, Perrella, Ramey, Rust, Peterson – 9.

8. Res. No. 183-23-24 by Aldersperson Dekker creating Tax Incremental District No. 24, approving its project plan and establishing its boundaries City of Sheboygan, Wisconsin.

MOTION TO ADOPT THE RESOLUTION

Motion made by Dekker, Seconded by Mitchell.

Voting Yea: Ackley, Dekker, Filicky-Peneski, Heidemann, Mitchell, Perrella, Ramey, Rust, Peterson
– 9.

9. Res. No. 197-23-24 by Alderpersons Dekker and Perrella authorizing the appropriate City officials to file an application with the Wisconsin Economic Development Corporation (WEDC) for an Idle Sites Redevelopment Program Grant and execute documents necessary to accept grant funds, and designating local matching funds as required by the program.

MOTION TO SUSPEND THE RULES AND ADOPT THE RESOLUTION

Motion made by Dekker, Seconded by Perrella.

Voting Yea: Ackley, Dekker, Filicky-Peneski, Heidemann, Mitchell, Perrella, Ramey, Rust, Peterson
– 9.

CLOSED SESSION

10. Motion to convene in closed session under the exemption provided in Sec. 19.85(1)(e) Wis. Stats. for the purpose of investing public funds, purchasing public properties, or conducting other specified public business, to-wit: negotiating with one or more property owners within the downtown area regarding the purchase of 636 Wisconsin Avenue and investment of public funds for commercial development.

Motion made by Dekker, Seconded by Perrella.

Voting Yea: Ackley, Dekker, Filicky-Peneski, Heidemann, Mitchell, Perrella, Ramey, Rust, Peterson
– 9.

ADJOURN MEETING

11. Motion to Adjourn

MOTION TO ADJOURN AT 5:53 PM

Motion made by Dekker, Seconded by Perrella.

Voting Yea: Ackley, Dekker, Filicky-Peneski, Heidemann, Mitchell, Perrella, Ramey, Rust, Peterson
– 9.

File Attachments for Item:

4. Resignation *Matt Wierzbach from Sheboygan Historic Preservation Commission*

April 3, 2024

Resignation

Matt Wierzbach from the Sheboygan Historic Preservation Commission effective immediately.

File Attachments for Item:

5. Confirmation of Mayoral Appointments *Aldersperson Daniel Peterson to the Public Works Committee*



March 21st 2024

TO THE HONORABLE MEMBERS OF THE COMMON COUNCIL:

I hereby submit the following appointments for your confirmation:

- Alder Daniel Peterson to be considered for appointment to the Public Works Committee.

Ryan Sorenson
Mayor
City of Sheboygan

Office of the Mayor

CITY HALL
828 CENTER AVE.
SHEBOYGAN, WI 53081

920-459-3317
www.sheboyganwi.gov

File Attachments for Item:

9. R. O. No. 131-23-24 by City Clerk submitting a communication from the State of Wisconsin Tax Appeals Commission regarding the filing of Petition for Review of Determination by State Board of Assessors for Manufacturing Property in the matter of Georgia-Pacific Corrugated, LLC v. Wisconsin Department of Revenue.

**CITY OF SHEBOYGAN
R. O. 131-23-24**

BY CITY CLERK.

APRIL 3, 2024.

Submitting a communication from the State of Wisconsin Tax Appeals Commission regarding the filing of Petition for Review of Determination by State Board of Assessors for Manufacturing Property in the matter of Georgia-Pacific Corrugated, LLC v. Wisconsin Department of Revenue.

STATE OF WISCONSIN
TAX APPEALS COMMISSION

GEORIGA PACIFIC CORRUGATED, LLC.,

DOCKET NO. 24-MP-084

Petitioner,

v.

WISCONSIN DEPARTMENT OF REVENUE,

ACKNOWLEDGMENT
OF RECEIPT

Respondent.

RECEIPT IS ACKNOWLEDGED in relating to the above-captioned matter as follows:

Item Received: Petition

Date Received: March 21, 2024

By: Certified Mail

Filing Fee Received: \$25

The docket number shown above is assigned to this matter and should be placed on all subsequent correspondence.

Copies of your petition are being sent to the Office of General Counsel of the Wisconsin Department of Revenue and the clerk of the municipality listed on the Notice of Determination, if the Determination is present.

Dated at Madison, Wisconsin, this day 22nd of March, 2024.

WISCONSIN TAX APPEALS COMMISSION

Nicole M. Allee

Nicole M. Allee, Legal Assistant
101 E. Wilson St, Flr 5
Madison, WI 53703
608-266-1391

Please note that the files of the Tax Appeals Commission may be subject to open records request. Parties should keep this in mind when submitting documentation to the Commission and should avoid the inclusion of non-essential personal information, such as social security numbers and tax returns.

For guidance in these proceedings, please visit www.wisbar.org/taxappeals or see Ch. 73.01 of the Wisconsin Statutes and Wisconsin Administrative Code Chapter TA 1 - Practice and Procedures before the Tax Appeals Commission.

cc: Attorney Kristina E. Somers
Meredith Debruin, Clerk, City of Sheboygan
Wisconsin Dept. of Revenue w/enc.

GEORGIA-PACIFIC CORRUGATED, LLC

P.O. Box 105681
Atlanta, GA 30348-5681

Petitioner,

vs.

WISCONSIN DEPARTMENT OF REVENUE
PO BOX 8907
MADISON, WISCONSIN 53708
Respondent.

PETITION FOR REVIEW OF
DETERMINATION BY STATE BOARD OF
ASSESSORS FOR MANUFACTURING
PROPERTY
(Personal Property Assessment)
~~(Real Property Assessment)~~
~~(Manufacturing Penalty Assessment)~~

FILED

MAR 21 2024

Wisconsin Tax Appeals Commission
Nicole Allee - Legal Assistant

24-mp-084

TO: THE WISCONSIN TAX APPEALS COMMISSION:

The above named petitioner hereby petitions the Wisconsin Tax Appeals Commission for review of the determination of the State Board of Assessors dated: January 25, 2024

1. Full name, address & telephone number of petitioner: GEORGIA-PACIFIC CORRUGATED, LLC Attn: Sasha Oberbeck - Property Tax, P.O. Box 105681 Atlanta, GA 30348-5681	2. Computer nos. shown on Assessment notice: 81-59-281-P000013314
3. Address of personal property: 1927 Erie Avenue	4. Assessment date: January 1, 2023

5. Value as determined by the State Board of Assessors: (Personal Property Assessment Only)

Manufacturer's stock \$0	Furniture & fixtures \$61,400
Boats & watercraft \$0	All others \$100
Machinery & equipment \$372,800	Total value \$434,300

6. Value as determined by the State Board of Assessors: (Real Property Assessment Only)

Land	
Improvement	
Total	

7. Penalty amount: (Manufacturing Penalty Assessment Only)

Date Wisconsin Standard Manufacturing Property Report Form was filed:

COPY

8. On a separate sheet, please provide a statement of the nature of the petitioner's objection and the facts upon which petitioner relies. The assessment includes exempt property and greatly inflates the value of the personal property in the owner's possession.

9. Petitioner's opinion of the value as of the assessment date: (Real Property Assessment Only)

Land	
Improvements	
Total	

10. Petitioner's opinion of the value as of the assessment date: (Personal Property Assessment Only)

Manufacturer's stock \$0	Furniture & fixtures \$58,900
Boats & watercraft \$0	All others \$100
Machinery & equipment \$111,005	Total value \$170,005

11. Was subject property appraised within the past 5 years? Yes No

If Yes

A. Date of appraisal:

B. Appraised value:

C. Name and address of appraiser:

D. Will testimony concerning this appraisal be presented at the hearing?


Yes No

E. If so, will a copy of the appraisal be offered? Yes No

F. Will comparable sales be offered as evidence at the hearing?

Yes No

If yes, attach a schedule listing the seller's name, the purchaser's name, address of the property, date of sale, purchase price, and any special circumstances surrounding the sale.

12. Name, address and telephone number of the petitioner's representative, if any: Don M. Millis, Sara S. Rapkin, Shawn E. Lovell and Olivia J. Brooks Reinhart Boerner Van Deuren s.c. 22 E. Mifflin Street, Suite 700, Madison, WI 53703	Signature of owner/representative: 
---	---

This form (original and 5 copies) must be filed with the Tax Appeals Commission within 60 days from the date of the determination of the State Board of Assessors. A \$25.00 filing fee payable to the Tax Appeals Commission must be filed with this form. The Tax Appeals Commission Address is:

Dated: March 21, 2024

WISCONSIN TAX APPEALS COMMISSION
101 E WILSON ST, 5TH FLOOR
MADISON, WI 53703

File Attachments for Item:

10. R. C. No. 233-23-24 by Finance and Personnel Committee to whom was referred R. O. No. 102-23-24 by City Clerk submitting a claim from Rogahn Jones regarding excessive assessment on Parcel No. 59281215133 (SCF RC Funding IV LLC); recommends filing the document.

**CITY OF SHEBOYGAN
R. C. 233-23-24**

BY FINANCE AND PERSONNEL COMMITTEE.

APRIL 3, 2024.

Your Committee to whom was referred R. O. No. 102-23-24 by City Clerk submitting a claim from Rogahn Jones regarding excessive assessment on Parcel No. 59281215133 (SCF RC Funding IV LLC); recommends filing the claim; recommends filing the document.

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. 102-23-24**

BY CITY CLERK.

FEBRUARY 5, 2024.

Submitting a claim from Rogahn Jones regarding excessive assessment on Parcel No. 59281215133 (SCF RC Funding IV LLC).

9:48 am

PROCESS SERVER
TIME 9:48 AM DATE 1/31/24
 PERSONAL SUBSTITUTE
 POSTED CORPORATE

January 30, 2023

CLAIM FOR EXCESSIVE ASSESSMENT

SERVED BY PROCESS SERVER

Ms. Meredith DeBruin, Clerk
City of Sheboygan
828 Center Ave, Suite 103
Sheboygan, WI 53081

RE: Tax Parcel No. 59281215133

Dear Clerk:

Now comes Claimant, SCF RC Funding IV LLC, owner of parcel 59281215133 (referred to as the "Property") in the City of Sheboygan, Wisconsin, by Claimant's attorneys and agents, Rogahn Jones LLC (Agent Authorization filed concurrently herewith), and files this Claim for Excessive Assessment against the City of Sheboygan (the "City"), pursuant to Wis. Stat. Section 74.37. Should this claim be disallowed, you are hereby directed to serve any such notice of disallowance on the undersigned agent of the Claimant.

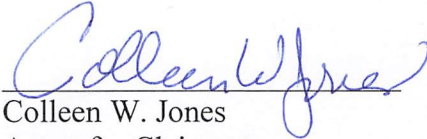
1. This Claim is brought under Wis. Stat. Section 74.37(2)(a), for a refund of excessive real estate taxes imposed on Claimant by the City for the year 2023, plus statutory interest, with respect to the Property.
2. Claimant is the owner of the Property, is responsible for the payment of property taxes and the prosecution of property tax disputes involving the Property and is authorized to bring this claim in its own name.
3. The City is a body corporate and politic, duly organized as a municipal corporation under Wisconsin law, with its principal office located at 828 Center Ave, in the City.
4. The Property is located at 595 S Taylor Dr (primary) and 613 S Taylor Dr within the City.

5. The Property's Tax Parcel No. is 59281215133 as identified in the City's records.
6. The Wisconsin Department of Revenue determined that the aggregate ratio of assessed property value in the City to its fair market value was 0.9729 as of January 1, 2023.
7. For 2023, property tax was imposed on property in the City at the rate of \$16.1285 per \$1,000.00 of the assessed value for property.
8. For 2023, the City's assessor set the assessment of the Property at \$11,215,200.
9. Claimant appealed the 2023 assessment of the Property by filing a timely objection with the City's Board of Review pursuant to Wis. Stat. Section 70.47 and otherwise complying with all of the requirements of Wis. Stat. Section 70.47, except Wis. Stat. Section 70.47(13).
10. Claimant timely appealed to the Board of Review and timely requested a hearing with the Board of Review.
11. The City imposed tax on the Property in the amount of \$180,884.64.
12. Claimant timely paid the property taxes imposed by the City on the Property for 2023, or the required installment thereof.
13. The fair market value of the Property as of January 1, 2023, was no higher than \$8,348,226.95.
14. Based on the aggregate ratio of 0.9729, the correct assessment of the Property for 2023 is no higher than \$8,121,990.
15. Based on the tax rate of \$16.1285 per \$1,000.00 of assessed value, the correct amount of property tax on the Property for 2023 should be no higher than \$130,995.51.
16. The 2023 assessment of the Property, as set by the City's Board of Review was excessive and, upon information and belief, violated Article VIII, Section 1 (known as the "Uniformity Clause") of the Wisconsin Constitution. As a result, the property tax imposed on the Property for 2023 was excessive in at least the amount of \$49,889.13.
17. Claimant is entitled to a refund of 2023 tax in the amount of \$49,889.13, or such greater amount as may be determined to be due to Claimant, plus statutory interest.

18. The amount of this claim is \$49,889.13, plus interest thereon.

Dated at Waukesha, Wisconsin, this 29th day of January 2024.

Very truly yours,



Colleen W. Jones

Agent for Claimant,

SCF RC Funding IV LLC,

owner of parcel 59281215133

Main Office: (262) 347-4444

Direct Dial: (262) 347-4550

cjones@rogahnjones.com

Agent Authorization for Property Assessment Appeals

If an agent is representing the property owner or municipality, the property owner or municipality must provide prior written authorization for the agent to represent the company or municipality when contacting the reviewing authority.

Section 1: Property Owner and Property Information

Company/property owner name SCF RC Funding IV LLC			Taxation district (Check one) <input type="checkbox"/> Town <input type="checkbox"/> Village <input checked="" type="checkbox"/> City		County Sheboygan
Mailing address 902 Carnegie Ctr Ste 520			Street address of property 595 S Taylor Dr		
City Princeton	State NJ	Zip 08540-6531	City Sheboygan	State WI	Zip 53081
Parcel number 59281215133	Phone (609) 415 - 3504	Email cjones@rogahnjones.com		Fax () -	

Section 2: Authorized Agent Information

Name / title Colleen Jones and Terry Booth, Attorneys			Company name Rogahn Jones, LLC		
Mailing address N16W23233 Stone Ridge Dr, Suite 270			Phone (262) 347 - 4550	Fax () -	
City Waukesha	State WI	Zip 53133	Email cjones@rogahnjones.com		

Section 3: Agent Authorization


Agent Authorized for: (check all that apply) <input type="checkbox"/> Manufacturing property assessment appeals (BOA) <input type="checkbox"/> Access to manufacturing assessment system (MAS) <input type="checkbox"/> Wisconsin Department of Revenue 70.85 appeals <input type="checkbox"/> Municipal Board of Review <input checked="" type="checkbox"/> Other <u>Circuit Court</u>	Enter Tax Years of Authorization _____ _____ _____ 2023
Authorization expires: <u>12 - 31 - 2025</u> (unless rescinded in writing prior to expiration) <small>(mm - dd - yyyy)</small>	
Send notices and other written communications to: (check one or both) <input checked="" type="checkbox"/> Authorized Agent <input type="checkbox"/> Property Owner	

Section 4: Agreement/Acceptance

I understand, agree and accept:

- The assessor's office may divulge any information it may have on file concerning this property
- My agent has the authority and my permission to accept a subpoena concerning this property on my behalf
- I will provide all information I have that will assist in the discussion and resolution of any assessment appeal of this property
- Signing this document does not relieve me of personal responsibility for timely reporting changes to my property and paying taxes, or penalties for failure to do so, as provided under Wisconsin tax law
- A photocopy and/or faxed copy of this completed form has the same authority as a signed original
- If signed by a corporate officer, partner, or fiduciary on behalf of the owner, I certify that I have the power to execute this Agent Authorization form

Section 5: Owner Grants Authorization

Owner Sign Here ▶	Owner name (please print) Peter M. Mavoides, President & CEO	
		
	Company or title SCF RC Funding IV LLC	Date (mm-dd-yyyy) 01 - 29 - 2024

File Attachments for Item:

11. R. C. No. 235-23-24 by Finance and Personnel Committee to whom was referred R. O. No. 47-23-24 by City Clerk submitting a claim from Society Insurance for alleged damages to Limelight Pub; recommends filing the claim.

**CITY OF SHEBOYGAN
R. C. 235-23-24**

BY FINANCE AND PERSONNEL COMMITTEE.

APRIL 3, 2024.

Your Committee to whom was referred R. O. No. 47-23-24 by City Clerk submitting a claim from Society Insurance for alleged damages to Limelight Pub; recommends filing the claim.

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. 47-23-24**

BY CITY CLERK.

OCTOBER 2, 2023.

Submitting a claim from Society Insurance for alleged damages to Limelight Pub.

DATE RECEIVED

9-26-23

RECEIVED BY

MKC

SEP 26 2023

Item 11.

CLAIM NO.

10-23

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

1. Notice of death, injury to persons or to property must be filed not later than 120 days after the occurrence.
2. Attach and sign additional supportive sheets, if necessary.
3. This notice form must be signed and filed with the Office of the City Clerk.

4. TWO ESTIMATES MUST BE ATTACHED IF YOU ARE CLAIMING DAMAGE TO A VEHICLE.

1. Name of Claimant: Society Insurance Claim # P4075898
2. Home address of Claimant: Society Insurance A/S/O Lime Light Pub
3. Home phone number: 920-933-5850
4. Business address and phone number of Claimant: 150 Camelot Dr. Fond du Lac WI
920-933-5850
5. When did damage or injury occur? (date, time of day) 6/23/23
6. Where did damage or injury occur? (give full description) _____
1702 S 17th St, Sheboygan WI 53081
7. How did damage or injury occur? (give full description) _____
City was cutting Trees. Tree fell down & onto
the roof of Lime Light Pub. Damage to roof
8. If the basis of liability is alleged to be an act or omission of a City officer or employee, complete the following:
 - (a) Name of such officer or employee, if known: _____
 - (b) Claimant's statement of the basis of such liability: City workers had
a duty to safely cut and dispose of the trees without
causing damage to property. This duty was failed when
tree fell & damaged roof
9. If the basis of liability is alleged to be a dangerous condition of public property, complete the following:
 - (a) Public property alleged to be dangerous: _____
 - (b) Claimant's statement of basis for such liability: _____

10. Give a description of the injury, property damage or loss, so far as is known at time. (If there were no injuries, state "NO INJURIES").

Damage to Roof covering, Shingles + Rubber.
Damage to Siding

11. Name and address of any other person injured: _____

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

Auto:	\$ _____
Property:	\$ 15,200
Personal injury:	\$ _____
Other: (Specify below)	\$ _____
TOTAL	\$ 15,200

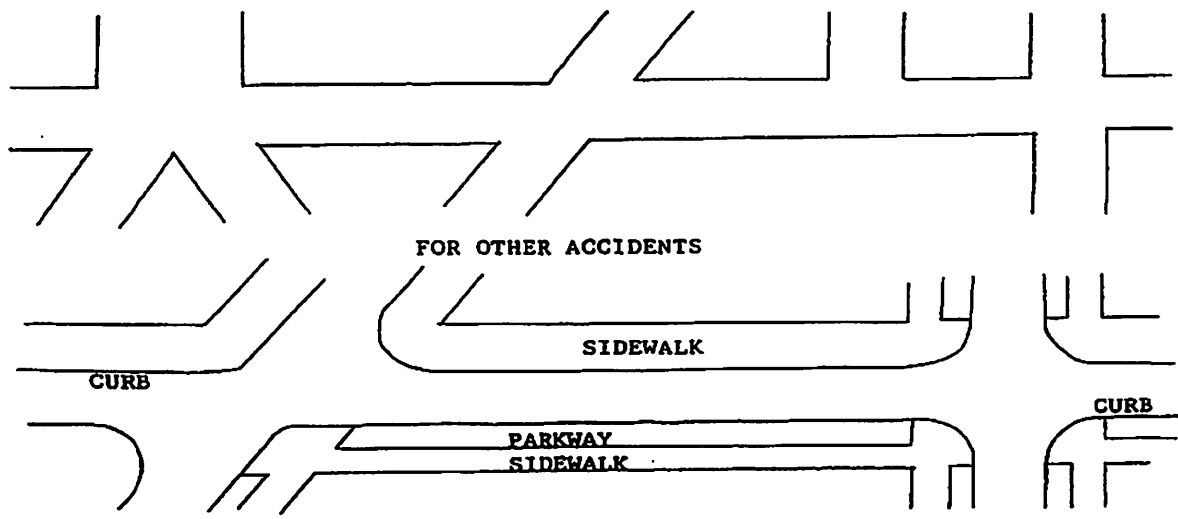
Damaged vehicle (if applicable)

Make: _____ Model: _____ Year: _____ Mileage: _____

Names and addresses of witnesses, doctors and hospitals: _____

FOR ALL ACCIDENT NOTICES, COMPLETE THE FOLLOWING DIAGRAM IN DETAIL. BE SURE TO INCLUDE NAMES OF ALL STREETS, HOUSE NUMBERS, LOCATION OF VEHICLES, INDICATING WHICH IS CITY VEHICLE (IF APPLICABLE), WHICH IS CLAIMANT VEHICLE, LOCATION OF INDIVIDUALS, ETC.

NOTE: If diagrams below do not fit the situation, attach proper diagram and sign.



SIGNATURE OF CLAIMANT _____ DATE _____

DATE RECEIVED _____

RECEIVED BY _____

Item 11.

CLAIM NO. _____

CLAIM

Claimant's Name:	<u>Society Insurance</u>	Auto	\$ _____
Claimant's Address:	<u>150 Canal St Drive</u>	Property	\$ <u>15,200</u>
	<u>Fond du Lac WI 54935</u>	Personal Injury	\$ _____
Claimant's Phone No.	<u>920-933-5850</u>	Other (Specify below)	\$ _____
			TOTAL \$ <u>15,200</u>

PLEASE INCLUDE COPIES OF ALL BILLS, INVOICES, ESTIMATES, ETC.

WARNING: IT IS A CRIMINAL OFFENSE TO FILE A FALSE CLAIM.
(WISCONSIN STATUTES 943.395)

The undersigned hereby makes a claim against the City of Sheboygan arising out of the circumstances described in the Notice of Damage or Injury. The claim is for relief in the form of money damages in the total amount of \$ 15,200.

SIGNED Diane Hart DATE: 9/19/23

ADDRESS: _____

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

File Attachments for Item:

12. R. C. No. 234-23-24 by Finance and Personnel Committee to whom was referred R. O. No. 101-23-24 by City Clerk submitting a claim from Stephanie Buskill for alleged damages to vehicle caused by a garbage truck; recommends filing the claim.

**CITY OF SHEBOYGAN
R. C. 234-23-24**

BY FINANCE AND PERSONNEL COMMITTEE.

APRIL 3, 2024.

Your Committee to whom was referred R. O. No. 101-23-24 by City Clerk submitting a claim from Stephanie Buskill for alleged damages to vehicle caused by a garbage truck; recommends filing the claim.

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. 101-23-24**

BY CITY CLERK.

FEBRUARY 5, 2024.

Submitting a claim from Stephanie Buskill for alleged damages to vehicle caused by a garbage truck.

DATE RECEIVED 1-25-24

RECEIVED BY MKC

Item 12.

CLAIM NO. G24-01139 # 19-23

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

- 1. Notice of death, injury to persons or to property must be filed not later than 120 days after the occurrence.
- 2. Attach and sign additional supportive sheets, if necessary.
- 3. This notice form must be signed and filed with the Office of the City Clerk.

4. TWO ESTIMATES MUST BE ATTACHED IF YOU ARE CLAIMING DAMAGE TO A VEHICLE.

1. Name of Claimant: Stephanie Buskill

2. Home address of Claimant: 1812 S 10th St

3. Home phone number: (980) 320 6912

4. Business address and phone number of Claimant: _____

5. When did damage or injury occur? (date, time of day) 01/18/2024 morning

6. Where did damage or injury occur? (give full description) _____

On the front panel on the driver side and on the door. The door won't open more than a few inches.

7. How did damage or injury occur? (give full description) A trash truck hit my vehicle.

8. If the basis of liability is alleged to be an act or omission of a City officer or employee, complete the following:

(a) Name of such officer or employee, if known: N/A

(b) Claimant's statement of the basis of such liability: N/A

9. If the basis of liability is alleged to be a dangerous condition of public property, complete the following:

(a) Public property alleged to be dangerous: N/A

(b) Claimant's statement of basis for such liability: N/A

10. Give a description of the injury, property damage or loss, so far as is known time. (If there were no injuries, state "NO INJURIES").

Item 12.

No injuries.

11. Name and address of any other person injured:

N/A

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

Auto:

\$ 2,299.74

Property:

\$ _____

Personal injury:

\$ _____

Other: (Specify below

\$ _____

TOTAL

\$

2,299.74

Damaged vehicle (if applicable)

Make: Chrysler **Model:** Town and country **Year:** 2006 **Mileage:** 117,450

Names and addresses of witnesses, doctors and hospitals: NA

FOR ALL ACCIDENT NOTICES, COMPLETE THE FOLLOWING DIAGRAM IN DETAIL. BE SURE TO INCLUDE NAMES OF ALL STREETS, HOUSE NUMBERS, LOCATION OF VEHICLES, INDICATING WHICH IS CITY VEHICLE (IF APPLICABLE), WHICH IS CLAIMANT VEHICLE, LOCATION OF INDIVIDUALS, ETC.

NOTE: If diagrams below do not fit the situation, attach proper diagram and sign.

SIGNATURE OF CLAIMANT *Supna Bostil* DATE 11/18/24

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

DATE RECEIVED _____

RECEIVED BY _____

CLAIM NO. C24-01139

CLAIM

Claimant's Name: Stephanie Buskill

Auto \$ 2299.74

Claimant's Address: 1812 S 10th St
Sheboygan, WI 53081

Property \$

Personal Injury \$

Claimant's Phone No. (980) 320 6912

Other (Specify below) \$

TOTAL \$ 2299.74

PLEASE INCLUDE COPIES OF ALL BILLS, INVOICES, ESTIMATES, ETC.

WARNING: IT IS A CRIMINAL OFFENSE TO FILE A FALSE CLAIM.
(WISCONSIN STATUTES 943.395)

The undersigned hereby makes a claim against the City of Sheboygan arising out of the circumstances described in the Notice of Damage or Injury. The claim is for relief in the form of money damages in the total amount of \$ 2,299.74.

SIGNED *Stephanie Buskill*

DATE: 11/8/24

ADDRESS: 1812 S 10th St Sheboygan, WI 53081

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

MAIL TO: CLERK'S OFFICE

828 CENTER AVE #100

SHEBOYGAN WI 53081

**SHEBOYGAN CHEVROLET BUICK
GMC CADILLAC**

3400 S BUSINESS DR, SHEBOYGAN, WI 53081
Phone: (920) 459-6855
FAX: (920) 459-6286

Workfile ID: 18
PartsShare: 7LnZfn
Federal ID: 83-0747810

Preliminary Estimate

Customer: BUSKILL, STEPHINE

Job Number:

Written By: Cliff Netzer

Insured: BUSKILL, STEPHINE
Type of Loss:
Point of Impact: 10 Left Front Pillar (Left Side)

Policy #:
Date of Loss:

Claim #:
Days to Repair: 0

Owner:
BUSKILL, STEPHINE

1812 SOUTH 10TH. STREET
SHEBOYGAN, WI 53081
(980) 320-6912 Cell

Inspection Location:
SHEBOYGAN CHEVROLET BUICK GMC
CADILLAC
3400 S BUSINESS DR
SHEBOYGAN, WI 53081
Repair Facility
(920) 459-6855 Business

Insurance Company:

VEHICLE

2006 CHRY Town & Country w/Short WB 4D VAN 6-3.3L Gasoline SMPI WHITE

VIN: 1A4GP45R46B692876 Interior Color: Mileage In: 117,450 Vehicle Out:
License: ATE6879 Exterior Color: WHITE Mileage Out:
State: WI Production Date: Condition: Job #:

TRANSMISSION

Automatic Transmission

POWER

Power Steering

Power Brakes

Power Windows

Power Locks

Power Mirrors

DECOR

Dual Mirrors

Body Side Moldings

Privacy Glass

Console/Storage

Wood Interior Trim

CONVENIENCE

Air Conditioning

Intermittent Wipers

Tilt Wheel

Cruise Control

Rear Defogger

Keyless Entry

Rear Window Wiper

RADIO

AM Radio

FM Radio

Stereo

Search/Seek

CD Player

SAFETY

Drivers Side Air Bag

Passenger Air Bag

SEATS

Cloth Seats

Bucket Seats

3rd Row Seat

WHEELS

Wheel Covers

PAINT

Clear Coat Paint

Get live updates at www.carwise.com/e/4GEzdw

Preliminary Estimate

Item 12.

Customer: BUSKILL, STEPHINE

Job Number:

2006 CHRY Town & Country w/Short WB 4D VAN 6-3.3L Gasoline SMPI WHITE

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1		FENDER					
2	**	Repl A/M CAPA LT Fender	5018443AB	1	245.00	2.7	1.8
3		Add for Clear Coat					0.7
4		Add for Edging					0.5
5		Add for Clear Coat					0.1
6	**	Repl A/M CAPA LT Fender liner all	4857223AB	1	85.00	Incl.	
7	R&I	LT Lower molding black				Incl.	
8		FRONT DOOR					
9	*	Repl LKQ LT door assy +25%	4717717AF	1	218.75	1.6	3.0
10		Overlap Major Adj. Panel					-0.4
11		Add for Clear Coat					0.5
12	R&I	LT Door w'strip				0.5	
13	*	R&I LT Upper molding Town & Country code: K2				<u>0.3</u>	
14	R&I	LT Applique w/o Stow N Go				0.3	
15	R&I	LT Mirror assy w/power w/o auto dim				Incl.	
16	R&I	LT Door glass Chrysler tinted				0.4	
17	R&I	LT Regulator power				0.6	
18	*	R&I LT Lock power				<u>0.3</u>	
19	R&I	LT Door check				0.3	
20	R&I	LT R&I trim panel				0.4	
21	*	R&I LT Upper molding Town & Country code: K2				<u>0.3</u>	
22	*	R&I LT Belt w'strip				<u>0.3</u>	
23		SIDE LOADING DOOR					
24	*	Blnd LT Outer panel					<u>1.0</u>
25	R&I	LT Handle, outside w/o key cylinder black texture				0.4	
26	R&I	LT R&I trim panel				0.5	
27	R&I	LT Door glass Chrysler solar				0.7	
28	*	R&I LT Upper molding Caravan, Voyager 113 WB bordeaux				<u>0.3</u>	
29		MISCELLANEOUS OPERATIONS					
30	#	Subl Hazardous waste removal		1	3.00 T		
31	#	Clean & re-tape mldg(s)		1		0.5	
32	#	Cover interior		1	T		
33	#	Repl Remove adhesive		1	T	0.5	
34	#	Repl Cover Car		1	5.00 T		
35	#	Cover interior		1	5.00 T		
36	#	Clean up recycled part(s)		1		1.0	
SUBTOTALS					561.75	11.9	7.2

Preliminary Estimate

Item 12.

Customer: BUSKILL, STEPHINE

Job Number:

2006 CHRY Town & Country w/Short WB 4D VAN 6-3.3L Gasoline SMPI WHITE

ESTIMATE TOTALS

Category	Basis	Rate	Cost \$
Parts			548.75
Body Labor	11.9 hrs @	\$ 67.00 /hr	797.30
Paint Labor	7.2 hrs @	\$ 67.00 /hr	482.40
Paint Supplies	7.2 hrs @	\$ 47.00 /hr	338.40
Miscellaneous			13.00
Subtotal			2,179.85
Sales Tax	\$ 2,179.85 @	5.5000 %	119.89
Grand Total			2,299.74

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Customer: BUSKILL, STEPHINE**Job Number:**

2006 CHRY Town & Country w/Short WB 4D VAN 6-3.3L Gasoline SMPI WHITE

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Some 2023 vehicles contain minor changes from the previous year. For those vehicles, prior to receiving updated data from the vehicle manufacturer, labor and parts data from the previous year may be used. The CCC ONE estimator has a list of applicable vehicles. Parts numbers and prices should be confirmed with the local dealership.

The following is a list of additional abbreviations or symbols that may be used to describe work to be done or parts to be repaired or replaced:

SYMBOLS FOLLOWING PART PRICE:

m=MOTOR Mechanical component. s=MOTOR Structural component. T=Miscellaneous Taxed charge category. X=Miscellaneous Non-Taxed charge category.

SYMBOLS FOLLOWING LABOR:

D=Diagnostic labor category. E=Electrical labor category. F=Frame labor category. G=Glass labor category. M=Mechanical labor category. S=Structural labor category. (numbers) 1 through 4=User Defined Labor Categories.

OTHER SYMBOLS AND ABBREVIATIONS:

Adj.=Adjacent. Algn.=Align. ALU=Aluminum. A/M=Aftermarket part. Blnd=Blend. BOR=Boron steel. CAPA=Certified Automotive Parts Association. D&R=Disconnect and Reconnect. HSS=High Strength Steel. HYD=Hydroformed Steel. Incl.=Included. LKQ=Like Kind and Quality. LT=Left. MAG=Magnesium. Non-Adj.=Non Adjacent. NSF=NSF International Certified Part. O/H=Overhaul. Qty=Quantity. Refn=Refinish. Repl=Replace. R&I=Remove and Install. R&R=Remove and Replace. Rpr=Repair. RT=Right. SAS=Sandwiched Steel. Sect=Section. Subl=Sublet. UHS=Ultra High Strength Steel. N=Note(s) associated with the estimate line.

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BAR=Bureau of Automotive Repair. EPA=Environmental Protection Agency. NHTSA= National Highway Transportation and Safety Administration. PDR=Paintless Dent Repair. VIN=Vehicle Identification Number.

Preliminary Estimate

Item 12.

Customer: BUSKILL, STEPHINE

Job Number:

2006 CHRY Town & Country w/Short WB 4D VAN 6-3.3L Gasoline SMPI WHITE

PARTS SUPPLIER LIST

Line	Supplier	Description	Price
2	Keystone, Inc 4410 N. 132ND STREET, SUITE A BUTLER WI 53007 (414) 463-1019	#CH1240228PP A/M CAPA LT Fender Quote: 2351437212 Expires: 03/04/24	\$ 245.00
6	Keystone, Inc 4410 N. 132ND STREET, SUITE A BUTLER WI 53007 (414) 463-1019	#CH1248113C A/M CAPA LT Fender liner all Quote: 2351438129 Expires: 03/04/24	\$ 85.00
9	LKQ Corp 2101 Beloit Avenue Janesville WI 53546 (800) 362-9451	#~373419829 LKQ LT door assy +25% Door Assembly, Front VAN ,4DR,29K,PW L, WIDE CLADDING, L.,S#\$E0708 Quote: 2351439636 Expires: 03/04/24	\$ 175.00

Preliminary Estimate

Item 12.

Customer: BUSKILL, STEPHINE

Job Number:

2006 CHRY Town & Country w/Short WB 4D VAN 6-3.3L Gasoline SMPI WHITE

ALTERNATE PARTS USAGE

2006 CHRY Town & Country w/Short WB 4D VAN 6-3.3L Gasoline SMPI WHITE

VIN: 1A4GP45R46B692876 Interior Color: Mileage In: 117,450 Vehicle Out:
 License: ATE6879 Exterior Color: WHITE Mileage Out:
 State: WI Production Date: Condition: Job #:

Alternate Part Type	Selection Method	# Of Times Notified Of Available Parts	# Of Parts Selected
Aftermarket	Automatically List	4	2
Optional OEM	Manually List	0	0
Reconditioned	Manually List	0	0
Recycled	N/A	1	1



SCHMIT BROS AUTO INC.

Schmit Happens
 925 E GREEN BAY AVE., SAUKVILLE, WI 53080
 Phone: (262) 284-1945
 FAX: (262) 268-2127

Workfile ID: Item 12.
 PartsShare: 7LRS2Z
 Federal ID: 39-1031133

Preliminary Estimate

Customer: Buskill, Stephanie

Job Number:

Written By: Quintin Hammonds Email: qhammonds@schmitbros.com

Insured: Buskill, Stephanie	Policy #:	Claim #:
Type of Loss:	Date of Loss:	Days to Repair: 0
Point of Impact:		

Owner: Buskill, Stephanie (980) 320-6912 Cell	Inspection Location: SCHMIT BROS AUTO INC. 925 E GREEN BAY AVE. SAUKVILLE, WI 53080 Repair Facility (262) 284-1945 Business	Insurance Company:
--	---	---------------------------

VEHICLE

2006 CHRY Town & Country w/Short WB 4D VAN 6-3.3L Gasoline SMPI

VIN: 1A4GP45R46B692876	Interior Color:	Mileage In:	Vehicle Out:
License:	Exterior Color:	Mileage Out:	
State: WI	Production Date:	Condition:	Job #:

- | | | | |
|---|--|--|---|
| TRANSMISSION
Automatic Transmission | Body Side Moldings
Privacy Glass
Console/Storage
Wood Interior Trim | Keyless Entry
Rear Window Wiper | Passenger Air Bag |
| POWER
Power Steering
Power Brakes
Power Windows
Power Locks
Power Mirrors | CONVENIENCE
Air Conditioning
Intermittent Wipers
Tilt Wheel
Cruise Control
Rear Defogger | RADIO
AM Radio
FM Radio
Stereo
Search/Seek
CD Player | SEATS
Cloth Seats
Bucket Seats
3rd Row Seat |
| DECOR
Dual Mirrors | | SAFETY
Drivers Side Air Bag | WHEELS
Wheel Covers
PAINT
Clear Coat Paint |

Preliminary Estimate

Item 12.

Customer: Buskill, Stephanie

Job Number:

2006 CHRY Town & Country w/Short WB 4D VAN 6-3.3L Gasoline SMPI

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1		FRONT BUMPER					
2	*	R&I R&I bumper cover				0.5	
3		FRONT LAMPS					
4		R&I LT Headlamp assy Chrysler 113" WB				Incl.	
5		FENDER					
6	**	Repl A/M CAPA LT Fender	5018443AB	1	195.00	2.7	1.8
7		Add for Clear Coat					0.7
8		Add for Edging					0.5
9		Add for Clear Coat					0.1
10		Deduct for Overlap				-0.4	
11		R&I LT Lower molding black				Incl.	
12		FRONT DOOR					
13	*	Repl RCY LT door assy +25%	4717717AF	1	218.75	1.6	3.0
14		Overlap Major Adj. Panel					-0.4
15		Add for Clear Coat					0.5
16		LT Add for power units				0.4	
17		Refn exterior surface					2.0
18	*	R&I LT Upper molding Town & Country code: K2 Note: Retape molding				0.5	
19	#	Subl Hazardous waste removal		1	3.00 T		
20	#	Repl Cover Car		1	5.00 T		
21		SIDE LOADING DOOR					
22	*	Blnd LT Door shell					1.0
23	*	R&I LT Upper molding Town & Country black crystal				0.5	
24		R&I LT Handle, outside w/o key cylinder black texture				0.4	
25	*	R&I LT Assist strap khaki				0.3	
SUBTOTALS					421.75	6.5	9.2

Preliminary Estimate

Item 12.

Customer: Buskill, Stephanie

Job Number:

2006 CHRY Town & Country w/Short WB 4D VAN 6-3.3L Gasoline SMPI

ESTIMATE TOTALS

Category	Basis	Rate	Cost \$
Parts			413.75
Body Labor	6.5 hrs @	\$ 70.00 /hr	455.00
Paint Labor	9.2 hrs @	\$ 70.00 /hr	644.00
Paint Supplies	9.2 hrs @	\$ 48.00 /hr	441.60
Miscellaneous			8.00
Subtotal			1,962.35
Sales Tax	\$ 1,962.35 @	5.5000 %	107.93
Grand Total			2,070.28
Deductible			0.00
CUSTOMER PAY			0.00
INSURANCE PAY			2,070.28

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Customer: Buskill, Stephanie**Job Number:**

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Customer: Buskill, Stephanie

Job Number:

2006 CHRY Town & Country w/Short WB 4D VAN 6-3.3L Gasoline SMPI

PARTS SUPPLIER LIST

Line	Supplier	Description	Price
6	KSI Trading Corp. 5414A West Roosevelt Road Chicago IL 60644 (800) 244-2639	#1385112Q A/M CAPA LT Fender Quote: 125484156 Expires: 02/01/24	\$ 195.00
13	LKQ Corp 2101 Beloit Avenue Janesville WI 53546 (800) 362-9451	#~373419829 RCY LT door assy +25% Door Assembly, Front VAN ,4DR,29K,PW L, WIDE CLADDING, L,S#\$E0708 Quote: 2359864161 Expires: 03/11/24	\$ 175.00

File Attachments for Item:

13. R. C. No. 237-23-24 by Finance and Personnel Committee to whom was referred R. O. No. 88-23-24 by City Clerk submitting a Notice of Injury and Claim from Dempsey Law Firm, LLP regarding Town of Wilson Sanitary District #1; recommends filing the notice of claim

**CITY OF SHEBOYGAN
R. C. 237-23-24**

BY FINANCE AND PERSONNEL COMMITTEE.

APRIL 3, 2024.

Your Committee to whom was referred R. O. No. 88-23-24 by City Clerk submitting a Notice of Injury and Claim from Dempsey Law Firm, LLP regarding Town of Wilson Sanitary District #1; recommends filing the notice of claim

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. 88-23-24**

BY CITY CLERK.

JANUARY 2, 2024.

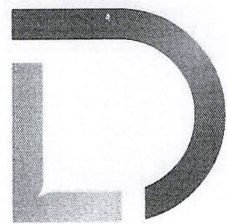
Submitting a Notice of Injury and Claim from Dempsey Law Firm, LLP regarding
Town of Wilson Sanitary District #1.

PARTNERS:

CHARLES J. HERTEL
JOHN A. ST. PETER
PAUL W. ROSENFELDT
BRIAN D. HAMILL
MATTHEW PARMENTIER
HEATH G. MYNSBERGE
JESSICA E. SLAVIN

RETIRED:

TIMOTHY M. DEMPSEY
A.D.(DAN) EDGARTON
ROBERT V. EDGARTON
RONALD L. PETAK
TERRENCE J. BYRNE
RONALD P. HAMMER



DEMPSEY LAW

ASSOCIATES:

ELIZABETH A. HARTMAN
ALANA BUSCH-ELL
ALEX R. ACKERMAN
LEE D. TURONIE
JAMES D. MILLER
EVAN M. SEIBEL
CHUE N. XIONG

OF COUNSEL:

WILLIAM E. BUCHHOLZ
RYAN M. PLISCH
CHRISTOPHER J. PENZA
SAMUEL W. JACK

December 15, 2023

VIA PERSONAL SERVICE

Meredith DeBruin, City of Sheboygan Clerk
828 Center Avenue, Suite 103
Sheboygan, WI 53081

AT
Date 12-19-23 11:35am A.M.
PER Civil Process Investigation 920-921-8357

Re: NOTICE OF INJURY AND CLAIM; PURSUANT TO WIS. STAT. SECTION 893.80(1d)

**Claimant: Town of Wilson Sanitary District #1
5935 South Business Drive
Sheboygan, WI 53081.**

Greetings:

Our office represents the Town of Wilson Sanitary District #1 (the "District"). The purpose of this letter is to state the District's position regarding unpaid deferred assessments by the City of Sheboygan (the "City"). It also includes the information required by the Notice of Claim Statute, although for the reasons described below, compliance with that statute is not required in this case.

I. The Notice of Claims statute does not apply.

a. A notice of claim is not required because the District is making "defensive" claims.

The District is submitting this Notice of Claim only out of an abundance of caution. The District's claim is a defensive, preemptive claim regarding the City's legal obligation to pay deferred assessments that were previously levied in connection with a sanitary district sewer project. Specifically, the District asserts that the City of Sheboygan is responsible for paying three deferred special assessments for tax parcels numbers 59281470988, 59281470989, and 59281470990 (the "Properties").

Confirming the City’s responsibility as it relates to the payment of the special assessments is important because the special assessments were used for the purpose of financing a sanitary sewer extension construction project and are required to be paid by those properties that benefitted from the project. In this case, the special assessments were properly assessed and recorded. Additionally, the City’s properties benefitted from these improvements.

The District anticipates that the City may refuse to pay its assessments. Accordingly, this is a preemptive or defensive claim that makes strict compliance with the Notice of Claim Statute impractical. The District is seeking to establish a defense against a claim that the City may assert in the future. See Zizzo v. Lakeside Steel & Mfg. Co., 2008 WI App. 69, ¶ 12, 31 Wis. 2d. 463. Further, the District is seeking a declaration of the ongoing “rights, status, and other legal relations” of the parties and assessments in anticipation of a non-payment by the City.

b. The City of Sheboygan has actual notice of the claims.

Under Wis. Stat. § 893.80(1d)(a), “failure to give the requisite notice shall not bar action on the claim if the...agency had actual notice of the claim.” This is often referred to as the “actual notice exception” to the Notice of Claim requirement:

Section 893.80(1)(a), STATS., is a notice of injury statute," designed to "allow governmental authorities to make a prompt investigation of the circumstances giving rise to a claim." Elkhorn Area School Dist. v. East Troy Community School Dist., 110 Wis.2d 1, 5, 205 Wis.2d 22 327 N.W.2d 206, 208 (Ct.App.1982); see also Vanstone v. Town of Delafield, 191 Wis.2d 586, 593, 530 N.W.2d 16, 19 (Ct.App.1995) (purpose of § 893.80(1)(a) is to enable entity to "investigate and evaluate" claim). Thus, it permits claims to proceed against the designated government entities even though a claimant has not filed a notice in proper form if the government entity "had actual notice of the claim and the claimant shows to the satisfaction of the court that the delay or failure to give the requisite notice has not been prejudicial" to the entity. Section 893.80(1)(a). Markweise v. Peck Foods Corp., 205 Wis. 2d 208, 220, 556 N.W.2d 326 (Ct. App. 1996).

Here, the City has actual notice of the District’s defensive or preemptive claim because of an extensive history of communication between the District and the City about this issue.

II. Notice of Claim

For the reasons described above, the District does not believe a notice of claim is required. However, out of caution, and in the interest of resolving this matter short of litigation, the District states that the following circumstances give rise to its claim:

1. The City of Sheboygan (the “City”) became the owner of real property with the tax numbers of 59281470988, 59281470989, and 59281470990 on August 1, 2000. Collectively, these will be referred to as the “Properties.”
2. At the time the City became the owner of the Properties, the Properties were within the boundaries of the District and remained in the District until the Properties were annexed into the City in 2018.
3. In April of 2003, the District levied special assessments against the Properties pursuant to Wis. Stat. § 66.0703 for the purpose of financing a sanitary sewer extension construction project. Attached as Exhibit A is a copy of the Notice of Assessment Lien that was recorded against the Properties.
4. Pursuant to Wis. Stat. § 66.0721, the District deferred certain special assessments for “eligible farmland.”
5. Specifically, the assessments were deferred under the District’s “Farm Options,” which allow for the deferral of assessments on agricultural property. A copy of the District’s “Farm Options” is attached as Exhibit B.
6. The Notice of Assessment of Lien and “Farm Options” both provide that deferred assessments become due and owing upon the occurrence of any of several events. Those events include:

- a. A structure located on the eligible farmland or on the parcel for which an assessment is deferred is connected to the municipal water or to the sanitary sewer system;
 - b. The eligible farmland is subdivided into two or more parcels, at least one of which is not devoted exclusively to agricultural use;
 - c. The eligible farmland is not devoted exclusively to agricultural use for a period of one year or more; and
 - d. Agricultural use of the property by a person who is not a family member of the property owner.
7. Each of the Properties have experienced at least one of the above triggering events making the deferred assessment amounts due to the District.
8. The assessment amounts due for each parcel are the following:
- a. Parcel 59281470988 has a balance due of \$28,988.80.
 - b. Parcel 59281470989 has a balance due of \$17,244.80.
 - c. Parcel 59281470990 has a balance due of \$5,121.60.
9. Therefore, the District demands that the City confirm that it legally responsible for the deferred special assessment payments and pay the special assessments to the District.
10. If the City fails to pay the special assessments for the Properties, the City will initiate a circuit court action seeking the same.

The District hopes that it will not be necessary to resort to litigation to collect these outstanding assessments and looks forward to working with the City to make arrangements for their payment.

Sincerely,

DEMPSEY LAW FIRM, LLP

Samuel W. Jack

Samuel W. Jack
swj@dempseylaw.com

Cc: Town of Wilson Sanitary District #1 (via email)

NOTICE OF ASSESSMENT LIEN

1711600

SHEBOYGAN COUNTY, WI
RECORDED ON

10/10/2003 01:59PM

DARLENE J. NAVIS
REGISTER OF DEEDS

RECORDING FEE: 15.00
TRANSFER FEE:

STAFF ID 6
TRANS # 31000

OF PAGES: 3

Document Number

Return Address:

TOWN OF WILSON
5935 South Business Drive
Sheboygan, WI 53081

Parcel I.D. Number:

Recording Area

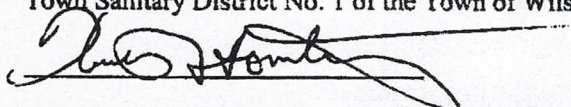
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Notice is further given that at such time as (i) a structure located on the eligible farmland or on the parcel for which an assessment is deferred is connected to the municipal water or to the sanitary sewer system; (ii) the eligible farmland is subdivided into two or more parcels, at least one of which is not devoted exclusively to agricultural use; or (iii) the eligible farmland is not devoted exclusively to agricultural use for a period of one year or more, a special assessment may be levied against the eligible farmland, or portions thereof, in accordance with the provisions of said Section 66.0721 and 66.0715 of the Wisconsin Statutes.

The eligible farmland and other parcels that are or may be affected by this lien is described on Exhibit A, attached hereto and incorporated by reference herein.

Notice is hereby given this 21st day of April 2003.

Town Sanitary District No. 1 of the Town of Wilson, by:



Signature of Kenneth F. Sonntag
authenticated this 21st day of April, 2003.

Cathy Conrad
Cathy Conrad, Town Clerk

This Instrument drafted by Attorney Kathryn M. Bullon.

Exhibit
A

**PROPOSED ADDITION
TO THE TOWN OF WILSON S.D. #1**

A parcel of land, being parts of

the NW 1/4 of the SW 1/4 of Section 10,
the SW 1/4 of the SW 1/4 of Section 10,
the SE 1/4 of the SW 1/4 of Section 10,
the SW 1/4 of the SE 1/4 of Section 10,
the NE 1/4 of the NW 1/4 of Section 15,
the NW 1/4 of the NW 1/4 of Section 15,
the NE 1/4 of the NE 1/4 of Section 16, and
the NW 1/4 of the NE 1/4 of Section 16,

all in Township 14 North, Range 23 East, Town of Wilson, Sheboygan County, Wisconsin, being more particularly described as:

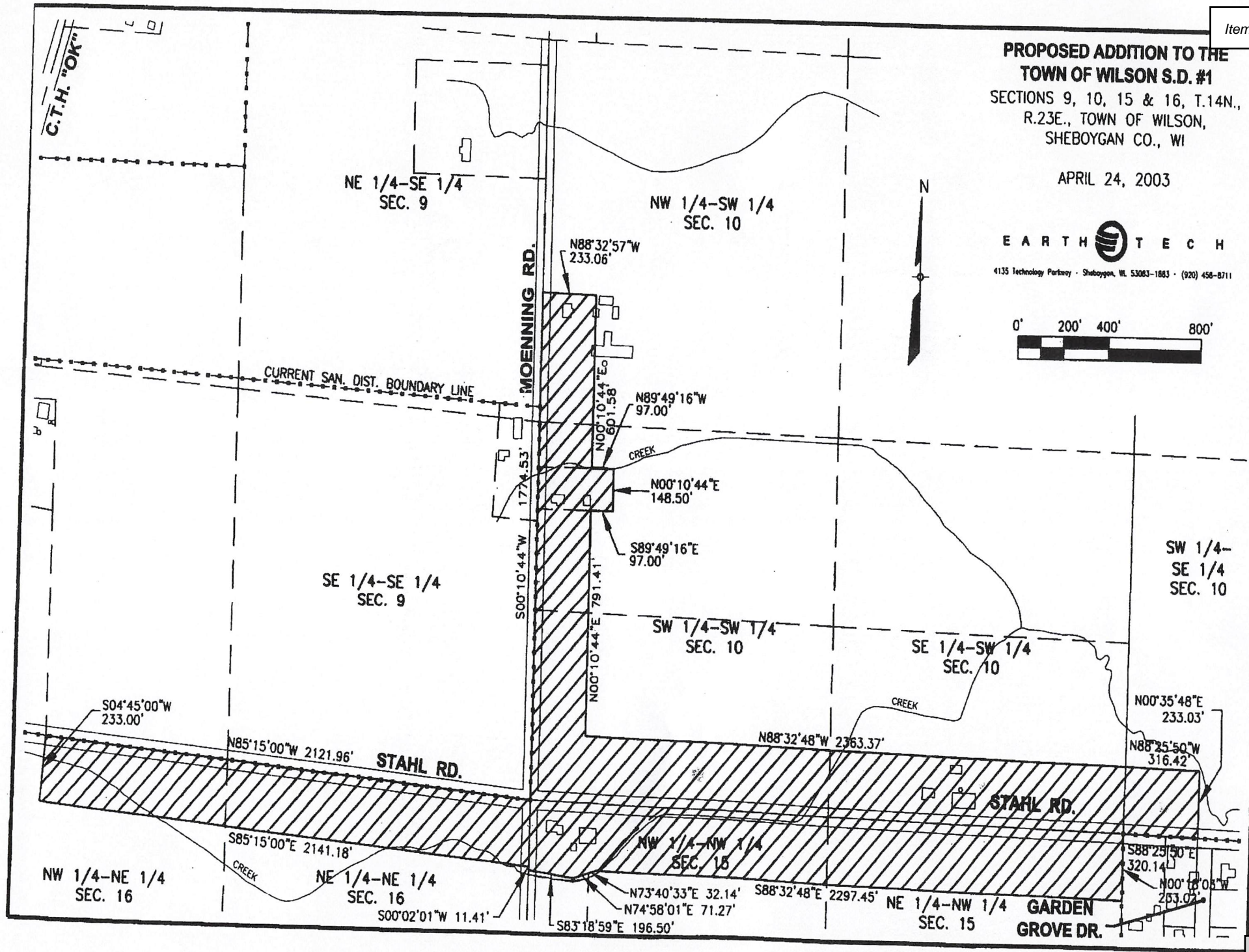
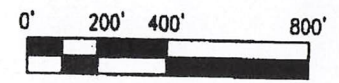
Beginning at the Northeast corner of said Section 16;
thence N85°-15'-00"W, along the north line of the NE 1/4 of said Section 16, 2121.96 feet;
thence S04°-45'-00"W, 233.00 feet;
thence S85°-15'-00"E, on a line parallel with and 233.00 feet south of the north line of said NE 1/4 of Section 16, 2141.18 feet to the west line of the NW 1/4 of said Section 15;
thence S00°-02'-01"W, along said west line, 11.41 feet;
thence S83°-18'-59"E, 196.50 feet;
thence N74°-58'-01"E, 71.27 feet;
thence N73°-40'-33"E, 32.14 feet;
thence S88°-32'-48"E, on a line parallel with and 233.00 feet south of the north line of the NW 1/4 of said Section 15, 2297.45 feet to the west line of the NE 1/4 of said Section 15;
thence N00°-18'-03"W, along said west line, 233.02 feet to the South 1/4 corner of said Section 10;
thence S88°-25'-50"E, along the south line of the SE 1/4 of said Section 10, 320.14 feet;
thence N00°-35'-48"E, 233.03 feet;
thence N88°-25'-50"W, 316.42 feet;
thence N88°-32'-48"W, on a line parallel with and 233.00 feet north of the south line of the SW 1/4 of said Section 10, 2363.37 feet;
thence N00°-10'-44"E, on a line parallel with and 233.00 feet east of the west line of said SW 1/4 of Section 10, 791.41 feet;
thence S89°-49'-16"E, 97.00 feet;
thence N00°-10'-44"E, 148.50 feet;
thence N89°-49'-16"W, 97.00 feet;
thence N00°-10'-44"E, on a line parallel with and 233.00 feet east of the west line of said SW 1/4 of Section 10, 601.58 feet;
thence N88°-32'-57"W, 233.06 feet to the west line of said SW 1/4 of Section 10;
thence S00°-10'-44"W, along said west line, 1774.53 feet to the Point of Beginning and the end of this description.

Description by: Ken Wolf, Earth Tech, Inc., April 1, 2003, revised April 24, 2003

**PROPOSED ADDITION TO THE
TOWN OF WILSON S.D. #1**
SECTIONS 9, 10, 15 & 16, T.14N.,
R.23E., TOWN OF WILSON,
SHEBOYGAN CO., WI

APRIL 24, 2003

EARTH TECH
4135 Technology Parkway - Sheboygan, WI 53083-1883 - (920) 458-8711



NOTICE OF ASSESSMENT LIEN

1711600

SHEBOYGAN COUNTY, WI
RECORDED ON

10/10/2003 01:59PM

DARLENE J. NAVIS
REGISTER OF DEEDS

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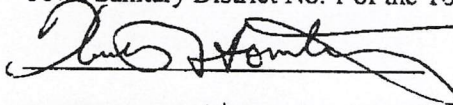
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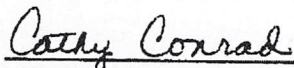
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Signature of Kenneth F. Sonntag
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This Instrument drafted by Attorney Kathryn M. Bullon.

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all in Township 14 North, Range 23 East, Town of Wilson, Sheboygan County, Wisconsin, being more particularly described as:

Beginning at the Northeast corner of said Section 16;
thence N85°-15'-00"W, along the north line of the NE 1/4 of said Section 16, 2121.96 feet;
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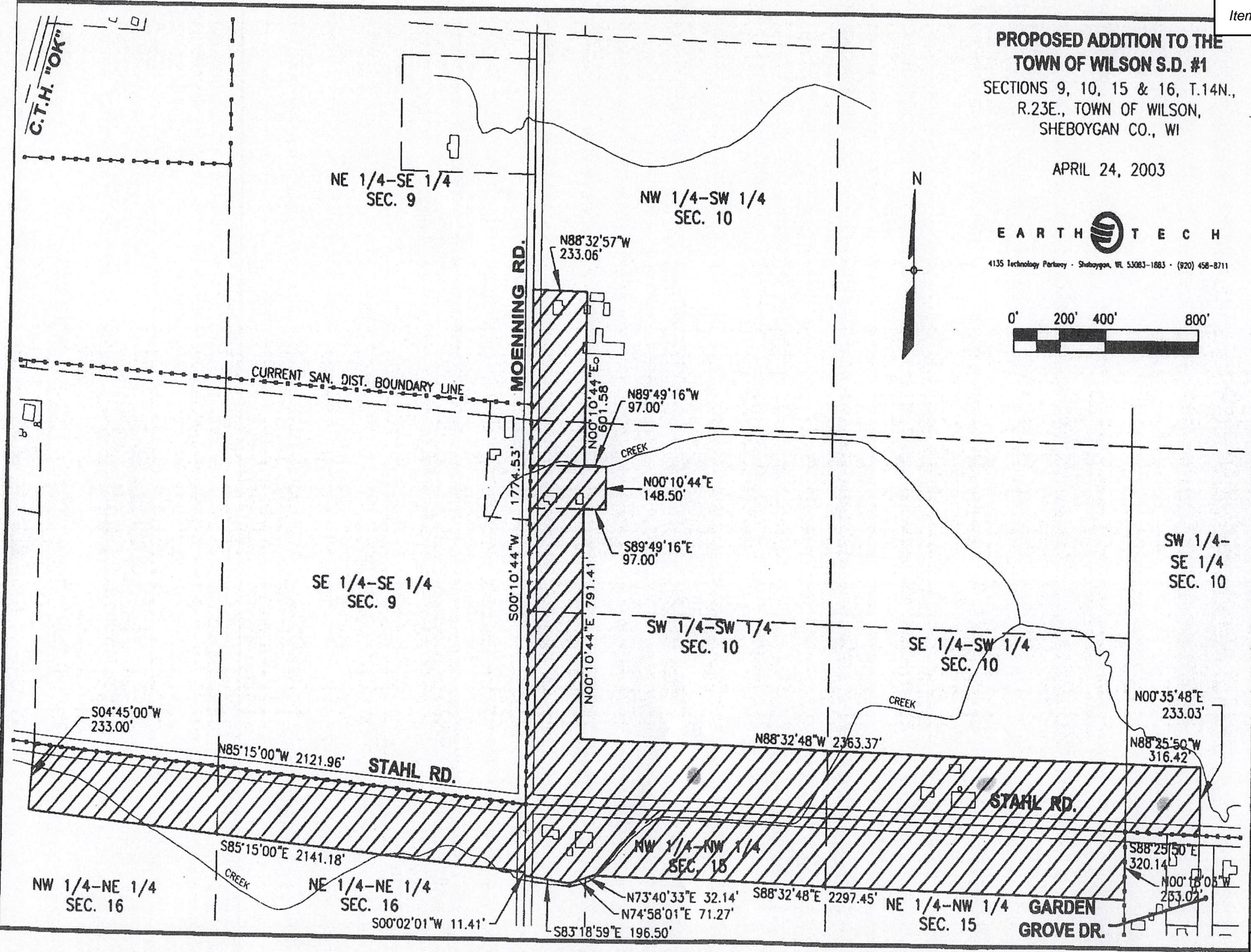
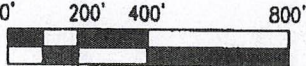
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SECTIONS 9, 10, 15 & 16, T.14N.,
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SHEBOYGAN CO., WI

APRIL 24, 2003



4135 Technology Parkway · Sheboygan, WI 53083-1683 · (920) 456-8711



NOTICE OF ASSESSMENT LIEN

1711600

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RECORDED ON

10/10/2003 01:59PM

DARLENE J. NAVIS
REGISTER OF DEEDS

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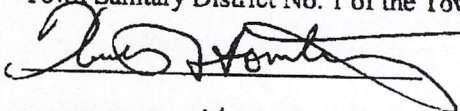
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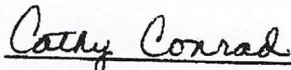
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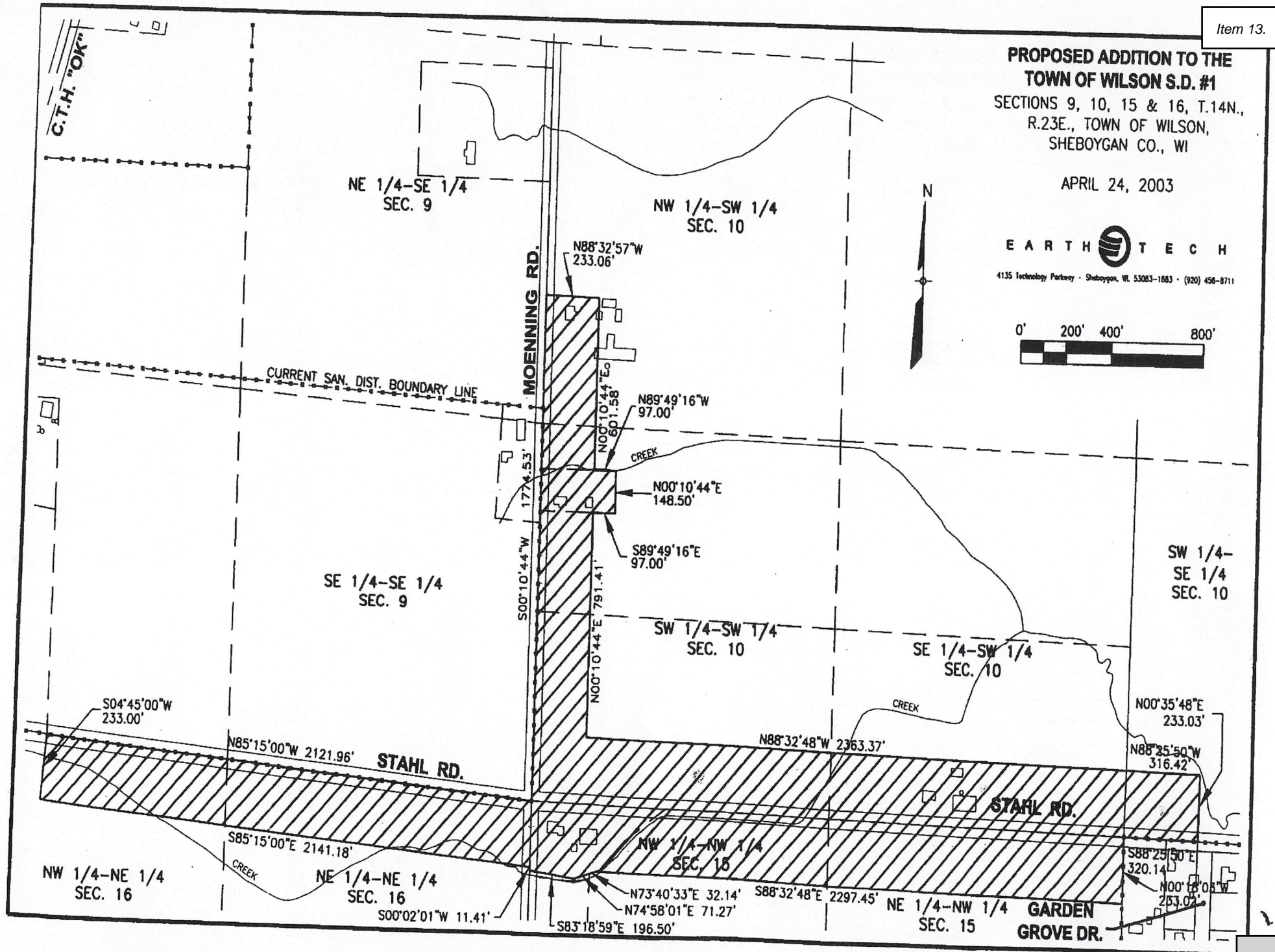
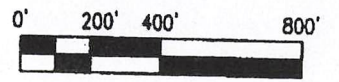
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SHEBOYGAN CO., WI

APRIL 24, 2003

EARTH TECH
4135 Technology Parkway · Sheboygan, WI 53083-1883 · (920) 456-8711



FARM OPTIONS

 Lands that are actively engaged in farming and are zoned as Agricultural have an alternate method of payment of the special assessment indicated on the attached notice. This option is as follows:

If you own land that is agriculturally zoned and is currently under active agricultural use in addition to the above options, the following option is granted by the District. Payment of:

- (a) If you have a home or other connecting unit on farm one hundred (100) feet for each connecting unit (\$2,200.00).
- (b) Six hundred (600) feet plus connection charge.

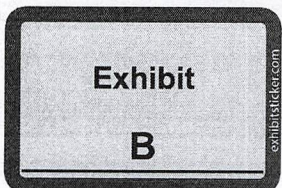
The total of (a) and (b) shall be payable in ten (10) equal annual installments plus interest on the unpaid balance.

The balance shall be deferred and shall be paid on sale or development of any part of the farm lands covered under this assessment unless the land is sold or transferred to a member of the immediate family who continues to be actively engaged in the farming of the land.

If the land is sold to a nonfamily member or if to a family member who is not actively engaged in farming, the total unpaid assessment (deferred and installments) shall become due and payable. The deferred assessment shall be charged at a rate then being charged by the District for installation of sewers or \$22.00 per foot, whichever is greater. If the owner pays under Options 1, 2 or 3, the assessment will be charged at the current rate of \$22.00 as indicated on the assessment notice. The deferred assessment shall mean that part of the assessment exceeding six hundred (600) feet if no connecting home is located thereon or seven hundred (700) feet if a home is being connected. No interest will be charged on the deferred amount.

NOTE: FAILURE TO MAKE ELECTION WILL CAUSE THE FULL ASSESSMENT TO BE PAYABLE IN 10 EQUAL ANNUAL INSTALLMENTS PLUS INTEREST.

Please make choice of payment on assessment notice, sign and return as directed.



File Attachments for Item:

14. R. C. No. 236-23-24 by Finance and Personnel Committee to whom was referred R. O. No. 87-23-24 by City Clerk submitting a claim from Elissa Nyara for alleged damages to vehicle due to sewer cap left open; recommends filing the claim

**CITY OF SHEBOYGAN
R. C. 236-23-24**

BY FINANCE AND PERSONNEL COMMITTEE.

APRIL 3, 2024.

Your Committee to whom was referred R. O. No. 87-23-24 by City Clerk submitting a claim from Elissa Nyara for alleged damages to vehicle due to sewer cap left open; recommends filing the claim

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. 87-23-24**

BY CITY CLERK.

JANUARY 2, 2024.

Submitting a claim from Elissa Nyara for alleged damages to vehicle due to sewer cap left open.

DATE RECEIVED 12-27-2023

RECEIVED BY MKC

Item 14.

CLAIM NO. 14-23

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

1. Notice of death, injury to persons or to property must be filed not later than 120 days after the occurrence.
2. Attach and sign additional supportive sheets, if necessary.
3. This notice form must be signed and filed with the Office of the City Clerk.

4. TWO ESTIMATES MUST BE ATTACHED IF YOU ARE CLAIMING DAMAGE TO A VEHICLE.

1. Name of Claimant: Elissa Nyara

2. Home address of Claimant: 6007 Indigo Dr. Racine WI 53406

3. Home phone number: 262-914-2780

4. Business address and phone number of Claimant: 2625 Calumet Drive
Sheboygan WI 920-452-0662

5. When did damage or injury occur? (date, time of day) 11/29/2023 6:06pm

6. Where did damage or injury occur? (give full description) main ave right
before N25th street

7. How did damage or injury occur? (give full description) sewer cap was
left open in the middle of the road it was
dark ran it over immediately got a flat tire
back left side

8. If the basis of liability is alleged to be an act or omission of a City officer or employee, complete the following:

(a) Name of such officer or employee, if known: officer Ross

(b) Claimant's statement of the basis of such liability: report #C2321257
in her report she did fix the sewer cap
& put it back into the ground.

9. If the basis of liability is alleged to be a dangerous condition of public property, complete the following:

(a) Public property alleged to be dangerous: no damage to sewer cap
that I'm aware of

(b) Claimant's statement of basis for such liability: N/A

10. Give a description of the injury, property damage or loss, so far as is known at time. (If there were no injuries, state "NO INJURIES").

Flat tire damage to the rim no injury to people

11. Name and address of any other person injured: N/A

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

Auto: \$ 1,082.99

Property: \$

Personal injury: \$

Other: (Specify below) \$

TOTAL \$ 1,082.99

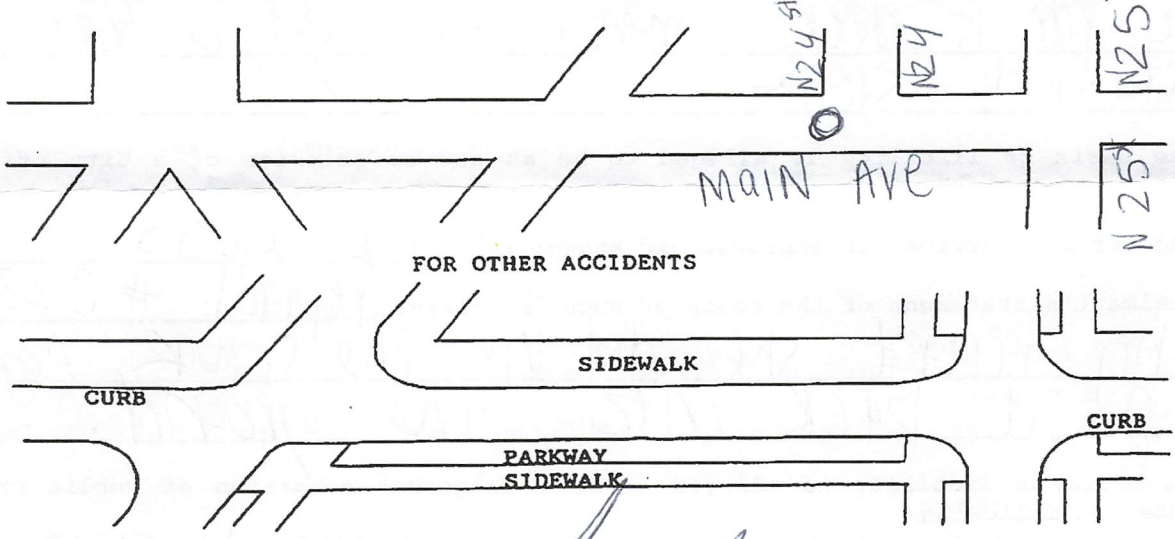
Damaged vehicle (if applicable)

Make: GMC Model: Denali XL Year: 2021 Mileage: 66,000

Names and addresses of witnesses, doctors and hospitals: I don't have names but two other people got flat tires that night. my officer got the cop back down

FOR ALL ACCIDENT NOTICES, COMPLETE THE FOLLOWING DIAGRAM IN DETAIL. BE SURE TO INCLUDE NAMES OF ALL STREETS, HOUSE NUMBERS, LOCATION OF VEHICLES, INDICATING WHICH IS CITY VEHICLE (IF APPLICABLE), WHICH IS CLAIMANT VEHICLE, LOCATION OF INDIVIDUALS, ETC.

NOTE: If diagrams below do not fit the situation, attach proper diagram and sign.



SIGNATURE OF CLAIMANT

[Handwritten signature]

DATE

11/30/2023

DATE RECEIVED _____

RECEIVED BY _____

Item 14.

CLAIM NO. _____

CLAIM

Claimant's Name: Elissa Nyara

Auto \$ 1,082.99

Claimant's Address: 6007 Indigo Drive

Property \$ _____

Sheboygan WI 53406

Personal Injury \$ _____

Claimant's Phone No. 262-994-2780

Other (Specify below) \$ _____

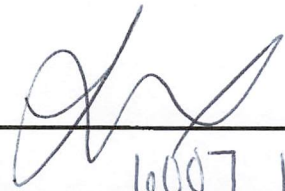
TOTAL \$ 1,082.99

PLEASE INCLUDE COPIES OF ALL BILLS, INVOICES, ESTIMATES, ETC.

WARNING: IT IS A CRIMINAL OFFENSE TO FILE A FALSE CLAIM.
(WISCONSIN STATUTES 943.395)

The undersigned hereby makes a claim against the City of Sheboygan arising out of the circumstances described in the Notice of Damage or Injury. The claim is for relief in the form of money damages in the total amount of \$ 1,082.99.

SIGNED



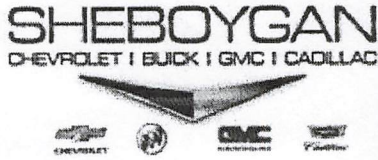
DATE:

11/30/2023

ADDRESS:

6007 Indigo Dr. Racine, WI 53406

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



Repair Estimate

12/13/2023

1:16 PM

Estimate#: AP802602	Estimate Date:	Odometer:
Vehicle: Yukon XL 2021/2023	VIN: 1GKS2JKL1MR175315	License#:
Customer#:	Advisor#:	
Address:	(H)	
	(B)	(Ext)

CUSTOMER QUOTE

Operation: **21CVZ03 Mount & Balance 1 Tire All**

LABOR HOURS: 0.30

Qty	Part Number	Part Description	Part Price	Ext Price
1	GM19456549	P27550226	297.28	297.28
1	GM23376234	WHEEL	702.75	702.75

Misc Code	Misc Description	Ext Price
ENVI	ENVIROMENTAL CHARGES	1.50

LABOR \$:	25.00
PARTS \$:	1,000.03
GOG \$:	0.00
MISC \$:	1.50
TAX \$:	56.46
SUBTOTAL \$:	1,082.99

TOTAL LABOR \$:	25.00
TOTAL PART \$:	1,000.03
TOTAL GOG \$:	0.00
TOTAL MISC \$:	1.50
TOTAL TAX \$:	56.46
ESTIMATE TOTAL \$:	1,082.99

Customer: Elissa Lois Nyara

Customer Phone: (262)914-2780

Item 14.

VIN: 1GKS2JKL1MR175315 Make: GMC Light Truck Model: Yukon XL

Year: 2021

Recommended Work Details

Line	Operation Code	Operation Description	Op Code Qualifier	Labor Price	Line Total
A (new)	MA44	REPLACEMENT OF LEFT REAR WHEEL AND TIRE	One	\$89.00	\$1,152.14

Part Number	Part Description	Quantity	Part Price
19456549	P27550226	1	\$297.28
23376234		1	\$701.35
			Miscellaneous Charges
			\$4.45
			Tax
			\$60.06

Total
\$1,152.14

File Attachments for Item:

15. R. C. No. 238-23-24 by Finance and Personnel Committee to whom was referred R. O. No. 84-23-24 by City Clerk submitting a claim from Charter Spectrum, for alleged damages to an aerial coax caused by a backhoe; recommends filing the claim.

**CITY OF SHEBOYGAN
R. C. 238-23-24**

BY FINANCE AND PERSONNEL COMMITTEE.

APRIL 3, 2024.

Your Committee to whom was referred R. O. No. 84-23-24 by City Clerk submitting a claim from Charter Spectrum, for alleged damages to an aerial coax caused by a backhoe; recommends filing the claim.

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. 84-23-24

BY CITY CLERK.

DECEMBER 18, 2023.

Submitting a claim from Charter Spectrum for alleged damages to an aerial coax caused by a backhoe.

DATE RECEIVED 12-13-23

RECEIVED BY MHC

Item 15.

CLAIM NO. #1229

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

1. Notice of death, injury to persons or to property must be filed not later than 120 days after the occurrence.
2. Attach and sign additional supportive sheets, if necessary.
3. This notice form must be signed and filed with the Office of the City Clerk.

4. TWO ESTIMATES MUST BE ATTACHED IF YOU ARE CLAIMING DAMAGE TO A VEHICLE.

1. Name of Claimant: CHARTER SPECTRUM
2. Home address of Claimant: N 20th ST + CLEVELAND AVE
3. Home phone number: 980-202-7708
4. Business address and phone number of Claimant: 5690 DTC BLVD, Suite 650E
GREENWOOD VILLAGE, CO 80111
5. When did damage or injury occur? (date, time of day) 09/27/23, 4:03pm
6. Where did damage or injury occur? (give full description) The DAMAGE
HAPPENED TO AN AERIAL COAX DAMAGED BY A BACKHOE
WHILE WORKING ON THE ROAD
7. How did damage or injury occur? (give full description) DAMAGED HAPPENED BY A BACKHOE WHILE THE
ROAD WAS BEING WORKED ON.
8. If the basis of liability is alleged to be an act or omission of a City officer or employee, complete the following:
 - (a) Name of such officer or employee, if known: _____
 - (b) Claimant's statement of the basis of such liability: _____
9. If the basis of liability is alleged to be a dangerous condition of public property, complete the following:
 - (a) Public property alleged to be dangerous: _____
 - (b) Claimant's statement of basis for such liability: _____

10. Give a description of the injury, property damage or loss, so far as is known at time. (If there were no injuries, state "NO INJURIES").

Item 15.

NO INJURIES

11. Name and address of any other person injured: _____

N/A

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

Auto: \$ _____

Property: \$ 4,501.28

Personal injury: \$ _____

Other: (Specify below) \$ _____

TOTAL \$ 4,501.28

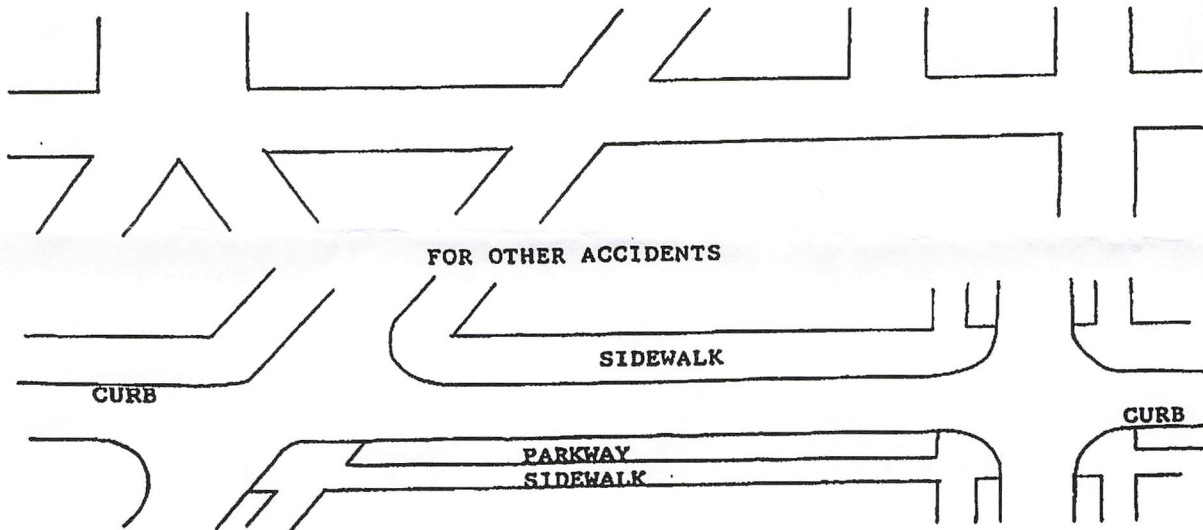
Damaged vehicle (if applicable)

Make: _____ Model: _____ Year: _____ Mileage: _____

Names and addresses of witnesses, doctors and hospitals: _____

FOR ALL ACCIDENT NOTICES, COMPLETE THE FOLLOWING DIAGRAM IN DETAIL. BE SURE TO INCLUDE NAMES OF ALL STREETS, HOUSE NUMBERS, LOCATION OF VEHICLES, INDICATING WHICH IS CITY VEHICLE (IF APPLICABLE), WHICH IS CLAIMANT VEHICLE, LOCATION OF INDIVIDUALS, ETC.

NOTE: If diagrams below do not fit the situation, attach proper diagram and sign.



SIGNATURE OF CLAIMANT Lucinda Robinson

DATE 12/05/93

DATE RECEIVED _____

RECEIVED BY _____

Item 15.

CLAIM NO. _____

CLAIM

Claimant's Name: Project Resources Group Auto \$ _____

Claimant's Address: 5690 DTC Blvd, STE Property \$ 4,501.28
Greenwood Village, CO 80111 650E Personal Injury \$ _____

Claimant's Phone No. 980-202-7708 Other (Specify below) \$ _____

TOTAL \$ _____

PLEASE INCLUDE COPIES OF ALL BILLS, INVOICES, ESTIMATES, ETC.

WARNING: IT IS A CRIMINAL OFFENSE TO FILE A FALSE CLAIM.
(WISCONSIN STATUTES 943.395)

The undersigned hereby makes a claim against the City of Sheboygan arising out of the circumstances described in the Notice of Damage or Injury. The claim is for relief in the form of money damages in the total amount of \$ 4,501.28.

SIGNED Rudie Robinson

DATE: 12/05/23

ADDRESS: 5690 DTC Blvd, Suite 650 E
Greenwood Village, CO 80111

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

File Attachments for Item:

16. R. C. No. 240-23-24 by Finance and Personnel Committee to whom was referred R. O. No. 93-23-24 by City Clerk submitting a claim from Charter/Spectrum for alleged damages to their aerial facilities due to a City backhoe excavating the road; recommends filing the claim.

**CITY OF SHEBOYGAN
R. C. 240-23-24**

BY FINANCE AND PERSONNEL COMMITTEE.

APRIL 3, 2024.

Your Committee to whom was referred R. O. No. 93-23-24 by City Clerk submitting a claim from Charter/Spectrum for alleged damages to their aerial facilities due to a City backhoe excavating the road; recommends filing the claim.

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. 93-23-24**

BY CITY CLERK.

JANUARY 15, 2024.

Submitting a claim from Charter/Spectrum for alleged damages their aerial facilities due to a City backhoe excavating the road.

DATE RECEIVED 1-5-24

RECEIVED BY MKC

Item 16.

CLAIM NO. 16-23

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

- 1. Notice of death, injury to persons or to property must be filed not later than 120 days after the occurrence.
- 2. Attach and sign additional supportive sheets, if necessary.
- 3. This notice form must be signed and filed with the Office of the City Clerk.

4. TWO ESTIMATES MUST BE ATTACHED IF YOU ARE CLAIMING DAMAGE TO A VEHICLE.

1. Name of Claimant: Charter / Spectrum

2. Home address of Claimant: _____

3. Home phone number: _____

4. Business address and phone number of Claimant: PO Box 955871 St. Louis, MO 63195 / phone: (980) 202-7702

5. When did damage or injury occur? (date, time of day) 10/2/2023 9:45 AM

6. Where did damage or injury occur? (give full description) N 20th St + Cleveland Ave Sheboygan, WI 53081

7. How did damage or injury occur? (give full description) Damage was caused by a backhoe while excavating on the road.

8. If the basis of liability is alleged to be an act or omission of a City officer or employee, complete the following:

(a) Name of such officer or employee, if known: _____

(b) Claimant's statement of the basis of such liability: See attached claim support package

9. If the basis of liability is alleged to be a dangerous condition of public property, complete the following:

(a) Public property alleged to be dangerous: _____

(b) Claimant's statement of basis for such liability: _____

10. Give a description of the injury, property damage or loss, so far as is known at time. (If there were no injuries, state "NO INJURIES").

Charter's Aerial facilities

11. Name and address of any other person injured: _____

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

Auto: \$ _____

Property: \$ _____

Personal injury: \$ _____

Other: (Specify below) \$ _____

TOTAL \$ 384.26

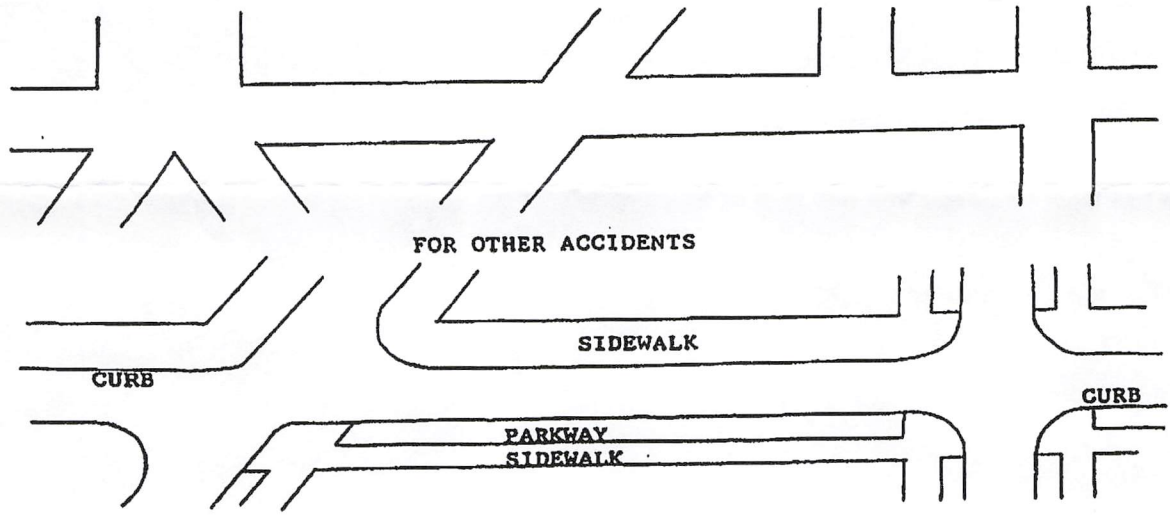
Damaged vehicle (if applicable)

Make: _____ Model: _____ Year: _____ Mileage: _____

Names and addresses of witnesses, doctors and hospitals: _____

FOR ALL ACCIDENT NOTICES, COMPLETE THE FOLLOWING DIAGRAM IN DETAIL. BE SURE TO INCLUDE NAMES OF ALL STREETS, HOUSE NUMBERS, LOCATION OF VEHICLES, INDICATING WHICH IS CITY VEHICLE (IF APPLICABLE), WHICH IS CLAIMANT VEHICLE, LOCATION OF INDIVIDUALS, ETC.

NOTE: If diagrams below do not fit the situation, attach proper diagram and sign.



SIGNATURE OF CLAIMANT _____ DATE _____

DATE RECEIVED _____

RECEIVED BY _____

Item 16.

CLAIM NO. _____

CLAIM

Claimant's Name: _____

Auto \$ _____

Claimant's Address: _____

Property \$ _____

Personal Injury \$ _____

Claimant's Phone No. _____

Other (Specify below) \$ _____

TOTAL \$ _____

PLEASE INCLUDE COPIES OF ALL BILLS, INVOICES, ESTIMATES, ETC.

**WARNING: IT IS A CRIMINAL OFFENSE TO FILE A FALSE CLAIM.
(WISCONSIN STATUTES 943.395)**

The undersigned hereby makes a claim against the City of Sheboygan arising out of the circumstances described in the Notice of Damage or Injury. The claim is for relief in the form of money damages in the total amount of \$ 381.20.

Project Resource Group
SIGNED Brandi Puro *obo Charter* **DATE:** 12/10/2003

ADDRESS: PO Box 955871 St. Louis MO 63195

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



5690 DTC Blvd., Suite 650E
Greenwood Village, CO 80111
Phone: 980-202-7702
Fax: (303) 379-7284

Outside Plant Damage Recovery

November 15, 2023

Sheboygan Public Works/ Clerk's Dept
828 Center Ave
Suite #100
Sheboygan Ave, WI 53081

RE: Damaged Facilities: Charter Spectrum
Site Location: N 20th St & Cleveland Ave, Sheboygan, WI 53081
Damage Date: October 2, 2023
PRG Claim# CHS-136132
Confirmation Code – AGCMG

To Whom It May Concern:

Project Resources Group has been retained by Charter Spectrum to assist in recovering costs associated with repairing and replacing Charter Spectrum facilities damaged by third parties. It is our primary responsibility to investigate damages and recover the costs of repairing and replacing the compromised facilities.

It has been determined that **Sheboygan Public Works** is responsible for the damage to Charter Spectrum facilities referenced above that occurred on **October 2, 2023**.

We understand that while **working** at the above referenced address, **Sheboygan Public Works** hit and damaged cable owned and operated by Charter Spectrum.

If you had General Liability or Automobile Insurance at the time of this incident, please submit this claim to them for their handling.

****Payment is due upon receipt.**

You may also make payment via a credit card; please see the attached form for completion. **To make an online payment please visit <https://opdpayments.prgconsulting.net> and use claim number and confirmation code listed above.**

Enclosed is an invoice itemizing the charges incurred for this damage. **Please make your check in the amount of \$ 0.00 payable to Charter Spectrum and mail it to the attention of:**

Spectrum
PO Box 955871
St Louis, MO 63195-5871

If you have questions or require additional information, please contact me at 980-202-7702. Thank you for your prompt attention to this matter.

Sincerely,

Brandi Evans, Claims Specialist
Project Resources Group Inc. - Outside Plant Damage Recovery Division
Direct: 980-202-7702
bevans@prgconsulting.net
Encl – Documentation & Available Photos



INVOICE



Please make check payable to: Spectrum

Remit to:	Spectrum PO Box 955871 St. Louis, MO 63195-5871	Invoice#:	CHS-136132
		Date:	November 15, 2023
		Conf Code:	AGCMG
		Bank:	BOK Financial
		Account #:	5892990000037
		Routing:	102000607
		Remit Email:	accounting@prgconsulting.net
	Terms: Due Upon Receipt		
	EIN: 43-1843179		

Responsible for Damages:
Sheboygan Public Works
2026 New Jersey Ave
Sheboygan Ave, WI 53081

Date & Address Where Damage Occurred:
10/2/2023 N 20th St & Cleveland Ave
Sheboygan, WI 53081

Labor and Material Costs:			
	<u>Units</u>	<u>Unit Rate</u>	<u>Amount</u>
<i>Internal Labor Costs</i>			
Maintenance Tech	2.00	\$55.00	\$110.00
Truck	1.00	\$110.00	\$110.00
Responding to Damage	1.00	\$13.35	\$13.35
Time Onsite	1.00	\$24.92	\$24.92
Compiling Interviews/Gathering Evidence	1.00	\$28.93	\$28.93
Damage Cost Procurement	1.00	\$21.81	\$21.81
Sub-Total			\$309.00
<i>Material Costs</i>			
CONN 500 (P3) F FEMALE,ADAPTER	2.00	\$9.87	\$19.74
Cable, Rg11 Tri Perf Prep Orng,77% UG Pe Reel Moq 1000	400.00	\$0.13	\$52.00
Connector Compression Rg11	2.00	\$1.71	\$3.42
NUTS 5/16IN,	2.00	\$0.05	\$0.10
Sub-Total			\$75.26
		Invoice Total	\$384.26

For questions regarding this invoice, please contact: Brandi Evans, 980-202-7702 or via email at bevans@prgconsulting.net



Damage Investigation Findings

PRG CLAIM: CHS-136132
DATE OF DAMAGE: 10/02/2023 09:45 AM
NOTIFICATION: 10/02/2023 11:43 AM
LOCATION: N 20th St & Cleveland Ave, Sheboygan, WI 53081
INVESTIGATOR: Jeremy DesJarlais

SUMMARY

On Wednesday, October 2nd, 2023, at 11:43 AM, I was notified by Charter Spectrum about damage at N 20th St & Cleveland Ave. Sheboygan, WI. 53081. The damage happened to an aerial coax damaged by a backhoe while working on the road.

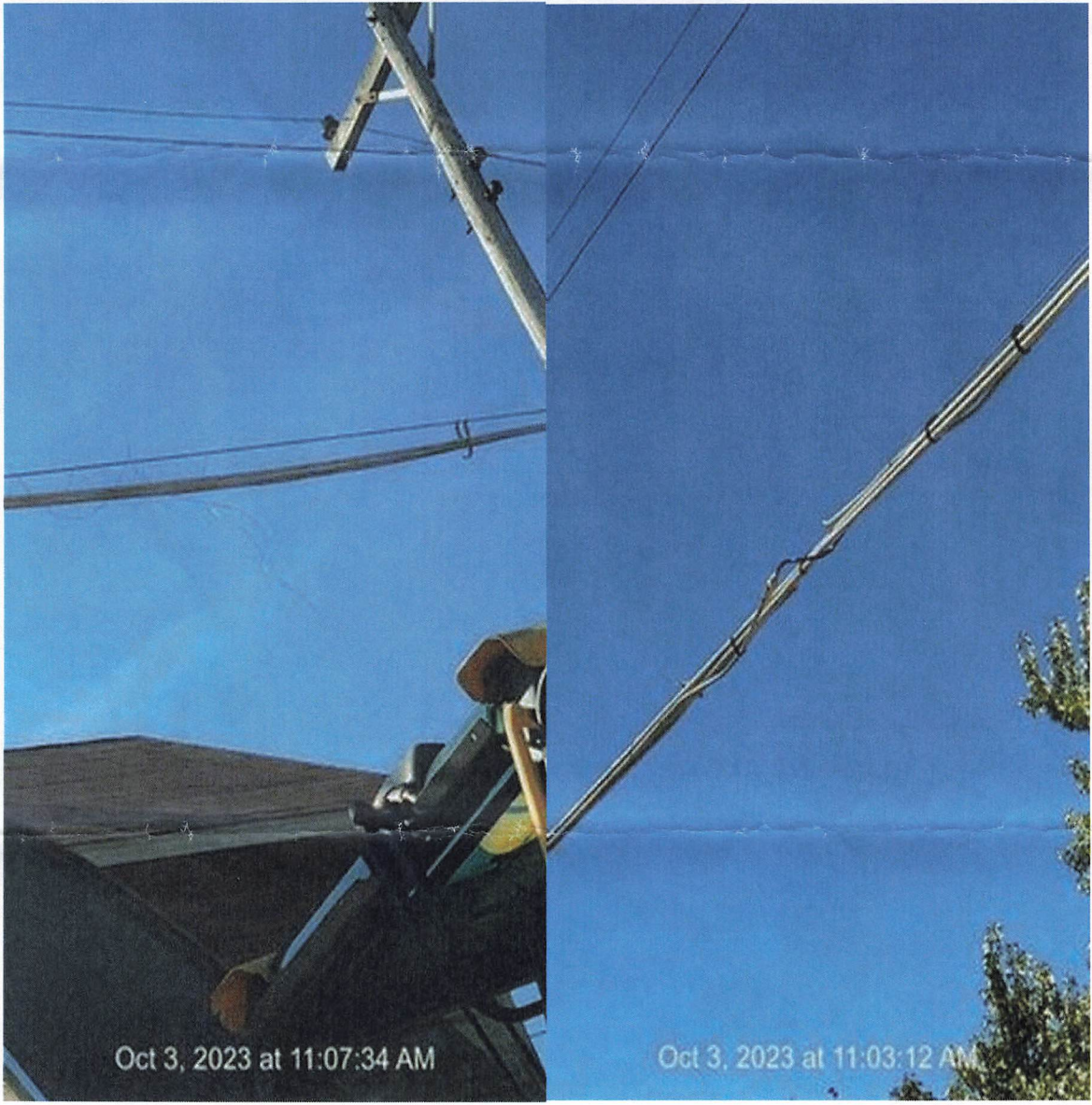


STATEMENTS

I arrived at the location of the damage on 10/03/2023 at approximately 11:00 AM. Upon arrival, I spoke with the backhoe operator on location, and he indicated he did in fact hit the overhead wire. This is a second call same location with two different damages being done to the same line. After reviewing my investigation photos and talking to Joel Kolste of Sheboygan Public Works on the phone, it has been determined, that the line that was hit was hit by the damaging company.

DETERMINATION

Based on the information gathered, it is my determination that Sheboygan Public Works is responsible for the damage to Charter Communication facilities and any costs associated with the repair or replacement of those facilities.



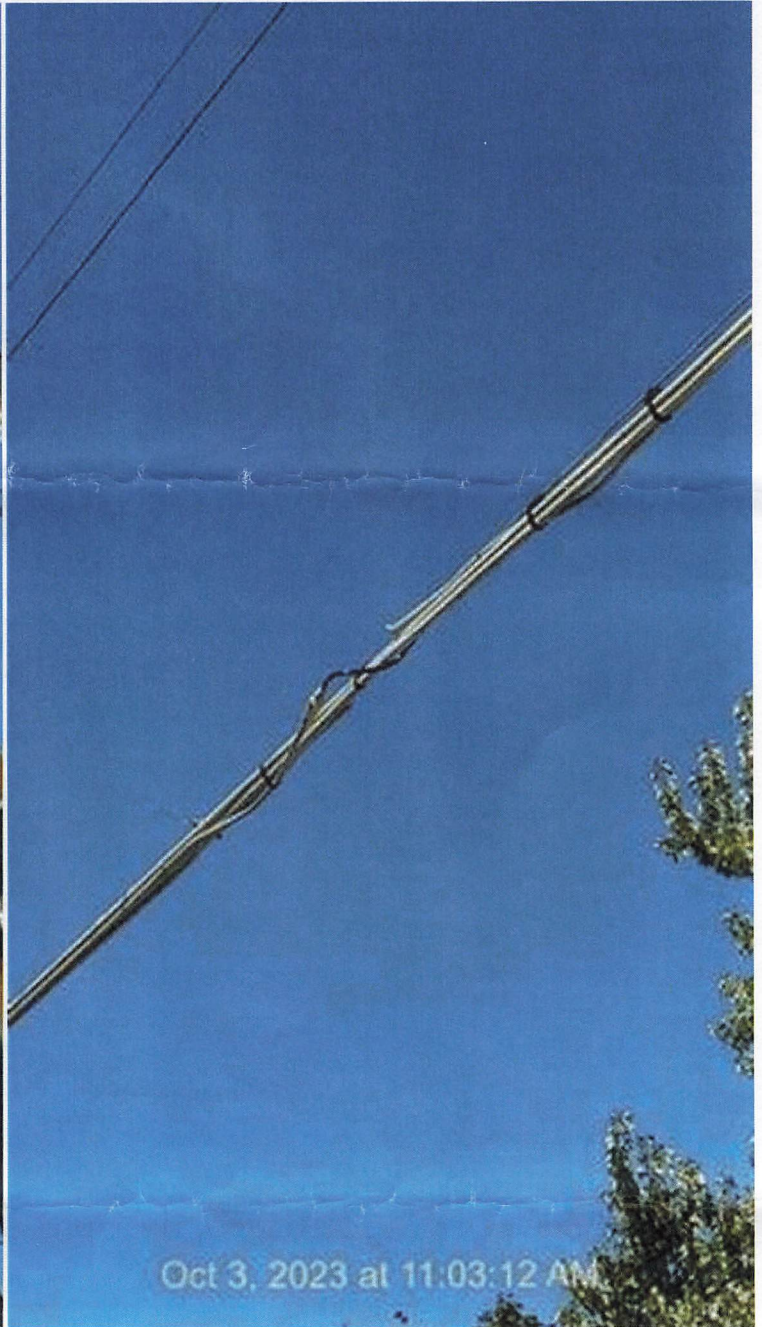
ROOT CAUSE

Aerial facility was not properly protected while work was performed.

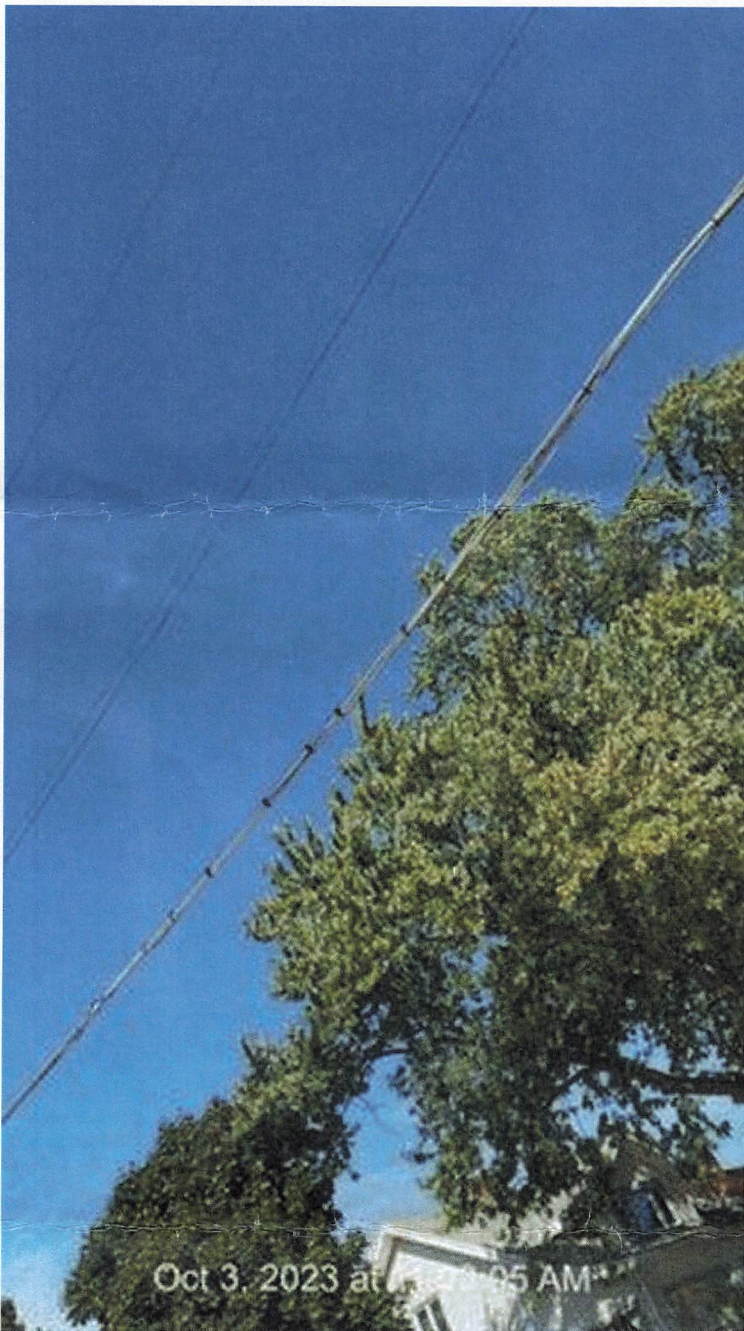




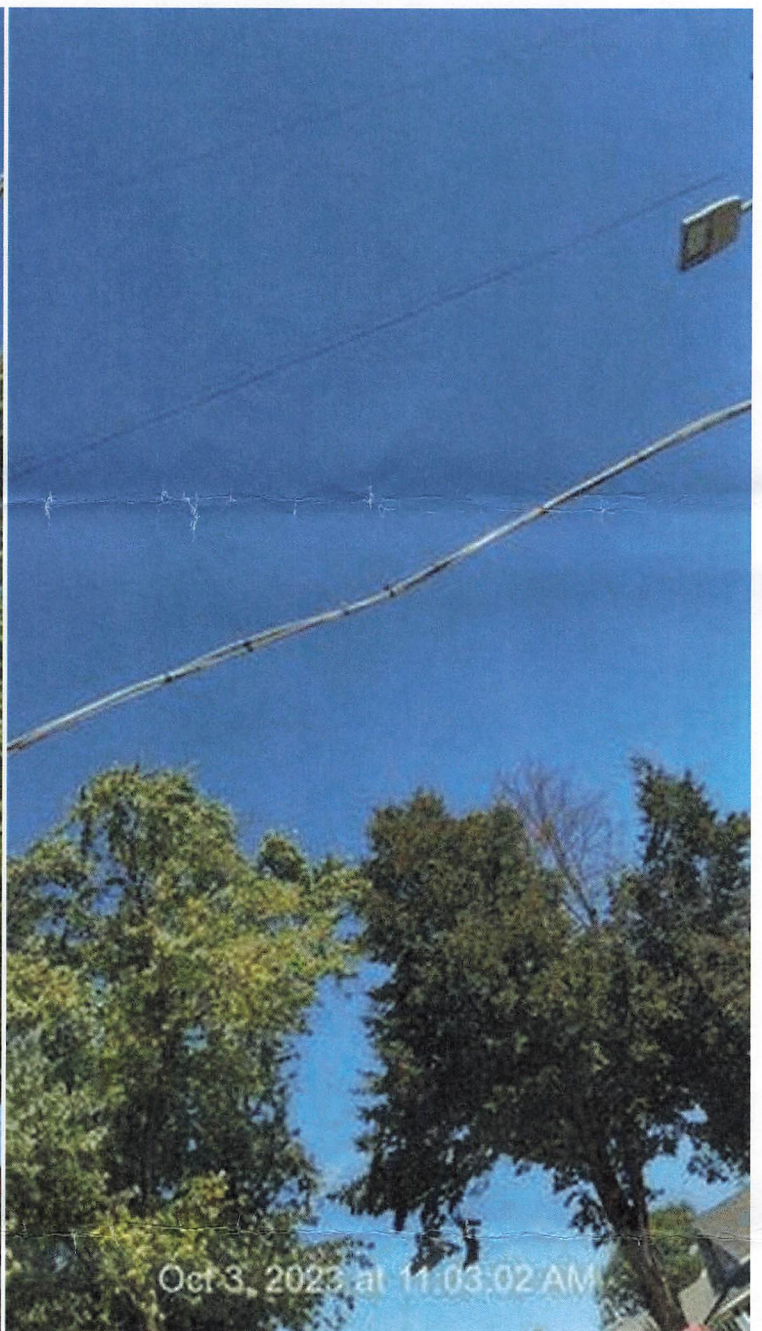
136132 - Investigator1.jpeg



136132 - Investigator2.jpeg



136132 - Investigator3.jpeg



136132 - Investigator4.jpeg



Oct 3, 2023 at 11:01:51 AM

136132 - Investigator5.jpeg



Oct 3, 2023 at 11:01:44 AM

136132 - Investigator6.jpeg

File Attachments for Item:

17. R. C. No. 239-23-24 by Finance and Personnel Committee to whom was referred R. O. No. 92-23-24 by City Clerk submitting a claim from Eric Bubb for alleged damages to his home from sewage water; recommends filing the claim.

**CITY OF SHEBOYGAN
R. C. 239-23-24**

BY FINANCE AND PERSONNEL COMMITTEE.

APRIL 3, 2024.

Your Committee to whom was referred R. O. No. 92-23-24 by City Clerk submitting a claim from Eric Bubb for alleged damages to his home from sewage water; recommends filing the claim.

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. 92-23-24**

BY CITY CLERK.

JANUARY 15, 2024.

Submitting a claim from Eric Bubb for alleged damages to his home from sewage water.

DATE RECEIVED

1-8-24

RECEIVED BY

MKC

Item 17.

CLAIM NO.

17-23

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

1. Notice of death, injury to persons or to property must be filed not later than 120 days after the occurrence.
2. Attach and sign additional supportive sheets, if necessary.
3. This notice form must be signed and filed with the Office of the City Clerk.

4. TWO ESTIMATES MUST BE ATTACHED IF YOU ARE CLAIMING DAMAGE TO A VEHICLE.

1. Name of Claimant: Eric Bubb
2. Home address of Claimant: 2230 Indiana ave
3. Home phone number: (920) 287-8877
4. Business address and phone number of Claimant: _____

5. When did damage or injury occur? (date, time of day) July 27th 2023 through current last contact Aug 8th 2023

6. Where did damage or injury occur? (give full description) Basement of home flooded with mud/sewage water.

7. How did damage or injury occur? (give full description) Massive hole dug in front yard (clay removed) leading into basement, back filled with aggregate.

8. If the basis of liability is alleged to be an act or omission of a City officer or employee, complete the following:

(a) Name of such officer or employee, if known: _____

(b) Claimant's statement of the basis of such liability: _____

9. If the basis of liability is alleged to be a dangerous condition of public property, complete the following:

(a) Public property alleged to be dangerous: _____

(b) Claimant's statement of basis for such liability: _____

10. Give a description of the injury, property damage or loss, so far as is known at time. (If there were no injuries, state "NO INJURIES").

Service pro cleanup (\$1381.53) Listed items destroyed (\$1000)
cleaning products & walking surfaces needed during 1 month wait for cleanup (\$457.62)

11. Name and address of any other person injured: _____

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

Auto:	\$ _____
Property:	\$ <u>1,000</u>
Personal injury:	\$ _____
Other: (Specify below (see #10 above))	\$ <u>1381.53 & 457.62</u>
TOTAL	\$ <u>2839.15</u>

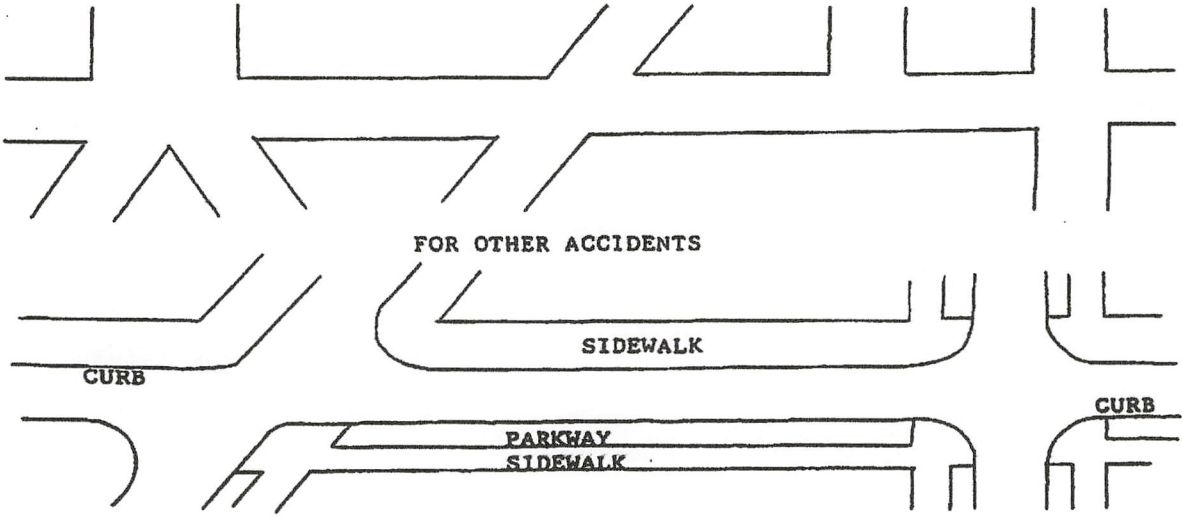
Damaged vehicle (if applicable)

Make: _____ Model: _____ Year: _____ Mileage: _____

Names and addresses of witnesses, doctors and hospitals: _____

FOR ALL ACCIDENT NOTICES, COMPLETE THE FOLLOWING DIAGRAM IN DETAIL. BE SURE TO INCLUDE NAMES OF ALL STREETS, HOUSE NUMBERS, LOCATION OF VEHICLES, INDICATING WHICH IS CITY VEHICLE (IF APPLICABLE), WHICH IS CLAIMANT VEHICLE, LOCATION OF INDIVIDUALS, ETC.

NOTE: If diagrams below do not fit the situation, attach proper diagram and sign.



SIGNATURE OF CLAIMANT Cor Bell DATE 1/8/24

DATE RECEIVED _____

RECEIVED BY _____

Item 17.

CLAIM NO. _____

CLAIM

Claimant's Name: Eric Bubbs

Auto \$ -

Claimant's Address: 2230 Indiana ave

Property \$ 1,000

Sheboygan, WI 53081

Personal Injury \$ -

Claimant's Phone No. (920) 287-8877

Other (Specify below) \$ 1381.53 ~~457.62~~

TOTAL \$ 2839.15

PLEASE INCLUDE COPIES OF ALL BILLS, INVOICES, ESTIMATES, ETC.

WARNING: IT IS A CRIMINAL OFFENSE TO FILE A FALSE CLAIM.
(WISCONSIN STATUTES 943.395)

The undersigned hereby makes a claim against the City of Sheboygan arising out of the circumstances described in the Notice of Damage or Injury. The claim is for relief in the form of money damages in the total amount of \$ 2839.15.

attachment #1 - serve pro Bill
#2 - receipts for supplies
#3 - list of damages
(photos available)

SIGNED Eric Bubbs

DATE: 1/8/24

ADDRESS: 2230 Indiana ave Sheboygan, WI 53081

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

attachment # 1

Item 17.



SERVPRO of Milwaukee North

N92W15600 Megal Dr
Menomonee Falls, WI 53051
(262) 250-1101
servpromilwaukeeorth.com

INVOICE

BILL TO
Eric Bubb
2230 Indiana Ave
Sheboygan, WI 53081

INVOICE 612624
DATE 09/06/2023
TERMS Due on receipt
DUE DATE 09/06/2023

SERVICE	AMOUNT
Water Restoration	381.53

SUBTOTAL	381.53
TAX	0.00
TOTAL	381.53

BALANCE DUE \$381.53

Estimate Summary

Estimate 2504	1,381.53
Invoice 612581	1,000.00
This invoice 612624	\$381.53
Total invoiced	1,381.53

attachment #2

Item 17.



How doers get more done.



How doers get more done.

4025 HIGHWAY 28
KOHLER, WI 53044 (920)451-0624

4924 00052 72984 08/07/23 04:40 PM
SALE SELF CHECKOUT

884969432061 SOFT FESCUE <A>
SOFT FESCUE 6 FT. X 8 FT. ARTIFICIAL
2@99.98 199.96

SUBTOTAL 199.96
SALES TAX 11.00
TOTAL \$210.96
CASH 211.00
CHANGE DUE 0.04

4924 08/07/23 04:40 PM



4924 52 72984 08/07/2023 2146

RETURN POLICY DEFINITIONS
POLICY ID DAYS POLICY EXPIRES ON
A 1 90 11/05/2023

DID WE NAIL IT?

Take a short survey for a chance TO WIN
A \$5,000 HOME DEPOT GIFT CARD

Opine en español

www.homedepot.com/survey

User ID: H86 151181 146309
PASSWORD: 23407 146257

Entries must be completed within 14 days
of purchase. Entrants must be 18 or
older to enter. See complete rules on
website. No purchase necessary.

4025 HIGHWAY 28
KOHLER, WI 53044 (920)451-0624

4924 00052 73669 08/08/23 08:16 AM
SALE SELF CHECKOUT

9326265213629 75L WP TOTE <A>
75L/79.3QT WATERPROOF CLEAR TOTE
6@29.98 179.88
731161055577 PRO TOTE RED <A,S> 29.98
HUSKY 20 GAL PRO DUTY TOTE - RED
732109900188 FRSHLNGAL <A>
ODOBAN DISINFECT FRESH LINEN 128OZ
2@9.98 19.96
025469082114 ECLBSPY32OZ <A> 3.98
ECOLAB HEAVY DUTY SPRAY BOTTLE 32OZ

SUBTOTAL 233.80
SALES TAX 12.86
TOTAL \$246.66
CASH 300.00
CHANGE DUE 53.34

4924 08/08/23 08:16 AM



4924 52 73669 08/08/2023 2560

RETURN POLICY DEFINITIONS
POLICY ID DAYS POLICY EXPIRES ON
A 1 90 11/06/2023

DID WE NAIL IT?

Take a short survey for a chance TO WIN
A \$5,000 HOME DEPOT GIFT CARD

Opine en español

www.homedepot.com/survey

User ID: H86 152551 147679
PASSWORD: 23408 147627

Entries must be completed within 14 days
of purchase. Entrants must be 18 or
older to enter. See complete rules on
website. No purchase necessary.

Reciepts for
cleaning supplies
and walking surfaces
for continued use of
Basement during
1 month wait for
cleanup using
the suggested agent
Seive pro

wrapping paper 8 rolls
 socks 3 bags
 T shirts 1 Bag
 Rugs 3
 Cabinet 1
 cloths various (picture)
 Hamster and contents (picture)
 dining table 1
 various debris found floating 1 can
 child's potties 2
 Rock polishing KIT 1
 antique foot stool 1
 Box of light fixtures 1

damages: \$1000

serve pro cleanup

COST: ~~1300~~
\$1381.53

purchased astro turf

for continued use while waiting for
cleanup (1 month)

COST \$457.62

Total \$2839.15

File Attachments for Item:

18. R. C. No. 244-23-24 by Public Works Committee to whom was referred Res. No. 194-23-24 by Alderpersons Dekker and Rust authorizing the appropriate City officials to enter into a contract with Foth Infrastructure and Environment, LLC for the Sheboygan Southside Sewer System Phases 1 and 2 Design; recommends adopting the Resolution.

**CITY OF SHEBOYGAN
R. C. 244-23-24**

BY PUBLIC WORKS COMMITTEE.

APRIL 3, 2024.

Your Committee to whom was referred Res. No. 194-23-24 by Alderpersons Dekker and Rust authorizing the appropriate City officials to enter into a contract with Foth Infrastructure and Environment, LLC for the Sheboygan Southside Sewer System Phases 1 and 2 Design; 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 194-23-24**

BY ALDERPERSONS DEKKER AND RUST.

MARCH 18, 2024.

A RESOLUTION authorizing the appropriate City officials to enter into a contract with Foth Infrastructure and Environment, LLC for the Sheboygan Southside Sewer System Phases 1 and 2 Design.

RESOLVED: That the Mayor and City Clerk are hereby authorized to enter into the attached contract with Foth Infrastructure and Environment, LLC for the Sheboygan Southside Sewer System Phases 1 and 2 Design.

BE IT FURTHER RESOLVED: That the Finance Director is authorized to draw funds not to exceed \$850,000.00 from Account No. 630361-641100 (Wastewater Fund – Wastewater – Improvements Other Than Buildings).

BE IT FURTHER RESOLVED: That the City’s Civil Engineer/Project Manager is appointed as the City’s Authorized Representative pursuant to Section 2.2 of the contract with Foth Infrastructure and Environment, LLC.

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 Title (the "Project"): Southside Interceptor Sewer Design **FOTH Project Number:** _____
CLIENT Project Number: _____
(If applicable) _____

This Agreement for Services (hereinafter "Agreement") is made and entered into this ___ day of April, 2024, by and between **FOTH INFRASTRUCTURE & ENVIRONMENT, LLC**, (hereinafter "Consultant") and City of Sheboygan, (hereinafter "Client"), for the services described under the Scope of Services (the "Services").

CLIENT: City of Sheboygan
Address: Department of Public Works, 2026 New Jersey Avenue, Sheboygan, WI 53081-4714
Phone No: 920-459-3367 **Email Address:** kevin.jump@sheboyganwi.gov

Scope of Services: Client hereby agrees to retain Consultant to perform the following Services:
 Surveying and engineering design services in accordance Foth's February 14, 2024 Proposal (Exhibit A)



Schedule: Services shall be performed according to the following schedule:
 Work shall begin upon authorization to proceed and will be completed in accordance with the schedule in Exhibit A

Compensation: In consideration of these Services, the Client agrees to pay Consultant compensation as follows:
 Lump-Sum in the amount of \$ _____ .00
 Unit Cost/Time Charges (Standard Rates)
 Unit Cost/Time Charges (Standard Rates) for an estimated cost of \$800,000.00 to \$850,000.00
 Other as stated here: _____

Special Conditions (if any): _____

The attached Agreement for Services Standard Terms and Conditions, along with any Exhibits, is made a part hereof and incorporated into this Agreement.

IN WITNESS WHEREOF, this Agreement is accepted on the date last written below, subject to the terms and conditions above stated and the provisions set forth herein.

<p>CLIENT</p> <p>Signed: _____</p> <p>Name (printed): _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p>CONSULTANT</p> <p>Signed:  _____</p> <p>Name (printed): <u>Thomas J. Ludwig</u></p> <p>Title: <u>State Operations Director</u></p> <p>Date: <u>3/8/2024</u></p> <p>Signed:  _____</p> <p>Name (printed): <u>Carrie L. Voskuil</u></p> <p>Title: <u>Senior Contracts Manager</u></p> <p>Date: <u>3/8/2024</u></p>
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**AGREEMENT FOR SERVICES
STANDARD TERMS AND CONDITIONS**

1.0 Commencement of Services - The Services will commence consistent with the schedule referenced herein or as otherwise agreed to by the parties, upon receipt of this signed Agreement. If after commencement of the Services, the Project is delayed for any reason beyond the control of Consultant for more than sixty (60) days, the terms and conditions contained herein are subject to revision by Consultant.

1.1 Standard of Care - The standard of care for any professional Services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no other warranties, express or implied, under this Agreement or otherwise, in connection with any Services performed or furnished by Consultant. Subject to the standard of care, Consultant and its sub-consultants may use and rely upon data, reports, design elements and information ordinarily or customarily furnished by others, including, but not limited to Client, Client's other contractors or consultants, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

Consultant shall not be required to sign any document, no matter by whom requested, that would result in the Consultant having to certify, guarantee, or warrant the existence of conditions whose existence the Consultant cannot ascertain.

1.2 Compliance with Laws - In performing the Services under this Agreement, Consultant shall comply with any and all applicable federal, state, and local statutes, ordinances, plans, and regulations.

2.0 Client Responsibilities - Client shall provide, at Client's expense, all criteria, design, and construction standards including full information as to Client's requirements for the Project, including all document specifications. The provision or production of such data or information is not included in the Services, except where explicitly referenced in the Scope of Services. As stated in Section 1.1, Consultant shall be entitled to rely upon such data and information in the performance of the Services and shall not be liable for any incorrect advice, judgment or decision based on any inaccurate information furnished by Client, Client's agents or Client's other consultants. Such data and information shall include but not be limited to the following:

- a. If not included in the Scope of Services, a complete survey of the Project site which shall include but not be limited to easements, right-of-way, encroachments, zoning and deed restrictions, subterranean structures or utilities, existing buildings and improvements.
- b. If not included in the Scope of Services, soils data, laboratory tests, reports and inspections of samples, materials or other items, with appropriate professional interpretations.
- c. Legal counseling services necessary for the Project including legal review of the construction contract documents.
- d. Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.
- e. If not included in the Scope of Services, permits and approvals from any authorities having jurisdiction over the Project.

2.1 Right of Entry - Client shall provide for entry for the employees, agents and subcontractors of Consultant and for all necessary equipment.

2.2 Client Authorized Representative - Client shall designate a person authorized to act as Client's representative. Client or his representative shall receive and examine documents submitted by Consultant and shall be empowered to interpret and define Client's policies and render decisions and authorizations in writing promptly to prevent unreasonable delay in the progress of Consultant's Services. Client shall give prompt written notice to Consultant whenever Client observes or otherwise becomes aware of any defect in the Project, Services or other event which may substantially affect Consultant's performance of Services under this Agreement.

3.0 Fees and Payment

3.1 Invoice Payment Due - Client shall compensate Consultant for Services and expenses rendered under this Agreement. Consultant's fee for Services will be based on Consultant's rates currently in effect at the time the

Services are done; lump sum or other schedules as identified under the Compensation section. Rates of Consultant are subject to annual revision. Payment shall be due within thirty (30) days after the date of invoice describing the Services performed and expenses incurred during the preceding invoice period.

3.2 Failure to Pay. Client agrees that timely payment is a material term of this Agreement and that failure to make timely payment as agreed constitutes a breach hereof. In the event payment for Services rendered has not been made within thirty (30) days from the date of invoice, Consultant may, after giving seven (7) days' written notice to Client and without penalty or liability of any nature, and without waiving any claim against Client, suspend all work on all Services as set forth herein. Upon receipt of payment in full for Services rendered, plus interest charges, Consultant will continue with Services. Payment of all compensation due Consultant pursuant to this Agreement shall be a condition precedent to Client using any of Consultant's work product and/or deliverables under this Agreement.

3.3 Interest on Late Payments - In order to defray carrying charges resulting from delayed payments, simple interest at the maximum rate allowed by law will be added to the unpaid balance of each invoice. The interest period shall commence thirty (30) days after the date of the original invoice and shall terminate upon date of payment. Payments will be first credited to interest and then to principal.

4.0 Insurance/Limitation of Consultant's Liability - Consultant will maintain the following insurance coverages:

- a. Worker's compensation insurance pursuant to state law.
- b. Comprehensive automobile and vehicle liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including onsite and offsite operations, and owned, non-owned, or hired vehicles, with \$1,000,000 combined single limits.
- c. Commercial general liability insurance covering claims for injuries to members of the public or damage to property of others arising out of any covered negligent act or omission of Consultant or of any of its employees, agents, or subcontractors, with \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
- d. Professional liability insurance, if applicable, of \$1,000,000 per claim and in the aggregate.

4.1 Liability Limits - Notwithstanding any provision in this Agreement to the contrary, Client and Consultant each agree not to assert against the other any claim, demand or suit for consequential, incidental, indirect or special damages arising from any aspect of the performance or nonperformance of the other party or any third-party engaged by such other party under this Agreement, and each party hereto waives any such claim, demand or suit against the other in connection with this Agreement.

4.2 Waiver of Subrogation - To the extent permitted by the parties' respective insurance policies in place on the effective date of this Agreement and subsequently renewed on the same or substantially similar terms, both parties hereby waive all rights against each other for recovery of any damages caused by casualty or other perils to the extent covered by that party's insurance (i.e., damage to the Client covered by the Client's insurance and damage to Consultant covered by Consultant's insurance) applicable to the work done pursuant to this Agreement, except such rights as the party may have to the proceeds of the insurance and to the extent necessary to recover amounts relating to deductibles or self-insured retentions applicable to insured losses.

5.0 Indemnification - Consultant, to the fullest extent permitted by law, shall indemnify and defend Client and any of Client officers, directors, employees and agents from and against claims, losses, damages, and liabilities, including legal fees and expenses, for third party claims of bodily injury, sickness, or death, and property damage or destruction to the extent caused by the negligent acts or omissions of Consultant or Consultant's separate contractors or anyone for whose acts any of them may be liable.

6.0 Hazardous Materials - Client hereby understands and agrees that Consultant has not created nor contributed to the creation or existence of any types of hazardous or toxic wastes, materials, chemical compounds, or substances, or any other type of environmental hazard or pollution ("Hazardous Materials"), whether latent or patent, at Client's premises, or in connection with or related to the Project with respect to which Consultant has been retained to provide Services. Therefore, to the fullest extent permitted by law, except for Hazardous Materials introduced onto the site by Consultant and not required or permitted in the performance of Consultant's Services, Client agrees to indemnify, and hold Consultant, its officers, directors, shareholders, employees, and Consultants, harmless from and against any and all claims, damages, and expenses, whether direct, indirect, consequential or

otherwise, including, but not limited to, attorney fees and court costs, arising out of, or resulting from the discharge or escape or release, of Hazardous Materials. Nothing contained within this Agreement shall be construed or interpreted as requiring Consultant to assume the status of a generator, transporter, or owner or operator of a treatment, storage or disposal facility, as those terms appear within the Resource Conservation and Recovery Act, 42 U.S.C.A., §6901 et seq., as amended, or within any State statute governing the generation, treatment, storage, and disposal of waste.

7.0 Design Without Construction Phase Services - Notwithstanding any provisions in this Agreement to the contrary, if this Project involves construction and Consultant is not retained to provide construction phase services including, but not limited to, observation, site visits, shop drawing review, and design clarifications, Client agrees that Consultant shall be responsible only for those construction phase services expressly required in Consultants Scope of Services. With the exception of such expressly required Services, Consultant shall have no design, shop drawing review, or other obligations during construction, and Client assumes all responsibility for construction phase services. Client waives all claims against the Consultant that may be connected in any way to construction phase services except for those Services that are expressly required in Consultants Scope of Services.

8.0 Documents- Ownership of Work Product and Proprietary Information - The deliverables prepared under this Agreement shall become the property of the Client only upon completion of the invoiced Services and payment in full of all monies due to Consultant on such invoice. In the event Client reuses or makes any modifications to the deliverables without prior written authorization of Consultant, the Client agrees, to the fullest extent permitted by law, to indemnify and hold Consultant, its consultants, agents, officers, directors, shareholders and employees harmless from any claim, liability or cost (including reasonable attorneys' fees and defense costs) arising or allegedly arising out of any unauthorized reuse or modifications of Consultant's Services, work product, and/or deliverables by the Client or any person or entity that acquires or obtains the such work product and/or deliverables from or through the Client without the written authorization of Consultant.

Notwithstanding the foregoing Consultant's liability to Client for any computer programs, software products, or related data furnished hereunder is limited solely to the correction of residual errors, minor maintenance, or update(s) as agreed. CONSULTANT MAKES NO WARRANTIES OF ANY KIND, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE, or against infringement, with respect to computer programs, software products, related data, technical information, or technical assistance provided by Consultant under this agreement. The Consultant will take reasonable precautions to prevent the transmission of any virus, or other contamination with the exchange of electronic media, but Consultant makes no assurances that those precautions are adequate to assure a contamination free transmission. Consultant retains title and interest in all of its standard details, plans, specifications, methodologies, tools, and computation documents, whether in written or electronic form, which have been incorporated into the documents and instruments of service, but which were developed by Consultant independent of this Agreement.

9.0 Injury to Workers on Project Consultant has no responsibility for site safety or for the means and methods employed by Client's construction contractor(s). Client agrees that Consultant will be named as an additional insured on construction contractor's insurance policy for Commercial General Liability and Builders All Risk Liability, and Client agrees to insert into all contracts for construction between Client and construction contractor(s) arising out of these Services a provision requiring the construction contractor(s) to defend, indemnify, and hold harmless both Client and Consultant from any and all actions arising out of the construction Project, including, but not limited to, injury to or death of any worker on the job site, not caused by the sole negligence of Client or Consultant,. Client will be responsible for any damages caused by Client's failure to comply with the above requirements.

10.0 Probable Construction Costs Opinions - Any opinion of the construction cost prepared by Consultant represents his judgment and is supplied for the general guidance of the Client. Since Consultant has no control over the cost of labor and material, or over competitive bidding or market conditions, Consultant does not guarantee that bids or actual construction costs to the Client will not vary from Consultant's opinions of probable cost. If the Client desires greater assurance as to construction costs, Client shall employ an independent cost estimator.

11.0 Site Visits - Visits to the construction site and observations made by Consultant as part of Services during construction under this Agreement shall not make Consultant responsible for the obligation to conduct, comprehensive monitoring of the work of the contractor(s) sufficient to ensure conformance with the intent of the construction contract documents, and shall not make Consultant responsible for, nor relieve the construction

contractor(s) of the full responsibility for, constructions means, methods, techniques, sequences, and procedures necessary for coordinating and completing portions of the contractor(s) work under the construction contract documents, and for all safety precautions incidental thereto. Such visits by Consultant are not to be construed as part of the observation duties of the on-site observation personnel defined below.

12.0 On-Site Observation - When Consultant provides on-site observation personnel as part of Services during construction under this Agreement, the on-site observation personnel will make reasonable efforts to advise Client of observed defects and deficiencies in the work of the contractor(s), and to help determine if the provisions of the construction contract documents are being fulfilled. Consultant shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of any construction work and Consultant's obligations are limited to becoming generally familiar with the progress of the construction. Consultant's observation will not cause Consultant to be responsible for those duties and responsibilities which belong to the construction contractor(s), including, but not limited to, full responsibility for the means, methods, techniques, sequences, and progress of construction, and the safety precautions incidental thereto, and for performing the construction work in accordance with the construction contract documents.

13.0 Termination or Abandonment - If any portion of the Services or Project is terminated or abandoned by Client, the provisions of these Terms and Conditions in regard to compensation and payment shall apply insofar as possible to that portion of the work not terminated or abandoned. If said termination occurs prior to completion of any phase of the Project, the fee for Services performed during such phase shall be based on Consultant's reasonable estimate of the portion of such phase completed prior to said termination, plus a reasonable amount to reimburse Consultant for termination costs.

This Agreement may be terminated by either party if the other party fails to fulfill its obligations under this Agreement through no fault of the terminating party. No such termination may be effected unless the other party is given not less than ten calendar days written notice of intent to terminate and an opportunity for correcting the default (plus such additional time as is reasonably necessary to correct the default, other than any payment default) and for consultation with the terminating party before termination. Consultant shall be paid for Services performed to the termination date including reimbursable expenses due plus termination expenses.

13.1 Insufficient Funding Termination - If funds for the continued fulfillment of this Agreement are at any time not forthcoming or are insufficient, through failure of any entity, including the Client itself, to appropriate funds or otherwise, then the Client shall have the right to terminate this Agreement without penalty by giving prior written notice documenting the lack of funding. Client will provide at least thirty (30) days written notice of such termination. Client will ensure reasonable efforts to ensure appropriated funds are available.

14.0 Jurisdiction - This Agreement shall be governed by the laws of the State of the Project.

14.1 Notices - Any notice required by this Agreement shall be made in writing to the individuals and addresses specified below:

- i. City of Sheboygan: City Clerk, City of Sheboygan, 828 Center Ave., Sheboygan, WI 53083
- ii. Foth Infrastructure & Environment, LLC : 2121 Innovation Ct., Suite 300, De Pere, WI 54115 Attn: Chief Risk Officer
- iii. Nothing in this Section shall be construed as limiting or prohibiting communication between the parties in the ordinary course of the Agreement.

15.0 Dispute Resolution - The parties will use good faith efforts to resolve any dispute, controversy or claim arising out of or relating to this Agreement or the relationship between the parties (a "Dispute") through negotiation. To invoke the dispute resolution procedures in this section, one party must give the other party a written notice of its intent to negotiate. The notice will include a detailed description of the Dispute and a proposed resolution. Within five (5) business days after delivery of the notice, each party will designate a senior executive with authority to resolve the Dispute. The designated executives will engage in discussions in an effort to resolve the Dispute. If the designated executives do not agree on a resolution within twenty (20) days after the dispute notice has been delivered, the parties may agree to submit the Dispute to non-binding mediation by any mutually agreed-upon mediator, rules and location. Any mediation fees and expenses will be allocated and paid by the parties equally. If the parties do not reach a resolution through negotiation or mediation, either party may pursue all remedies available under this Agreement, at law or in equity in a court of competent jurisdiction. Each party hereby irrevocably waives its rights to trial by jury in any Dispute or proceeding arising out of this agreement or the transactions relating to its subject matter.

15.1 Open Records - Both parties understand that the Client is bound by the Wisconsin Public Records Law and, as such, this contract is subject to that law. Consultant acknowledges that it is obligated to assist the Client in retaining and producing records that are subject to the Wisconsin Public Records Law, and that the failure to do so shall constitute a material breach of the contract, and that Consultant must defend and hold the Client harmless from liability under that law resulting from Consultant's action or inaction with respect to public records in its sole control. Except as otherwise authorized, those records shall be maintained for a period of seven (7) years after receipt of final payment under this Agreement.

16.0 Waiver - Consultant's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.

17.0 Successors and Assigns - All of the terms, conditions, and provisions hereof shall inure to the benefit of and be binding upon the parties hereto, and their respective successors and assigns, provided, however, that no assignment of this Agreement shall be made without written consent of the parties to this Agreement.

18.0 Severability - If any provision of this Agreement is declared invalid, illegal, or incapable of being enforced by any Court of competent jurisdiction, all of the remaining provisions of this Agreement shall nevertheless continue in full force and effect, and no provision shall be deemed dependent upon any other provision unless so expressed herein.

19.0 Force Majeure - Neither party to this Agreement will be liable to the other party for delays in performing the Services, or for the direct or indirect cost resulting from such delays, that may result from acts of God, acts of governmental authorities, extraordinary weather conditions or other natural catastrophes, or any other cause beyond the reasonable control or contemplation of either party. Each party will take reasonable steps to mitigate the impact of any force majeure. Consultant's schedule and compensation under this Agreement will be equitably adjusted in the event of any such delay.

20.0 Entire Agreement - This Agreement, and its attachments, constitutes the entire understanding between Client and Consultant relating to Services to be provided by Consultant and, excepting only confidentiality agreements between the parties pertaining to the Project, supersede any prior or contemporaneous agreements, promises, negotiations, or representations not expressly set forth herein. Subsequent modifications or amendments to this Agreement must be in writing and signed by the parties to this Agreement. The foregoing notwithstanding, if the Client, its officers, agents, or employees request Consultant to perform extra work or Services pursuant to this Agreement, Client will pay for the additional Services even though an additional written Agreement is not issued or signed. The obligations of Consultant under this Agreement shall survive in accordance with applicable State statutes.

**FOTH INFRASTRUCTURE AND ENVIRONMENT, LLC
2024 HOURLY RATE SCHEDULE**

<u>CLASSIFICATION</u>	<u>HOURLY RATE</u>
Principal	\$248 - \$259
Project Manager	\$190 - \$248
Project Engineer	\$159 - \$248
Staff Engineer	\$131 - \$162
Planner	\$131 - \$214
Project Scientist	\$131 - \$173
Technician	\$88 - \$181
Construction Manager	\$137 - \$188
Land Surveyor	\$150 - \$212
Project Administrator	\$85 - \$106
Administrative Assistant	\$64

REIMBURSABLE EXPENSES

1. All equipment, field service vehicles, materials and supplies used in the performance of work on this project will be billed at cost.
2. Auto mileage will be reimbursed per the Internal Revenue Service standard mileage reimbursement rate.
3. Charges for outside services such as soils and materials testing, fiscal, legal and all other direct expenses will be invoiced at cost plus 10%.

ADJUSTMENTS TO FEE SCHEDULE

1. Fee schedule effective January 1, 2024. Rates subject to change annually on January 1.

Ballpark Commons Office Building
7044 South Ballpark Drive, Suite 200
Franklin, WI 53132
(414) 336-7900
foth.com

February 14, 2024

Mr. Kevin Jump, P.E., Civil Engineer/Project Manager
City of Sheboygan
2026 New Jersey Avenue
Sheboygan, WI 53081

Re: Proposal for City of Sheboygan, WI Southside Sanitary Sewer System Phases 1 and 2 Design

Dear Kevin:

Foth Infrastructure & Environment, LLC (Foth) is pleased to provide the City of Sheboygan with the following proposal to provide design engineering services for the Southside Sanitary Sewer System Phases 1 and 2 Project. Phases 1 and 2 are shown on the enclosed map. This proposal identifies the main project tasks and provides an estimated level of effort for the Foth team to complete the pipeline design.

Project Understanding

The proposed Southside Sanitary Sewer System Phases 1 and 2 project is the recommended Alternative from the facility plan that is currently under review for approval by the WDNR. It is a new sanitary sewer interceptor pipeline that is proposed to provide service to existing and future commercial, industrial, and residential properties in southwest Sheboygan. The project will consist of approximately 23,000 linear feet of gravity sewer pipe ranging from 18-inch diameter at the upstream end to 42-inch diameter at the treatment facility as shown in red on the attached Exhibit map. The design effort will consist of the following scope.

- Project management
 - Meetings
 - Progress reports
 - Agency/Stakeholder coordination.

- Survey
 - Utility locates
 - Topography (control performed under separate contract)
 - Drone aerial survey
 - Title searches
 - Easement descriptions and exhibits
 - Easement layout and field stakeout

- Environmental
 - Water quality
 - Wetlands (Mitigation/Permitting)

- Permitting
 - WDNR sewer extension
 - Sheboygan County Highway
 - Railroad crossing on N. Lakeshore Dr.

- Design
 - 30%
 - Alignment study
 - Geotechnical investigation
 - Preliminary plan and profile drawings
 - Engineer's estimate of probable construction cost
 - Plan review with City staff
 - 75%
 - Update plan and profile drawings
 - Traffic control plans
 - Construction details
 - Draft Specifications
 - Update engineer's estimate of probable construction cost
 - Plan review with City staff
 - 90%
 - Update drawings and specifications
 - Finalize engineer's estimate of probable construction cost
 - Final plan review with City staff
 - Final plans and specifications

- Bidding
 - Advertise bid
 - Bid questions and addenda
 - Bid opening
 - Bid award recommendation

Assuming we are authorized by the City to start design in February 2024, design should be complete by fall 2024 and bid in late 2024 for 2025/2026 construction.

This is a relatively complex sewer project. Some of the variables include extent of the wetlands permitting, easement acquisition assistance, and coordination with the county and Alliant. As well as alignment consideration between Weedon Creek Road and the proposed Gartmann Subdivision. Given the complexity of the project and the environmentally sensitive areas potentially impacted by the alignment, we estimate the fees for the work described above should fall within the range of \$800,000 to \$850,000. We propose to provide our services on a time and material basis in accordance with the current rate table. (Attached)

Construction related engineering services have not been included in this proposal. The extent of these additional services such as staking, construction review, and contract management will be evaluated when the final design is complete, and the level of construction support is understood.

If you have any questions regarding our proposal, please call Tom at (414) 336-7905 or Dan at (262) 939-0209.

Sincerely,

Foth Infrastructure & Environment, LLC



Thomas J. Ludwig, P.E.
Principal Engineer / Client Director
Licensed in WI



Daniel F. Snyder, P.E.
Lead Civil Engineer/Project Manager
Licensed in WI

Enclosure: as noted.

FOTH INFRASTRUCTURE AND ENVIRONMENT, LLC
2024 STANDARD HOURLY RATE SCHEDULE

<u>Classification</u>	<u>Hourly Rate</u>	<u>Classification</u>	<u>Hourly Rate</u>
Principal II	\$259.00	Project Scientist III	\$173.00
Principal I	\$248.00	Project Scientist II	\$152.00
Project Manager V	\$248.00	Project Scientist I	\$131.00
Project Manager IV	\$236.00	Technician IX	\$181.00
Project Manager III	\$224.00	Technician VIII	\$171.00
Project Manager II	\$208.00	Technician VII	\$160.00
Project Manager I	\$190.00	Technician VI	\$150.00
Project Engineer VII	\$248.00	Technician V	\$140.00
Project Engineer VI	\$236.00	Technician IV	\$129.00
Project Engineer V	\$224.00	Technician III	\$119.00
Project Engineer IV	\$197.00	Technician II	\$109.00
Project Engineer III	\$184.00	Technician I	\$88.00
Project Engineer II	\$172.00	Construction Manager III	\$188.00
Project Engineer I	\$159.00	Construction Manager II	\$157.00
Staff Engineer IV	\$162.00	Construction Manager I	\$137.00
Staff Engineer III	\$152.00	Land Surveyor V	\$212.00
Staff Engineer II	\$142.00	Land Surveyor IV	\$197.00
Staff Engineer I	\$131.00	Land Surveyor III	\$181.00
Planner V	\$214.00	Land Surveyor II	\$166.00
Planner IV	\$194.00	Land Surveyor I	\$150.00
Planner III	\$173.00	Project Administrator II	\$106.00
Planner II	\$152.00	Project Administrator I	\$85.00
Planner I	\$131.00	Administrative Assistant	\$64.00

REIMBURSABLE EXPENSES

1. All equipment, field services vehicles, materials and supplies used in the performance of work on this project will be billed at cost.
2. Auto mileage will be reimbursed per the Internal Revenue Service standard mileage reimbursement rate.
3. Charges for outside services such as soils and materials testing, fiscal, legal and all other direct expenses will be invoiced at cost plus 10%.

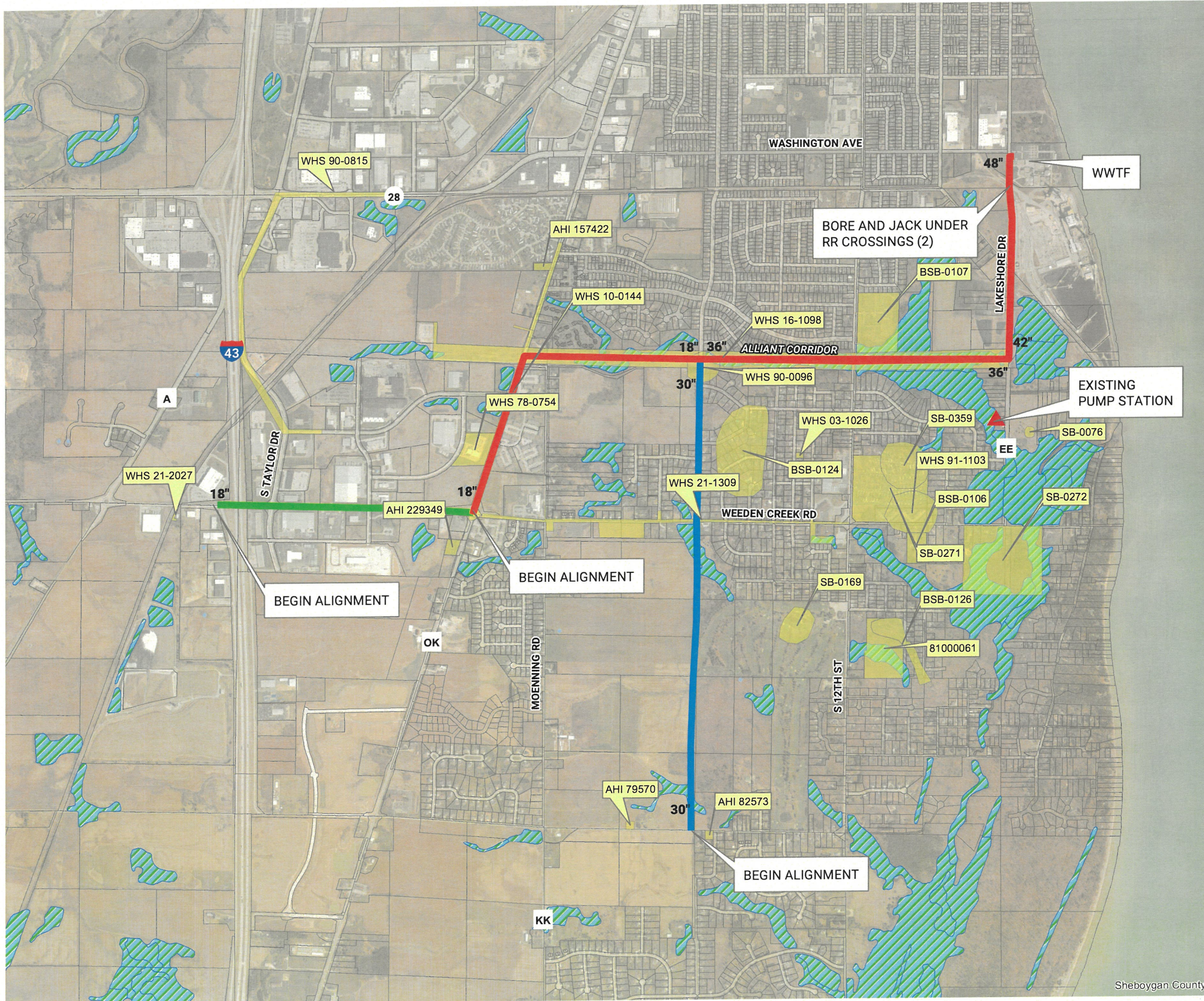
ADJUSTMENTS TO FEE SCHEDULE

1. Fee schedule effective January 1, 2024. Rates subject to change annually on January 1.

FIGURE 4-1

ALTERNATIVE 1: WEEDEN CREEK/ ALLIANT CORRIDOR

SOUTHSIDE SANITARY SEWER FACILITY PLAN
JUNE 2022



- Phase 1
- Phase 2
- Phase 3
- WHPD Locations
- DNR Mapped Wetlands
- ▲ Existing Pump Station

0 750 1,500 Ft

Foth City of Sheboygan
spirit on the lake

File Attachments for Item:

19. R. C. No. 243-23-24 by Public Works Committee to whom was referred Res. No. 193-23-24 by Alderpersons Dekker and Rust authorizing the appropriate City Officials to enter into a contract with Foth Infrastructure and Environment, LLC for the Gartman Farm Subdivision Design; recommends adopting the Resolution.

**CITY OF SHEBOYGAN
R. C. 243-23-24**

BY PUBLIC WORKS COMMITTEE.

APRIL 3, 2024.

Your Committee to whom was referred Res. No. 193-23-24 by Alderpersons Dekker and Rust authorizing the appropriate City Officials to enter into a contract with Foth Infrastructure and Environment, LLC for the Gartman Farm Subdivision Design; 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 193-23-24**

BY ALDERPERSONS DEKKER AND RUST.

MARCH 18, 2024.

A RESOLUTION authorizing the appropriate City Officials to enter into a contract with Foth Infrastructure and Environment, LLC for the Gartman Farm Subdivision Design.

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

NOW, THEREFORE, BE IT RESOLVED: That the Mayor and City Clerk are hereby authorized to enter into the attached contract with Foth Infrastructure and Environment, LLC for the Gartman Farm Subdivision Design.

BE IT FURTHER RESOLVED: That the Finance Director is authorized to draw funds not to exceed \$995,000.00 from Account No. 423660-531100 (TID 23 Fund – TID 23 – Contracted Services).

BE IT FURTHER RESOLVED: That the City’s Civil Engineer/Project Manager is appointed as the City's Authorized Representative pursuant to Section 2.2 of the contract with Foth Infrastructure and Environment, LLC.

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 Title (the "Project"): Gartman Property TIF District Infrastructure Design and Platting **FOTH Project Number:** _____
CLIENT Project Number: _____
(If applicable)

This Agreement for Services (hereinafter "Agreement") is made and entered into this ____ day of **April, 2024**, by and between **FOTH INFRASTRUCTURE & ENVIRONMENT, LLC**, (hereinafter "Consultant") and City of Sheboygan, (hereinafter "Client"), for the services described under the Scope of Services (the "Services").

CLIENT: City of Sheboygan
Address: Department of Public Works, 2026 New Jersey Avenue, Sheboygan, WI 53081-4714
Phone No: 920-459-3367 **Email Address:** kevin.jump@sheboyganwi.gov

Scope of Services: Client hereby agrees to retain Consultant to perform the following Services:
 Design and platting services for The Gartman Subdivision as outlined in the Foth February 26, 2024, Proposal (Exhibit A)

Schedule: Services shall be performed according to the following schedule:
 Work shall begin upon authorization to proceed and will be completed in accordance with the schedule in Exhibit A subject to the following:

1. Neighborhood Plan approval by City/Developer by the end of May.
2. Temporary Lift Station/Force Main connection to the existing Weeden Creek Road sewer will be acceptable to the Town Wilson.
3. 18th Street right-of-way acquired by September 1, 2024.
4. The South Side Sanitary Sewer is designed and constructed by Spring 2026.
5. Authorization to proceed by April 10, 2024.
6. No extensive permitting delays and no delays in private utility installation

Compensation: In consideration of these Services, the Client agrees to pay Consultant compensation as follows:
 Lump-Sum in the amount of \$ _____ .00
 Unit Cost/Time Charges (Standard Rates)
 Unit Cost/Time Charges (Standard Rates) for an estimated cost of \$ 935,000.00 to \$995,000.00
 Other as stated here: _____

Special Conditions (if any): _____

The attached Agreement for Services Standard Terms and Conditions, along with any Exhibits, is made a part hereof and incorporated into this Agreement.

IN WITNESS WHEREOF, this Agreement is accepted on the date last written below, subject to the terms and conditions above stated and the provisions set forth herein.

Item 19.

CLIENT

CONSULTANT

Signed: _____

Name (printed): _____

Title: _____

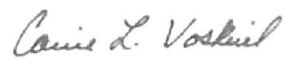
Date: _____

Signed:  _____

Name (printed): Thomas J. Ludwig

Title: State Operations Director

Date: 3/8/2024

Signed:  _____

Name (printed): Carrie L. Voskuil

Title: Senior Contracts Manager

Date: 3/8/2024

**AGREEMENT FOR SERVICES
STANDARD TERMS AND CONDITIONS**

Item 19.

1.0 Commencement of Services - The Services will commence consistent with the schedule referenced herein or as otherwise agreed to by the parties, upon receipt of this signed Agreement. If after commencement of the Services, the Project is delayed for any reason beyond the control of Consultant for more than sixty (60) days, the terms and conditions contained herein are subject to revision by Consultant.

1.1 Standard of Care - The standard of care for any professional Services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no other warranties, express or implied, under this Agreement or otherwise, in connection with any Services performed or furnished by Consultant. Subject to the standard of care, Consultant and its sub-consultants may use and rely upon data, reports, design elements and information ordinarily or customarily furnished by others, including, but not limited to Client, Client's other contractors or consultants, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

Consultant shall not be required to sign any document, no matter by whom requested, that would result in the Consultant having to certify, guarantee, or warrant the existence of conditions whose existence the Consultant cannot ascertain.

1.2 Compliance with Laws - In performing the Services under this Agreement, Consultant shall comply with any and all applicable federal, state, and local statutes, ordinances, plans, and regulations.

2.0 Client Responsibilities - Client shall provide, at Client's expense, all criteria, design, and construction standards including full information as to Client's requirements for the Project, including all document specifications. The provision or production of such data or information is not included in the Services, except where explicitly referenced in the Scope of Services. As stated in Section 1.1, Consultant shall be entitled to rely upon such data and information in the performance of the Services and shall not be liable for any incorrect advice, judgment or decision based on any inaccurate information furnished by Client, Client's agents or Client's other consultants. Such data and information shall include but not be limited to the following:

- a. If not included in the Scope of Services, a complete survey of the Project site which shall include but not be limited to easements, right-of-way, encroachments, zoning and deed restrictions, subterranean structures or utilities, existing buildings and improvements.
- b. If not included in the Scope of Services, soils data, laboratory tests, reports and inspections of samples, materials or other items, with appropriate professional interpretations.
- c. Legal counseling services necessary for the Project including legal review of the construction contract documents.
- d. Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.
- e. If not included in the Scope of Services, permits and approvals from any authorities having jurisdiction over the Project.

2.1 Right of Entry - Client shall provide for entry for the employees, agents and subcontractors of Consultant and for all necessary equipment.

2.2 Client Authorized Representative - Client shall designate a person authorized to act as Client's representative. Client or his representative shall receive and examine documents submitted by Consultant and shall be empowered to interpret and define Client's policies and render decisions and authorizations in writing promptly to prevent unreasonable delay in the progress of Consultant's Services. Client shall give prompt written notice to Consultant whenever Client observes or otherwise becomes aware of any defect in the Project, Services or other event which may substantially affect Consultant's performance of Services under this Agreement.

3.0 Fees and Payment

3.1 Invoice Payment Due - Client shall compensate Consultant for Services and expenses rendered under this Agreement. Consultant's fee for Services will be based on Consultant's rates currently in effect at the time the

Services are done; lump sum or other schedules as identified under the Compensation section. Rates of Consultant are subject to annual revision. Payment shall be due within thirty (30) days after the date of invoice describing the Services performed and expenses incurred during the preceding invoice period.

3.2 Failure to Pay. Client agrees that timely payment is a material term of this Agreement and that failure to make timely payment as agreed constitutes a breach hereof. In the event payment for Services rendered has not been made within thirty (30) days from the date of invoice, Consultant may, after giving seven (7) days' written notice to Client and without penalty or liability of any nature, and without waiving any claim against Client, suspend all work on all Services as set forth herein. Upon receipt of payment in full for Services rendered, plus interest charges, Consultant will continue with Services. Payment of all compensation due Consultant pursuant to this Agreement shall be a condition precedent to Client using any of Consultant's work product and/or deliverables under this Agreement.

3.3 Interest on Late Payments - In order to defray carrying charges resulting from delayed payments, simple interest at the maximum rate allowed by law will be added to the unpaid balance of each invoice. The interest period shall commence thirty (30) days after the date of the original invoice and shall terminate upon date of payment. Payments will be first credited to interest and then to principal.

4.0 Insurance/Limitation of Consultant's Liability - Consultant will maintain the following insurance coverages:

- a. Worker's compensation insurance pursuant to state law.
- b. Comprehensive automobile and vehicle liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including onsite and offsite operations, and owned, non-owned, or hired vehicles, with \$1,000,000 combined single limits.
- c. Commercial general liability insurance covering claims for injuries to members of the public or damage to property of others arising out of any covered negligent act or omission of Consultant or of any of its employees, agents, or subcontractors, with \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
- d. Professional liability insurance, if applicable, of \$1,000,000 per claim and in the aggregate.

4.1 Liability Limits - Notwithstanding any provision in this Agreement to the contrary, Client and Consultant each agree not to assert against the other any claim, demand or suit for consequential, incidental, indirect or special damages arising from any aspect of the performance or nonperformance of the other party or any third-party engaged by such other party under this Agreement, and each party hereto waives any such claim, demand or suit against the other in connection with this Agreement.

4.2 Waiver of Subrogation - To the extent permitted by the parties' respective insurance policies in place on the effective date of this Agreement and subsequently renewed on the same or substantially similar terms, both parties hereby waive all rights against each other for recovery of any damages caused by casualty or other perils to the extent covered by that party's insurance (i.e., damage to the Client covered by the Client's insurance and damage to Consultant covered by Consultant's insurance) applicable to the work done pursuant to this Agreement, except such rights as the party may have to the proceeds of the insurance and to the extent necessary to recover amounts relating to deductibles or self-insured retentions applicable to insured losses.

5.0 Indemnification - Consultant, to the fullest extent permitted by law, shall indemnify and defend Client and any of Client officers, directors, employees and agents from and against claims, losses, damages, and liabilities, including legal fees and expenses, for third party claims of bodily injury, sickness, or death, and property damage or destruction to the extent caused by the negligent acts or omissions of Consultant or Consultant's separate contractors or anyone for whose acts any of them may be liable.

6.0 Hazardous Materials - Client hereby understands and agrees that Consultant has not created nor contributed to the creation or existence of any types of hazardous or toxic wastes, materials, chemical compounds, or substances, or any other type of environmental hazard or pollution ("Hazardous Materials"), whether latent or patent, at Client's premises, or in connection with or related to the Project with respect to which Consultant has been retained to provide Services. Therefore, to the fullest extent permitted by law, except for Hazardous Materials introduced onto the site by Consultant and not required or permitted in the performance of Consultant's Services, Client agrees to indemnify, and hold Consultant, its officers, directors, shareholders, employees, and Consultants,

harmless from and against any and all claims, damages, and expenses, whether direct, indirect, consequential or otherwise, including, but not limited to, attorney fees and court costs, arising out of, or resulting from the discharge, escape or release, of Hazardous Materials. Nothing contained within this Agreement shall be construed or interpreted as requiring Consultant to assume the status of a generator, transporter, or owner or operator of a treatment, storage or disposal facility, as those terms appear within the Resource Conservation and Recovery Act, 42 U.S.C.A., §6901 et seq., as amended, or within any State statute governing the generation, treatment, storage, and disposal of waste.

7.0 Design Without Construction Phase Services - Notwithstanding any provisions in this Agreement to the contrary, if this Project involves construction and Consultant is not retained to provide construction phase services including, but not limited to, observation, site visits, shop drawing review, and design clarifications, Client agrees that Consultant shall be responsible only for those construction phase services expressly required in Consultants Scope of Services. With the exception of such expressly required Services, Consultant shall have no design, shop drawing review, or other obligations during construction, and Client assumes all responsibility for construction phase services. Client waives all claims against the Consultant that may be connected in any way to construction phase services except for those Services that are expressly required in Consultants Scope of Services.

8.0 Documents- Ownership of Work Product and Proprietary Information - The deliverables prepared under this Agreement shall become the property of the Client only upon completion of the invoiced Services and payment in full of all monies due to Consultant on such invoice. In the event Client reuses or makes any modifications to the deliverables without prior written authorization of Consultant, the Client agrees, to the fullest extent permitted by law, to indemnify and hold Consultant, its consultants, agents, officers, directors, shareholders and employees harmless from any claim, liability or cost (including reasonable attorneys' fees and defense costs) arising or allegedly arising out of any unauthorized reuse or modifications of Consultant's Services, work product, and/or deliverables by the Client or any person or entity that acquires or obtains the such work product and/or deliverables from or through the Client without the written authorization of Consultant.

Notwithstanding the foregoing Consultant's liability to Client for any computer programs, software products, or related data furnished hereunder is limited solely to the correction of residual errors, minor maintenance, or update(s) as agreed. CONSULTANT MAKES NO WARRANTIES OF ANY KIND, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE, or against infringement, with respect to computer programs, software products, related data, technical information, or technical assistance provided by Consultant under this agreement. The Consultant will take reasonable precautions to prevent the transmission of any virus, or other contamination with the exchange of electronic media, but Consultant makes no assurances that those precautions are adequate to assure a contamination free transmission. Consultant retains title and interest in all of its standard details, plans, specifications, methodologies, tools, and computation documents, whether in written or electronic form, which have been incorporated into the documents and instruments of service, but which were developed by Consultant independent of this Agreement.

9.0 Injury to Workers on Project Consultant has no responsibility for site safety or for the means and methods employed by Client's construction contractor(s). Client agrees that Consultant will be named as an additional insured on construction contractor's insurance policy for Commercial General Liability and Builders All Risk Liability, and Client agrees to insert into all contracts for construction between Client and construction contractor(s) arising out of these Services a provision requiring the construction contractor(s) to defend, indemnify, and hold harmless both Client and Consultant from any and all actions arising out of the construction Project, including, but not limited to, injury to or death of any worker on the job site, not caused by the sole negligence of Client or Consultant,. Client will be responsible for any damages caused by Client's failure to comply with the above requirements.

10.0 Probable Construction Costs Opinions - Any opinion of the construction cost prepared by Consultant represents his judgment and is supplied for the general guidance of the Client. Since Consultant has no control over the cost of labor and material, or over competitive bidding or market conditions, Consultant does not guarantee that bids or actual construction costs to the Client will not vary from Consultant's opinions of probable cost. If the Client desires greater assurance as to construction costs, Client shall employ an independent cost estimator.

11.0 Site Visits - Visits to the construction site and observations made by Consultant as part of Services during construction under this Agreement shall not make Consultant responsible for the obligation to conduct, comprehensive monitoring of the work of the contractor(s) sufficient to ensure conformance with the intent of the

construction contract documents, and shall not make Consultant responsible for, nor relieve the construction contractor(s) of the full responsibility for, constructions means, methods, techniques, sequences, and procedures necessary for coordinating and completing portions of the contractor(s) work under the construction contract documents, and for all safety precautions incidental thereto. Such visits by Consultant are not to be construed as part of the observation duties of the on-site observation personnel defined below.

12.0 On-Site Observation - When Consultant provides on-site observation personnel as part of Services during construction under this Agreement, the on-site observation personnel will make reasonable efforts to advise Client of observed defects and deficiencies in the work of the contractor(s), and to help determine if the provisions of the construction contract documents are being fulfilled. Consultant shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of any construction work and Consultant's obligations are limited to becoming generally familiar with the progress of the construction. Consultant's observation will not cause Consultant to be responsible for those duties and responsibilities which belong to the construction contractor(s), including, but not limited to, full responsibility for the means, methods, techniques, sequences, and progress of construction, and the safety precautions incidental thereto, and for performing the construction work in accordance with the construction contract documents.

13.0 Termination or Abandonment - If any portion of the Services or Project is terminated or abandoned by Client, the provisions of these Terms and Conditions in regard to compensation and payment shall apply insofar as possible to that portion of the work not terminated or abandoned. If said termination occurs prior to completion of any phase of the Project, the fee for Services performed during such phase shall be based on Consultant's reasonable estimate of the portion of such phase completed prior to said termination, plus a reasonable amount to reimburse Consultant for termination costs.

This Agreement may be terminated by either party if the other party fails to fulfill its obligations under this Agreement through no fault of the terminating party. No such termination may be effected unless the other party is given not less than ten calendar days written notice of intent to terminate and an opportunity for correcting the default (plus such additional time as is reasonably necessary to correct the default, other than any payment default) and for consultation with the terminating party before termination. Consultant shall be paid for Services performed to the termination date including reimbursable expenses due plus termination expenses.

13.1 Insufficient Funding Termination - If funds for the continued fulfillment of this Agreement are at any time not forthcoming or are insufficient, through failure of any entity, including the Client itself, to appropriate funds or otherwise, then the Client shall have the right to terminate this Agreement without penalty by giving prior written notice documenting the lack of funding. Client will provide at least thirty (30) days written notice of such termination. Client will ensure reasonable efforts to ensure appropriated funds are available.

14.0 Jurisdiction - This Agreement shall be governed by the laws of the State of the Project.

14.1 Notices - Any notice required by this Agreement shall be made in writing to the individuals and addresses specified below:

- i. City of Sheboygan: City Clerk, City of Sheboygan, 828 Center Ave., Sheboygan, WI 53083
- ii. Foth Infrastructure & Environment, LLC : 2121 Innovation Ct., Suite 300, De Pere, WI 54115 Attn: Chief Risk Officer
- iii. Nothing in this Section shall be construed as limiting or prohibiting communication between the parties in the ordinary course of the Agreement.

15.0 Dispute Resolution - The parties will use good faith efforts to resolve any dispute, controversy or claim arising out of or relating to this Agreement or the relationship between the parties (a "Dispute") through negotiation. To invoke the dispute resolution procedures in this section, one party must give the other party a written notice of its intent to negotiate. The notice will include a detailed description of the Dispute and a proposed resolution. Within five (5) business days after delivery of the notice, each party will designate a senior executive with authority to resolve the Dispute. The designated executives will engage in discussions in an effort to resolve the Dispute. If the designated executives do not agree on a resolution within twenty (20) days after the dispute notice has been delivered, the parties may agree to submit the Dispute to non-binding mediation by any mutually agreed-upon mediator, rules and location. Any mediation fees and expenses will be allocated and paid by the parties equally. If the parties do not reach a resolution through negotiation or mediation, either party may pursue all remedies available under this Agreement, at law or in equity in a court of competent jurisdiction. Each party hereby

irrevocably waives its rights to trial by jury in any Dispute or proceeding arising out of this agreement or the transactions relating to its subject matter.

15.1 Open Records - Both parties understand that the Client is bound by the Wisconsin Public Records Law and, as such, this contract is subject to that law. Consultant acknowledges that it is obligated to assist the Client in retaining and producing records that are subject to the Wisconsin Public Records Law, and that the failure to do so shall constitute a material breach of the contract, and that Consultant must defend and hold the Client harmless from liability under that law resulting from Consultant's action or inaction with respect to public records in its sole control. Except as otherwise authorized, those records shall be maintained for a period of seven (7) years after receipt of final payment under this Agreement.

16.0 Waiver - Consultant's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.

17.0 Successors and Assigns - All of the terms, conditions, and provisions hereof shall inure to the benefit of and be binding upon the parties hereto, and their respective successors and assigns, provided, however, that no assignment of this Agreement shall be made without written consent of the parties to this Agreement.

18.0 Severability - If any provision of this Agreement is declared invalid, illegal, or incapable of being enforced by any Court of competent jurisdiction, all of the remaining provisions of this Agreement shall nevertheless continue in full force and effect, and no provision shall be deemed dependent upon any other provision unless so expressed herein.

19.0 Force Majeure - Neither party to this Agreement will be liable to the other party for delays in performing the Services, or for the direct or indirect cost resulting from such delays, that may result from acts of God, acts of governmental authorities, extraordinary weather conditions or other natural catastrophes, or any other cause beyond the reasonable control or contemplation of either party. Each party will take reasonable steps to mitigate the impact of any force majeure. Consultant's schedule and compensation under this Agreement will be equitably adjusted in the event of any such delay.

20.0 Entire Agreement - This Agreement, and its attachments, constitutes the entire understanding between Client and Consultant relating to Services to be provided by Consultant and, excepting only confidentiality agreements between the parties pertaining to the Project, supersede any prior or contemporaneous agreements, promises, negotiations, or representations not expressly set forth herein. Subsequent modifications or amendments to this Agreement must be in writing and signed by the parties to this Agreement. The foregoing notwithstanding, if the Client, its officers, agents, or employees request Consultant to perform extra work or Services pursuant to this Agreement, Client will pay for the additional Services even though an additional written Agreement is not issued or signed. The obligations of Consultant under this Agreement shall survive in accordance with applicable State statutes.

FOTH INFRASTRUCTURE AND ENVIRONMENT, LLC
2024 HOURLY RATE SCHEDULE

<u>CLASSIFICATION</u>	<u>HOURLY RATE</u>
Principal	\$248 - \$259
Project Manager	\$190 - \$248
Project Engineer	\$159 - \$248
Staff Engineer	\$131 - \$162
Planner	\$131 - \$214
Project Scientist	\$131 - \$173
Technician	\$88 - \$181
Construction Manager	\$137 - \$188
Land Surveyor	\$150 - \$212
Project Administrator	\$85 - \$106
Administrative Assistant	\$64

REIMBURSABLE EXPENSES

1. All equipment, field service vehicles, materials and supplies used in the performance of work on this project will be billed at cost.
2. Auto mileage will be reimbursed per the Internal Revenue Service standard mileage reimbursement rate.
3. Charges for outside services such as soils and materials testing, fiscal, legal and all other direct expenses will be invoiced at cost plus 10%.

ADJUSTMENTS TO FEE SCHEDULE

1. Fee schedule effective January 1, 2024. Rates subject to change annually on January 1.

Ballpark Commons Office Building
7044 South Ballpark Drive, Suite 200
Franklin, WI 53132
(414) 336-7900
foth.com

February 26, 2024

Mr. Kevin Jump, P.E., Civil Engineer/Project Manager
City of Sheboygan
2026 New Jersey Avenue
Sheboygan, WI 53081

Re: Proposal for City of Sheboygan, WI Gartman Subdivision Design/Platting

Dear Kevin:

Foth Infrastructure & Environment, LLC (Foth) is pleased to provide the City of Sheboygan with the following proposal to provide design engineering and platting services for the Gartman Subdivision which is shown on the enclosed map (Exhibit A). This proposal identifies the main project assumptions, tasks, and provides an estimated level of effort for the Foth team to complete the design/platting.

PROJECT UNDERSTANDING

The proposed Gartman Subdivision consists of an approximate 275-acre mixed-use development including senior housing, single family, multi-family, and condominium residential development along with areas of commercial land use. The Gartman Subdivision is proposed to be developed on land currently owned by the City of Sheboygan and will be funded by TID 23. The project will be developed in at least 5 phases as shown on the enclosed map. It is anticipated that the development will be completed in 2-3 years. Due to existing limited sanitary sewer capacity, Phase 1 will be served by a temporary lift station/force main system which will require Town of Wilson approval. It is currently anticipated that the proposed South Side Sanitary Sewer will be completed by the spring of 2026 at which time the Gartman Subdivision will be able to connect to this new sewer and abandon the temporary lift station/force main.

The roads and development layout shown on the enclosed map are conceptual and will be refined as part of the planning phase of this proposal.

PROPOSAL APPROACH/ SCOPE

Due to the conceptual nature of this existing Gartman Subdivision layout, we have programmed multiple categories of tasks for this proposal as listed below:

- Project Management/Coordination
- Surveying

- Planning
- Phase 1A CSM Design
- 18th Street (Weeden Creek Road to Stahl Road)
- Phases 1 and 2 Design/Platting
- Phases 3 and 4 Design/Platting
- Subconsultant Tasks

Each of these categories are summarized below.

Project Management/ Coordination includes external and internal meetings and coordination with the stakeholders including Pelton Builders, Sheboygan County, private utilities, City of Sheboygan, Town of Wilson, WDNR, ACOE, and BLARPC. Internal team and subconsultant management, scheduling and contract administration and reporting are also included.

Surveying includes ALTA survey, topographic survey, and title searches.

Planning includes the development of a revised neighborhood plan (concept plat) utilizing the topo/Alta surveys, wetland delineations, zoning setbacks, and geotechnical investigations as well as stormwater management plan and environmental conditions. Overall stormwater management, conceptual grading, road layout, conceptual utility and drainage plans will also be developed as part of the planning tasks, The proposal also included an allowance for water system modeling and planning assistance if needed.

Phase 1A CSM Design includes the detailed design of grading/erosion control, sanitary sewer, watermain, drainage, and roadway plans for the 1A area as shown on the enclosed map. Design includes plan and specification preparation, permitting, estimating, and bidding. The CSM to create area 1A is being done under a separate proposal.

18th Street includes the conceptual design of 18th Street from Weeden Creek Road to Stahl Road. It is our understanding that this project will be considered as a stand along project. The 18th Street element includes alignment evaluation, right-of-way platting, preliminary drainage layout and wetland coordination/permitting. Detailed design and plan/specification preparation and bidding is not included in this proposal.

Phases 1 and 2 Design/Platting includes the detailed design of grading/erosion control, sanitary sewer, water main, roads and drainage for Phases 1 and 2 as shown on the enclosed map. Due to the timing of construction for the proposed South Side Sanitary Sewer, a temporary lift station/force main will be designed as part of Phase 1. This temporary lift station will be decommissioned upon completion of the South Side Sanitary Sewer. Design includes plan and specification preparation, permitting, estimating, and bidding. Preliminary and final platting for Phases 1 and 2 is included.

Phases 3-4 Design/Platting includes detailed design of grading/erosion control, sanitary sewer, water main, roads, and drainage for the Phase 3-4 areas shown in the enclosed map. Design includes, plan and specification preparation, permitting, estimating, and bidding. Preliminary and final platting for Phase 3-4 is included.

Subcontractor Tasks includes wetland delineation report for the Gartman Subdivision, geotechnical investigation including soil borings, analysis and report are being provided for the proposed roadways, storm water areas and multi-family (12 unit and larger) buildings.

SCHEDULE

Based upon conversations with City of Sheboygan staff, we have developed a preliminary proposal schedule which is enclosed as Exhibit B. This schedule is based upon notice to proceed by March 1, 2024 and reflects our current understanding of the development timelines. The schedule will be updated to reflect changes in timelines, stakeholder input and permitting.

FEES

We propose to provide the above-described services on a time and material basis in accordance with our current rate table (Exhibit C) with estimated fees as outlined below. Note that rates will be updated for work performed in 2025 and 2026.

Project Management/Coordination Through Phase 2	\$85,000-90,000
Surveying	\$75,000-80,000
Planning	\$180,000-190,000
Phase 1A Design	\$35,000-40,000
18 th Street Conceptual Design/Plat	\$50,000-\$55,000
Phases 1 and 2 Design/Platting	\$375,000-395,000
Subconsultant Tasks	\$135,000-145,000*
Estimated Fee Range Through Phase 2	\$935,000-995,000
Project Management/Coordination for Phases 3 and 4	\$TBD**
Phases 3 and 4 Design/Platting	\$TBD**

*Includes allowances of \$20,000 for wetland delineation and \$100,000 for geotechnical effort.

**Fees for Phases 3 and 4 will be provided once the planning element has been completed and the schedule for this work can be determined.

The scope of work does not include detailed design or survey work associated with individual building plans such as apartment/condo sites, commercial or senior living developments. Condominium platting can be provided as an additional service. Regulatory fees to be paid by the City.

Construction related engineering services have not been included in this proposal. The extent of these additional services such as staking, construction review, and contract management will be evaluated when the final design is complete, and the level of construction support is understood. We are very excited to work in partnership with the City on this very important project.

If you have any questions regarding our proposal, please call Tom at (414) 336-7905 or Dan at (262) 939-0209.

Sincerely,

Foth Infrastructure & Environment, LLC



Thomas J. Ludwig, P.E.
Principal Engineer / Client Director
Licensed in WI



Daniel F. Snyder, P.E.
Lead Civil Engineer/Project Manager
Licensed in WI

Enclosure: as noted.

FILE NAME: P:\ENGINEERING\MISC. PROJECTS\GARTMANN SUBDIVISION\PRODUCTION\QUANTITY FILE.DWG
 LAYOUT NAME - Layout1
 PLOTTED BY - Moyer, Tim



Exhibit 1

 POTENTIAL PHASING

Date	Item 19.
Drawn By	
Revision Description	
Revision Number	

DRAFT

GARTMANN SUBDIVISION
 (STAHL ROAD TO WEEDEN CREEK ROAD)
 OVERVIEW - CONSTRUCTION ESTIMATE

CITY OF SHEBOYGAN PUBLIC WORKS

City of Sheboygan
 Department of Public Works
 Engineering Division
 2026 New Jersey Avenue
 Sheboygan, WI 53081
 Ryan Sazama, PE - City Engineer

Designed By	TJM
Drawn By	TJM
Checked By	KEJ
Plot Date	1/23/2024
Bid No.	XXXX-XX
Project Date	---
Sheet No.	---

City of Sheboygan - Gartman Subdivision Preliminary Schedule - Phase 1A, 1, and 2

Name	Start	Finish	2024												2025											
			Feb 24	Mar 24	Apr 24	May 24	Jun 24	Jul 24	Aug 24	Sep 24	Oct 24	Nov 24	Dec 24	Jan 25	Feb 25	Mar 25	Apr 25	May 25	Jun 25	Jul 25	Aug 25	Sep 25	Oct 25			
Phase 1A	3/1/24	10/18/24																								
CSM	3/1/24	5/31/24																								
Field Survey	3/1/24	3/29/24																								
Wetland Delineation	4/1/24	4/30/24																								
Utility/Roadway Design	3/11/24	5/1/24																								
Permitting/Bidding	5/1/24	6/14/24																								
Construction	6/17/24	8/30/24																								
Master Planning	3/11/24	10/18/24																								
Alta Survey	3/18/24	4/19/24																								
Geotech	4/1/24	5/31/24																								
Neighborhood Plan	3/11/24	5/31/24																								
Wetland	4/1/24	6/14/24																								
Grading/Roads	5/31/24	7/31/24																								
Utility Concept Plan/Water System Modeling	6/17/24	7/31/24																								
18th Street Extension	3/25/24	10/18/24																								
Condemnation	4/1/24	9/30/24																								
Alignment	3/25/24	6/28/24																								
Design	8/1/24	10/18/24																								
Phase 1	7/1/24	7/31/25																								
Grade/Road Design	7/1/24	9/30/24																								
Utilities (Sanitary and Water)	7/31/24	9/30/24																								
Drainage	7/31/24	9/30/24																								
Temporary Lift Station/Force Main	7/31/24	9/30/24																								
Permitting	9/2/24	11/29/24																								
Bidding Award	10/1/24	10/31/24																								
Construction	11/1/24	7/31/25																								
Phase 2	7/1/24	7/31/25																								
Grade/Road Design	7/1/24	9/30/24																								
Utilities (Sanitary and Water)	7/31/24	9/30/24																								
Drainage	7/31/24	9/30/24																								
Permitting	9/2/24	11/29/24																								
Bidding/Award	10/1/24	10/31/24																								
Construction	12/3/24	7/31/25																								

FOTH INFRASTRUCTURE AND ENVIRONMENT, LLC
2024 STANDARD HOURLY RATE SCHEDULE

<u>Classification</u>	<u>Hourly Rate</u>	<u>Classification</u>	<u>Hourly Rate</u>
Principal II	\$259.00	Project Scientist III	\$173.00
Principal I	\$248.00	Project Scientist II	\$152.00
Project Manager V	\$248.00	Project Scientist I	\$131.00
Project Manager IV	\$236.00	Technician IX	\$181.00
Project Manager III	\$224.00	Technician VIII	\$171.00
Project Manager II	\$208.00	Technician VII	\$160.00
Project Manager I	\$190.00	Technician VI	\$150.00
Project Engineer VII	\$248.00	Technician V	\$140.00
Project Engineer VI	\$236.00	Technician IV	\$129.00
Project Engineer V	\$224.00	Technician III	\$119.00
Project Engineer IV	\$197.00	Technician II	\$109.00
Project Engineer III	\$184.00	Technician I	\$88.00
Project Engineer II	\$172.00	Construction Manager III	\$188.00
Project Engineer I	\$159.00	Construction Manager II	\$157.00
Staff Engineer IV	\$162.00	Construction Manager I	\$137.00
Staff Engineer III	\$152.00	Land Surveyor V	\$212.00
Staff Engineer II	\$142.00	Land Surveyor IV	\$197.00
Staff Engineer I	\$131.00	Land Surveyor III	\$181.00
Planner V	\$214.00	Land Surveyor II	\$166.00
Planner IV	\$194.00	Land Surveyor I	\$150.00
Planner III	\$173.00	Project Administrator II	\$106.00
Planner II	\$152.00	Project Administrator I	\$85.00
Planner I	\$131.00	Administrative Assistant	\$64.00

REIMBURSABLE EXPENSES

1. All equipment, field services vehicles, materials and supplies used in the performance of work on this project will be billed at cost.
2. Auto mileage will be reimbursed per the Internal Revenue Service standard mileage reimbursement rate.
3. Charges for outside services such as soils and materials testing, fiscal, legal and all other direct expenses will be invoiced at cost plus 10%.

ADJUSTMENTS TO FEE SCHEDULE

1. Fee schedule effective January 1, 2024. Rates subject to change annually on January 1.

File Attachments for Item:

20. R. C. No. 241-23-24 by Public Works Committee to whom was referred Res. No. 187-23-24 by Alderpersons Dekker and Rust authorizing the appropriate City officials to enter into a contract with LaLonde Contractors, Inc. for the construction of the 2024 Complete Streets - Union Avenue and Broadway Improvements; recommends adopting the Resolution.

**CITY OF SHEBOYGAN
R. C. 241-23-24**

BY PUBLIC WORKS COMMITTEE.

APRIL 3, 2024.

Your Committee to whom was referred Res. No. 187-23-24 by Alderpersons Dekker and Rust authorizing the appropriate City officials to enter into a contract with LaLonde Contractors, Inc. for the construction of the 2024 Complete Streets - Union Avenue and Broadway Improvements; 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 187-23-24 (as amended)**

BY ALDERPERSONS DEKKER AND RUST.

MARCH 18, 2024.

A RESOLUTION authorizing the appropriate City officials to enter into a contract with LaLonde Contractors, Inc. for the construction of the 2024 Road Projects - Union Avenue and Broadway Improvements.

WHEREAS, the City of Sheboygan has advertised for bids to construct the 2024 Road Projects - Union Avenue and Broadway Improvements (the “Project”); and

WHEREAS, the lowest bid of the three received was from LaLonde Contractors, Inc. for \$891,420.72; and

WHEREAS, the City’s Civil Engineer/Project Manager has reviewed the bids and determined that the low bid met all of the project specifications; and

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

NOW, THEREFORE, BE IT RESOLVED: That the Mayor and City Clerk are hereby authorized to enter into the attached agreement with LaLonde Contractors, Inc. for the construction of the Project.

BE IT FURTHER RESOLVED: That the appropriate City officials are authorized to draw funds from Acct. No. 400300-641200 (Capital Project Fund – Public Works – Street Improvements), upon the agreement being fully executed by all parties, to pay for the construction done pursuant to the agreement.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

_____.

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of Sheboygan

Meredith DeBruin, City Clerk, City of Sheboygan

**CITY OF SHEBOYGAN
RESOLUTION 187-23-24**

BY ALDERPERSONS DEKKER AND RUST.

MARCH 18, 2024.

A RESOLUTION authorizing the appropriate City officials to enter into a contract with LaLonde Contractors, Inc. for the construction of the 2024 Complete Streets - Union Avenue and Broadway Improvements.

WHEREAS, the City of Sheboygan has advertised for bids to construct the 2024 Complete Streets - Union Avenue and Broadway Improvements (the "Project"); and

WHEREAS, the lowest bid of the three received was from LaLonde Contractors, Inc. for \$891,420.72; and

WHEREAS, the City's Civil Engineer/Project Manager has reviewed the bids and determined that the low bid met all of the project specifications; and

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

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PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL


_____.

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of Sheboygan

Meredith DeBruin, City Clerk, City of Sheboygan

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Agreement		
		Section:	00 52 00		
		Bid Number:	2487-24	Page:	1 of 7

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

THIS AGREEMENT is by and between City of Sheboygan ("Owner") and
LaLonde Contractors, Inc. ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: municipal street and utility construction.

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **2024 Complete Street Improvements - Union Avenue and Broadway**

ARTICLE 3 – ENGINEER

3.01 The part of the Project that pertains to the Work has been designed by the City of Sheboygan.
3.02 The Engineering Division, Department of Public Works, City of Sheboygan, Sheboygan, WI will assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Dates*


A. The Work will be substantially completed on or before August 30, 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:	2487-24	Page:	2 of 7


1. Substantial Completion: Contractor shall pay Owner the amount identified in paragraph 19.01 of the Supplementary Conditions for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
 2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner the amount identified in paragraph 19.01 of the Supplementary Conditions for each day that expires after such time until the Work is completed and ready for final payment.
 3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.
 4. Milestones: Contractor shall pay Owner the amount identified in paragraph 19.01 of the Supplementary Conditions for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of each Milestone, until Milestone is achieved.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

4.05 Special Damages

- 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.

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Agreement		
		Section:	00 52 00		
		Bid Number:	2487-24	Page:	3 of 7

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:


	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Agreement		
		Section:	00 52 00		
		Bid Number:	2487-24	Page:	4 of 7

- a. Performance bond (together with power of attorney).
- b. Payment bond (together with power of attorney).
3. Specifications as listed in the table of contents of the project manual (copy of list attached and incorporated by reference).
4. Drawings as listed in the table of contents of the drawings (copy of list attached and incorporated by reference).
5. Addenda (not attached but incorporated by reference)
 - a. Number 1 dated 2/28/2024.
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.

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		Section: 00 52 00	
		Bid Number: 2487-24	Page: 5 of 7

5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

8.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.


8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published

PROJECT MAN					
CITY OF SHEBOYGAN PUBLIC WORKS	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Agreement		
		Section:	00 52 00		
		Bid Number:	2487-24	Page:	6 of 7

by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

(Continued on next page)

PROJECT MAN				
	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Agreement	
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		Bid Number:	2487-24	Page:

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. This Agreement will be effective on _____ (which is the Effective Date of the Contract).

OWNER:
 (Signatures authorized pursuant to Res. ____-23-24)
 City of Sheboygan

CONTRACTOR:

 LaLonde Contractors, Inc.

By: _____
 (signature)
 Name, Title: Ryan Sorenson, Mayor

By: _____
 (signature)
 Name, Title: _____ (printed)

Date: _____

Date: _____

Attest:

 By: _____
 (signature)
 Name, Title: Meredith DeBruin, City Clerk

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Address for giving notices:

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: 2487-24	Page: 1 of 2

**2024 Complete Street Improvements
Union Avenue and Broadway**

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	3
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 21 00	Allowances	1
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

PROJECT MAN			
	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Table of Contents
		Section:	00 01 10
		Bid Number:	2487-24

SECTION	TITLE	Pages
33 00 00	UTILITIES	
33 01 31	Sewer Lining	5
33 01 32	Sewer Televising	5
33 01 32.1	Sewer Televising – Requirements for Digital Data Delivery	1
33 05 09	Sewer Pipe	2
33 05 61	Concrete Manholes, Catch Basins and Inlets	7

BID NUMBER: 2487-24

CITY OF SHEBOYGAN DEPARTMENT OF PUBLIC WORKS

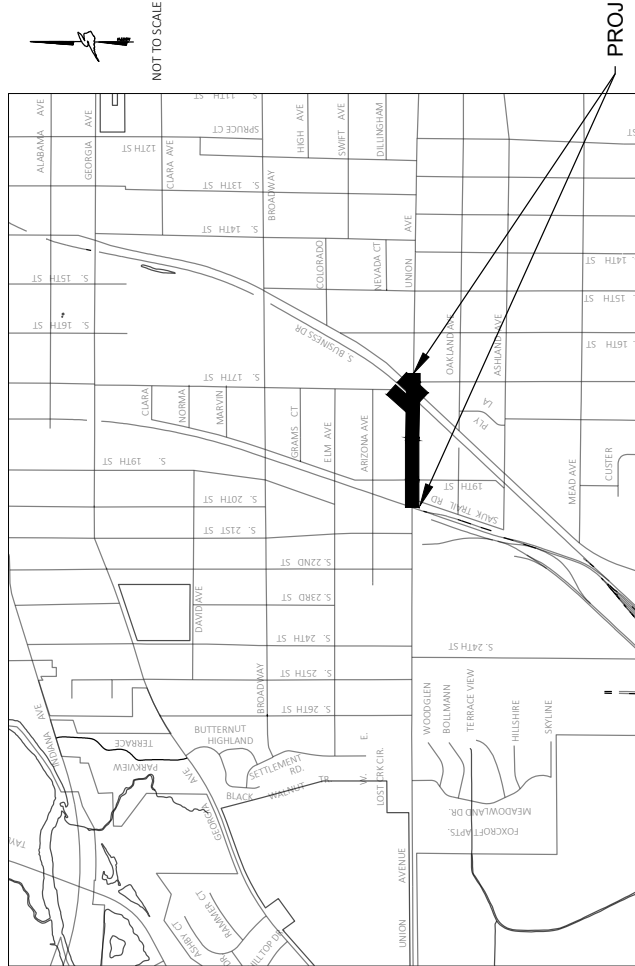


2024 COMPLETE STREETS IMPROVEMENTS

UNION AVENUE

(SAUK TRAIL ROAD TO SOUTH BUSINESS DRIVE)

FEBRUARY 2024



SHEET NO.	DRAWING NO.	DESCRIPTION
1	000CV	TITLE SHEET
2	001GN	GENERAL NOTES
3	020PO	PROJECT OVERVIEW
4	0806C	SURVEY CONTROL
5-20	040CD 1-16	CONSTRUCTION DETAILS
21-23	050RD 1-3	REMOVAL DETAILS
24	110EC 1	EROSION CONTROL NOTES
25	110EC 2	EROSION CONTROL DETAILS
26	305DT	DETOUR PLAN
27	310TC	TRAFFIC CONTROL DETAILS
28-30	315SM 1-3	SIGNING AND MARKING DETAILS
31-33	400PL 1-3	PAVING PLAN
34-38	600PD 1-5	PAVING DETAILS
38-41	M01-3	MISCELLANEOUS QUANTITIES

2024 COMPLETE STREETS IMPROVEMENTS

UNION AVENUE

(SAUK TRAIL ROAD TO SOUTH BUSINESS DRIVE)

TITLE SHEET

CITY OF SHEBOYGAN
PUBLIC WORKS

City of Sheboygan
Department of Public Works
Engineering Division
2000 Wisconsin Avenue
Sheboygan, WI 53081

Designed By	TMM
Drawn By	TMM
Checked By	KEJ
Plot Date	2/21/2024
Plot No.	2487-24
Project Date	FEBRUARY 2024
Sheet No.	1
Drawing No.	000CV-1

Item 20.

BID NUMBER: 2487-24

CITY OF SHEBOYGAN DEPARTMENT OF PUBLIC WORKS

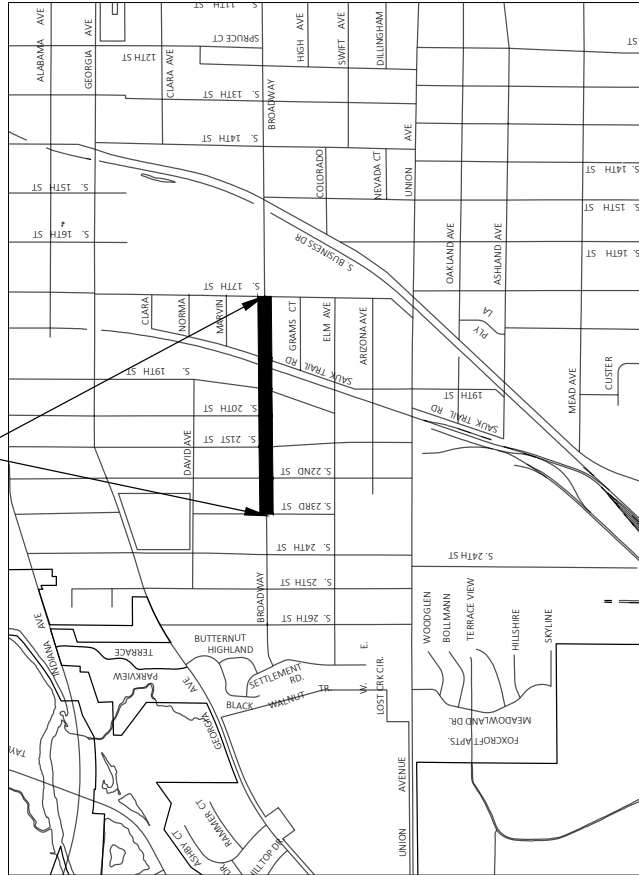


2024 COMPLETE STREETS IMPROVEMENTS BROADWAY

(SOUTH 23RD STREET TO SOUTH 17TH STREET)

FEBRUARY 2024

PROJECT LOCATION



NOT TO SCALE

SHEET NO.	DRAWING NO.	DESCRIPTION
1	000CV	TITLE SHEET
2	001GN	GENERAL NOTES
3	020PO	PROJECT OVERVIEW
4	030SC	SURVEY CONTROL
5-20	040D 1-16	CONSTRUCTION DETAILS
21-24	050RD 1-4	REMOVAL DETAILS
25	110EC	EROSION CONTROL - NOTES
26	110EC-2	EROSION CONTROL DETAILS
27	305TC	TRAFFIC CONTROL
28-31	40DPL	PLAN
32-36	600PD 1-5	PAVING DETAILS
37-38	700MO 1-2	MISCELLANEOUS QUANTITIES

2024 COMPLETE STREETS IMPROVEMENTS
BROADWAY
(SOUTH 23RD STREET TO SOUTH 17TH STREET)

TITLE SHEET



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

Designed By	TJM
Drawn By	TJM
Checked By	KEJ
Plot Date	2/21/2024
Plot No.	2487-24
Project Date	FEBRUARY 2024
Sheet No.	1
Drawing No.	000CV-1

Item 20.

Union Avenue and Broadway (#8987073)
 Owner: Sheboygan WI, City of
 Solicitor: Sheboygan WI, City of
 03/07/2024 10:00 AM CST

						LaLonde Contractors, Inc.		
Section Title	Line Item	Item Code	Item Description	UoFM	Quantity	Unit Price	Extension	
	1	1	Mobilization	LS	1	\$33,470.71	\$33,470.71	
	2	2	Traffic Control	LS	1	\$20,500.00	\$20,500.00	
	3	3	Construction Staking	LS	1	\$5,635.79	\$5,635.79	
	4	4	Removing Curb and Gutter	LF	190	\$16.17	\$3,072.30	
	5	5	Removing Concrete Sidewalk	SY	765	\$19.95	\$15,261.75	
	6	6	Removing Pavement	SY	1725	\$13.49	\$23,270.25	
	7	7	Abandoning Storm Sewer 8-Inch	LF	65	\$5.00	\$325.00	
	8	8	Abandoning Storm Sewer 12-Inch	LF	45	\$10.00	\$450.00	
	9	9	Base Aggregate Dense 3/4-Inch	Tons	130	\$39.97	\$5,196.10	
	10	10	Base Aggregate Dense 1 1/4-Inch	Tons	1100	\$28.78	\$31,658.00	
	11	11	Excavation Common (Union & Sauk Trail Intersection)	CY	350	\$46.77	\$16,369.50	
	12	12	Milling Pavement 3 1/4-Inch	SY	13100	\$2.50	\$32,750.00	
	13	13	Milling Pavement 2-Inch	SY	4125	\$2.65	\$10,931.25	
	14	14	Removing Inlets	Each	14	\$425.00	\$5,950.00	
	15	15	Removing Storm Manholes	Each	1	\$525.00	\$525.00	
	16	16	Removing Sanitary Manholes	Each	1	\$525.00	\$525.00	
	17	17	Sanitary Manhole, 4-FT Diameter	Each	1	\$13,500.00	\$13,500.00	
	18	18	Adjust Sanitary Manhole Major	Each	12	\$2,730.00	\$32,760.00	
	19	19	Adjust Sanitary Manhole Minor	Each	4	\$860.00	\$3,440.00	
	20	20	Sanitary Manhole Casting	Each	17	\$1,050.00	\$17,850.00	
	21	21	Adjust Storm Manhole Major	Each	2	\$2,778.00	\$5,556.00	
	22	22	Adjust Storm Manhole Minor	Each	10	\$860.00	\$8,600.00	
	23	23	Storm Manhole 4' Dia	Each	1	\$4,510.00	\$4,510.00	
	24	24	Storm Manhole 4'x6' Box	Each	1	\$11,400.00	\$11,400.00	
	25	25	Storm Manhole Casting	Each	6	\$585.00	\$3,510.00	
	26	26	Adjust Inlet Minor	Each	7	\$960.00	\$6,720.00	
	27	27	Inlets Type N1	Each	12	\$3,200.00	\$38,400.00	
	28	28	Inlet Castings	Each	20	\$840.00	\$16,800.00	
	29	29	PVC Storm Sewer 8-Inch	LF	70	\$93.00	\$6,510.00	
	30	30	PVC Storm Sewer 12-Inch	LF	120	\$100.00	\$12,000.00	
	31	31	PVC Storm Sewer 18-Inch	LF	20	\$141.00	\$2,820.00	
	32	32	PVC Sanitary Sewer 6-Inch	LF	10	\$114.00	\$1,140.00	
	33	33	PVC Sanitary Sewer 12-Inch	LF	15	\$331.00	\$4,965.00	
	34	34	PVC Sanitary Sewer 21-Inch	LF	10	\$188.00	\$1,880.00	
	35	35	PVC Sanitary Sewer 24-Inch	LF	10	\$217.25	\$2,172.50	
	36	36	Storm Sewer Lining, 12-Inch	LF	552	\$52.00	\$28,704.00	
	37	37	Sanitary Sewer Lining, 15-Inch	LF	826	\$95.00	\$78,470.00	
	38	38	Sanitary Sewer Lining, 18-Inch	LF	132	\$154.00	\$20,328.00	
	39	39	HMA Pavement 4 LT 58-28 S (12.5 Mil)	Tons	900	\$78.60	\$70,740.00	
	40	40	HMA Pavement 4 LT 58-28 S (19 Mil)	Tons	700	\$72.30	\$50,610.00	
	41	41	Tack Coat (0.06 gal per sy)	Gal	1000	\$3.00	\$3,000.00	
	42	42	Concrete Sidewalk 4-Inch	SF	6800	\$8.07	\$54,876.00	
	43	43	Concrete Base 7-Inch	SY	780	\$69.96	\$54,568.80	
	44	44	Concrete Driveway 6-Inch	SY	65	\$69.77	\$4,535.05	
	45	45	Concrete Alley 7-Inch	SY	80	\$81.67	\$6,533.60	
	46	46	Detectable Warning Fields	SF	456	\$43.89	\$20,013.84	
	47	47	Detectable Warning Fields Radial	SF	20	\$60.78	\$1,215.60	
	48	48	Concrete Curb and Gutter 24-Inch	LF	1450	\$41.71	\$60,479.50	
	49	49	Removing Signs	Each	1	\$20.00	\$20.00	
	50	50	Removing Sign Posts	Each	2	\$20.00	\$40.00	
	51	51	Moving Signs	Each	3	\$80.00	\$240.00	
	52	52	Signs	SF	24.18	\$26.00	\$628.68	
	53	53	Steel Sign Posts	Each	7	\$145.00	\$1,015.00	
	54	54	Solar Powered Signs	Each	2	\$1,480.00	\$2,960.00	
	55	55	Pavement Marking 4-Inch	LF	2780	\$0.95	\$2,641.00	
	56	56	Pavement Marking Crosswalk 6-Inch	LF	1025	\$1.45	\$1,486.25	
	57	57	Pavement Marking Stop Line 12-Inch	LF	200	\$2.95	\$590.00	
	58	58	Pavement Marking Words	Each	5	\$100.00	\$500.00	
	59	59	Pavement Marking Arrows Type 2	Each	9	\$75.00	\$675.00	
	60	60	Pavement Marking 12-Inch Diagonal	LF	125	\$2.95	\$368.75	
	61	61	Pavement Marking 8-Inch Channelizing	LF	675	\$1.95	\$1,316.25	
	62	62	Inlet Protection	Each	65	\$70.00	\$4,550.00	
	63	63	Rock Bags	Each	150	\$13.00	\$1,950.00	
	64	64	Topsoil	SY	825	\$5.00	\$4,125.00	
	65	65	Hydro-Seed	SY	825	\$2.00	\$1,650.00	
	66	66	Sawing Concrete	LF	3675	\$1.95	\$7,166.25	
	67	67	Allowance - Video Conversion	LS	1	\$5,000.00	\$5,000.00	
Total							\$891,420.72	

File Attachments for Item:

21. R. C. No. 242-23-24 by Public Works Committee to whom was referred Res. No. 188-23-24 by Alderpersons Dekker and Rust authorizing the appropriate City officials to enter into a contract with Buteyn-Peterson Construction Company, Inc. for the construction of the 2024 Complete Streets - Lincoln Avenue Improvements (North 6th Street to Barrett Street); recommends adopting the Resolution.

**CITY OF SHEBOYGAN
R. C. 242-23-24**

BY PUBLIC WORKS COMMITTEE.

APRIL 3, 2024.

Your Committee to whom was referred Res. No. 188-23-24 by Alderpersons Dekker and Rust authorizing the appropriate City officials to enter into a contract with Buteyn-Peterson Construction Company, Inc. for the construction of the 2024 Complete Streets - Lincoln Avenue Improvements (North 6th Street to Barrett 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 188-23-24 (as amended)**

BY ALDERPERSONS DEKKER AND RUST.

MARCH 18, 2024.

A RESOLUTION authorizing the appropriate City officials to enter into a contract with Buteyn-Peterson Construction Company, Inc. for the construction of the 2024 Road Projects - Lincoln Avenue Improvements (North 6th Street to Barrett Street).

WHEREAS, the City of Sheboygan has advertised for bids to construct the 2024 Road Projects - Lincoln Avenue Improvements (North 6th Street to Barrett Street) (the “Project”); and

WHEREAS, the lowest bid of the three received was from Buteyn-Peterson Construction Company, Inc. for \$1,150,794.31; and

WHEREAS, the City’s Civil Engineer/Project Manager has reviewed the bids and determined that the low bid met all of the project specifications; and

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

NOW, THEREFORE, BE IT RESOLVED: That the Mayor and City Clerk are hereby authorized to enter into the attached agreement with Buteyn-Peterson Construction Company, Inc. for the construction of the Project.

BE IT FURTHER RESOLVED: That the appropriate City officials are authorized to draw funds from Acct. No. 400300-641200 (Capital Project Fund – Public Works – Street Improvements), upon the agreement being fully executed by all parties, to pay for the construction done pursuant to the agreement.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

_____.

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of Sheboygan

Meredith DeBruin, City Clerk, City of Sheboygan

**CITY OF SHEBOYGAN
RESOLUTION 188-23-24**

BY ALDERPERSONS DEKKER AND RUST.

MARCH 18, 2024.

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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:	2466-24	Page:

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

THIS AGREEMENT is by and between City of Sheboygan (“Owner”) and Buteyn-Peterson Construction Company (“Contractor”).

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: 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: **Lincoln Avenue (North 6th Street to Barrett Street)**

ARTICLE 3 – ENGINEER

- 3.01 The part of the Project that pertains to the Work has been designed by the City of Sheboygan.
- 3.02 The Engineering Division, Department of Public Works, City of Sheboygan, Sheboygan, WI will assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

- 4.01 *Time of the Essence*
 - A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 4.02 *Contract Times: Dates*
 - A. The Work will be substantially completed on or before October 25, 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. North 6th Street to North 3rd Street: All work, except sewer lining, between Station 10+29.35 (North 6th Street) and 22+57.50 (North 3rd Street) by 11:59 PM on July 2, 2024 will be substantially complete and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the 14th day following substantial completion.
- 4.04 *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.

PROJECT MAN					
	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Agreement		
		Section:	00 52 00		
		Bid Number:	2466-24	Page:	2 of 7

Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):


1. Substantial Completion: Contractor shall pay Owner the amount identified in paragraph 19.01 of the Supplementary Conditions for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
 2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner the amount identified in paragraph 19.01 of the Supplementary Conditions for each day that expires after such time until the Work is completed and ready for final payment.
 3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.
 4. Milestones: Contractor shall pay Owner the amount identified in paragraph 19.01 of the Supplementary Conditions for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of 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.

PROJECT MAN				
	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Agreement	
		Section:	00 52 00	
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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.

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.

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		Bid Number:	2466-24	Page:	4 of 7

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).
 - 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. Number 1 dated 2/28/2024.
 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.

PROJECT MAN					
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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 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;


PROJECT MAN				
	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Agreement	
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		Bid Number:	2466-24	Page:

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

(Continued on next page)

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title: Agreement	
		Section: 00 52 00	
		Bid Number: 2466-24	Page: 7 of 7

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. This Agreement will be effective on _____ (which is the Effective Date of the Contract).

OWNER:
(Signatures authorized pursuant to Res. ____-23-24)
City of Sheboygan

CONTRACTOR:
Buteyn-Peterson Construction Company, Inc.

By: _____
(signature)
Name, Title: Ryan Sorenson, Mayor

By: _____
(signature)
Name, Title: _____ (printed)

Date: _____

Date: _____

Attest:

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

By: _____
(signature)
Name, Title: Meredith DeBruin, City Clerk

Address for giving notices:

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: A1 - 00 01 10	
				Bid Number: 2466-24	Page: 1 of 2

**2024 Complete Street Improvements
Lincoln Avenue (North 6th Street to Barrett Street)**

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	3
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 21 00	Allowances	1
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

CITY OF SHEBOYGAN PUBLIC WORKS	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Table of Contents		
		Section:	A1 - 00 01 10		
		Bid Number:	2466-24	Page:	2 of 2

SECTION	TITLE	Pages
33 00 00	UTILITIES	
33 01 31	Sewer Lining	5
33 01 32	Sewer Televising	5
33 01 32.1	Sewer Televising - Requirements for Digital Data Delivery	1
33 05 09	Sewer Pipe	2
33 05 61	Concrete Manholes, Catch Basins and Inlets	7

BID NUMBER: 2466-24

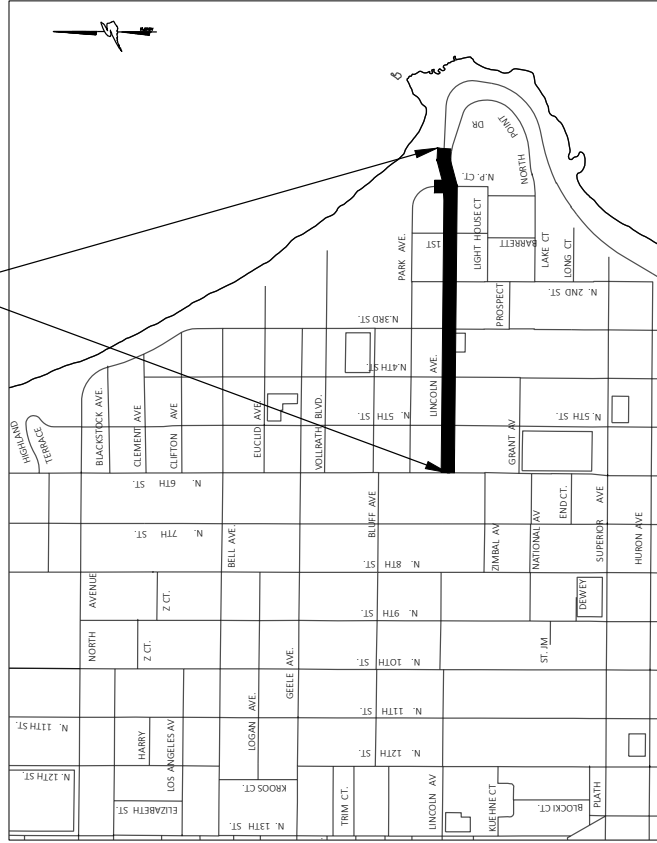
CITY OF SHEBOYGAN DEPARTMENT OF PUBLIC WORKS



2024 COMPLETE STREETS IMPROVEMENTS LINCOLN AVENUE (NORTH 6TH STREET - BARRETT STREET)

MARCH 2024

PROJECT LOCATION



NOT TO SCALE

SHEET NO.	DRAWING NO.	DESCRIPTION
1	000 CV	TITLE SHEET
2	001 GN	GENERAL NOTES
3	020 OP	PROJECT OVERVIEW
4	030 SC	SURVEY CONTROL
5	040 D.1	TYPICAL SECTIONS
6-19	040 D.2-15	CONSTRUCTION DETAILS
20-26	050 RD.1-7	REMOVAL DETAILS
27	110 EC.1	EROSION CONTROL - NOTES
28	110 EC.2	EROSION CONTROL
29-34	200 SS.1-6	STORM AND SANITARY SEWER DETAILS
35-40	305 SM.1-6	SIGNING AND MARKING DETAILS
41	310 TC	TRAFFIC CONTROL (MILL AND OVERLAY)
42	311 TC	TRAFFIC CONTROL (RECONSTRUCTION, BROUGHTON OPEN)
43	315 TC	TRAFFIC CONTROL (RECONSTRUCTION, BROUGHTON CLOSED)
44-49	400 PP.1-6	PLAN AND PROFILE
50	400 PP.7	SIDEWALK PAVING GRADES (2ND - BARRETT)
51-54	600 PD.1-4	PAVING DETAILS (N 5TH ST - N 1ST ST)
55-58	605 PD.1-4	PAVING DETAILS (BARRETT & BROUGHTON)
59-62	700 MQ.1-4	MISCELLANEOUS QUANTITIES
63	900 FW	EARTHWORK SUMMARY
64-74	900 XS.1-11	CROSS SECTIONS

2024 COMPLETE STREETS IMPROVEMENTS
LINCOLN AVENUE
(NORTH 6TH STREET - BARRETT STREET)
TITLE SHEET



City of Sheboygan
Department of Public Works
Engineering Division
200 Lincoln Avenue
Sheboygan, WI 53081

Designed By	TJM
Drawn By	TJM
Checked By	MEI
Plot Date	2/13/2024
Plot No.	2466-24
Project DWR	MARCH 2024
Sheet No.	1

Drawing No. 0000V

Item 21.

Lincoln Avenue (North 6th Street to Barrett Street) (#8987074)
 Owner: Sheboygan WI, City of
 Solicitor: Sheboygan WI, City of
 03/07/2024 10:00 AM CST

**Buteyn-Peterson
Construction Company**

Section Title	Line Item	Item Code	Item Description	UofM	Quantity	Unit Price	Extension
	1		1 Mobilization	LS	1	\$32,500.00	\$32,500.00
	2		2 Traffic Control	LS	1	\$14,000.00	\$14,000.00
	3		3 Traffic Control - PCMS	Days	14	\$35.00	\$490.00
	4		4 Clearing and Grubbing	STA	7	\$2,581.43	\$18,070.01
	5		5 Construction Staking	LS	1	\$9,526.24	\$9,526.24
	6		6 Removing Curb and Gutter	LF	500	\$11.00	\$5,500.00
	7		7 Removing Concrete Sidewalk	SY	1400	\$20.00	\$28,000.00
	8		8 Removing Pavement	SY	7425	\$7.00	\$51,975.00
	9		9 Milling Pavement 3-Inch	SY	5850	\$2.43	\$14,215.50
	10		10 Butt Joints	SY	200	\$5.15	\$1,030.00
	11		11 Removing Inlets	Each	20	\$350.00	\$7,000.00
	12		12 Removing Manholes	Each	2	\$500.00	\$1,000.00
	13		13 Abandoning Inlet Leads 8 Inch	LF	400	\$10.00	\$4,000.00
	14		14 Abandoning Storm Sewer 10-Inch	LF	50	\$10.00	\$500.00
	15		15 Excavation Common	CY	4195	\$22.00	\$92,290.00
	16		16 HMA Pavement 4 LT 58-28 S (Upper Layer)	Tons	1250	\$74.64	\$93,300.00
	17		17 HMA Pavement 4 LT 58-28 S (Lower Layer)	Tons	975	\$78.58	\$76,615.50
	18		18 HMA Pavement 3 LT 58-28 S (Lower Layer)	Tons	625	\$72.62	\$45,387.50
	19		19 Tack Coat	Gal	700	\$3.03	\$2,121.00
	20		20 Concrete Sidewalk 4-Inch	SF	11050	\$6.75	\$74,587.50
	21		21 Concrete Driveway 7-Inch	SY	105	\$70.00	\$7,350.00
	22		22 Base Aggregate Dense 3/4-Inch	Tons	160	\$65.00	\$10,400.00
	23		23 Base Aggregate Dense 1 1/4-Inch	Tons	4900	\$15.00	\$73,500.00
	24		24 Concrete Base 7-Inch	SY	325	\$40.00	\$13,000.00
	25		25 Detectable Warning Fields	SF	474	\$35.00	\$16,590.00
	26		26 Concrete Curb and Gutter 24-inch (Exposed Pan)	LF	600	\$48.50	\$29,100.00
	27		27 Concrete Curb and Gutter 24-inch (Overlaid Pan)	LF	200	\$38.00	\$7,600.00
	28		28 Concrete Curb and Gutter 30-inch (4-Inch Curb Head)	LF	400	\$17.75	\$7,100.00
	29		29 Concrete Curb and Gutter 30-inch (6-Inch Curb Head)	LF	2525	\$18.70	\$47,217.50
	30		30 Pedestrian Curb	LF	275	\$45.00	\$12,375.00
	31		31 Sawing Concrete	LF	2090	\$3.00	\$6,270.00
	32		32 Adjust Sanitary Manhole Major	Each	2	\$2,610.00	\$5,220.00
	33		33 Adjust Sanitary Manhole Minor	Each	10	\$1,130.00	\$11,300.00
	34		34 Adjust Storm Manhole Minor	Each	4	\$950.00	\$3,800.00
	35		35 Adjusting Inlets	Each	1	\$885.00	\$885.00
	36		36 Inlets Type N1	Each	21	\$2,350.00	\$49,350.00
	37		37 Sanitary Manhole Casting	Each	12	\$475.00	\$5,700.00
	38		38 Inlet Castings	Each	22	\$685.00	\$15,070.00
	39		39 Manhole 4-FT Diameter	Each	4	\$4,050.00	\$16,200.00
	40		40 Manhole 6-FT Diameter	Each	1	\$8,650.00	\$8,650.00
	41		41 Storm Manhole Casting	Each	9	\$450.00	\$4,050.00
	42		42 12-Inch PVC Storm Sewer	LF	730	\$90.00	\$65,700.00
	43		43 21-Inch PVC Storm Sewer	LF	15	\$232.00	\$3,480.00
	44		44 Storm Sewer Lining 10-Inch	LF	360	\$50.00	\$18,000.00
	45		45 Sanitary Sewer Lining 10-Inch	LF	951	\$50.00	\$47,550.00
	46		46 Sanitary Sewer Lining 12-Inch	LF	335	\$55.55	\$18,609.25
	47		47 Sanitary Sewer Lining 15-Inch	LF	434	\$87.90	\$38,148.60
	48		48 Inlet Protection	Each	40	\$64.00	\$2,560.00
	49		49 Rock Bags	Each	50	\$0.01	\$0.50
	50		50 Pavement Marking 4-Inch	LF	450	\$2.20	\$990.00
	51		51 Pavement Marking 6-Inch Crosswalk	LF	225	\$13.00	\$2,925.00
	52		52 Pavement Marking 12-Inch Stop Bar	LF	25	\$18.00	\$450.00
	53		53 Pavement Marking 4-Inch Skips	LF	35	\$2.00	\$70.00
	54		54 Pavement Marking Island Nose	SF	20	\$16.00	\$320.00
	55		55 Sign Posts Tubular Steel	Each	9	\$215.00	\$1,935.00
	56		56 Signs	SF	53.97	\$26.50	\$1,430.21
	57		57 Topsoil	SY	2100	\$7.50	\$15,750.00
	58		58 Hydro-Seed	SY	2100	\$2.40	\$5,040.00
	59		59 Allowance - Video Conversion	LS	1	\$5,000.00	\$5,000.00
Total							\$1,150,794.31

File Attachments for Item:

22. R. C. No. 245-23-24 by Public Works Committee to whom was referred Direct Referral Res. No. 192-23-24 by Alderpersons Dekker and Rust authorizing the appropriate City officials to execute an Overhead Electric Easement for Alliant Energy at Evergreen Park (Parcel No. 59281628964); recommends adopting the Resolution.

**CITY OF SHEBOYGAN
R. C. 245-23-24**

BY PUBLIC WORKS COMMITTEE.

APRIL 3, 2024.

Your Committee to whom was referred Direct Referral Res. No. 192-23-24 by Alderpersons Dekker and Rust authorizing the appropriate City officials to execute an Overhead Electric Easement for Alliant Energy at Evergreen Park (Parcel No. 59281628964); 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
DIRECT REFERRAL RESOLUTION 192-23-24
TO PUBLIC WORKS COMMITTEE**

BY ALDERPERSONS DEKKER AND RUST.

MARCH 18, 2024.

A RESOLUTION authorizing the appropriate City officials to execute an Overhead Electric Easement for Alliant Energy at Evergreen Park (Parcel No. 59281628964).

NOW, THEREFORE, BE IT RESOLVED: That the Mayor and City Clerk are hereby authorized to execute and deliver an Overhead Electric Easement, a copy of which is attached hereto, for Alliant Energy at Evergreen Park (Parcel No. 59281628964).

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

Document No.

**EASEMENT OVERHEAD
ELECTRIC AND COMMUNICATION**

The undersigned **City of Sheboygan, Wisconsin, (hereinafter called the "Grantor")**, in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby grant, convey and warrant unto **Wisconsin Power and Light Company, a Wisconsin corporation, (hereinafter called the "Grantee")**, the Grantee's successors and assigns, the perpetual right and easement to construct, install, maintain, operate, repair, inspect, replace, add, relocate and remove the Designated Facilities, as defined below, upon, in, over, through and across lands owned by the Grantor **in the City of Sheboygan, County of Sheboygan, State of Wisconsin**, said "Easement Area" to be **10** feet in width and described as follows:

See Exhibits A & B, attached hereto and made a part hereof.

This easement is subject to the following conditions:

1. **Designated Facilities:** This easement is for overhead electric line and overhead communication line facilities, including but not limited to poles, crossarms, wires, guy wires, anchors, and any other components as Grantee may select for use in transmitting electricity or communication signals (collectively, the "Designated Facilities").
2. **Access:** The Grantee and its agents shall have the right of reasonable ingress and egress to, over and across the Grantor's land adjacent to the Easement Area.
3. **Buildings and Structures:** The Grantor agrees within the Easement Area not to construct or place buildings, structures, or other improvements, or place water, sewer or drainage facilities; all without the express written consent of the Grantee.
4. **Landscaping and Vegetation:** No plantings and landscaping are allowed within the Easement Area that will interfere with the easement rights herein granted. The Grantee has the right to trim or remove trees, bushes and brush within the Easement Area without replacement or compensation hereinafter. The Grantee may treat the stumps of any trees, bushes or brush to prevent re-growth and apply herbicides in accordance with applicable laws, rules and regulations, for tree and brush control.
5. **Elevation:** After the installation of the facilities and final grading of the Easement Area, the Grantor agrees not to alter the grade of the existing ground surface by more than six (6) inches or place rocks or boulders more than eight (8) inches in diameter, within the Easement Area, without the express written consent of the Grantee.
6. **Restoration and Damages:** The Grantee shall restore, cause to have restored or pay a reasonable sum for all damages to property, crops, fences, livestock, lawns, roads, fields and field tile (other than trees trimmed or cut down and removed), caused by the construction, maintenance or removal of said facilities.
7. **Rights not granted to the Grantee:** The Grantee shall not have the right to construct or place fences, buildings or any other facilities other than the above Designated Facilities.
8. **Reservation of use by the Grantor:** The right is hereby expressly reserved to the Grantor, the heirs, successors and assigns, of every use and enjoyment of said land within the Easement Area consistent with rights herein granted.
9. **Binding Effect:** This agreement is binding upon the heirs, successors and assigns of the parties hereto, and shall run with the lands described herein.
10. **Easement Brochure:** As provided by PSC 113, the Grantor shall have a minimum period of five days to examine materials approved or provided by the Public Service Commission of Wisconsin describing the Grantor's rights and options in the easement negotiating process. The Grantor hereby voluntarily waives the five day review period or acknowledges that they have had at least five days to review such materials.

Record this document with the Register of Deeds

Name and Return Address:

Alliant Energy
Attn: Real Estate Department
4902 North Biltmore Lane
Madison, WI 53718

Parcel Identification Number(s)

59281628964

WITNESS the signature(s) of the Grantor this _____ day of _____, 20_____.

Item 22.

CITY OF SHEBOYGAN, WISCONSIN

_____(SEAL)
Signature

_____(SEAL)
Signature

Printed Name and Title

Printed Name and Title

ACKNOWLEDGEMENT

STATE OF WISCONSIN)
COUNTY OF _____) SS

Personally came before me this _____ day of _____, 20____, the above named _____
_____ the _____ for the City of Sheboygan, Wisconsin to me known to be
the person(s) who executed the foregoing instrument and acknowledged the same.

Signature of Notary

Printed Name of Notary

Notary Public, State of Wisconsin

My Commission Expires (is) _____

This instrument drafted by

Haley Long

Checked by
Justin DeVries

March 7, 2024

Project Title: Calumet Dr.
ERP Activity ID: 4339248
Tract No.:
REROW No.:

Exhibit A

Lands owned by Grantor:

Located in the East Half (E½) of Section 9, Township 15 North, Range 23 East, City of Sheboygan, County of Sheboygan, Wisconsin.

All that land of the owner in the SE¼-SE¼ and N½-SE¼ Section 9, T15N, R23E lying southwesterly of STH 42 and northeasterly of the new southwesterly right of way line of STH 42 described as follows: Commencing at a point on the STH 42 reference line 318.86 feet N 1°19'57"W of the southeast corner of said Section 9; Thence along said reference line N 46°32'59"W 14.29 feet; Thence S 43°27'01"W 33.00 feet to a point on the existing southwesterly right of way line of STH 42 and the point of beginning; Thence along the new southwesterly right of way line N 48°33'15"W 385.95 feet; Thence N 46°32'59"W 3.18 feet to a point on a curve with a radius of 11,412.66 feet and long chord bearing N 46°49'15"W 107.99 feet; Thence northwesterly along said curve to the left 107.99 feet; Thence N 54°55'47"W 89.13 feet; Thence N 46°32'59"W 190.67 feet to a point on a curve with a radius of 7,580.15 feet and a long chord bearing N 47°28'08"W 243.19 feet; Thence northwesterly along said curve to the left 243.20 feet to a point on a curve with a radius of 11,412.66 feet and a long chord bearing N 52°20'00"W 1,043.13 feet; Thence northwesterly along said curve to the left 1,043.49 feet to a point on a curve with a radius of 7,580.15 feet and a long chord bearing N 58°02'52"W 467.93 feet; Thence northwesterly along said curve to the left 468.00 feet; Thence N 59°48'59"W 147.12 feet; Thence N 52°09'01"W 201.70 feet; Thence N 59°41'50"W 164.11 feet to a point on a curve with a radius of 2,897.79 feet and a long chord bearing N 55°56'40"W 379.31 feet; Thence northwesterly along said curve to the right 379.58 feet a point on the north-south one-quarter line 147.76 S 2°57'14"E of the center of said Section 9. Also, all that land of the owner in the NW¼-SE¼ Section 9, T15N, R23E lying northeasterly of STH 42 and southwesterly of the new northeasterly right of way line of STH 42 described as follows: Commencing at a point on the STH 42 reference line 318.86 feet N 1°19'57"W of the southeast corner of said Section 9; Thence along said reference line N 46°32'59"W 403.18 feet; Thence northwesterly along the arc of a 11,459.16 foot radius curve to the left 1,829.74 feet; Thence N 55°41'54"W 252.64 feet; Thence N 34°18'06"E 50.00 feet to a point on the existing northeasterly right of way line of STH 42 and the point of beginning; Thence along the new northeasterly right of way line N 55°41'54"W 414.44 feet; Thence S 34°18'06"W 17.50 feet; Thence N 55°41'54"W 285.35 feet to a point on a curve with a radius of 5,697.08 feet and a long chord bearing N 53°58'20"W 343.21 feet; Thence northwesterly along said curve to the right 343.26 feet to a point on the east-west one-quarter line 5.07 feet N 87°31'50"E of the center of said Section 9. Said new right of way contains 1.15 acres, more or less. Also included herein is 4.57 acres, more or less, lying within the existing right of way. AND Commencing at the center of Section nine (9), Township fifteen (15) North, Range Twenty-three (23) East, running thence east along the east and west quarter (¼) Section line of said Section nine (9), nine hundred sixty five (965) feet to the center line of Pigeon River, thence upstream along the center line of the Pigeon River six hundred eighty-five (685) feet more or less to the center line of the old Sheboygan and Calumet Plank Road, thence south sixty-eight (68) degrees fifty (50) minutes east five hundred sixty-five (565) feet to a point in the center line of State Trunk Highway 32, thence along the center line of the concrete pavement in S.T.H. 32, two hundred fifty (250) feet to a point in center line of said highway which is five hundred forty (540) feet, north forty-three (43) degrees thirty (30) minutes west of the intersection of said highway with the south line of the north one-half (½) of the southeast quarter (¼) of said Section nine (9), thence south forty-three (43) degrees thirty (30) minutes east along center line of said highway five hundred forty (540) feet to the south line of the north one-half (½) of the southeast quarter (¼) of said Section nine (9), thence west along said south line of the north one-half (½) of the southeast quarter (¼) of said section nine (9), one thousand six hundred sixty (1660) feet, more or less, to the southwest corner of the northwest quarter (¼) of the southeast quarter (¼) of said Section nine (9), thence north along the north and south quarter (¼) section line of said section nine (9), one thousand three hundred twenty (1320) feet, more or less, to the center of said Section nine (9). the point of beginning, containing thirty and seventy-eight one-hundredths (30.78) acres of land, and being a part of the north one-half (½) of the southeast one-quarter (¼) of Section nine (9), Township fifteen (15) North, Range twenty-three (23) east. AND Commencing at the southwest corner of the northwest quarter of the southeast quarter of Section Nine (9), Town Fifteen (15) North, of Range Twenty-three (23) East, thence running east along the south line of the northwest quarter of the southeast quarter of said section sixteen hundred sixty (1660) feet to the center line of the Calumet Plank Road, thence north forty-three (43) degrees thirty (30) minutes west along the center line of the Plank Road ninety-three (93) feet, thence north thirty-four (34) degrees two

(2) minutes east fifteen hundred and fourteen (1514) feet, thence north fifty-six (56) degrees forty-five (45) minutes west five hundred and forty-six (546) feet to the center line of Pigeon River, thence upstream along the center line of Pigeon River to its intersection with the east and west quarter line of said section nine, thence west along the said east and west quarter line to the center of said section nine, thence south along the north and south quarter line of said section to the point of beginning, containing sixty-six and fifty-three one hundredths (66.53) acres of land; EXCEPTING THEREFROM the following described property: Commencing at the center of Section nine (9), Township fifteen (15) North, Range twenty-three (23) East, running thence East along the East and West quarter (1/4) Section line of said Section nine (9), nine hundred sixty-five (965) feet to the center line of Pigeon River, thence upstream along the center line of Pigeon River, six hundred eighty-five (685) feet more or less to the center line of the old Sheboygan and Calumet Plank Road, thence South sixty-eight (68) degrees fifty (50) minutes East five hundred sixty-five (565) feet to a point in the center line of State Trunk Highway 32, thence along the center line of the concrete pavement in S. T. H. 32, two hundred fifty (250) feet to a point in the center line of said highway which is five hundred forty (540) feet, North forty-three (43) degrees thirty (30) minutes West of the intersection of said highway with the South line of the North one-half (1/2) of the Southeast quarter (1/4) of said Section nine (9), thence South forty-three (43) degrees thirty (30) minutes East along center line of said highway five hundred forty (540) feet to the South line of the North one-half (1/2) of the Southeast quarter (1/4) of said Section nine (9), thence West along said South line of the North one-half (1/2) of the Southeast quarter (1/4) of said Section Nine (9), one thousand six hundred sixty (1660) feet, more or less, to the Southwest corner of the Northwest quarter (1/4) of the Southeast quarter (1/4) of said Section nine (9), thence North along the North and South quarter (1/4) Section line of said Section nine (9), one thousand three hundred twenty (1320) feet, more or less, to the center of said Section nine (9), to point of beginning, containing thirty and seventy-eight one-hundredths (30.78) acres of land, and being a part of the North one-half (1/2) of the Southeast one-quarter (1/4) of Section nine (9), Township fifteen (15) North, Range twenty-three (23) East. AND A parcel of land all in the north one-half (N1/2) of the Southeast one-quarter (SE1/4) of Section 9, Township 15 North, Range 23 East, Town of Sheboygan County, described as follows, to-wit: All the land lying between a line sixty (60) feet southwesterly of and parallel with the following described centerline and the present southwesterly right of way line of State Trunk Highway No. 32 as now located, from the point of beginning to a point twelve hundred fifty-one (1251) feet northwesterly therefrom. The centerline is described as follows: Commencing at a point in the east line of said Section 9, three hundred twenty-seven & 95/100 (327.95) feet north, two degrees, twenty-three minutes (2° 23') west from the southeast corner thereof; thence north forty-six degrees, ten minutes (46° 10') west Seven hundred seventy-seven & 3/10 (777.3) feet to a point of curve; thence northwesterly along the arc of the curve to the left (whose radius is Seven thousand six hundred thirty-nine & 5/10 (7639.5) feet and whose long chord bears north fifty-two degrees, forty-eight minutes (52° 48') west One thousand seven hundred sixty-five & 3/100 (1765.03) feet a distance of Six hundred sixty-four & 4/10 (664.4) feet to the point of beginning; thence continuing northwesterly along the arc of said curve to the left a distance of twelve hundred fifty-one (1251) feet to the point of tangent. Said parcel excludes all land already reserved for highway purposes and encroachments and contains 2.124 acres, more or less.

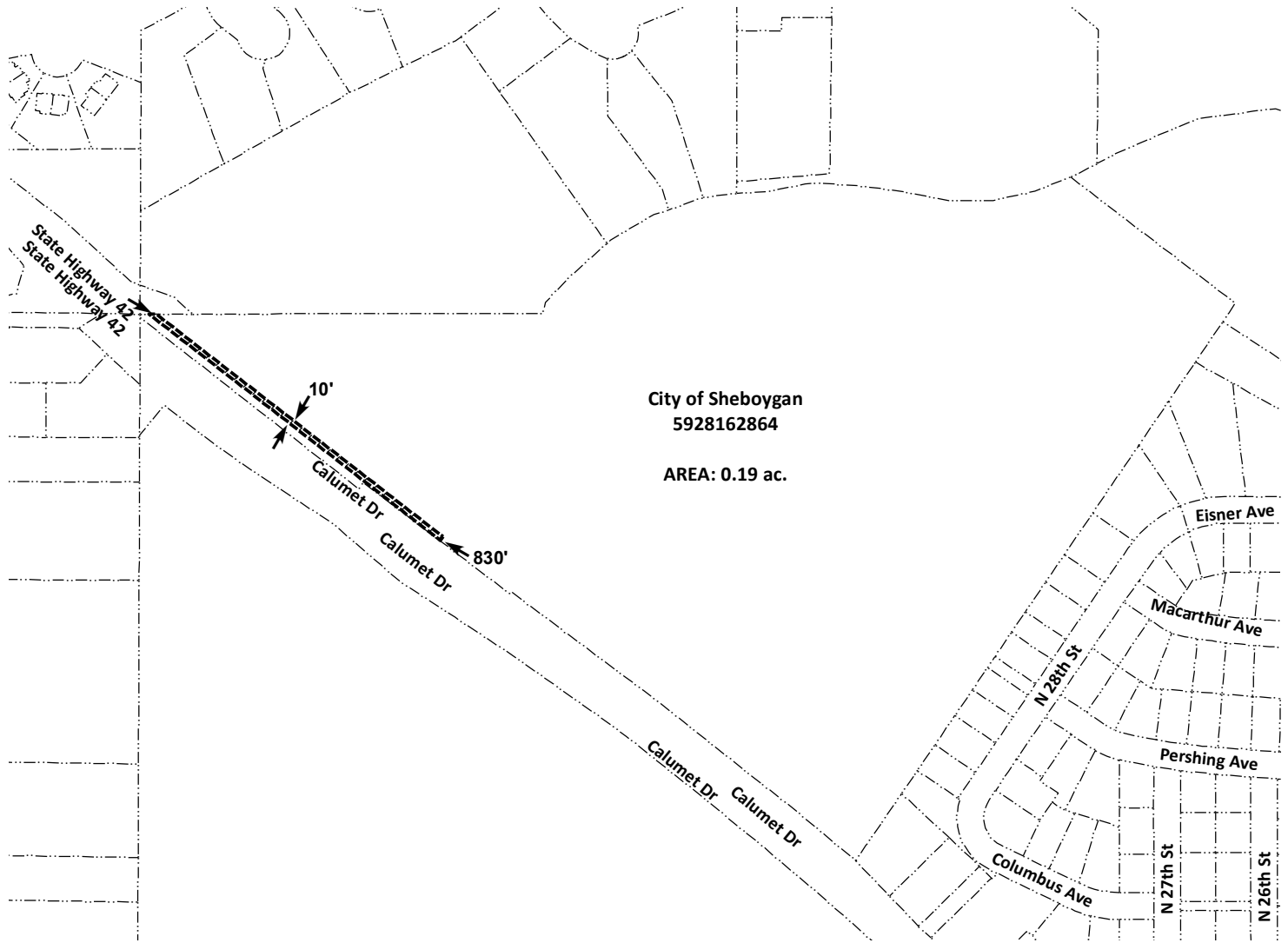
AND
 All that part of the south half of the southeast quarter of section nine (9), township fifteen (15) north of range twenty-three (23) east, lying west of the Sheboygan & Calumet Plank Road running through said eighty (80) acres of land. The land hereby agreed to be surveyed contains about sixty-nine and one-half (69-1/2) acres.

Grantor's deeds being recorded on May 12, 1992, as Document Number 1342328; on March 28, 1946, as Document Number 472169; on November 6, 1943, as Document Number 440454; on May 18, 1937, as Document Number 350282; & August 7, 1920, as Document Number 198959 in the office of the Register of Deeds for Sheboygan County, Wisconsin.

Easement area:

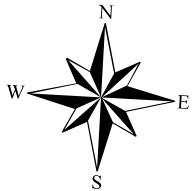
The easement area being the South Ten (10) feet of the West Eight hundred thirty (830) feet, lying parallel with the North right-of-way line of Calumet Drive, as depicted on the attached Exhibit "B", being part of the above-described real estate.

EXHIBIT B
A PART OF THE E 1/2
SEC 9-T15N-R23E
SHEBOYGAN COUNTY, WISCONSIN



City of Sheboygan
5928162864

AREA: 0.19 ac.



JCG LAND SERVICES, INC.
1715 SOUTH G AVENUE
NEVADA, IOWA 50201
(515) 382-1698



www.jcgland.com

DRAWN: WATSON

CALUMET DR

SCALE: 1" = 375'

DATE: 3/6/2024

PROPERTY LINE

EASEMENT AREA

This product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes.

EXHIBIT NOT TO SCALE

File Attachments for Item:

23. R. C. No. 246-23-24 by Public Works Committee to whom was referred Res. No. 196-23-24 by Alderpersons Dekker and Rust authorizing the appropriate City officials to apply for the Targeted Runoff Management & Notice of Discharge Grant and Urban Nonpoint Source and Stormwater Grant with the Wisconsin Department of Natural Resources for the purpose of implementing measures to control agricultural or urban storm water runoff pollution sources (as described in the application and pursuant to ss.281.65 or 281.66, Wis. Stats., and chs. NR 151, 1153 and 154); recommends adopting the Resolution.

**CITY OF SHEBOYGAN
R. C. 246-23-24**

BY PUBLIC WORKS COMMITTEE.

APRIL 3, 2024.

Your Committee to whom was referred Res. No. 196-23-24 by Alderpersons Dekker and Rust authorizing the appropriate City officials to apply for the Targeted Runoff Management & Notice of Discharge Grant and Urban Nonpoint Source and Stormwater Grant with the Wisconsin Department of Natural Resources for the purpose of implementing measures to control agricultural or urban storm water runoff pollution sources (as described in the application and pursuant to ss.281.65 or 281.66, Wis. Stats., and chs. NR 151, 1153 and 154); 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 196-23-24**

BY ALDERPERSONS DEKKER AND RUST.

MARCH 18, 2024.

A RESOLUTION authorizing the appropriate City officials to apply for the Targeted Runoff Management & Notice of Discharge Grant and Urban Nonpoint Source and Stormwater Grant with the Wisconsin Department of Natural Resources for the purpose of implementing measures to control agricultural or urban storm water runoff pollution sources (as described in the application and pursuant to ss.281.65 or 281.66, Wis. Stats., and chs. NR 151, 1153 and 154).

WHEREAS, the City of Sheboygan is interested in securing a cost-sharing grant from the Wisconsin Department of Natural Resources for the purpose of implementing water quality improvement projects within the Pigeon River corridor in Maywood and Evergreen Parks and water quality improvements at North Point Park; and

WHEREAS, the Targeted Runoff Management & Notice of Discharge Grant has a grant maximum of \$225,000 and a match of 30%; and

WHEREAS, the Urban Nonpoint Source and Stormwater Grant has a grant maximum of \$150,000 and a match of 50%; and

WHEREAS, the City anticipates meeting its matching obligations for these grants via other state funds.

NOW, THEREFORE, BE IT RESOLVED: That City staff are authorized to apply for the Targeted Runoff Management & Notice of Discharge Grant and the Urban Nonpoint Source and Stormwater Grant with the Wisconsin Department of Natural Resources.

BE IT FURTHER RESOLVED: That the City of Sheboygan will comply with all local, state, and federal laws, regulations and permit requirements pertaining to implementation of these projects and to fulfillment of the grant document provisions.

BE IT FURTHER RESOLVED: That if any local funds are necessary to satisfy the City's match obligations under either grant, the Finance Director is directed to bring forward a budget amendment resolution to Common Council for consideration and confirmation of grant acceptance.

BE IT FURTHER RESOLVED: That the City Civil Engineer / Project Manager or his designee may act on behalf of the City of Sheboygan to:

- Sign and submit an application to the State of Wisconsin Department of Natural Resources for any financial aid that may be available;

- Sign a grant agreement between the local government (applicant) and the Department of Natural Resources;
- Enter into cost-share agreements with landowner/operator to install best management practices;
- Make cost-share payment to landowner/operator after payment is requested, evidence of contractor payment by landowner/operator has been received, and grantee has verified proper BMP installation;
- Sign and submit reimbursement claims along with necessary supporting documentation;
- Sign and submit interim and final reports and other documentation as required by the grant agreement;
- Sign and submit an Environmental Hazards Assessment Form, if required; and
- Take necessary action to undertake, direct and complete the approved project.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

_____.

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of Sheboygan

Meredith DeBruin, City Clerk, City of Sheboygan

File Attachments for Item:

24. R. C. No. 247-23-24 by Licensing, Hearings, and Public Safety Committee to whom was referred Res. No. 190-23-24 by Alderpersons Rust and Felde authorizing the appropriate City officials to enter into an Agreement with Waukesha County Technical College for clinical experience with the Sheboygan Fire Department; recommends adopting the Resolution.

**CITY OF SHEBOYGAN
R. C. 247-23-24**

BY LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE.

APRIL 3, 2024.

Your Committee to whom was referred Res. No. 190-23-24 by Alderpersons Rust and Felde authorizing the appropriate City officials to enter into an Agreement with Waukesha County Technical College for clinical experience with the Sheboygan Fire Department; 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 190-23-24**

BY ALDERPERSONS RUST AND FELDE.

MARCH 18, 2024.

A RESOLUTION authorizing the appropriate City officials to enter into an Agreement with Waukesha County Technical College for clinical experience with the Sheboygan Fire Department.

RESOLVED: That the Common Council hereby authorizes the Mayor and City Clerk to execute the attached Agreement allowing students of Waukesha County Technical College to accompany City Fire Department employees for clinical experience.

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

CLINICAL/FIELD AFFILIATION AGREEMENT FOR EMERGENCY MEDICAL SERVICES OCCUPATIONS

This Agreement is made effective this 14th day of March, 2024 (“Effective Date”) by and between the WAUKESHA COUNTY TECHNICAL COLLEGE a Wisconsin institution for technical education and training (“WCTC”), and Sheboygan Fire Department, a Wisconsin clinical/field education setting (“Clinical Education Setting”).

WITNESSETH

WHEREAS, WCTC administers educational curricula for Emergency Medical Services (“EMS”) occupations (each a “Program” and collectively the “Programs”), and seeks to provide, as part of the Program curricula, supervised clinical experiences for WCTC students enrolled in the Programs (“Students”); and

WHEREAS, the Clinical Education Setting serves patients in EMS settings through the provision of medical or other services consistent with the one or more Programs, and seeks to train future EMS practitioners by providing Students with supervised clinical/field experiences at the Clinical Education Setting sites, consistent with the educational objectives of Students and WCTC; and

WHEREAS, WCTC and the Clinical Education Setting have determined that each may best accomplish its objectives by mutual assistance, and seek to describe their affiliation in this Agreement combined with one or more Program Addenda attached (or that later may be attached) to and made a part of this Agreement;

NOW THEREFORE, in consideration for the mutual promises contained herein, WCTC and the Clinical Education Setting agree as follows:

AGREEMENT

1. WCTC RIGHTS AND RESPONSIBILITIES. In addition to its rights and responsibilities described elsewhere in this Agreement, WCTC shall have the following rights and responsibilities:

1.1 Preparation of Students for Clinical/Field Placement. WCTC shall ensure, through qualified faculty, that each Student assigned to the Clinical Education Setting is adequately prepared to benefit from such assignment. A Student's preparedness shall be measured by: (i) academic performance indicating an ability to understand what Student will observe and/or perform during the clinical placement; and (ii) appreciation of the nature and seriousness of the work Student will observe and/or perform.

1.2 Assigning Students to the Clinical Education Setting. After receiving from the Clinical Education Setting the number of placements available for Students, WCTC shall select Students to be assigned to the Clinical Education Setting. WCTC shall notify the Clinical Education Setting of the Students assigned to the Clinical Education Setting, and each Student's availability for participation in clinical/field experiences.

1.3 Educational Coordinator. WCTC shall appoint a faculty member to serve as Educational Coordinator for each Program, and shall communicate his or her name, title and telephone number to the Clinical Education Setting. The Educational Coordinator shall be responsible for overall management of the Students' educational experience, and may be assigned as Educational Coordinator for one or more Programs.

1.4 Professional Liability Insurance. WCTC shall provide to each Student assigned to the Clinical Education Setting professional liability insurance pursuant to Section 8.1 of this Agreement. This coverage shall be provided at no cost to the Clinical Education Setting.

1.5 Accreditation and Licensure. WCTC shall maintain, at all times during the term of this Agreement: (i) accreditation as an educational institution; (ii) all licensures and approvals from the State of Wisconsin necessary to the applicable Program; and (iii) full and unrestricted accreditation of the Programs from the accrediting organization specified in the applicable Program Addendum (if applicable). WCTC shall promptly notify the Clinical Education Setting of any change in its accreditation or licensure status.

1.6 Background Investigative Disclosure. If required, responsibility for background investigative disclosure, pursuant to the Wisconsin Caregiver Background Check Law, shall be as described in the Program Addendum.

2. CLINICAL EDUCATION SETTING RIGHTS AND RESPONSIBILITIES. In addition to its rights and responsibilities described elsewhere in this Agreement, the Clinical Education Setting shall have the following rights and responsibilities:

2.1 Number of Placements. The Clinical Education Setting shall have sole discretion to determine its capacity to accept Students for clinical placement under this Agreement, whether such capacity is described in terms of the number of Students on-site at any one time, the number of hours of clinical supervision that the Clinical Education Setting can provide over a period of time, or other such description of capacity. The Clinical Education Setting shall communicate such capacity to WCTC before Students may be assigned to the Clinical Education Setting.

2.2 Site Coordinator. The Clinical Education Setting shall appoint an employee to serve as a coordinator at the site for each Program (for purposes of this Agreement, the "Site Coordinator" and as may be described in the Program Addendum), and shall communicate his or her name, title and telephone number to WCTC. The Site Coordinator shall be responsible for overall management of the experience at the Clinical Education Setting, and may be assigned as Site Coordinator for one or more Programs.

2.3 Orientation. The Clinical Education Setting shall provide WCTC faculty and Students with a comprehensive orientation to the Clinical Education Setting, including all applicable policies and procedures and expectations of the Clinical Education Setting, and a tour of the physical station or location. Such orientation shall include a comprehensive orientation to the Clinical Education Setting's emergency and safety protocols and policies and other orientation activities as may be mutually agreed to by

WCTC and Clinical Education Setting as set forth in any Program Addendum attached hereto.

2.4 Qualified Supervision. Clinical Education Setting shall assure that a qualified practitioner supervises each Student. A practitioner shall be qualified if he or she: (i) maintains licensure or certification as appropriate for the particular Program; (ii) possesses adequate experience (a minimum of two years at the level of license, or higher, being sought by the student); (iii) demonstrates competence in the area of practice; and (iv) demonstrates interest and ability in teaching. The student to practitioner ratio shall not exceed that ratio specified in the applicable Program Addendum, if any.

2.5 Student Access to the Clinical Education Setting and Patients. The Clinical Education Setting shall permit access by Students to any and all areas of the Clinical Education Setting as reasonably required to support Students' clinical development and as permitted under applicable law. These areas shall include, without limitation, patient care units, ambulances, other apparatus, cafeteria/dining and parking facilities.

2.6 Accreditation, Licensure and Eligibility. The Clinical Education Setting shall maintain, at all times during the term of this Agreement all qualifications necessary to provide services under this Agreement, including: (i) full and unrestricted accreditation, as appropriate and as described in the Program Addendum; (ii) all necessary licensures, certifications and approvals from the State of Wisconsin or other authority; and (iii) if applicable, eligibility for participation in the Medicare and Medicaid programs. The Clinical Education Setting shall immediately notify WCTC of any change in the Clinical Education Setting's qualifications, accreditation, licensure or eligibility status.

2.7 Clinical Component Requirements. The clinical/field component offered by WCTC shall in all respects be implemented and administered by the Clinical Education Setting in a manner that meets the requirements of any agency that accredits, licenses, certifies or otherwise oversees the Program, other authorities identified by WCTC, and all applicable laws.

2.8 Inspections. The Clinical Education Setting shall, upon reasonable request, permit inspection of its premises by WCTC.

2.9 Final Authority. The Clinical Education Setting retains final authority for all aspects of operations at and management of the Clinical Education Setting.

2.10 Remuneration. Students may not receive remuneration for services relating to the Program and performed for or on behalf of the Clinical Education Setting. Students will not be considered to be employees of the Clinical Education Setting at any time (to include consideration as employees for workers compensation, FLSA, or other benefits or programs).

3. JOINT RIGHTS AND RESPONSIBILITIES. In addition to their rights and responsibilities described elsewhere in this Agreement, WCTC and the Clinical Education Setting shall have the following rights and responsibilities.

3.1 Supervision and Evaluation of Students. WCTC and the Clinical Education Setting shall, in good faith, work cooperatively to assure adequate supervision

and evaluation of Students while Students are on-site at the Clinical Education Setting. Both parties shall reinforce with Students: (i) the seriousness of the service being performed at the Clinical Education Setting, including the Students' impact upon patients' wellbeing; (ii) the importance of abiding by the Clinical Education Setting rules and regulations; and (iii) the confidentiality of patient identities and health information. WCTC shall, if the Clinical Education Setting so desires, assure prompt feedback to the Clinical Education Setting regarding Students' evaluation of their clinical experience at the Clinical Education Setting. The Clinical Education Setting shall assure prompt feedback to WCTC regarding Students' performance at the Clinical Education Setting and additional feedback as described in the Program Addendum, if any.

3.2 Review and Evaluation of Affiliation. WCTC and the Clinical Education Setting agree to review and evaluate any and all aspects of their affiliation at periodic intervals, and to work cooperatively to establish and maintain clinical experiences that meet their respective objectives. This Agreement may be amended or modified, pursuant to Section 6 below, to reflect changes in the parties' relationship.

4. STUDENT RIGHTS AND RESPONSONABILITIES. WCTC and the Clinical Education Setting shall instruct Students regarding Students' rights and responsibilities while onsite at the Clinical Education Setting. These rights and responsibilities shall include the following:

4.1 Conduct. Student shall, at all times while on the Clinical Education Setting premises, conduct himself or herself in a professional manner and shall refrain from loud, boisterous, offensive or otherwise inappropriate conduct. Student shall refrain from the improper use of alcohol or other drugs, and shall not carry any firearms or other weapons while on the Clinical Education Setting premises. Student shall abide by all policies, rules and regulations established by the Clinical Education Setting and WCTC. Failure to abide by these policies, rules and regulations may result in the student's removal from the Clinical Education Setting.

4.2 Timeliness. Student shall report to the Clinical Education Setting at the assigned place and time. Student shall immediately inform the Clinical Education Setting and WCTC of Student's inability to report to the Clinical Education Setting as assigned.

4.3 Uniform and Identification. Student shall wear the uniform or other clothing as directed by WCTC. Student shall display proper identification as directed by the Clinical Education Setting. Student's appearance shall be, at all times, neat and clean.

4.4 Insurance. Maintenance of comprehensive health and medical insurance as required under Section 8.3 of this Agreement shall be the sole responsibility of the Student.

4.5 Personal Expenses. While at the Clinical Education Setting, Student shall be responsible for Student's personal expenses such as meals, travel, medical care and incidentals.

4.6 Evaluation of Clinical Experience. Student shall, upon request of WCTC, or the Clinical Education Setting, provide a candid written evaluation of the

clinical experience at the Clinical Education Setting including, without limitation, preparation for the on-site experience, orientation to the Clinical Education Setting and experience and supervision at the Clinical Education Setting.

5. STUDENT HEALTH POLICIES

5.1 Emergency Medical Services. If Student is injured or becomes ill while at the Clinical Education Setting, the Clinical Education Setting shall provide emergent or urgent medical care, as appropriate, consistent with the Clinical Education Setting's capability and policies. The Clinical Education Setting shall promptly notify WCTC that Student has been injured or has become ill. Student shall bear full financial responsibility for charges associated with said treatment.

5.2 Immunizations. WCTC shall assure that Student has received, before reporting to the Clinical Education Setting, appropriate immunizations and vaccines, or, in the alternative, has completed the appropriate declination of immunization form, notice of which is provided to the Clinical Education Setting.

5.3 OSHA Policies. Clinical Education Setting shall instruct Students regarding precautions and other procedures to protect Students, patients and the Clinical Education Setting personnel from blood borne and other pathogens.

6. TERM AND TERMINATION

6.1 Initial and Renewal Term. Subject to Section 6.2 below, this Agreement shall be effective as of the date set forth above ("Effective Date") and shall continue for an initial term of one academic or Program year as set forth in the Program Addendum. Thereafter, this Agreement shall automatically renew and continue in full force and effect for any and all periods during which any Student in a Program is placed at and accepted by the Clinical Education Setting. Notwithstanding the foregoing, either party may choose not to renew this Agreement at the end of the then-current Program by providing the other with not less than one hundred twenty (120) days' advance written notice of its intent not to renew prior to the end of then-current Program. In the event that either party's non-renewal of this Agreement disrupts the clinical experience of any Student(s) in a Program, the Agreement shall remain in full force and effect until such time as this Agreement may expire without disruption of said Student(s)' clinical experience. Upon notice of non-renewal by either party, no new Student may be placed at the Clinical Education Setting.

6.2 Termination. Notwithstanding Section 6.1 above, this Agreement may be terminated as follows.

A. By Mutual Agreement. WCTC and the Clinical Education Setting may terminate this Agreement at any time, and on any terms, to which they agree in writing, though the parties shall attempt, in good faith and using their best effort, to effectuate the termination to coincide with a normal academic or Program break.

B. For Cause. In the event WCTC or the Clinical Education Setting fails in any substantial manner to perform as required herein, this Agreement may be terminated as described below:

(1) Either party may terminate this Agreement at any time, upon material breach of any of its provisions by the other party; provided, however, if such breach is curable, that not less than thirty (30) days prior to termination, written notice shall be given by the non-breaching party to the breaching party that states the intention of the non-breaching party to terminate this Agreement, the nature of the material breach giving rise to termination, and shall permit the breaching party reasonable opportunity to cure such material breach to the reasonable satisfaction of the non-breaching party during said thirty (30) day period.

(2) If the material breach is not resolved to the reasonable satisfaction of the non-breaching party during the thirty (30) day period as provided in B. (1) above, the non-breaching party shall immediately give the breaching party written notice of termination of the Agreement.

(3) In the event that termination of the Agreement by the Clinical Education Setting pursuant to this Section 6.2 (B) disrupts the clinical experience of any Student(s) in a Program, the parties shall attempt, in good faith and using their commercially reasonable best efforts, to continue Students' clinical experiences and this Agreement shall remain in full force and effect until such time as this Agreement may expire without disruption of said Students' clinical experience. During any time period in which notice of termination has been given and existing Students are completing the Program, no new Student may be placed at the Clinical Education Setting.

C. Immediate Termination. WCTC may immediately terminate this Agreement and any and all Program Addenda if the Clinical Education Setting fails to maintain full and unrestricted accreditation, licensure and, if applicable, eligibility as required under Section 2.6 of this Agreement. The Clinical Education Setting may terminate this Agreement immediately upon written notice to WCTC if WCTC fails to maintain full and unrestricted accreditation and licensure as required under Section 1.5 of this Agreement. In addition, the Clinical Education Setting may also terminate any Program Addenda if WCTC fails to maintain full and unrestricted accreditation with respect to said Program as required under the applicable Program Addendum.

6.3 Effect of Termination. Upon termination of this Agreement, no party shall have any further obligation hereunder except for obligations accruing under the terms of this Agreement prior to the date of termination.

6.4 Amendments and Modifications. This Agreement may be changed at any time with the written approval of the parties. Such amendments or modifications will be written, signed by the parties and made a part of this Agreement.

7. INDEMNIFICATION AND LIABILITY

7.1 WCTC. WCTC shall indemnify, defend and hold harmless the Clinical Education Setting, its governing board, officers, employees and agents from and against any and all liabilities, claims, losses, lawsuits, judgments, and/or expenses including attorney fees, arising, either directly or indirectly, from any act or failure to act by WCTC or any of its employees. WCTC will indemnify the Clinical Education Setting for any act by any Student that may occur during or that may arise out of this Agreement unless the Clinical Education Setting was negligent in its supervision of the student.

7.2 The Clinical Education Setting. The Clinical Education Setting shall indemnify, defend and hold harmless WCTC, its governing board, officers, faculty, employees and agents from and against any and all liabilities, claims, losses, lawsuits, judgments, and/or expenses including attorney fees, arising, either directly or indirectly, from any act or failure to act by the Clinical Education Setting or any of its employees, agents, medical residents or members of its medical staff that may occur during or that may arise out of this Agreement. Nothing contained within this agreement is intended to be a waiver or estoppel of the City or its insurer to rely upon the limitations, defenses, and immunities contained within Wis. Stat. ss. 345.05 and 893.80. To the extent that indemnification is available and enforceable, the City or its insurer shall not be liable in indemnity, contribution, or otherwise for an amount greater than the limits of liability of municipal claims established by Wisconsin law.

7.3 Costs. In the event each party is found to be at fault, then each shall bear its own costs and attorney fees and its proportionate share of any judgment or settlement based on its percentage of fault, as determined by a procedure established by the parties.

7.4 Survival. This Section 7 shall continue beyond the expiration, non-renewal or termination of this Agreement.

8. INSURANCE.

8.1 The Clinical Education Setting. The Clinical Education Setting shall maintain, at no cost to WCTC, general and professional liability insurance covering the Clinical Education Setting as an entity and each of its physician-employees, nonphysician-employees, firefighters, EMTs, officers, medical residents and agents against professional liability claims, in the minimum amount of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate per year. Clinical Education Setting agrees to promptly provide WCTC with evidence of such insurance upon request.

8.2 Students. Students shall maintain, at no cost to WCTC or the Clinical Education Setting (unless either such party consents to such cost), comprehensive health and medical insurance. Evidence of such insurance shall be provided to WCTC and Clinical Education Setting upon request.

9. DISPUTE RESOLUTION. Any dispute arising under or in any way related to this Agreement that is not resolved by agreement of WCTC and Clinical Education Setting may be resolved via mediation or litigation in the Circuit Court of Sheboygan County. Each party shall bear its own costs and expenses, unless otherwise determined as part of the dispute resolution.

10. NOTICES AND COMMUNICATION.

10.1 Notices. All notices under this Agreement shall be given in writing and shall be deemed to have been properly given when delivered:

If to WCTC:

City of Sheboygan

Attn: Chief Montellano

1326 N. 25th St

Sheboygan, WI 53081

With Copy to

City of Sheboygan

Attn: City Clerk

828 Center Ave.

Sheboygan, WI 53081

If to the Clinical Education Setting:

Waukesha County Technical College

Attn: Michelle Skinder, VP HR and Legal Affairs

800 Main Street, Pewaukee, WI 53072

or at other such addresses as a party from time to time may designate by written notice to the other party.

10.2 Other Communications. Communications, other than notices as described in Section 10.1 above, whether written or oral, shall be directed to the appropriate WCTC Associate Dean, Educational Coordinator or Site Coordinator as indicated in the applicable Program Addendum.

11. NON-EXCLUSIVE. The parties agree that WCTC shall be free to enter into similar agreements with other facilities, and that the Clinical Education Setting shall be free to enter into similar agreements with other educational institutions.

12. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the Laws of the State of Wisconsin.

13. INVALID PROVISION. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

14. ASSIGNMENT. No assignment by a party of this Agreement or its rights and responsibilities hereunder shall be valid without the specific written consent of the other party.

15. RELATIONSHIP OF PARTIES. WCTC and the Clinical Education Setting, including their respective agents and employees, shall be, at all times, independent contractors of the other. Nothing in this Agreement is intended or shall be construed to create a joint venture relationship, a partnership, a lease, or a landlord/tenant relationship. Should any governmental agency question or challenge the independent contractor status of WCTC, the Clinical Education Setting or their employees, both WCTC and the Clinical Education Setting, upon receipt by either of them of notice, shall promptly notify the other party and afford the other party the opportunity to participate in any government agency discussion or negotiations, irrespective of how such discussions are initiated.

16. CONFIDENTIALITY OF RECORDS

16.1 Student Records. WCTC and the Clinical Education Setting acknowledge that many student educational records are protected by the Family Educational Rights and Privacy Act ("FERPA") and that, generally, student permission must be obtained before releasing specific student data to anyone other than WCTC. WCTC agrees to provide the Clinical Education Setting with guidance with respect to compliance with FERPA.

16.2 Patient Health Care Records. WCTC and the Clinical Education Setting acknowledge that patient health information is protected under Wisconsin law (e.g., Wis. Stat. §§ 146.82, 51.30 and 252.15) and the Health Insurance Portability and Accountability Act ("HIPAA") and its accompanying regulations. The Clinical Education Setting agrees to provide Students and WCTC with guidance with respect to compliance with these statutes and regulations.

16.3 Other Records. The parties acknowledge that certain records may be subject to Wisconsin's Open Records laws or federal Freedom of Information laws. The parties agree to work together in good faith to ensure compliance with any applicable open record law or regulation.

17. NON-DISCRIMINATION. WCTC and the Clinical Education Setting shall not unlawfully discriminate against any individual on the basis of race, creed, color, sex, religion, age, disability or national origin, and shall comply with applicable anti-discriminatory laws and policies promulgated by WCTC.

18. ENTIRE AGREEMENT. This Agreement, together with one or more Program Addenda attached (or that later may be attached) hereto, constitutes the entire agreement between the parties and contains all the agreements between the parties with respect to the subject hereof. This Agreement supersedes any and all other agreements, in writing or oral, between the parties hereto with respect to the subject matter thereof.

THIS AGREEMENT PRESUMES THE EXECUTION OF ONE OR MORE PROGRAM ADDENDA.

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

WCTC COLLEGE:

DocuSigned by:

By: Michelle Skinder
Michelle M. Skinder
VP, HR and Legal Affairs

Date: 4/4/2024

CLINICAL EDUCATION SETTING:

By: _____
Ryan Sorenson, Mayor

Date: _____

By: _____
Meredith DeBruin, City Clerk

Date: _____

**PROGRAM ADDENDUM TO THE CLINICAL AFFILIATION
AGREEMENT FOR EMERGENCY MEDICAL SERVICES OCCUPATIONS**

This Program Addendum is made effective this 14th day of March, 2024 ("Effective Date") by and between WAUKESHA COUNTY TECHNICAL COLLEGE, INC. a Wisconsin institution for technical education and training ("WCTC") and Sheboygan Fire Department, a Wisconsin clinical/field education setting ("Clinical Education Setting").

WHEREAS, WCTC and Clinical Education Setting have executed a Clinical Affiliation Agreement for Emergency Medical Services (EMS) Occupations dated March 14, 2024 ("Agreement") that describes their relationship regarding educational and clinical experiences for Students enrolled in one or more of WCTC's EMS occupation programs; and

WHEREAS, the Agreement presumes the execution of a Program Addendum pertaining to each health occupations program to which it applies and any capitalized terms not defined in this Program Addendum shall have the meaning set forth in the Agreement; and

WHEREAS, the parties desire to execute this Program Addendum to effectuate the Agreement with regard to WCTC's Intermediate and Paramedic Programs ("Programs");

NOW, THEREFORE, with regard to the Program, the parties agree as follows:

1. Pursuant to Section 1.3 of the Agreement, WCTC's Educational Coordinator for the Program shall be Associate Dean Courtney Hull.
2. Pursuant to Section 1.6 of the Agreement, all Students who are assigned to the Clinical Education Setting shall have had a background check performed under the direction of WCTC in accordance with applicable Wisconsin Caregiver Background Check Law. The background check shall include obtaining, as applicable, information from the Department of Justice, the Department of License and Regulation, the Department of Health and Family Services and from out-of-state agencies if the Student has lived outside of Wisconsin within the past three years. If the Student has a criminal record, it will be evaluated by WCTC to determine if the individual is barred from performing duties at the Clinical Education Setting. Prior to placement of the Student, WCTC will notify the Clinical Education Setting in writing of any crime of which Student has been convicted that may preclude the Student from licensure as an EMT with the State of Wisconsin so that the Clinical Education Setting may make a determination as to whether the conviction(s) is substantially related to the duties the Student would be performing. The Clinical Education Setting may refuse placement of any Student the Clinical Education Setting believes could put its patients, employees and/or visitors at risk. WCTC hereby agrees to notify the Clinical Education Setting when WCTC becomes aware that any Student on site at the Clinical Education Setting is charged with or convicted of any crime or is investigated by any governmental agency that would preclude the student's licensure as an EMT in the State of Wisconsin. Both WCTC and the Clinical Education Setting understand that the Student has an ongoing duty to report to WCTC should there be any change from the initial background check.

3. Pursuant to Section 2.2 of the Agreement, the Clinical Education Setting's Site Coordinator shall be Assistant Chief Michael Lubbert.

4. Pursuant to Section 2.4, responsibility for qualified supervision shall be as follows: Clinical/Field Instructors/Preceptors assigned to the Programs will be responsible for provision, coordination and supervision of the clinical/field instruction, and the experience to be provided by Clinical Education Setting to the Students enrolled in the Program. Clinical/Field Instructors/Preceptors will be licensed by the State of Wisconsin in good professional standing with at least two (2) year of experience at or above the EMS level of training being received by the Student or such higher number of years' experience as requested by accreditation agencies, and have such other qualifications and experience as agreed to by WCTC and Clinical Education Setting, or as required for Program accreditation by accrediting agencies and authorities.

5. Pursuant to Section 2.7 of the Agreement, the clinical component offered by WCTC shall in all respects be implemented and administered by the Clinical Education Setting in a manner that meets the requirements of any accreditation agency that accredits the Program, including the State of Wisconsin Department of Health and Family Services.

6. Pursuant to Section 3.1 of the Agreement, the Clinical Education Setting shall provide the following additional feedback to the Program: Evaluation of clinical performance by enrolled Students at the Clinical Education Setting will be the responsibility of the Clinical Instructors and the Clinical Education Setting. The Clinical/Field Instructors/Preceptors will participate in evaluation of the Student through written communication. It is the responsibility of the Clinical/Field Instructors/Preceptors to notify WCTC of performance of a Student that is less than satisfactory in a timely manner so that appropriate remediation may be initiated by the Clinical Education Setting, and if necessary, other action taken with the assistance of WCTC. WCTC, following review of written reports and input from the Clinical Education Setting concerning Student performance and coursework in the Program, will assign the final Pass-Fail grade to the Student for each clinical internship.

7. Pursuant to Section 6.1, the Agreement shall continue for an initial term of one Program year ending on March 13, 2025.

8. All other terms of the Agreement shall apply, as applicable, to the Program and this Program Addendum.

9. This Program Addendum shall be effective as of the date first written above and shall continue in full force and effect for so long as the Agreement remains in full force and effect unless this Program Addendum is (a) terminated prior to termination of the Agreement pursuant to Section 6.2 of the Agreement, or (b) superseded by the execution of an amended and/or restated Program Addendum.

IN WITNESS WHEREOF, the parties have executed this Program Addendum to the Affiliation Agreement for Health Occupations as of the Effective Date.

WCTC COLLEGE:

DocuSigned by:

By: Michelle Skinder
BD1BFFA9D384AB
Michelle M. Skinder
VP, HR and Legal Affairs

Date: 4/4/2024

CLINICAL EDUCATION SETTING:

By: Ryan Sorenson
Ryan Sorenson, Mayor

Date: 4/3/24

By: Meredith DeBruin
Meredith DeBruin, City Clerk

Date: 4/3/24

Certificate Of Completion

Envelope Id: 662068A4B0C747518AFAA3EFEB7999ED
 Subject: Complete with DocuSign: Sheboygan Field Agreement.pdf
 Source Envelope:
 Document Pages: 14
 Certificate Pages: 2
 AutoNav: Enabled
 EnvelopeId Stamping: Enabled
 Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Completed

 Envelope Originator:
 Courtney Hull
 800 Main St
 Pewaukee, WI 53072
 chull1@wctc.edu
 IP Address: 23.114.93.117

Record Tracking

Status: Original
 4/4/2024 7:21:29 PM
 Holder: Courtney Hull
 chull1@wctc.edu
 Location: DocuSign

Signer Events

Michelle Skinder
 mskinder@wctc.edu
 Vice President of Human Resources
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

 BD1BFEA9D2334AD...

 Signature Adoption: Pre-selected Style
 Using IP Address: 75.86.144.193
 Signed using mobile

Timestamp

Sent: 4/4/2024 7:24:13 PM
 Viewed: 4/4/2024 7:41:03 PM
 Signed: 4/4/2024 7:41:25 PM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

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Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Brandon Bergner
 bbergner1@wctc.edu
 Security Level: Email, Account Authentication (None)

COPIED

Sent: 4/4/2024 7:41:27 PM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Courtney Hull
 chull1@wctc.edu
 Associate Dean
 Waukesha County Technical College
 Security Level: Email, Account Authentication (None)

COPIED

Sent: 4/4/2024 7:41:27 PM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent	Hashed/Encrypted	4/4/2024 7:24:13 PM
Certified Delivered	Security Checked	4/4/2024 7:41:03 PM
Signing Complete	Security Checked	4/4/2024 7:41:25 PM
Completed	Security Checked	4/4/2024 7:41:27 PM

Payment Events

Status

Timestamps

CLINICAL/FIELD AFFILIATION AGREEMENT FOR EMERGENCY MEDICAL SERVICES OCCUPATIONS

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WHEREAS, WCTC administers educational curricula for Emergency Medical Services (“EMS”) occupations (each a "Program" and collectively the "Programs"), and seeks to provide, as part of the Program curricula, supervised clinical experiences for WCTC students enrolled in the Programs ("Students"); and

WHEREAS, the Clinical Education Setting serves patients in EMS settings through the provision of medical or other services consistent with the one or more Programs, and seeks to train future EMS practitioners by providing Students with supervised clinical/field experiences at the Clinical Education Setting sites, consistent with the educational objectives of Students and WCTC; and

WHEREAS, WCTC and the Clinical Education Setting have determined that each may best accomplish its objectives by mutual assistance, and seek to describe their affiliation in this Agreement combined with one or more Program Addenda attached (or that later may be attached) to and made a part of this Agreement;

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1.3 Educational Coordinator. WCTC shall appoint a faculty member to serve as Educational Coordinator for each Program, and shall communicate his or her name, title and telephone number to the Clinical Education Setting. The Educational Coordinator shall be responsible for overall management of the Students' educational experience, and may be assigned as Educational Coordinator for one or more Programs.

1.4 Professional Liability Insurance. WCTC shall provide to each Student assigned to the Clinical Education Setting professional liability insurance pursuant to Section 8.1 of this Agreement. This coverage shall be provided at no cost to the Clinical Education Setting.

1.5 Accreditation and Licensure. WCTC shall maintain, at all times during the term of this Agreement: (i) accreditation as an educational institution; (ii) all licensures and approvals from the State of Wisconsin necessary to the applicable Program; and (iii) full and unrestricted accreditation of the Programs from the accrediting organization specified in the applicable Program Addendum (if applicable). WCTC shall promptly notify the Clinical Education Setting of any change in its accreditation or licensure status.

1.6 Background Investigative Disclosure. If required, responsibility for background investigative disclosure, pursuant to the Wisconsin Caregiver Background Check Law, shall be as described in the Program Addendum.

2. CLINICAL EDUCATION SETTING RIGHTS AND RESPONSIBILITIES. In addition to its rights and responsibilities described elsewhere in this Agreement, the Clinical Education Setting shall have the following rights and responsibilities:

2.1 Number of Placements. The Clinical Education Setting shall have sole discretion to determine its capacity to accept Students for clinical placement under this Agreement, whether such capacity is described in terms of the number of Students on-site at any one time, the number of hours of clinical supervision that the Clinical Education Setting can provide over a period of time, or other such description of capacity. The Clinical Education Setting shall communicate such capacity to WCTC before Students may be assigned to the Clinical Education Setting.

2.2 Site Coordinator. The Clinical Education Setting shall appoint an employee to serve as a coordinator at the site for each Program (for purposes of this Agreement, the "Site Coordinator" and as may be described in the Program Addendum), and shall communicate his or her name, title and telephone number to WCTC. The Site Coordinator shall be responsible for overall management of the experience at the Clinical Education Setting, and may be assigned as Site Coordinator for one or more Programs.

2.3 Orientation. The Clinical Education Setting shall provide WCTC faculty and Students with a comprehensive orientation to the Clinical Education Setting, including all applicable policies and procedures and expectations of the Clinical Education Setting, and a tour of the physical station or location. Such orientation shall include a comprehensive orientation to the Clinical Education Setting's emergency and safety protocols and policies and other orientation activities as may be mutually agreed to by

WCTC and Clinical Education Setting as set forth in any Program Addendum attached hereto.

2.4 Qualified Supervision. Clinical Education Setting shall assure that a qualified practitioner supervises each Student. A practitioner shall be qualified if he or she: (i) maintains licensure or certification as appropriate for the particular Program; (ii) possesses adequate experience (a minimum of two years at the level of license, or higher, being sought by the student); (iii) demonstrates competence in the area of practice; and (iv) demonstrates interest and ability in teaching. The student to practitioner ratio shall not exceed that ratio specified in the applicable Program Addendum, if any.

2.5 Student Access to the Clinical Education Setting and Patients. The Clinical Education Setting shall permit access by Students to any and all areas of the Clinical Education Setting as reasonably required to support Students' clinical development and as permitted under applicable law. These areas shall include, without limitation, patient care units, ambulances, other apparatus, cafeteria/dining and parking facilities.

2.6 Accreditation, Licensure and Eligibility. The Clinical Education Setting shall maintain, at all times during the term of this Agreement all qualifications necessary to provide services under this Agreement, including: (i) full and unrestricted accreditation, as appropriate and as described in the Program Addendum; (ii) all necessary licensures, certifications and approvals from the State of Wisconsin or other authority; and (iii) if applicable, eligibility for participation in the Medicare and Medicaid programs. The Clinical Education Setting shall immediately notify WCTC of any change in the Clinical Education Setting's qualifications, accreditation, licensure or eligibility status.

2.7 Clinical Component Requirements. The clinical/field component offered by WCTC shall in all respects be implemented and administered by the Clinical Education Setting in a manner that meets the requirements of any agency that accredits, licenses, certifies or otherwise oversees the Program, other authorities identified by WCTC, and all applicable laws.

2.8 Inspections. The Clinical Education Setting shall, upon reasonable request, permit inspection of its premises by WCTC.

2.9 Final Authority. The Clinical Education Setting retains final authority for all aspects of operations at and management of the Clinical Education Setting.

2.10 Remuneration. Students may not receive remuneration for services relating to the Program and performed for or on behalf of the Clinical Education Setting. Students will not be considered to be employees of the Clinical Education Setting at any time (to include consideration as employees for workers compensation, FLSA, or other benefits or programs).

3. JOINT RIGHTS AND RESPONSIBILITIES. In addition to their rights and responsibilities described elsewhere in this Agreement, WCTC and the Clinical Education Setting shall have the following rights and responsibilities.

3.1 Supervision and Evaluation of Students. WCTC and the Clinical Education Setting shall, in good faith, work cooperatively to assure adequate supervision

and evaluation of Students while Students are on-site at the Clinical Education Setting. Both parties shall reinforce with Students: (i) the seriousness of the service being performed at the Clinical Education Setting, including the Students' impact upon patients' wellbeing; (ii) the importance of abiding by the Clinical Education Setting rules and regulations; and (iii) the confidentiality of patient identities and health information. WCTC shall, if the Clinical Education Setting so desires, assure prompt feedback to the Clinical Education Setting regarding Students' evaluation of their clinical experience at the Clinical Education Setting. The Clinical Education Setting shall assure prompt feedback to WCTC regarding Students' performance at the Clinical Education Setting and additional feedback as described in the Program Addendum, if any.

3.2 Review and Evaluation of Affiliation. WCTC and the Clinical Education Setting agree to review and evaluate any and all aspects of their affiliation at periodic intervals, and to work cooperatively to establish and maintain clinical experiences that meet their respective objectives. This Agreement may be amended or modified, pursuant to Section 6 below, to reflect changes in the parties' relationship.

4. STUDENT RIGHTS AND RESPONSIBILITIES. WCTC and the Clinical Education Setting shall instruct Students regarding Students' rights and responsibilities while onsite at the Clinical Education Setting. These rights and responsibilities shall include the following:

4.1 Conduct. Student shall, at all times while on the Clinical Education Setting premises, conduct himself or herself in a professional manner and shall refrain from loud, boisterous, offensive or otherwise inappropriate conduct. Student shall refrain from the improper use of alcohol or other drugs, and shall not carry any firearms or other weapons while on the Clinical Education Setting premises. Student shall abide by all policies, rules and regulations established by the Clinical Education Setting and WCTC. Failure to abide by these policies, rules and regulations may result in the student's removal from the Clinical Education Setting.

4.2 Timeliness. Student shall report to the Clinical Education Setting at the assigned place and time. Student shall immediately inform the Clinical Education Setting and WCTC of Student's inability to report to the Clinical Education Setting as assigned.

4.3 Uniform and Identification. Student shall wear the uniform or other clothing as directed by WCTC. Student shall display proper identification as directed by the Clinical Education Setting. Student's appearance shall be, at all times, neat and clean.

4.4 Insurance. Maintenance of comprehensive health and medical insurance as required under Section 8.3 of this Agreement shall be the sole responsibility of the Student.

4.5 Personal Expenses. While at the Clinical Education Setting, Student shall be responsible for Student's personal expenses such as meals, travel, medical care and incidentals.

4.6 Evaluation of Clinical Experience. Student shall, upon request of WCTC, or the Clinical Education Setting, provide a candid written evaluation of the

clinical experience at the Clinical Education Setting including, without limitation, preparation for the on-site experience, orientation to the Clinical Education Setting and experience and supervision at the Clinical Education Setting.

5. STUDENT HEALTH POLICIES

5.1 Emergency Medical Services. If Student is injured or becomes ill while at the Clinical Education Setting, the Clinical Education Setting shall provide emergent or urgent medical care, as appropriate, consistent with the Clinical Education Setting's capability and policies. The Clinical Education Setting shall promptly notify WCTC that Student has been injured or has become ill. Student shall bear full financial responsibility for charges associated with said treatment.

5.2 Immunizations. WCTC shall assure that Student has received, before reporting to the Clinical Education Setting, appropriate immunizations and vaccines, or, in the alternative, has completed the appropriate declination of immunization form, notice of which is provided to the Clinical Education Setting.

5.3 OSHA Policies. Clinical Education Setting shall instruct Students regarding precautions and other procedures to protect Students, patients and the Clinical Education Setting personnel from blood borne and other pathogens.

6. TERM AND TERMINATION

6.1 Initial and Renewal Term. Subject to Section 6.2 below, this Agreement shall be effective as of the date set forth above ("Effective Date") and shall continue for an initial term of one academic or Program year as set forth in the Program Addendum. Thereafter, this Agreement shall automatically renew and continue in full force and effect for any and all periods during which any Student in a Program is placed at and accepted by the Clinical Education Setting. Notwithstanding the foregoing, either party may choose not to renew this Agreement at the end of the then-current Program by providing the other with not less than one hundred twenty (120) days' advance written notice of its intent not to renew prior to the end of then-current Program. In the event that either party's non-renewal of this Agreement disrupts the clinical experience of any Student(s) in a Program, the Agreement shall remain in full force and effect until such time as this Agreement may expire without disruption of said Student(s)' clinical experience. Upon notice of non-renewal by either party, no new Student may be placed at the Clinical Education Setting.

6.2 Termination. Notwithstanding Section 6.1 above, this Agreement may be terminated as follows.

A. By Mutual Agreement. WCTC and the Clinical Education Setting may terminate this Agreement at any time, and on any terms, to which they agree in writing, though the parties shall attempt, in good faith and using their best effort, to effectuate the termination to coincide with a normal academic or Program break.

B. For Cause. In the event WCTC or the Clinical Education Setting fails in any substantial manner to perform as required herein, this Agreement may be terminated as described below:

(1) Either party may terminate this Agreement at any time, upon material breach of any of its provisions by the other party; provided, however, if such breach is curable, that not less than thirty (30) days prior to termination, written notice shall be given by the non-breaching party to the breaching party that states the intention of the non-breaching party to terminate this Agreement, the nature of the material breach giving rise to termination, and shall permit the breaching party reasonable opportunity to cure such material breach to the reasonable satisfaction of the non-breaching party during said thirty (30) day period.

(2) If the material breach is not resolved to the reasonable satisfaction of the non-breaching party during the thirty (30) day period as provided in B. (1) above, the non-breaching party shall immediately give the breaching party written notice of termination of the Agreement.

(3) In the event that termination of the Agreement by the Clinical Education Setting pursuant to this Section 6.2 (B) disrupts the clinical experience of any Student(s) in a Program, the parties shall attempt, in good faith and using their commercially reasonable best efforts, to continue Students' clinical experiences and this Agreement shall remain in full force and effect until such time as this Agreement may expire without disruption of said Students' clinical experience. During any time period in which notice of termination has been given and existing Students are completing the Program, no new Student may be placed at the Clinical Education Setting.

C. Immediate Termination. WCTC may immediately terminate this Agreement and any and all Program Addenda if the Clinical Education Setting fails to maintain full and unrestricted accreditation, licensure and, if applicable, eligibility as required under Section 2.6 of this Agreement. The Clinical Education Setting may terminate this Agreement immediately upon written notice to WCTC if WCTC fails to maintain full and unrestricted accreditation and licensure as required under Section 1.5 of this Agreement. In addition, the Clinical Education Setting may also terminate any Program Addenda if WCTC fails to maintain full and unrestricted accreditation with respect to said Program as required under the applicable Program Addendum.

6.3 Effect of Termination. Upon termination of this Agreement, no party shall have any further obligation hereunder except for obligations accruing under the terms of this Agreement prior to the date of termination.

6.4 Amendments and Modifications. This Agreement may be changed at any time with the written approval of the parties. Such amendments or modifications will be written, signed by the parties and made a part of this Agreement.

7. INDEMNIFICATION AND LIABILITY

7.1 WCTC. WCTC shall indemnify, defend and hold harmless the Clinical Education Setting, its governing board, officers, employees and agents from and against any and all liabilities, claims, losses, lawsuits, judgments, and/or expenses including attorney fees, arising, either directly or indirectly, from any act or failure to act by WCTC or any of its employees. WCTC will indemnify the Clinical Education Setting for any act by any Student that may occur during or that may arise out of this Agreement unless the Clinical Education Setting was negligent in its supervision of the student.

7.2 The Clinical Education Setting. The Clinical Education Setting shall indemnify, defend and hold harmless WCTC, its governing board, officers, faculty, employees and agents from and against any and all liabilities, claims, losses, lawsuits, judgments, and/or expenses including attorney fees, arising, either directly or indirectly, from any act or failure to act by the Clinical Education Setting or any of its employees, agents, medical residents or members of its medical staff that may occur during or that may arise out of this Agreement. Nothing contained within this agreement is intended to be a waiver or estoppel of the City or its insurer to rely upon the limitations, defenses, and immunities contained within Wis. Stat. ss. 345.05 and 893.80. To the extent that indemnification is available and enforceable, the City or its insurer shall not be liable in indemnity, contribution, or otherwise for an amount greater than the limits of liability of municipal claims established by Wisconsin law.

7.3 Costs. In the event each party is found to be at fault, then each shall bear its own costs and attorney fees and its proportionate share of any judgment or settlement based on its percentage of fault, as determined by a procedure established by the parties.

7.4 Survival. This Section 7 shall continue beyond the expiration, non-renewal or termination of this Agreement.

8. INSURANCE.

8.1 The Clinical Education Setting. The Clinical Education Setting shall maintain, at no cost to WCTC, general and professional liability insurance covering the Clinical Education Setting as an entity and each of its physician-employees, nonphysician-employees, firefighters, EMTs, officers, medical residents and agents against professional liability claims, in the minimum amount of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate per year. Clinical Education Setting agrees to promptly provide WCTC with evidence of such insurance upon request.

8.2 Students. Students shall maintain, at no cost to WCTC or the Clinical Education Setting (unless either such party consents to such cost), comprehensive health and medical insurance. Evidence of such insurance shall be provided to WCTC and Clinical Education Setting upon request.

9. DISPUTE RESOLUTION. Any dispute arising under or in any way related to this Agreement that is not resolved by agreement of WCTC and Clinical Education Setting may be resolved via mediation or litigation in the Circuit Court of Sheboygan County. Each party shall bear its own costs and expenses, unless otherwise determined as part of the dispute resolution.

10. NOTICES AND COMMUNICATION.

10.1 Notices. All notices under this Agreement shall be given in writing and shall be deemed to have been properly given when delivered:

If to WCTC:

City of Sheboygan

Attn: Chief Montellano

1326 N. 25th St

Sheboygan, WI 53081

With Copy to

City of Sheboygan

Attn: City Clerk

828 Center Ave.

Sheboygan, WI 53081

If to the Clinical Education Setting:

Waukesha County Technical College

Attn: Michelle Skinder, VP HR and Legal Affairs

800 Main Street, Pewaukee, WI 53072

or at other such addresses as a party from time to time may designate by written notice to the other party.

10.2 Other Communications. Communications, other than notices as described in Section 10.1 above, whether written or oral, shall be directed to the appropriate WCTC Associate Dean, Educational Coordinator or Site Coordinator as indicated in the applicable Program Addendum.

11. NON-EXCLUSIVE. The parties agree that WCTC shall be free to enter into similar agreements with other facilities, and that the Clinical Education Setting shall be free to enter into similar agreements with other educational institutions.

12. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the Laws of the State of Wisconsin.

13. INVALID PROVISION. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

14. ASSIGNMENT. No assignment by a party of this Agreement or its rights and responsibilities hereunder shall be valid without the specific written consent of the other party.

15. RELATIONSHIP OF PARTIES. WCTC and the Clinical Education Setting, including their respective agents and employees, shall be, at all times, independent contractors of the other. Nothing in this Agreement is intended or shall be construed to create a joint venture relationship, a partnership, a lease, or a landlord/tenant relationship. Should any governmental agency question or challenge the independent contractor status of WCTC, the Clinical Education Setting or their employees, both WCTC and the Clinical Education Setting, upon receipt by either of them of notice, shall promptly notify the other party and afford the other party the opportunity to participate in any government agency discussion or negotiations, irrespective of how such discussions are initiated.

16. CONFIDENTIALITY OF RECORDS

16.1 Student Records. WCTC and the Clinical Education Setting acknowledge that many student educational records are protected by the Family Educational Rights and Privacy Act ("FERPA") and that, generally, student permission must be obtained before releasing specific student data to anyone other than WCTC. WCTC agrees to provide the Clinical Education Setting with guidance with respect to compliance with FERPA.

16.2 Patient Health Care Records. WCTC and the Clinical Education Setting acknowledge that patient health information is protected under Wisconsin law (e.g., Wis. Stat. §§ 146.82, 51.30 and 252.15) and the Health Insurance Portability and Accountability Act ("HIPAA") and its accompanying regulations. The Clinical Education Setting agrees to provide Students and WCTC with guidance with respect to compliance with these statutes and regulations.

16.3 Other Records. The parties acknowledge that certain records may be subject to Wisconsin's Open Records laws or federal Freedom of Information laws. The parties agree to work together in good faith to ensure compliance with any applicable open record law or regulation.

17. NON-DISCRIMINATION. WCTC and the Clinical Education Setting shall not unlawfully discriminate against any individual on the basis of race, creed, color, sex, religion, age, disability or national origin, and shall comply with applicable anti-discriminatory laws and policies promulgated by WCTC.

18. ENTIRE AGREEMENT. This Agreement, together with one or more Program Addenda attached (or that later may be attached) hereto, constitutes the entire agreement between the parties and contains all the agreements between the parties with respect to the subject hereof. This Agreement supersedes any and all other agreements, in writing or oral, between the parties hereto with respect to the subject matter thereof.

THIS AGREEMENT PRESUMES THE EXECUTION OF ONE OR MORE PROGRAM ADDENDA.

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

WCTC COLLEGE:

By: _____
Michelle M. Skinder
VP, HR and Legal Affairs

Date: _____

CLINICAL EDUCATION SETTING:

By: _____
Ryan Sorenson, Mayor

Date: _____

By: _____
Meredith DeBruin, City Clerk

Date: _____

**PROGRAM ADDENDUM TO THE CLINICAL AFFILIATION
AGREEMENT FOR EMERGENCY MEDICAL SERVICES OCCUPATIONS**

This Program Addendum is made effective this 14th day of March, 2024 (“Effective Date”) by and between WAUKESHA COUNTY TECHNICAL COLLEGE, INC. a Wisconsin institution for technical education and training (“WCTC”) and Sheboygan Fire Department, a Wisconsin clinical/field education setting (“Clinical Education Setting”).

WHEREAS, WCTC and Clinical Education Setting have executed a Clinical Affiliation Agreement for Emergency Medical Services (EMS) Occupations dated March 14, 2024 (“Agreement”) that describes their relationship regarding educational and clinical experiences for Students enrolled in one or more of WCTC’s EMS occupation programs; and

WHEREAS, the Agreement presumes the execution of a Program Addendum pertaining to each health occupations program to which it applies and any capitalized terms not defined in this Program Addendum shall have the meaning set forth in the Agreement; and

WHEREAS, the parties desire to execute this Program Addendum to effectuate the Agreement with regard to WCTC’s Intermediate and Paramedic Programs (“Programs”);

NOW, THEREFORE, with regard to the Program, the parties agree as follows:

1. Pursuant to Section 1.3 of the Agreement, WCTC’s Educational Coordinator for the Program shall be Associate Dean Courtney Hull.

2. Pursuant to Section 1.6 of the Agreement, all Students who are assigned to the Clinical Education Setting shall have had a background check performed under the direction of WCTC in accordance with applicable Wisconsin Caregiver Background Check Law. The background check shall include obtaining, as applicable, information from the Department of Justice, the Department of License and Regulation, the Department of Health and Family Services and from out-of-state agencies if the Student has lived outside of Wisconsin within the past three years. If the Student has a criminal record, it will be evaluated by WCTC to determine if the individual is barred from performing duties at the Clinical Education Setting. Prior to placement of the Student, WCTC will notify the Clinical Education Setting in writing of any crime of which Student has been convicted that may preclude the Student from licensure as an EMT with the State of Wisconsin so that the Clinical Education Setting may make a determination as to whether the conviction(s) is substantially related to the duties the Student would be performing. The Clinical Education Setting may refuse placement of any Student the Clinical Education Setting believes could put its patients, employees and/or visitors at risk. WCTC hereby agrees to notify the Clinical Education Setting when WCTC becomes aware that any Student on site at the Clinical Education Setting is charged with or convicted of any crime or is investigated by any governmental agency that would preclude the student’s licensure as an EMT in the State of Wisconsin. Both WCTC and the Clinical Education Setting understand that the Student has an ongoing duty to report to WCTC should there be any change from the initial background check.

3. Pursuant to Section 2.2 of the Agreement, the Clinical Education Setting's Site Coordinator shall be Assistant Chief Michael Lubbert.

4. Pursuant to Section 2.4, responsibility for qualified supervision shall be as follows: Clinical/Field Instructors/Preceptors assigned to the Programs will be responsible for provision, coordination and supervision of the clinical/field instruction, and the experience to be provided by Clinical Education Setting to the Students enrolled in the Program. Clinical/Field Instructors/Preceptors will be licensed by the State of Wisconsin in good professional standing with at least two (2) year of experience at or above the EMS level of training being received by the Student or such higher number of years' experience as requested by accreditation agencies, and have such other qualifications and experience as agreed to by WCTC and Clinical Education Setting, or as required for Program accreditation by accrediting agencies and authorities.

5. Pursuant to Section 2.7 of the Agreement, the clinical component offered by WCTC shall in all respects be implemented and administered by the Clinical Education Setting in a manner that meets the requirements of any accreditation agency that accredits the Program, including the State of Wisconsin Department of Health and Family Services.

6. Pursuant to Section 3.1 of the Agreement, the Clinical Education Setting shall provide the following additional feedback to the Program: Evaluation of clinical performance by enrolled Students at the Clinical Education Setting will be the responsibility of the Clinical Instructors and the Clinical Education Setting. The Clinical/Field Instructors/Preceptors will participate in evaluation of the Student through written communication. It is the responsibility of the Clinical/Field Instructors/Preceptors to notify WCTC of performance of a Student that is less than satisfactory in a timely manner so that appropriate remediation may be initiated by the Clinical Education Setting, and if necessary, other action taken with the assistance of WCTC. WCTC, following review of written reports and input from the Clinical Education Setting concerning Student performance and coursework in the Program, will assign the final Pass-Fail grade to the Student for each clinical internship.

7. Pursuant to Section 6.1, the Agreement shall continue for an initial term of one Program year ending on March 13, 2025.

8. All other terms of the Agreement shall apply, as applicable, to the Program and this Program Addendum.

9. This Program Addendum shall be effective as of the date first written above and shall continue in full force and effect for so long as the Agreement remains in full force and effect unless this Program Addendum is (a) terminated prior to termination of the Agreement pursuant to Section 6.2 of the Agreement, or (b) superseded by the execution of an amended and/or restated Program Addendum.

IN WITNESS WHEREOF, the parties have executed this Program Addendum to the Affiliation Agreement for Health Occupations as of the Effective Date.

WCTC COLLEGE:

By: _____
Michelle M. Skinder
VP, HR and Legal Affairs

Date: _____

CLINICAL EDUCATION SETTING:

By: _____
Ryan Sorenson, Mayor

Date: _____

By: _____
Meredith DeBruin, City Clerk

Date: _____

File Attachments for Item:

25. R. C. No. 249-23-24 by Licensing, Hearings, and Public Safety Committee to whom was referred R. O. No. 123-23-24 by Fire Chief Eric Montellano pursuant to section 24-400 of the Municipal Code, I herewith submit my annual report for the Fire Department, for the year 2023; recommends filing the report.

**CITY OF SHEBOYGAN
R. C. 249-23-24**

BY LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE.

APRIL 3, 2024.

Your Committee to whom was referred R. O. No. 123-23-24 by Fire Chief Eric Montellano pursuant to section 24-400 of the Municipal Code, I herewith submit my annual report for the Fire Department, for the year 2023; recommends filing the document.

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. 123-23-24**

BY FIRE CHIEF ERIC MONTELLANO.

MARCH 18, 2024.

Prusuant to section 24-400 of the Municipal Code, I herewith submit my annual report for the Fire Department, for the year 2023.



City of
Sheboygan

FIRE DEPARTMENT

COURAGE. HONOR. INTEGRITY.
2023 Annual Report

In Memory of

Retired Members:
Firefighter Jon Paskiet
Lieutenant Allan R. Krueger

Active Member:
Fire Equipment Operator
Tyler R. Meyer “Rusty”



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Department Overview

Mission

The Sheboygan Fire Department is dedicated to serving all who live, visit, work, and invest in the City of Sheboygan through excellence in fire protection, rescue, emergency, and non-emergency medical services, code enforcement, and education, at the highest professional level in a compassionate, ethical, and cost effective manner.

Police and Fire Commission

The City of Sheboygan Fire Department is overseen by the Board of Police and Fire Commissioners. At the end of 2023, the commissioners serving included:

- Larry Samet, *president*
- Jerry Jones, *secretary*
- Jeanne Kliejunas
- Kristin Blanchard Stearns
- Corrado Cirillo



Sheboygan Fire 01

Then...

During the mid-1800's, progress was being made toward better fire protection for people and their property, and Sheboygan's first volunteer firefighting organization was established. Permanent organization of the fire department was recommended and in 1888, Sheboygan had its first paid hose company. Ever since the earliest days of firefighting, our fire department maintains a great legacy of service.



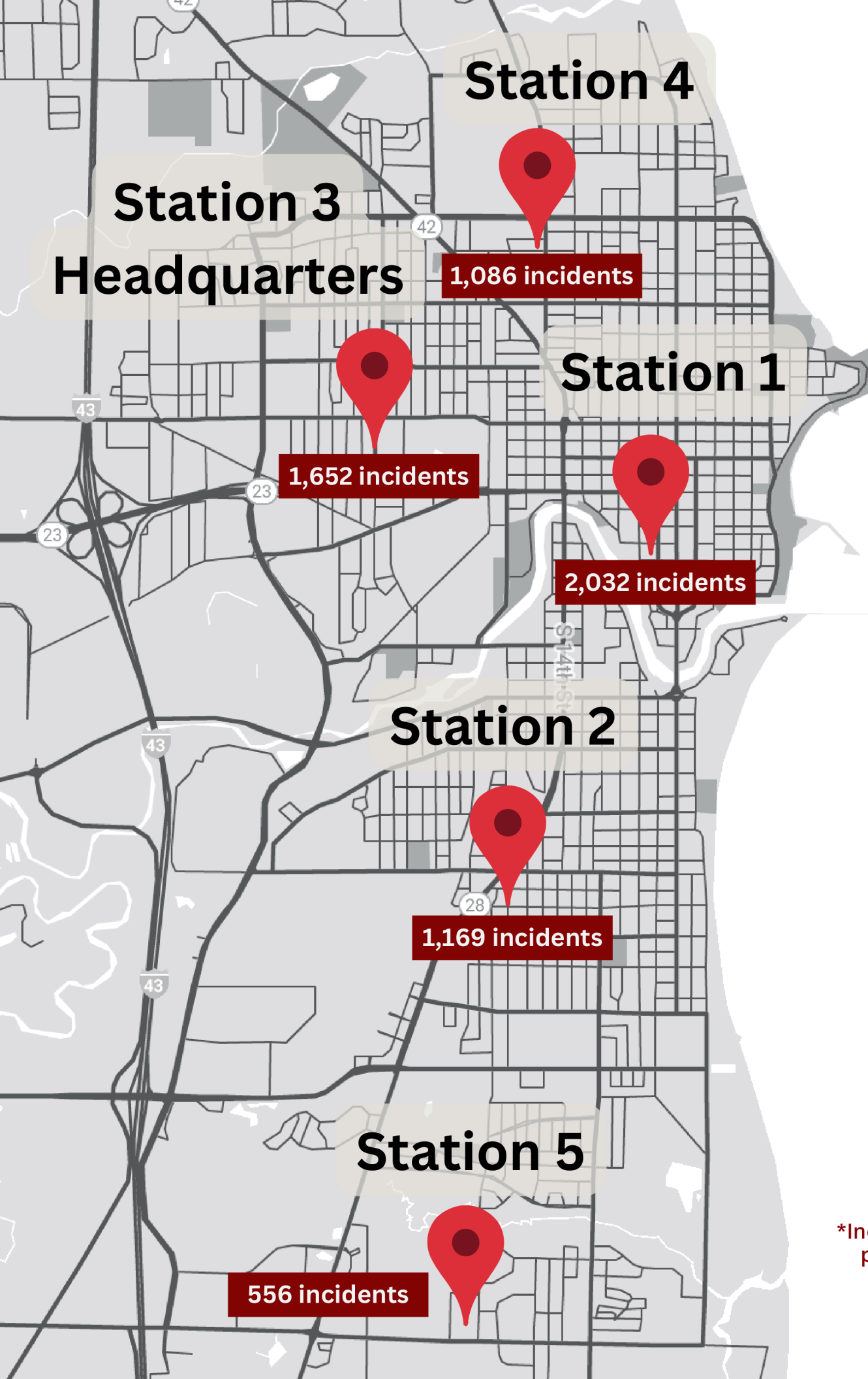
Did you know? Horses were trained and conditioned just like firefighters.

When responding to a fire, the horses were trained to run out of their stalls and in front of the piece of equipment they were to pull. The horses were conditioned by being hitched to an exercise wagon and being taken for a run.

... and Now

The Sheboygan Fire Department is a 24/7 staffed department providing service for fire protection and emergency medical services. Our department responds to a wide range of incident types which may go well beyond internal capabilities. Therefore, our firefighters also train with outside specialty response teams, such as the Sheboygan County Hazmat and Technical Rescue teams including the Sheboygan County Dive Team, which the SFD oversees.





*Incident count per station in 2023

Personnel

ADMINISTRATIVE STAFF

Fire Chief Eric Montellano
 Asst. Chief Jeffrey Salzman
 Asst. Chief Michael Lubbert
 Division Chief Nic Noster

Battalion Chief Pat Nicolaus
 Battalion Chief Jamon Ingelse
 Battalion Chief Chase Longmiller

Admin. Coordinator Karley Campbell
 Admin. Asst. Mindi Garrigan

Chaplain Father Leo Gavrilos

NEW HIRES

Ryan Heitzmann
 Joshua Hittman
 Daniel Hernandez
 Andre Schmitt
 Bryce Goodman
 Jacob Hittman
 Connor Walsh

PROMOTIONS

Lt. Jordan Juday
 FEO Ryan Shaw
 FEO Larry McBain II
 FEO Jestin Demerath
 FEO Roy Brion

RETIREMENTS

FEO Scott Mueller, *17 years*
 FEO Dean Bauer, *15 years*



STAFFING INCREASE APPROVED

With the support of Common Council, the Fire Department was approved for its first staffing increase in over a decade. With the addition of three firefighter/paramedics, each shift will increase staffing by one member. These additional members will help to staff the city's fourth front-line ambulance to improve EMS response during peak hours. In an effort to improve crew management and consistency across all five stations, three lieutenant positions were approved for change to the rank of captain which will also take effect in 2024.



Sheboygan Fire 04

Budget Snapshot



1 Operating

2023: \$954,788

Covers day-to-day operational expenses including vehicle maintenance, building maintenance, IT services, contracted services, office supplies, firefighting supplies, medical supplies, gas and utilities.

2 Capital (CIP)

2023: \$2,445,300

This special budget referred to as Capital Improvements Projects (CIP) covers major projects, equipment purchase and replacement. Amount varies based on a 5-year forecast which is submitted annually and presented before Common Council. The Fire Department is currently addressing long neglected fleet replacement and facility updates in urgent need of attention.



3 Personnel

2023: \$8,903,921

The personnel budget is comprised of salaries, overtime, workers compensation and city benefits.



Sheboygan Fire 05

2023 Capital Projects

Turnout Gear \$25,300

Purchased turnout coats and bunker pants. Per NFPA standard, gear must be replaced every ten years. This is typically an annual purchase.



Basic Gear
59 pounds

Helmet
6 pounds

Breathing Apparatus
27 pounds

Bunker Gear
26 pounds
(boots, pants, coat, radio, gloves, personal hand tools)

Station 4 Window and Door Replacement \$68,500

Issued purchase order for replacement of original (1990) windows and exterior doors to increase energy efficiency and security throughout the building while addressing health concerns brought on by leaking windows, rotting wood and mold.

Ambulance \$351,500

Issued purchase order as part of the fleet replacement program. The department continues to anticipate receipt of the first replacement ordered in 2021.

As a result of these significant lead times, special permission was granted by common council to order the 2024 replacement this year as well.

Station 3 Phase 1 of 3 \$2,000,000 >>> Justification:

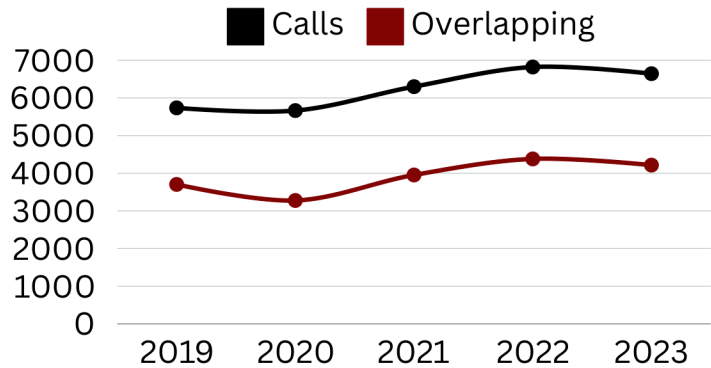
Since 2020, the department has been pursuing replacement of its current headquarters at Fire Station 3 which no longer meets department needs. A new property was identified for construction and the project is pending a sale agreement.

- ADA compliance
- Communal showers are unfit for co-ed living
- Emergency generator is overdue for replacement and parts are unavailable
- Insufficient bunk space
- Failing, asbestos wrapped pipes
- Lack of sufficient training space



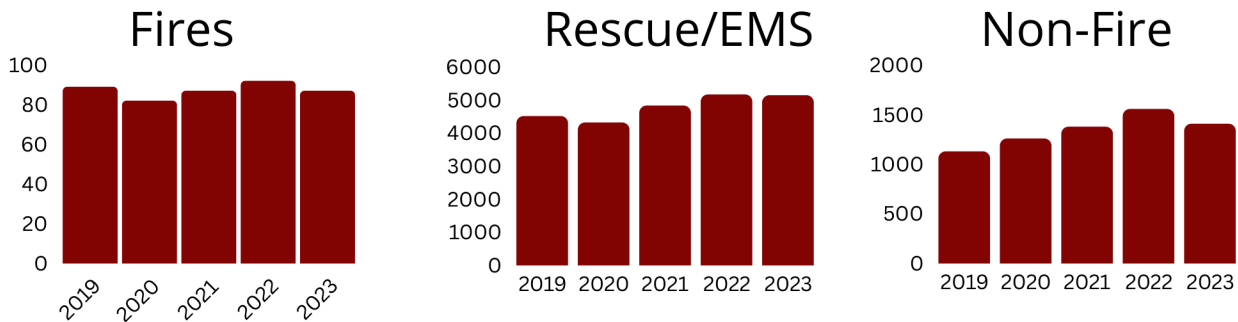
Sheboygan Fire 06

Incident Statistics



INCIDENT TYPE	2019	2020	2021	2022	2023	GOAL
FIRES	89	82	87	92	87	< 90
RESCUE & EMS	4,516	4,321	4,833	5,170	5,147	4,900
NON-FIRES	1,130	1,260	1,379	1,558	1,409	1,400
TOTAL	5,735	5,663	6,299	6,820	6,643	6,300

Breakdown



Why does a fire truck/engine respond to an EMS call in addition to an ambulance?

Each fire truck/engine is staffed with paramedics who can provide extra care if necessary, such as lifting a patient, carrying equipment or assisting in the back of the ambulance. This ensures that patient care needs are met in a timely and safe manner.



5-Year Comparison

INCIDENT COUNT PER STATION	2019	2020	2021	2022	2023	GOAL
STATION 1	1,556	1,620	1,809	2,003	2,032	1,825
STATION 2	1,130	1,016	1,239	1,229	1,169	1,225
STATION 3	1,422	1,400	1,459	1,677	1,652	1,500
STATION 4	1,043	1,026	1,163	1,171	1,086	1,150
STATION 5	543	533	594	609	556	600
MUTUAL AID GIVEN	N/A	N/A	N/A	131	85	
MUTUAL AID RECEIVED	N/A	N/A	N/A	54	56	
FIRE LOSS	2019	2020	2021	2022	2023	
NUMBER OF INCIDENTS	55	67	54	61	60	
PRE-INCIDENT VALUE	N/A	\$70,450,745	\$95,389,290	\$163,942,270	\$59,645,278	
PROPERTY LOSS	\$373,100	\$458,010	\$538,550	\$887,790	\$745,460	
CONTENT LOSS	\$152,565	\$148,850	\$546,617	\$1,115,910	\$205,730	
TOTAL LOSS	\$525,665	\$606,860	\$1,085,167	\$2,003,700	\$951,190	
AVERAGE LOSS	\$9,557	\$9,057	\$20,095.69	\$32,848	\$15,853	
PROPERTY SAVED	N/A	\$69,843,885	\$94,304,123	\$161,938,570	\$58,694,088	
WORKLOAD	2019	2020	2021	2022	2023	GOAL
INSPECTIONS	1,987	2,179	2,267	2,742	2,556	2,300
SCHOOL SAFETY PROGRAMS (STUDENTS)	3,330	3,116	3,148	3,122	3,118	3,200
PUBLIC EVENTS	46	55	56	76	105	60
STATION TOURS	N/A	5	9	16	16	25
NON-COMPLIANCE/ INSTALLED SMOKE ALARMS	128/161	85/90	63/82	78/94	56/79	
INVESTIGATIONS	91	88	84	89	78	



Training & Operations



Mutual aid was requested for a June 2023 structure fire. Assisting departments included Town of Sheboygan FD, Town of Wilson FD, Village of Kohler FD and Sheboygan Police.

Annual Training

Training hour goals were met and exceeded for both EMS and Fire. Fire training hours saw a major increase as compared to previous years as a result of increased training efforts and implementation of a new reporting software.

Firefighter training topics include:

- Hoses
- Confined Space
- High Angle Rescue
- RIT (Rapid Intervention Team)
- Search and Rescue
- Water Rescue
- HazMat

TRAINING	2019	2020	2021	2022	2023	GOAL
FIRE HOURS	8,437	6,494	4,981	6,279	17,060	8,000
EMS HOURS	2,314	2,275	2,072	1,939	2,333	2,100

Working Together

The SFD works closely with neighboring county departments to receive and provide mutual aid. This adds depth to our ability to mitigate incidents.



Emergency Medical Services

5,147 EMS calls

This is just 23 calls shy of the previous year's record high (5,170).

In 2022, the SFD received an Assistance to Firefighters Grant from FEMA for five new automated CPR devices known as LUCAS devices. These devices are used to provide effective, consistent and continuous chest compressions. The order was delivered in spring of 2023 with crews receiving hands-on training prior to implementation.

This year, the SFD received funds from the WI EMS Flex grant to purchase a 6-wheel Polaris Ranger UTV.

Other significant changes of the year include:

- Operating a fourth ambulance as front-line during peak hours
- Engine 1865 transition from Basic Life Support (BLS) to Advanced Life Support (ALS)
- LVO transfers
- New medical director



Fire Station 1 crew members demonstrated use of a LUCAS device at the June 5, 2023 Common Council meeting.



Welcome!

**New Medical Director
Erin McGlynn, MD, MPH**



EMS Medical Director
and Emergency Medicine Physician:
Aurora Medical Center Sheboygan County

Undergraduate and medical school:
University of Wisconsin - Madison

Emergency Medicine Residency:
Detroit Receiving Hospital, Detroit, MI

EMS Fellowship:
Medical College of Wisconsin/Froedtert
Hospital, Milwaukee, WI

Fire Prevention Bureau



78 Fire Investigations

The Sheboygan Fire Department has trained fire investigators. Under WI Statute, fires of more than \$500 need to be investigated for Origin and Cause, where and how did the fire start. This is a highly scientific process which must follow national standards for best practice. The primary role of the fire investigation is to determine if a crime was committed or not. Fire Investigators are the “Detectives” of the fire scene. SFD investigators work closely, as needed, with the Sheboygan Police Department, Sheboygan County Fire Investigation Unit, and the WI Department of Criminal Investigation Fire Marshal’s Office.

2,556 Fire Inspections

Annual inspections are completed for commercial and general assembly occupancies, such as businesses, schools, places of worship, and 3 or more family complexes. Possible exits and the paths taken to reach them, fire extinguishers, electrical systems, emergency lighting, sprinkler systems and fire alarm systems are just some of the items examined. If a violation is noted, a time frame is given to the owner or occupant to make the required corrections. Based on the severity of the violation, a re-inspection may be conducted.

The goal of these inspections is two-fold: the primary goal is to prevent fires and protect community members. The department has seen a decrease in the number of follow-up inspections which can be attributed to property owners correcting violations in a timely fashion. Second, conducting these inspections allows crews to familiarize themselves with properties as well as configure pre-plans in event of an incident.

Our sincere THANKS to all business owners and building managers who assist our crews in conducting property walk-throughs and updating occupancy information. Together we will continue making our community a safer place for all who live, visit, work, and invest in the City of Sheboygan.



Sheboygan Fire 11

Causes of Fire

Things have changed drastically in the fire industry in the past 50 years. Among these changes are the decrease of fire incidents occurring in Sheboygan. The most common causes of fire incidents have differed greatly between 1973 and 2023.

1973	
Automobile and Truck Fires	65
Electrical Fires	48
Grass and Rubbish Fires	38
TV Sets and Appliances	34
Smokers Carelessness	28
Food or Grease Burning	26
Children Playing with Matches	21
Faulty Heating Systems	15
Dust Collectors	11
Spontaneous Combustion	10

2023	
Operating Equipment	27
Undetermined	27
Other Open Flame or Smoking Materials	11
Hot or Smoldering Object	10
Heat Spread from Another Fire	3
Explosives, Fireworks	1



Public Education

Citizens Fire Academy

This year, the SFD hosted its third annual Citizens Fire Academy. Participants learned firsthand about the operations of the Sheboygan Fire Department from our personnel. They were given hands-on training as well as instruction in a classroom setting. Many topics are covered, such as department operations, fire ground operations, search and rescue, technical rescue, fire investigations/inspections, and Emergency Medical Services. As of 2023, the minimum participation requirement is 16 years of age or older to participate.

On Air with WHBL

It is a priority of our department not only to respond to emergencies, but prevent them. One way the SFD accomplishes this is through live on-air broadcasts on WHBL. Assistant Chief Lubbert gives updates regarding fire prevention tips for the season or to inform of upcoming events. The public can tune in to 1330 AM WHBL every third Friday of the month from 8:40am to 8:50am to learn something new about fire safety or to hear good reminders.



SFD Trivia

In the early 1900's, what was the leading cause of fire injuries to Sheboygan citizens?

Due to the extensive use of kerosene, lamps and lanterns, using kerosene as fuel, accounted for more burns and deaths than any other cause. Most fire injuries occurred because people were careless when filling lamps or standing too close when a lamp tipped.occurred because people were careless when filling lamps or standing too close when a lamp tipped.



Sheboygan Fire 13



Lieutenant Langdon demonstrates the "House of Hazards" to a group of students.

School Programs

The SFD has a long history of providing top-tier education to reduce fire risk in the community. Each fall, the SFD commits time and resources to educate our community's children through fire prevention programs. Kindergarteners through 4th graders from the Sheboygan Area School District, parochial schools, and home school groups were taught about fire prevention safety and what to do in case of emergency. Over 3,100 students were reached in 2023. These programs are vital to continue working toward a safer community for everyone.



Sheboygan Fire 14

Other Events



◀◀◀ Professional Fire Fighters of Wisconsin

L483 Union members traveled to Madison to serve as instructors and liaisons for state and local elected officials at PFFW Fire Ops. Fire Ops is an event designed to give political officials the opportunity to experience the duties SFD Union members face on a daily basis. A special thank you to the Secretary of Sheboygan's Board of Police and Fire Commissioners, Gerald Jones, for attending!

Humble Warrior Project

The SFD received mindfulness and yoga training from Humble Warrior. The main focus of this training is health and wellness for first responders using different techniques, such as breathing practices, meditation, and stretching. Firefighters can learn from this training and use it to go from "chaos to calm" in any given situation.



Esslingen Visit

Our German colleagues from Sheboygan's sister city in Esslingen visited us this summer. Our cities partner with each other to foster cultural exchange, strengthen relationships, and share heritage, traditions, and accomplishments. During their visit, Esslingen firefighters participated alongside SFD firefighters in the 4th of July parade and attended rescue swimmer training, among other firefighting activities.



Sheboygan Fire 15

SFD members enjoyed training and camaraderie with Esslingen crew members. Thanks for visiting!





Contact Information

📞 920-459-3327

✉ fire.department@sheboyganwi.gov

🏠 1326 N 25 Street, Sheboygan, WI 53081

🌐 www.sheboyganfire.com

f @SheboyganFireDepartment

📷 @SheboyganFireDepartment

File Attachments for Item:

26. R. C. No. 250-23-24 by Licensing, Hearings, and Public Safety Committee to whom was referred R. O. No. 125-23-24 by City Clerk submitting a license application (Brennan's); recommends granting the application.

**CITY OF SHEBOYGAN
R. C. 250-23-24**

BY LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE.

APRIL 3, 2024.

Your Committee to whom was referred R. O. No. 125-23-24 by City Clerk submitting a license application (Brennan's); recommends granting the application.

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. 125-23-24**

BY CITY CLERK.

March 18, 2024.

Submitting a license application.

CHANGE OF PREMISE

<u>No.</u>	<u>Name</u>	<u>Address</u>
1040	Brennan's On Michigan	1101 Michigan Avenue – Two day event 5/4/24 –5/5/24 to include current premise and West and South parking lot.

File Attachments for Item:

27. R. O. No. 129-23-24 by City Attorney submitting, for information, a copy of the Court of Appeals Decision dated March 20, 2024 in the matter of *Wisconsin Department of Revenue and City of Plymouth v. Master's Gallery Foods, Inc.*, Appeal No. 2022AP1909. ACCEPT AND FILE

**CITY OF SHEBOYGAN
R. O. 129-23-24**

BY CITY ATTORNEY.

APRIL 3, 2024.

Submitting, for information, a copy of the Court of Appeals Decision dated March 20, 2024 in the matter of *Wisconsin Department of Revenue and City of Plymouth v. Master's Gallery Foods, Inc.*, Appeal No. 2022AP1909.

1. The City of Sheboygan (City) participated in this matter as *amicus curiae*;
2. The City's participation was a result of the Council's authorization to intervene in a separate matter relating to similar issues related to the valuation of certain manufacturing property owned by Georgia Pacific in which the Cities of Sheboygan, Green Bay, and Neenah worked with Attorney Amy Seibel; and
3. The result of the appeal is favorable for the City in that it does not allow for the expanded exemption from taxation of certain machinery, tools, and patterns that are assessed by the state as manufacturing property.

**COURT OF APPEALS
DECISION
DATED AND FILED**

March 20, 2024

Samuel A. Christensen
Clerk of Court of Appeals

NOTICE

This opinion is subject to further editing. If published, the official version will appear in the bound volume of the Official Reports.

A party may file with the Supreme Court a petition to review an adverse decision by the Court of Appeals. See WIS. STAT. § 808.10 and RULE 809.62.

Appeal No. 2022AP1909

Cir. Ct. No. 2022CV99

STATE OF WISCONSIN

**IN COURT OF APPEALS
DISTRICT II**

WISCONSIN DEPARTMENT OF REVENUE,

PETITIONER-RESPONDENT,

CITY OF PLYMOUTH,

INTERVENOR-RESPONDENT,

v.

MASTER'S GALLERY FOODS, INC.,

RESPONDENT-APPELLANT.

APPEAL from an order of the circuit court for Sheboygan County:
REBECCA L. PERSICK, Judge. *Affirmed.*

Before Gundrum, P.J., Neubauer and Grogan, JJ.

¶1 NEUBAUER, J. Master’s Gallery Foods, Inc. appeals from a circuit court order reversing a decision of the Wisconsin Tax Appeals Commission (the “Commission”). The Commission concluded certain equipment located at Master’s Gallery’s food production facility was exempt from taxation under WIS. STAT. § 70.111(27)(b) (2021-22),¹ which exempts “machinery, tools, and patterns, not including such items used in manufacturing.” The Commission concluded that the statute was not ambiguous and exempted machinery, tools, and patterns so long as they are not used in any way in a manufacturer’s production process. Based on its reading of the statute, the Commission determined that some of Master’s Gallery’s property was exempt.

¶2 The Wisconsin Department of Revenue (the “Department”) challenged the Commission’s decision in the circuit court, which disagreed with the Commission’s interpretation of the statute. The court concluded that WIS. STAT. § 70.111(27) is ambiguous and looked to legislative history surrounding the statute’s enactment to ascertain its meaning. The court concluded that the legislative history showed the exemption applies only to machinery, tools, and patterns that are not “manufacturing property” under WIS. STAT. § 70.995(1)(a), which is assessed for taxation purposes by the Department rather than municipal assessors. Because the property of Master’s Gallery at issue was “manufacturing property” under § 70.995(1)(a), and thus had been assessed by the Department, the court concluded that none of it was exempt under § 70.111(27). For the reasons explained below, we agree with the court’s conclusion that § 70.111(27) is

¹ All references to the Wisconsin Statutes are to the 2021-22 version unless otherwise noted.

ambiguous and with its reading of the legislative history. Therefore, we affirm the court's order.

BACKGROUND

¶3 To provide context for the underlying facts and procedural history of this case, we begin with an overview of the relevant statutes.

I. Relevant Statutory Framework

¶4 Chapter 70 of the Wisconsin Statutes governs the taxation of general property in this state. All general property, which includes real property and personal property, is taxable unless it qualifies for a statutory exemption. WIS. STAT. §§ 70.01, 70.02.

¶5 Most property in Wisconsin is assessed for tax purposes by local assessors, *see* WIS. STAT. § 70.05, but certain property involved in manufacturing activities is treated differently. If a business engages in manufacturing activity as defined in WIS. STAT. § 70.995(1)-(2), it reports its “manufacturing property” used in that activity to the Department for assessment. Sec. 70.995(5). At the time of the assessment at issue here, “manufacturing property” was principally defined to include

all lands, buildings, structures and other real property used in manufacturing, assembling, processing, fabricating, making or milling tangible personal property for profit. Manufacturing property also includes warehouses, storage facilities and office structures when the predominant use of the warehouses, storage facilities or offices is in support of the manufacturing property, and all personal property owned or used by any person engaged in this state in any of the activities mentioned, and used in the activity, including raw materials, supplies, machinery, equipment, work in process and finished inventory when located at the site of the activity.

Sec. 70.995(1)(a).² Property that is not “manufacturing property” under § 70.995, whether owned by manufacturers or nonmanufacturers, is reported to local assessors.

¶6 In addition to requiring the Department to assess “manufacturing property,” Chapter 70 exempts certain property used in manufacturing activities from taxation. Specifically, WIS. STAT. § 70.11(27)(b) exempts “[m]achinery and specific processing equipment; and repair parts, replacement machines, safety attachments and special foundations for that machinery and equipment; that are used *exclusively and directly* in the production process in manufacturing tangible personal property, regardless of their attachment to real property, but not including buildings.” *Id.* (emphasis added). This exemption does not apply to all manufacturer machinery; rather, as the italicized language indicates, it is limited to items that are used “exclusively” and “directly” in the manufacturer’s “production process.”³ *Id.*

² In June 2023, the Wisconsin legislature amended the definition of “manufacturing property” in WIS. STAT. § 70.995(1)(a) by deleting the words “and all personal property owned or used by any person engaged in this state in any of the activities mentioned, and used in the activity, including raw materials, supplies, machinery, equipment, work in process and finished inventory when located at the site of the activity.” *See* 2023 Wis. Act 12, § 129.

³ “Production process” is defined in WIS. STAT. § 70.11(27)(a)5. as:

(continued)

¶7 This appeal focuses on a different statutory exemption, WIS. STAT. § 70.111(27), which was enacted in 2017. *See* 2017 Wis. Act 59, § 997J.⁴ The exemption, which applies to machines, tools and patterns (MTP), states as follows:

70.111 Personal property exempted from taxation. The property described in this section is exempted from general property taxes:

....

(27) MACHINERY, TOOLS, AND PATTERNS.

(a) In this subsection, “machinery” means a structure or assemblage of parts that transmits force, motion, or energy from one part to another in a predetermined way by electrical, mechanical, or chemical means. “Machinery” does not include a building.

(b) Beginning with the property tax assessments as of January 1, 2018, machinery, tools, and patterns, not including such items used in manufacturing.

(c) A taxing jurisdiction may include the most recent valuation of personal property described under par. (b) that is located in the taxing jurisdiction for purposes of

the manufacturing activities beginning with conveyance of raw materials from plant inventory to a work point of the same plant and ending with conveyance of the finished product to the place of first storage on the plant premises, including conveyance of work in process directly from one manufacturing operation to another in the same plant, including the holding for 3 days or less of work in process to ensure the uninterrupted flow of all or part of the production process and including quality control activities during the time period specified in this subdivision but excluding storage, machine repair and maintenance, research and development, plant communication, advertising, marketing, plant engineering, plant housekeeping and employee safety and fire prevention activities; and excluding generating, transmitting, transforming and furnishing electric current for light or heat; generating and furnishing steam; supplying hot water for heat, power or manufacturing; and generating and furnishing gas for lighting or fuel or both.

⁴ 2017 Wisconsin Act 59 is referred to herein as “Act 59.”

complying with debt limitations applicable to the jurisdiction.

Sec. 70.111(27). For the purpose of this case, the key language appears in subsection (b), which states the exemption applies to “machinery, tools, and patterns,” but not if they are “*used in manufacturing.*” Sec. 70.111(27)(b) (emphasis added).

¶8 After the enactment of WIS. STAT. § 70.111(27), the Department issued interpretive guidance expressing its view that this exemption “applies only to locally assessed personal property,” not to “DOR assessed manufacturing personal property.”

II. The Department’s Assessment of Master’s Gallery’s Property

¶9 Master’s Gallery is a Wisconsin corporation that manufactures and distributes cheese and cheese-related products from its facility in Plymouth, Wisconsin. Master’s Gallery engages in a manufacturing activity, *see* WIS. STAT. § 70.995(2)(c), and its Plymouth facility is a “manufacturing establishment” for the purpose of § 70.995. Thus, the property at issue in this case was reported by Master’s Gallery to the Department for assessment. *See* § 70.995(5).

¶10 In July 2018, the Department issued a notice to Master’s Gallery assessing the value of machinery, equipment, furniture, fixtures, and other personal property at the Plymouth facility at approximately \$2.8 million. Master’s Gallery filed an objection with the Wisconsin State Board of Assessors, claiming an assessment value of approximately \$1.3 million. Much of the difference between these assessments was due to Master’s Gallery’s contention that the Department had incorrectly interpreted WIS. STAT. § 70.111(27). The Board of

Assessors disagreed with Master's Gallery and sustained the Department's assessment.

III. Tax Appeals Commission Proceedings

¶11 Master's Gallery filed a petition for review of the Board of Assessors' decision with the Wisconsin Tax Appeals Commission. The Department and Master's Gallery filed cross motions for summary judgment based on a set of stipulated facts which included two exhibits describing the property in dispute as follows:

- Exhibit D: machines or tools at the Plymouth facility that were used directly but not exclusively in Master's Gallery's manufacturing process; and
- Exhibit E: machines or tools at the Plymouth facility that were not used directly or exclusively in the manufacturing process.

¶12 Several Wisconsin cities filed amicus briefs with the Commission in support of the Department's position that none of this property was exempt under WIS. STAT. § 70.111(27). In their briefs, the cities discussed other provisions in Act 59 related to § 70.111(27) as well as several items of legislative history and other materials related to § 70.111(27)'s enactment. The cities argued that this evidence showed the legislature's intent that the exemption not apply to manufacturer-owned MTP reported to the Department for assessment.

¶13 The Commission issued an initial decision in September 2020 which steered a middle course between the parties' interpretations of WIS. STAT. § 70.111(27). Initially, the Commission wrote that the statute "is not ambiguous and has one clear and reasonable meaning" and thus declined to consider the

legislative history evidence presented by the cities. The Commission then rejected the Department's contention that § 70.111(27) does not exempt any MTP that qualifies as "manufacturing property" under WIS. STAT. § 70.995. The Commission also rejected Master's Gallery's interpretation of the exemption as applicable to all manufacturer MTP not exempt under WIS. STAT. § 70.11(27). Instead, the Commission concluded that the word "manufacturing" in § 70.111(27) had the same meaning given to that word in § 70.11(27)(a)3.—"an activity classified as manufacturing under s. 70.995." To determine "the borders of 'the activity,'" the Commission looked to "the beginning and end points defined in the production process." Using those parameters, the Commission concluded that "[a]ny MTP used in relation to work in progress at any time after manufacturing has commenced and prior to completion is ... used in manufacturing." Based on this conclusion, the Commission interpreted § 70.111(27) to exempt "any [MTP] that are used in any way in manufacturing, which here means used at all in the production of cheese and cheese-related products."

¶14 Based on its interpretation of WIS. STAT. § 70.111(27), the Commission ruled that the machinery and tools listed on Exhibit D to the parties' stipulation were not exempt because those items were used (albeit not exclusively) in Master's Gallery's manufacturing process. As for the machinery and tools listed on Exhibit E to the stipulation, which were not used directly or exclusively in the manufacturing process, the Commission required the parties to winnow the list down to those items "not used, even indirectly or non-exclusively, in manufacturing cheese products." Only those items would qualify for the § 70.111(27) exemption. After additional follow-up work by the parties, the Commission issued a final order which incorporated its analysis of the statute and identified those items on Exhibit E that were exempt.

IV. The Circuit Court Reverses the Commission's Decision.

¶15 The Department sought certiorari review of the Commission's decision in the circuit court. *See* WIS. STAT. §§ 73.015, 227.52, 227.53. Pursuant to a stipulation between the Department and Master's Gallery, the circuit court granted the City of Plymouth leave to intervene as a party in the case.

¶16 Following the submission of briefs, the circuit court concluded that the Commission had erroneously interpreted WIS. STAT. § 70.111(27)(b). The court concluded that the phrase "used in manufacturing" in § 70.111(27)(b) is ambiguous and looked to the legislative history surrounding its enactment to determine the statute's meaning. After reviewing the legislative history, the court concluded that the Department's interpretation of § 70.111(27) was correct. Based upon its conclusion, the court granted the Department's petition and reversed the Commission's decision.

DISCUSSION

I. Standard of Review

¶17 Though this case comes to us from the circuit court, "[w]e review the Commission's decision rather than the circuit court's." *Citation Partners, LLC v. DOR*, 2023 WI 16, ¶8, 406 Wis. 2d 36, 985 N.W.2d 761. Master's Gallery and the Department premised their arguments before the Commission on a stipulated set of facts. Neither party argues there are any disputes of fact relevant to our analysis. Thus, our focus is the Commission's interpretation of WIS. STAT. § 70.111(27). We construe the statute *de novo* and without deference to the

Commission’s interpretation.⁵ See WIS. STAT. § 227.57(11); *Citation Partners*, 406 Wis. 2d 36, ¶8. Though we do not review the circuit court’s decision, we may benefit from its analysis. See *Sausen v. Town of Black Creek Bd. of Rev.*, 2014 WI 9, ¶5, 352 Wis. 2d 576, 843 N.W.2d 39.

II. Principles of Statutory Interpretation

¶18 When interpreting statutory language, our aim “is to determine what the statute means so that it may be given its full, proper, and intended effect.” *State ex rel. Kalal v. Circuit Ct. for Dane Cnty.*, 2004 WI 58, ¶44, 271 Wis. 2d 633, 681 N.W.2d 110. To do so, we give the language “its common, ordinary, and accepted meaning, except that technical or specially-defined words or phrases are given their technical or special definitional meaning.” *Id.*, ¶45. We interpret statutory language “in the context in which it is used; not in isolation but as part of a whole; in relation to the language of surrounding or closely-related statutes; and reasonably, to avoid absurd or unreasonable results.” *Id.*, ¶46.

¶19 “If this process of analysis yields a plain, clear statutory meaning, then there is no ambiguity, and the statute is applied according to this ascertainment of its meaning.” *Id.* (citation omitted). If, on the other hand, statutory language “is capable of being understood by reasonably well-informed persons in two or more senses,” then it is ambiguous. *Id.*, ¶47. To resolve

⁵ The parties argue about whether we should give “due weight” to the Commission’s interpretation of WIS. STAT. § 70.111(27) under *Tetra Tech EC, Inc. v. DOR*, 2018 WI 75, 382 Wis. 2d 496, 914 N.W.2d 21. In light of our conclusion that the statute is ambiguous and that the extrinsic materials presented to the Commission persuade us that § 70.111(27) does not apply to manufacturing property assessed by the Department, we need not resolve that issue.

ambiguity, we may consult “‘extrinsic sources’ ... outside the statutory text—typically items of legislative history.” *Id.*, ¶50 (citation omitted).

¶20 Exemptions from taxation are “strictly construed in every instance with a presumption that the property in question is taxable, and the burden of proof is on the person who claims the exemption.” WIS. STAT. § 70.109. Master’s Gallery must show that its property clearly falls within the terms of the exemption. *See Southwest Airlines Co. v. DOR*, 2021 WI 54, ¶26, 397 Wis. 2d 431, 960 N.W.2d 384. Exemptions “must be clear and express, and not extended by implication.” *United Rentals, Inc. v. City of Madison*, 2007 WI App 131, ¶13, 302 Wis. 2d 245, 733 N.W.2d 322. Doubts regarding the applicability of an exemption are resolved “in favor of taxability.” *Id.*

III. Analysis of WIS. STAT. § 70.111(27)

¶21 The Department begins its analysis of WIS. STAT. § 70.111(27) by noting that because Master’s Gallery submitted the MTP at issue to the Department for assessment, it necessarily fell within WIS. STAT. § 70.995(1)(a)’s definition of “manufacturing property.” Thus, in the language of that definition, the MTP was “personal property owned or used by any person engaged in this state in any of the [manufacturing] activities mentioned” (here, Master’s Gallery is engaged in food production) and was “used in the activity.” *See id.* And because the MTP was used in Master’s Gallery’s manufacturing activity, the Department argues, it could not be exempt under WIS. STAT. § 70.111(27) because that

provision is not limited to MTP used in the production process.⁶ The Department urges us to reject the Commission’s interpretation of “used in manufacturing,” claiming the Commission’s limitation of “manufacturing” to a “subset of manufacturing [activity],” the “production process” as defined in WIS. STAT. § 70.11(27)(a)5., ignores that § 70.995(1)(a) necessarily defines property more broadly as property owned or used by a person engaged in manufacturing activity and used in that activity.

¶22 Master’s Gallery does not argue the position it took before the Commission—that WIS. STAT. § 70.111(27) exempts all manufacturer MTP that is not exempt under WIS. STAT. § 70.11(27). Rather, Master’s Gallery asks us to adopt the Commission’s interpretation of § 70.111(27). It argues that the Commission correctly determined that § 70.111(27) could apply to MTP owned or used by a manufacturer or located at a manufacturing establishment that is not used in the production process. It contends that other provisions in Chapter 70 are more relevant to determine the meaning of the exemption than WIS. STAT. § 70.995(1)(a). As to the terms of § 70.111(27), Master’s Gallery emphasizes that they exclude MTP from its scope based on use, not the identity of the owner or user. In other words, the exemption does not say that MTP owned or used by manufacturers is not exempt; it says rather that MTP “used in manufacturing” is not exempt. Master’s Gallery contrasts the wording of § 70.111(27)(b) with other

⁶ The Department asserts that it is not arguing that “property owned by a manufacturer can never” be exempt under WIS. STAT. § 70.111(27). Instead, it contends “that property assessed by the Department under WIS. STAT. § 70.995 ... is not eligible because it is ‘manufacturing property’ that must be used in a manufacturing activity to qualify as such.” The Department acknowledges that “locally assessed property,” whether owned by a manufacturer or a nonmanufacturer, “is potentially eligible for the exemption because it is not ‘manufacturing property’ and [is] not used in a manufacturing activity.” This case, however, involves only property that was submitted to the Department for assessment.

exemptions in Chapter 70 that expressly define their scope by the identity of the owner or user. *See, e.g.*, § 70.111(9) (exempting “garden machines and implements and farm, orchard and garden tools if those machines, implements and tools are owned and used by any person in the business of farming”); § 70.111(14) (exempting “[m]ilkhouse equipment used by a farmer”). It argues the Commission correctly concluded that § 70.111(27) exempts MTP regardless of who owns or uses it, so long as it is not used in manufacturing.

¶23 After careful consideration of the parties’ arguments, we conclude that WIS. STAT. § 70.111(27) is ambiguous because it does not define the phrase “used in manufacturing.” Though not all undefined statutory language is ambiguous, the absence of a definition here leaves § 70.111(27) “capable of being understood by reasonably well-informed persons in two or more senses.” *See Kalal*, 271 Wis. 2d 633, ¶47. On one hand, Master’s Gallery is correct that § 70.111(27) does not say that MTP owned or used by a manufacturer is outside the scope of the exemption; it provides that MTP is not exempt if it is “used in manufacturing.” Sec. 70.111(27)(b). Master’s Gallery suggests that we follow the Commission’s lead in looking to the definition of “manufacturing” in WIS. STAT. § 70.11(27) for guidance. As we previously explained, § 70.11(27)(a)3. defines “[m]anufacturing” as “engaging in an activity classified as manufacturing under s. 70.995.” The Commission then defined “the borders” of manufacturing activity by “the beginning and end points defined in the production process” and concluded that Master’s Gallery’s MTP was exempt under § 70.111(27) so long as it was not used in any way in the production process to manufacture cheese and cheese-related products.

¶24 On the other hand, a reasonably well-informed person could also construe the phrase “used in manufacturing” in WIS. STAT. § 70.111(27)(b) not to

exempt the property at issue in this case. That property was assessed by the Department, which means that it was determined to be “manufacturing property” under § 70.995(1)(a)—that is, property “owned or used by” Master’s Gallery, a manufacturer engaged in the manufacturing activity of food production, “and used in” that food production activity. *See id.* Thus, MTP that is submitted to the Department for assessment is necessarily “used in manufacturing” and thus not exempt under § 70.111(27). Construing § 70.111(27) not to exempt MTP that is assessed by the Department is consistent with the strict construction we are to afford exemptions under Chapter 70. *See* WIS. STAT. § 70.109. It is an “equally sensible interpretation[.]” of the statute. *See Bruno v. Milwaukee County*, 2003 WI 28, ¶21, 260 Wis. 2d 633, 660 N.W.2d 656 (citation omitted).

¶25 Because we conclude that WIS. STAT. § 70.111(27) is ambiguous, we may look to extrinsic sources to ascertain its meaning, including “materials pertaining to the passage of a statute, historical events that occurred at the time of enactment, and information generated after the statute’s passage.” *See Seider v. O’Connell*, 2000 WI 76, ¶53, 236 Wis. 2d 211, 612 N.W.2d 659. An ambiguous statute “must be interpreted and applied so it is consistent with the statutory scheme in which it appears.” *Hoague v. Kraft Foods Glob., Inc.*, 2012 WI App 130, ¶10, 344 Wis. 2d 749, 824 N.W.2d 892.

¶26 Before we examine the extrinsic evidence in the record, we note that the legislature included three provisions in Act 59 that relate to WIS. STAT. § 70.111(27). First, Act 59 created WIS. STAT. § 79.096, which states in part:

Beginning in 2019, and in each year thereafter, the department of administration shall pay to each taxing jurisdiction ... an amount equal to the property taxes levied on the items of personal property described under s. 70.111(27)(b) for the property tax assessments as of January 1, 2017.

2017 Wis. Act 59, § 1210P. To fund these payments, the legislature also enacted WIS. STAT. § 20.835(1)(f), which directs the appropriation of “[a] sum sufficient to make the state aid payments under s. 79.096.” 2017 Wis. Act 59, § 480D. Finally, for the 2018-19 fiscal year, the legislature allocated \$74.4 million to make the payments required under § 79.096(1). See 2017 Wis. Act 59, § 183. In determining what § 70.111(27) means, we must endeavor to harmonize it with these related provisions. See *Kalal*, 271 Wis. 2d 633, ¶46.

¶27 The extrinsic evidence presented by the cities to the Commission consists of two affidavits from Rick Olin, a fiscal analyst with the Legislative Fiscal Bureau (LFB). The LFB is a nonpartisan agency that “provides fiscal and program information and analyses to the Wisconsin Legislature, its committees, and individual legislators.” *City of Menasha v. WERC*, 2011 WI App 108, ¶16 n.10, 335 Wis. 2d 250, 802 N.W.2d 531. Attached to one of the affidavits are four exhibits: (1) a table prepared by LFB displaying the amount of property taxes paid on certain categories of personal property in 2017; (2) a copy of an omnibus motion presented to the legislature concerning “Shared Revenue, Tax Relief, Local Government and Budget Management” which addresses the enactment of WIS. STAT. § 70.111(27); (3) excerpts from a Comparative Summary of Provisions related to the 2019-2021 Wisconsin State Budget prepared by LFB and dated August 2019; and (4) a Memorandum from LFB Director Bob Lang to the Joint Committee on Finance dated February 14, 2020.

¶28 Beyond its general contention that the Commission properly declined to consider this evidence because WIS. STAT. § 70.111(27) is not ambiguous, Master’s Gallery does not argue that the affidavits and exhibits are not relevant in determining § 70.111(27)’s meaning. Moreover, Wisconsin courts have previously considered affidavits, summaries, and other materials from LFB

in determining the meaning of statutes. *See, e.g., Juneau County v. Courthouse Emps., Loc. 1312*, 221 Wis. 2d 630, 645-48, 585 N.W.2d 587 (1998); *City of Menasha*, 335 Wis. 2d 250, ¶¶16-17; *Rychnovsky v. Village of Fall River*, 146 Wis. 2d 417, 421-22, 431 N.W.2d 681 (Ct. App. 1988). Based on Master’s Gallery’s lack of objection and this prior practice, we will consider these materials.

¶29 The Olin affidavits and attached exhibits provide a compelling explanation of WIS. STAT. § 70.111(27)’s intended meaning. According to Olin, before Act 59 was passed, “LFB was asked to estimate the fiscal effect of: (1) exempting personal property from the property tax; and (2) creating a state aid program to compensate local governments for, and hold taxpayers harmless from, the annual loss of tax base resulting from such an exemption.” In response to this request, LFB created a table containing its estimates of the tax base attributable to certain categories of personal property, including MTP. The table indicated an estimate of \$74.4 million in personal property taxes paid in 2017 on MTP of “property owners who were not manufacturers and who had reported such items to municipal assessors.” LFB also examined the tax base resulting from taxation of manufacturer-owned (and Department assessed) MTP and estimated that value at \$41.3 million. Thus, if the legislature were to enact an exemption that applied only to nonmanufacturer (i.e., locally assessed) MTP, LFB estimated that \$74.4 million in state aid would be required to make up for the resulting loss of tax base. But if the legislature decided to exempt MTP owned by manufacturers and nonmanufacturers, LFB estimated a total of \$115.7 million in state aid would be required to offset the exemption.

¶30 The omnibus motion submitted to the legislature after the bureau’s analysis recommended that the legislature “[e]xempt [MTP], not including such

items considered manufacturing property under current law, from the property tax” and offset this exemption by paying local taxing jurisdictions a total of \$74.4 million annually. The legislature followed through on this suggestion in Act 59 by creating the state aid program in WIS. STAT. § 79.096(1), enacting an appropriation to fund the program in WIS. STAT. § 20.835(1)(f), and appropriating \$74.4 million for the aid payments. *See* 2017 Wis. Act 59, § 183.⁷

¶31 Together, these interrelated statutory provisions and the extrinsic evidence clearly establish the meaning of WIS. STAT. § 70.111(27).⁸ These materials clarify that § 70.111(27) was enacted to exempt from taxation only MTP that is reported to local assessors. Construing the exemption to apply only to locally assessed property harmonizes it with its related statutes, gives the exemption a strict but not unreasonable reading as required under WIS. STAT. § 70.109, and prevents overlap with the exemption in WIS. STAT. § 70.11(27) for MTP that is assessed by the Department.

⁷ The Comparative Summary of Provisions prepared by LFB shows the \$74.4 million in state aid doubled to \$148.8 million for the two-year period 2018-19, which Olin confirms is “the amount allocated by the Legislature as the amount of state aid to compensate for the lost tax base due to the exemption of non-manufacturing machinery, tools and patterns.”

Because the LFB table, the omnibus motion, and the comparative summary are, in our view, sufficiently persuasive of the meaning of WIS. STAT. § 70.111(27), we need not consider the parties’ arguments concerning the other item of legislative history attached to Olin’s affidavit—the February 2020 memorandum from LFB director Lang to the Joint Committee on Finance.

⁸ The dissent contends that our analysis is limited to “extrinsic sources,” Dissent, ¶35, but fails to acknowledge that our reading of WIS. STAT. § 70.111(27)(b) is, as it must be, based on the interrelated statutory provisions enacted with that statute that established the state aid payments (WIS. STAT. § 79.096) and directed the allocation of funds to make them (WIS. STAT. § 20.835(1)(f)). *See supra* ¶26.

¶32 Master’s Gallery’s response to the legislative history is not convincing. It points to deposition testimony given by Olin which, in its view, shows that the legislature did not intend the aid program created by WIS. STAT. § 79.096(1) to fully compensate municipalities for the loss of tax base resulting from WIS. STAT. § 70.111(27)’s enactment. Master’s Gallery argues that Olin conceded the aid program is “at best [an] approximated reimbursement for a portion of the tax base” lost due to the new exemption. Even if we credit Master’s Gallery’s reading of Olin’s testimony, it does not completely sever the link between the exemption and the aid program. It remains the case that: (1) LFB was directed to estimate the amount of money that would be necessary compensate for the loss of tax base resulting from a personal property exemption; (2) LFB provided estimates of the loss of tax base that would result from the exemption of various categories of personal property, one of which was MTP reported to municipal assessors; and (3) the legislature appropriated the exact amount LFB estimated to be the loss that would result from exempting locally assessed MTP to fund the aid payments intended to compensate for the enactment of § 70.111(27). That LFB might have been able to provide a more precise measure of the exemption’s fiscal impact does not diminish the significance of its analysis in determining the exemption’s scope.

CONCLUSION

¶33 For the reasons stated above, the Commission erred in concluding that WIS. STAT. § 70.111(27) is unambiguous and can exempt MTP submitted to the Department for assessment so long as the MTP is not used in any way in a manufacturing production process. Like the circuit court, we conclude that § 70.111(27) is ambiguous, but that the legislative history surrounding its enactment demonstrates that the exemption does not apply to MTP that is assessed

by the Department under WIS. STAT. § 70.995. Because the property of Master's Gallery at issue here was submitted to the Department for assessment, it does not qualify for the § 70.111(27) exemption.

By the Court.—Order affirmed.

Recommended for publication in the official reports.

No. 2022AP1909(D)

¶34 GROGAN, J. (*dissenting*). Having reviewed the Record, the parties' briefs, and relevant statutory language, I conclude that the phrase "machinery, tools, and patterns, not including such items used in manufacturing" in WIS. STAT. § 70.111(27)(b) (2021-22)¹ is unambiguous.² Where no ambiguity exists, we simply apply the statute's plain meaning. *State ex rel. Kalal v. Circuit Ct. for Dane Cnty.*, 2004 WI 58, ¶¶47-48, 271 Wis. 2d 633, 681 N.W.2d 110. "Statutory language is given its common, ordinary, and accepted meaning, except that technical or specially-defined words or phrases are given their technical or special definitional meaning." *Id.*, ¶45. The plain meaning of "such items used in manufacturing" in the context of § 70.111(27)(b) means those items—here, "machinery, tools, and patterns"—that are actually used in manufacturing the product. This, in essence, is consistent with the Commission's determination—although the Commission relied on the definition of "manufacturing" in WIS. STAT. § 70.11(27)(a)3—which provides: "'Manufacturing' means engaging in an activity classified as *manufacturing* under s. 70.995." (Emphases added.)

¶35 The Majority concludes that the text of this statute is ambiguous, and it therefore turns to extrinsic sources to determine what it thinks the legislature

¹ All references to the Wisconsin Statutes are to the 2021-22 version unless otherwise noted.

² This statute provides, as material: "The property described in this section is exempted from general property taxes: ... (27)(b) ... machinery, tools, and patterns, not including such items used in manufacturing." WIS. STAT. § 70.111(27)(b). In other words, "machinery, tools, and patterns" are not exempt if they are "used in manufacturing."

meant by the words “machinery, tools, and patterns, not including such items used in manufacturing.” According to the Majority, the legislature intended these words to mean *all* property that is “owned or used by” a manufacturer—*any* property that is *submitted* to the Department for assessment. See Majority, ¶¶21-25, 33. It dismisses the Commission’s interpretation of the statutory words based on the Majority’s review of affidavits from a fiscal analyst, a table displaying 2017 property taxes, items presented to the legislature, and a memorandum to the joint finance committee from 2020. The Majority says these materials support its interpretation. Majority, ¶31. I disagree with the Majority.

¶36 *Kalal* directs us that: “[i]t is the enacted law, not the unenacted intent, that is binding on the public.” *Kalal*, 271 Wis. 2d 633, ¶44. The enacted law does not say “*owned by and used in.*” It does not say “*all property used in the manufacturing industry*” or “*all manufacturing property.*” Nor does it say “*any property that a manufacturer submits to the Department for assessment.*”

¶37 I would apply the plain meaning of the text actually enacted and stop there. Accordingly, I respectfully dissent.

Item 27.

File Attachments for Item:

28. R. O. No. 128-23-24 by Police Chief Christopher Domagalski pursuant to section 30-50 of the Municipal Code, submitting the annual report for the Police Department for the year 2023. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE

**CITY OF SHEBOYGAN
R. O. 128-23-24**

BY POLICE CHIEF CHRISTOPHER DOMAGALSKI.

APRIL 3, 2024.

Pursuant to section 30-50 of the Municipal Code, I herewith submit my annual report for the Police Department, for the year 2023.

SPD 2023 Annual Report



Item 28.

Christopher Domagalski, Chief of Police
1315 N. 23rd Street, Suite 101 Sheboygan, WI 53081

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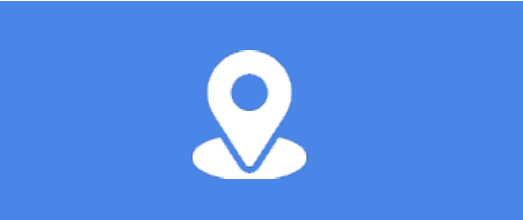
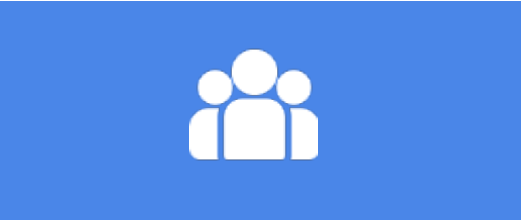


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Our Vision



For Sheboygan to be the safest community of its size in the United States.



Our Mission

is to be the model of excellence in policing by working in partnership with the community and others to:

FIGHT crime, the fear of crime and disorder;

ENFORCE laws while safeguarding the constitutional rights of all people;

PROVIDE quality service to all our residents and visitors; and

CREATE a work environment in which we recruit, train and develop an exceptional team of employees.

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Our Values

INTEGRITY

TEAMWORK

LEADERSHIP

COMPETENCE

ACCOUNTABILITY

PROFESSIONALISM





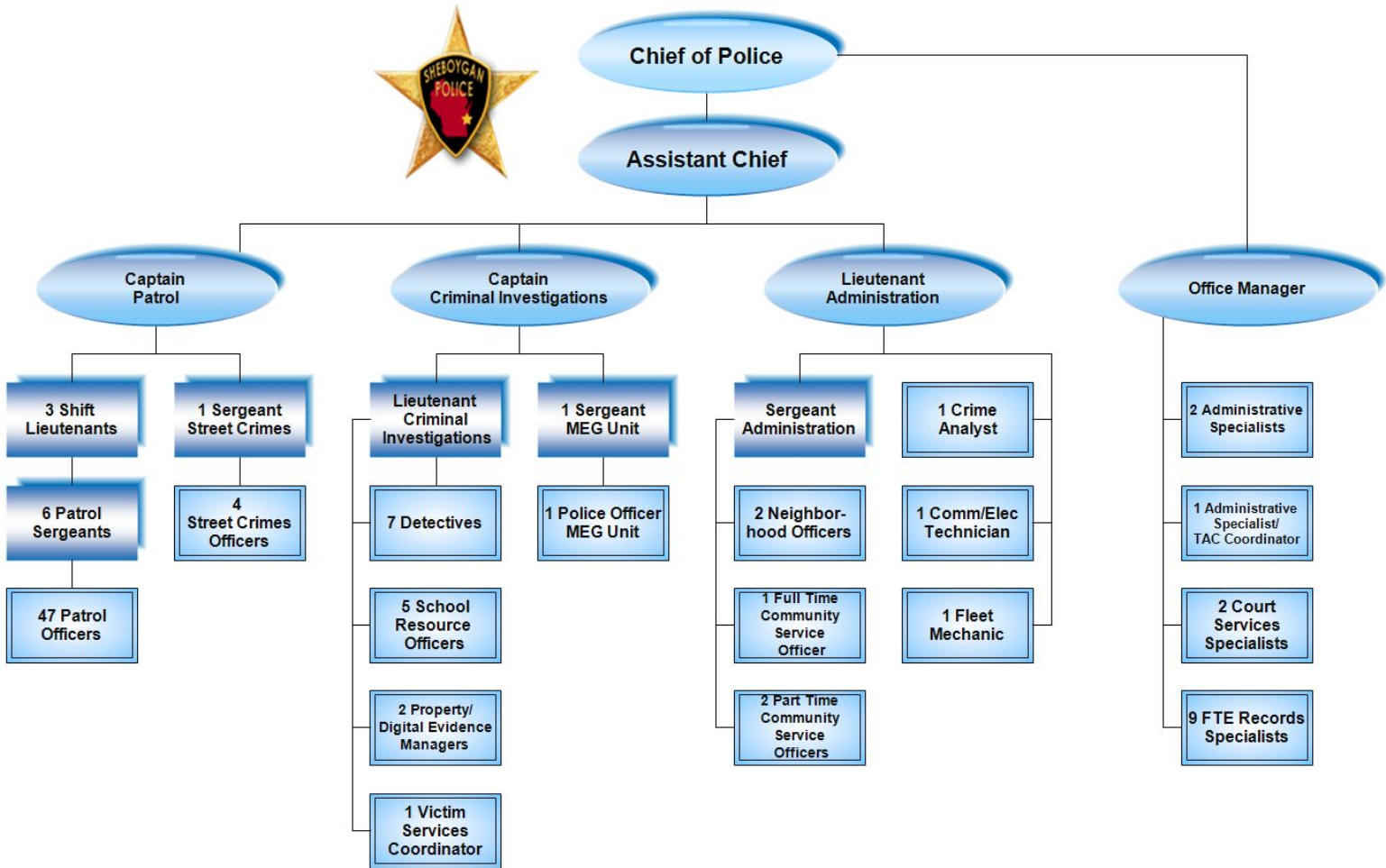
City of
Sheboygan
spirit on the lake.

Mayor Ryan Sorenson
City Administrator Casey Bradley

District	Wards	Aldersperson	District	Wards	Aldersperson
1	1, 2	Barb Felde	6	11, 12	Dean Dekker
2	3, 4	Roberta Filicky-Peneski	7	13, 14	Grazia Perrella
3	5, 6	Amanda Salazar	8	15, 16	Zach Rust
4	7, 8	Betty Ackley	9	17, 18	Trey Mitchell
5	9, 10, 21	Angela Ramey	10	19, 20	Joe Heidemann

2023 Table of Organization

Item 28.



POLICE & FIRE COMMISSION

2022-2023

President Andrew Hopp

Secretary Gerald Jones

Commissioner Jeanne Kliejunas

Commissioner Larry Samet

Commissioner Kristin Stearns



Message from the Chief

Item 28.

The Sheboygan Police Department annual report is herein presented for your review. The report provides a snapshot of the Police Department's accomplishments, challenges and key activities.

2023 was a year of change for the department. The retirement of two of our senior Captains led to the reorganization of the executive staff, which included the addition of an Assistant Chief and the promotion of two new Captains to lead our major operational areas. We also saw two new officers assigned as Neighborhood Beat Officers and the hiring of a Victim Services Coordinator. All of these changes brought new perspectives, new energy and new ideas to adapt to the challenges we face.

During 2023 we continued to spend a large amount of our time and resources responding to community needs and impacts related to the mental health in the community. We continued to see that the availability of services for those in the community needing assistance with mental health and substance use disorders, did not always meet demand or connections were not made. A significant amount of our calls for service involved responding to check welfare calls, assists and complaints related to mental health or substance use issues. In partnership with the Sheboygan County and Elevate we began a Co-Responder program that puts a social worker in the car with an Officer 16 hours a day to provide increased resources focused on crisis calls. We believe that in the long term we will see stronger partnerships and better services provided to our residents, leading to less repeat callers and more time to focus on other community issues such as traffic enforcement and neighborhood disorder.

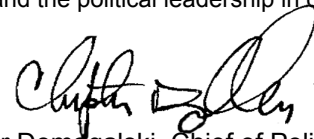
In spite of these challenges we still experienced a reduction in Part 1 crimes during 2023 of 828 reported crimes in comparison to 852 in 2022 and 841 in 2021. The 828 Part 1 crimes reported in 2023 represents a 51 % reduction from the 1,690 reported in 2012. We also continued to see a positive trend in accidents with 1,390 reported in 2023 in comparison to 1,418 in 2022.

During 2023 we invested in our community relationships by successfully holding a citizen's academy class, a Junior Police Academy, a Unity walk and a Community BBQ with BACO (Black American Community Outreach), National Night Out and numerous neighborhood events.

I remain grateful for the opportunity to work with the amazing sworn and professional staff of the Sheboygan Police Department. I am thankful for the inspiration they provide and the professionalism, competence and teamwork they have demonstrated during this past year. I am extremely proud of their work and the difference they make daily in our city. I am also thankful for the strong partnership and support we receive from all city departments and the political leadership in our city.

Finally, we are grateful and blessed to have the privilege to work in such an amazing community.

Sincerely,



Christopher Domagalski, Chief of Police

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SPD Budget

	2019 Adopted Budget	2020 Adopted Budget	2021 Adopted Budget	2022 Adopted Budget	2023 Adopted Budget
Total Budget	\$12,396,543.00	\$12,875,964.00	\$12,907,179.00	\$13,111,676.00	\$13,582,624.00

*Due to changes to budget categories in recent years, only total budget numbers are now displayed.

17 internal investigations were conducted in 2023. Of those investigations, 6 were initiated by the department, and 11 were citizen complaints.

Internal Investigations



DEPARTMENT INITIATED INTERNAL INVESTIGATIONS BY YEAR

INVESTIGATIVE FINDINGS	2019	2020	2021	2022	2023
SUSTAINED	10	11	20	11	5
NOT SUSTAINED	2	1	0	1	1
UNFOUNDED	1	1	2	1	0
EXONERATED	3	3	0	0	0
NO FORMAL COMPLAINT	0	0	2	3	0
TOTAL	16	16	24	16	6

- Sustained = The allegation is supported by sufficient proof.
- Not Sustained = The evidence is not sufficient to prove or disprove the allegation.
- Unfounded = The allegation is false or otherwise not based on valid facts.
- Exonerated = The incident that occurred or was complained against was lawful and proper.

Internal Investigations



CITIZEN COMPLAINTS BY YEAR

INVESTIGATIVE FINDINGS	2019	2020	2021	2022	2023
SUSTAINED	2	2	0	5	7
NOT SUSTAINED	3	1	2	1	0
UNFOUNDED	1	5	0	0	2
EXONERATED	3	3	5	1	0
NO FORMAL COMPLAINT	1	0	0	0	2
TOTAL	10	11	7	7	11

- Sustained = The allegation is supported by sufficient proof.
- Not Sustained = The evidence is not sufficient to prove or disprove the allegation.
- Unfounded = The allegation is false or otherwise not based on valid facts.
- Exonerated = The incident that occurred or was complained against was lawful and proper.

Use of Force



USE OF FORCE BY YEAR	2019	2020	2021	2022	2023
DEADLY FORCE	1*	1	0	0	0
DISPLAY FIREARM	75	72	51	80	75
DISPLAY ELECTRONIC CONTROL DEVICE	25	27	27	52	30
DEPLOY ELECTRONIC CONTROL DEVICE	8	15	13	15	10
EMPLOY ACTIVE COUNTERMEASURES	6	11	5	5	5
APPLY HOBBLE DEVICE	5	7	6	4	10
DEPLOY SPECIALTY IMPACT MUNITIONS	0	1	1	4	0
DEPLOY OLEORESIN CAPSICUM SPRAY	3	4	2	0	0
DEPLOY IMPACT WEAPON	0	1	0	2	3
CANINE BITE	0	0	0	0	0
TOTAL	122	139	105	162	133

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*Task Force Officer Incident, Ashland, WI

Search Warrants



BY YEAR	2019	2020	2021	2022	2023
January	10	8	4	4	6
February	16	8	9	8	10
March	18	5	5	10	10
April	9	9	7	15	12
May	21	16	5	11	1
June	9	10	7	5	8
July	8	6	7	2	9
August	9	8	4	5	8
September	6	4	5	4	5
October	8	4	6	12	7
November	10	4	3	13	10
December	3	13	6	7	10
Total	127	95	68	96	96

Search Warrants are utilized to obtain evidence related to a criminal offense. Item 28.

A search warrant is not only obtained for a person or place but can also be for records and digital data found on electronic devices.



Officer Gus Lopez



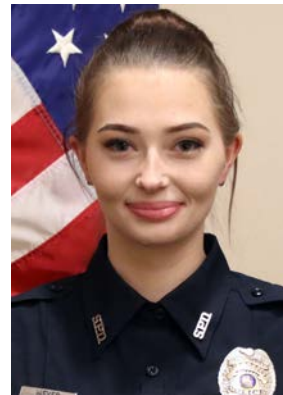
Officer Emily Ross



Officer Stacy Dowling



Officer Mitch Paap



Officer Alison Meyer

Ten new officers joined the SPD in 2023. Officers Gus Lopez, Emily Ross, and Stacy Dowling took the oath in January. Officers Mitch Paap and Alison Meyer were sworn in during March.

NEW HIRES IN 2023



Officer Jared TenPas



Officer Nathan Rasimus



Officer Ryan Lefebvre



Officer Joe Toth



Officer John Wick

Officer Jared TenPas was sworn in during May. Officers Nathan Rasimus, Ryan LeFebvre, and Joe Toth took the oath in August. Officer John Wick was sworn in during December.

NEW HIRES IN 2023



CSO Megan Little



CSO Grant VanEss



Court Services Specialist
Shelly Jarvey



Victim Services
Coordinator
Britta West



CSO Brandon Wilterdink

Five civilian staff joined the SPD in 2023. We welcomed CSO's Megan Little, Grant VanEss, and Brandon Wilterdink, in addition to Court Services Specialist Shelly Jarvey and Victim Services Coordinator Britta West.

NEW HIRES IN 2023



Detective Joel Clark



Sgt. John Rupnick



Captain Jim Veese



Detective Eric Edson



Property/Evidence Officer
Henry Meller

We said goodbye to five dear friends as they retired from the Department.

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Detective Joel Clark retired in January with 29 years of service. Sergeant John Rupnick retired in March with over 29 years of service. Captain Jim Veese retired in April with over 31 years of service. Detective Eric Edson retired in June with over 30 years of service. Property/Evidence Manager Henry Meller retired in August with over 28 years of service with the City.

2023 RETIREES

SPD K9 Unit

The SPD K9 Unit worked diligently in 2023 and our K9 teams were used 690 times. The uses included 577 vehicle sniffs, 11 demonstrations, 40 tracks, 4 school sniffs, 16 building searches for humans, and 28 area searches.

The K9s recovered 1491 ounces of Marijuana, 170 marijuana vaporizer cartridges, 34 grams of Cocaine, 639 grams of Methamphetamine, 2 grams of Heroin, 15.6 grams of Fentanyl, 30.5 grams of Ecstasy, 3.6 grams of psilocybin mushrooms, and 106 pieces of drug paraphernalia. In addition, 8 illegal firearms were located and \$12,938 in illegal monies was seized. 352 felony, misdemeanor, and ordinance arrests were made as a result of K9 sniffs.

The K9s assist officers in many different work-related needs that occur on the job. Their special skills include traffic stops, search warrants, tracks, school searches, and article searching. The Unit also provides community presentations highlighting skills and accomplishments. The K9 Unit helps locate not only persons hiding from apprehension, but also locates missing, vulnerable persons in Sheboygan and surrounding Counties.



Officer Heimerl
and K9 Grimm

Officer Taylor
and K9 Max

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ADMINISTRATIVE SERVICES DIVISION

Assistant Chief Kurt Zempel

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The Administrative Services Division is responsible for a variety of support services throughout the department. This includes documenting the training of all department members, recruiting and screening candidates to fill entry level Police Officer positions, managing the police facility, managing the offices of the Sergeant of Administration, Crime Analyst, Police Fleet Services, Radios and Communications, and the Volunteers in Police Service Corps.

The Sergeant of Administration is responsible for managing individual members' training, supervising the department's Beat Officers, Community Service Officers and School Crossing Guards, managing the department's parking enforcement and traffic functions, and coordinating the Sheboygan Police Citizens Academy.

The Crime Analyst specializes in data analysis and presentation and provides support to the entire department in the identification of trends, assessing solvability factors, and directing proactive crime prevention strategies.

The Police Fleet consists of 38 different motor vehicles. Our fleet manager is responsible for general maintenance and repairs of all vehicles. In addition, each year, the fleet manager is responsible for fitting newly purchased vehicles with necessary equipment to operate as a police car.

The primary responsibility of the Radio and Electronics Technician is working to support and maintain the Sheboygan County radio communications network. This involves radio service to over 300 mobile and portable radios that function within the City. In our role as a County partner in this project, our technician supports any radios on our county network. In addition, this office maintains the 911 emergency phone systems as well as all radio, paging and emergency alert equipment for the City of Sheboygan, and manages the city's telephone network. Working in conjunction with the IT department, the radio and communications technician maintains several communication and security networks throughout the city. In addition, this position manages mobile data systems for the police department and services and installs various electronic equipment systems.

292

TRAINING AND CAREER DEVELOPMENT

Item 28.

In 2023, the department conducted **32** hours of in-service training to maintain the skills and knowledge of all officers on the following topics:

- Bi-annual Pursuit Training
- High Risk Vehicle Contacts
- Handgun and Rifle Qualifications
- Diversity, Equity, Inclusion and Belonging
- Local Community Resources
- Eviction Law
- Anti-Harassment Training
- Open Source Investigations
- Active Shooter Scenarios

In addition to in-service training, officers attended advanced courses or specialized schools offered outside the department. In total, officers received more than **7,260** hours of training were provided for sworn personnel, an average of 86 hours per officer.

All of the department’s certified instructors attended 8 hours of training to evaluate and coordinate next year’s training needs and topics for the department.

4 members of the Police Department attended Leadership in Police Organizations courses.



5 new officers hired in 2023 attended the 720-hour recruit academy.



The Administrative Services section oversees the Volunteers in Police Service program. V.I.P.S. provided a variety of support services until services were reduced for volunteer safety during the COVID-19 pandemic.

Item 28.

During 2023, VIPS donated over **481** hours

VIPS are led by Coordinator Penny Weber, who has been able to continue helping the Department by working remotely. Other members who volunteered during part of 2023 were Barb Strauss, Doug Strauss, Lee Ann VanderSande and Bill Young.

Volunteers also include our three current police department chaplains, Chaplain Michael Thomas, Chaplain William Bulson and Chaplain Kristin Berglund. The Sheboygan Police Chaplaincy program was developed to serve as a resource to provide spiritual and emotional support to members of the department, their families and members of the public.

ADMINISTRATIVE SERVICES DIVISION

294



CRIMINAL INVESTIGATIONS DIVISION

Captain Douglas Teunissen

Item 28.

The Criminal Investigation Division encompasses the Detectives, School Resource Officers, MEG Unit, the Property Manager and the Digital Evidence Manager. The Division is responsible for the more complex investigations including homicide, robbery, sexual assault, identity theft, forgery and burglary. 2023 brought change to the Criminal Investigation Division with Det. Eric Edson retiring at the beginning of June as well as our Property Manager, Henry Meller, in August.

CID in 2023 participated in helping instruct our Fall and Spring Inservice, Citizen's Academy, Safety Town, two sessions of the Junior Police Academy, and provided members of the department with Evidence Technician and Interview and Interrogation Training. Community outreach was performed by members of the division throughout the year on the topics like Fraud, internet safety, human trafficking, school safety, and we performed 23 public service announcements conducted at WHBL on crime prevention topics. Additionally, CID provided in-service training in 2023 to both the Sheboygan Fire Department and Shoreline Metro.

The Criminal Investigation Division handled priority investigations. The investigations primarily were sexual assaults, exploitation of children, robbery, burglary, fraud, theft and overdose deaths. Supervision continues to monitor sex offender waivers and handled 48 applications for waivers in 2023. With the help of our SROs in the summer months of 2023 we completed a city wide audit of sex offenders to ensure that all persons living within the jurisdiction were complaint with our local ordinance and the rules of the WI DOC.

Breakdown of the Cases Assigned to CID

Total	328
Cleared by Arrest	72
Closed	88
Active	22
Inactive	22
Situation Resolved	109
Unfounded	8
Information Only (Intel)	1
Referred to Other Agency	2
Void	2
Other	2

Cleared by Arrest: An investigation resulting in at least one arrest.

Item 28.

Closed: An investigation that is closed with no arrests.

Active: Currently assigned and under investigation.

Inactive: A case in which all current investigative leads have been exhausted, but will be reopened if new information is obtained.

Situation resolved: A case in which law enforcement assisted in resolving an incident, no arrests were made, and no additional investigation was anticipated.

Unfounded: A case reported to law enforcement but investigation revealed the incident did not occur as reported, deemed false or baseless.

Information: A report used to compile information, often criminal intelligence.

Breakdown of Cases Assigned to School Resources Officers

Total	424
Cleared by Arrest	319
Closed	9
Active	5
Inactive	12
Situation Resolved	71
Unfounded	2
Information Only (Intel)	2
Referred to Other Agency	0
Void	3
Other	1

Cleared by Arrest: An investigation resulting in at least one arrest.

Item 28.

Closed: An investigation that is closed with no arrests.

Active: Currently assigned and under investigation.

Inactive: A case in which all current investigative leads have been exhausted, but will be reopened if new information is obtained.

Situation resolved: A case in which law enforcement assisted in resolving an incident, no arrests were made, and no additional investigation was anticipated.

Unfounded: A case reported to law enforcement but investigation revealed the incident did not occur as reported, deemed false or baseless.

Information: A report used to compile information, often criminal intelligence.

Since 2008, the Sheboygan Police Department has partnered with the United States Marshals Service (USMS) by assigning an officer to their Great Lakes Regional Fugitive Task Force (Eastern District of Wisconsin). This assignment is staffed by Det. Ryan Walloch in 2023. The purpose of this assignment is to assist the USMS in locating and apprehending violent fugitives in and from our community. Last year, this partnership led to the arrests of 32 fugitives with ties to Sheboygan in three different states, and included seizures of firearms, narcotics, and currency.



The Sheboygan County Human Trafficking Task Force is a multidisciplinary team committed to empowering survivors of human trafficking through community education, prevention, and partnerships. They prioritize awareness and prevention when it comes to human trafficking. The Sheboygan Police Department supports the task force through participation, sharing their social media posts, engaging in outreach activities with the task force, and supporting them by helping to create their outreach materials.

Item 28.



Achievements for 2023

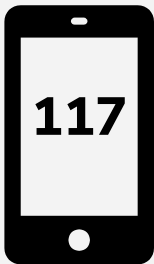
Total number of media features	4
Total number of team meetings held	13
Total number of community presentations	24
Total number of youths reached	500
Total number of community members reached	675
Total number of social media followers	1550

The Task Force hosted the first Wear Blue Day event at City Hall on January 11, 2023 for Human Trafficking Awareness Day. This event encouraged community members to join us, wearing blue, to support prevention and awareness efforts. Over 60 professionals, citizens and elected officials joined us to show support for victims of human trafficking.

Technology and the ability to use technology is required within Law Enforcement in order to conduct investigations and share evidence with supporting agencies. Members of the Sheboygan Police Investigative Division are members of the WI DOJ ICAC (Internet Crimes Against Children) Task Force. Detectives handled 25 ICAC investigations in 2023 associated with Child Sexual Abuse Material. In 2023 we completed our project of refurbishing our computer lab with newer hardware. In 2024 we will be working on projects related to software upgrades. We plan to purchase AI software for redaction for the Digital Evidence Manager to create efficiencies related to the amount of time it takes to prepare Discovery and Open records requests for release. We have also purchased some industry leading digital intelligence and investigations software for our Crime Analyst and Detectives to increase our abilities to use technology to conduct investigations. Training on this software is scheduled to begin early in January 2024.

Item 28.

The Digital Evidence Manager, Cole Squire, is responsible for the storage of our digital evidence, compiling requests for discovery, and completing requests for open records requests received by the department.



117 Forensic Phone Downloads

CRIMINAL INVESTIGATIONS DIVISION

300

In September 2023, Zac Jensema was promoted to Property & Evidence Manager after Henry Meller retired. The Property and Evidence Manager assigned to CID is instrumental in managing items taken into possession by the SPD. In addition, those items are tracked as they are routed to and from supporting agencies like the State of Wisconsin Crime Lab. It is also their responsibility to return and purge items no longer needed for investigative purposes. In 2021 and 2022, the efforts to return and purge items was made a priority for the division with 17,885 items removed from the evidence/property storage locations and only 6,808 taken in. This project will remain a priority for the division until we are only housing those items still required for the investigation or prosecution of cases.



169

Items processed
at the Crime Lab



1,948

Pounds

Collected in the Prescription
Drug Drop Off Box

CRIMINAL INVESTIGATIONS DIVISION

Congratulations to Sgt. Michael Thielke, Lt. Sarah Blodgett and the Sheboygan County MEG Unit for your recognition as the IACP / Thomson Reuters, Excellence in Criminal Investigations Award winner at the 2023 International Association of Chiefs of Police Conference. This award recognizes exceptional innovation in managing and conducting criminal investigations with the goal of sharing information to advance the art and science of criminal investigations.

Item 28.

The Sheboygan County Multi-Enforcement Group investigated methamphetamine and fentanyl trafficking in a tri-county area in Wisconsin. The investigation ended up targeting and international drug trafficking operation with leadership in Mexico. The investigation resulted in the seizure of kilos of meth and tens of thousands of fentanyl pills and the dismantling of an organization posing great danger to a tri-county area.



CRIMINAL INVESTIGATIONS DIVISION

In March of 2023 Sarah Blodgett was selected as Woman Police Officer of the Year by the Wisconsin Association of Women Police. Lieutenant Blodgett was nominated for the outstanding leadership she demonstrated as the Commander of Sheboygan County MEG Unit. She is an amazing role model who has strengthened relationships and increased teamwork.

Item 28.

Michael Thielke was recognized at the Wisconsin State Assembly as a recipient of the 2023 Hometown Hero Award. State Representative Amy Binsfield and Terry Katsma commended his bravery and service to the community. Sergeant Thielke has made extraordinary efforts to combat narcotic distribution which likely has saved many lives.



CRIMINAL INVESTIGATIONS DIVISION



VICTIM SERVICES COORDINATOR

Item 28.

2023 saw the SPD receive an award from the International Association of the Chiefs of Police to create a new position for a Victim Services Coordinator. The role of the Victim Services Coordinator (VCS) is to be a support for victims of any types of crime. The VCS is an advocate that can offer victims emotional support and safety planning, information about the justice system, help connecting to resources and can guide victims through paperwork. Through supportive conversation, the VCS can help identify unmet needs and work with the victim to find local or national organizations for support. Ultimately, the VCS is working alongside others to provide support and explain rights to victims. After a competitive search to fill this position, in October, Britta West was chosen to be our first ever VCS and has already attempted, or has contacted, 60 crime victims to offer services to them by the end of 2023.

THE MEG UNIT

Item 28.

The Sheboygan County MEG Unit continued to address narcotic sales and distribution. In addition to arresting offenders, significant amounts of narcotics were seized during the investigations. The street value of these narcotics is great but the true value was not allowing these narcotics into the hands of users.



Illegal Drugs Seized

5.2 lbs. of marijuana, 5.14lbs of meth,
195g of fentanyl, 3.28 lbs. cocaine

24

Community Talks about Drug Awareness & the Opioid Crisis



2,920.40

Pounds

National Prescription Drug Take Back Campaign

305



PATROL DIVISION

Captain Joel Kuszyński

Item 28.

The Sheboygan Police Department's patrol division is responsible for responding to calls for service from the community, providing uniformed patrol in marked squad cars to help deter crime and enforce traffic laws, and to work collaboratively with neighborhoods to resolve ongoing crime and quality of life problems. The division provides around-the-clock police services with a staff of approximately 60 police officers and supervisors. Patrol officers and supervisors are also assigned a group of neighborhoods in the city where they are responsible for monitoring ongoing problems and building relationships with residents, stakeholders and other service providers to help improve quality of life in neighborhoods.

All members of the patrol division are encouraged to be proactive in addressing crime, traffic, and disorder problems that arise throughout the city and in their assigned neighborhoods. This includes promoting methods for residents and businesses to prevent victimization by caring for and securing their properties, using exterior lighting at night, and engaging in safe driving practices. All officers in the patrol division are responsible for monitoring their assigned areas for public safety trends and threats, and then use education, collaboration and enforcement strategies to help resolve them.

In 2023, the patrol division utilized social media in partnership with increased enforcement to address conditions and behaviors that lead to traffic crashes, crime and other quality-of-life problems. The department focused on a different topic each month utilizing social media to educate the public about violations that contribute to crashes, how to keep your property safe from theft or burglary, or school safety tips. At the same time, officers were out in the community spreading the same awareness and education message and paying attention for those same behaviors. This helped us maintain reported crashes in the city below our goal of 1,500 for the fourth year in a row and also contributed to historically low property crimes. We appreciate the support of our residents in helping to prevent crime crashes!

306



Neighborhood officers coordinated our annual spring clean-up project with city building inspection, focusing on blighted properties in Sheboygan’s most at-risk neighborhoods. These neighborhoods are identified through visual assessments of property conditions conducted by the building inspection department, as well as calls for police service involving crime and disorder problems. The officers work with building inspection to address the conditions in neighborhoods that tend to contribute to physical disorder, social disorder, and crime.



Neighborhood officers again used Sheboygan’s favorite sausage to bring neighbors and community members together to help improve the resilience and familiarity in Sheboygan’s neighborhoods. “Brat with a Cop” pop-up barbecues have become a popular way to connect officers with residents to identify problems.



Members of the department and their families again worked with Black American Community Outreach to coordinate grilling and serving food at Sheboygan’s Juneteenth Day celebration at Kiwanis Park.

PATROL DIVISION



In August, the Sheboygan Police Department, City of Sheboygan, and Black American Community Outreach hosted the 4th annual Community Barbecue and Walk for Unity. We gathered at Fountain Park and carried ribbons with messages of unity and peace to Peace Park, where they were tied to the unity tree. Back at Fountain Park there was food, games and information from our great community partners. Thanks to all who made it a great event!



Members of the patrol division again supported the annual City of Sheboygan Landlord Training Program, which helps landlords learn how to support vibrant neighborhoods through responsible rental practices.



Our Neighborhood Beat Patrol officers and other volunteers from City departments hosted the 7th annual "Operation Blue Santa" which provided a holiday dinner, presents and photos with Santa to six Sheboygan families, as well as a ride through "Making Spirits Bright" on the Shoreline Metro trolley.

PATROL DIVISION



In 2023, Officer Alicia Kegler and Officer Kimberly Yang were selected to take on the role of Beat Officer. Both officers bring a strong commitment to community policing to the position. On a daily basis they spend time in local schools, playgrounds, parks or simply just walking the beat to build relationships with children and families in their assigned areas.

NEIGHBORHOOD BEAT OFFICERS

Item 28.

The Beat Officer Position was created in 2016 and consists of two officers specifically assigned to identified neighborhoods on the North and South side of the city. The Beat Officers engage in outreach activities to build relationships, form partnerships, identify and solve problems. Beat Officers develop plans and activities that decrease the impact of problems within the neighborhood, leading to a decrease in crime and an increase in social cohesion and collective efficacy within the Neighborhood. By working in a collaborative manner with Neighborhood Associations, community members and organizations, City Planning and Development, and Building Inspection, they develop solutions that are specific to the neighborhoods that they are assigned to. Beat Officers address quality of life issues, focusing on voluntary compliance. With the assistance of DPW and city residents, 50.61 tons of garbage and large items were collected and disposed of throughout the city at Neighborhood Clean-ups. In addition to focusing on Neighborhoods, Beat Officers work collectively with other citizens and organizations to create positive outcomes within our community.



INFORMATION SERVICES DIVISION

Cassandra Wohlgemuth

Item 28.

Information Services at the Sheboygan Police Department consists of the following positions:

1 Office Manager, 2 Administrative Specialists, 1 Administrative Specialist/Time Agency Coordinator, 2 Court Services Specialists, 7 Records Specialist Clerks, 1 PT Records Specialist Clerk, 1 LTE (limited term employment) Records Specialist Clerk.

The civilian staff are the foundation of the department and provide support to all levels of the department. Without their competence, leadership and attention to detail, processes and service to our citizens would come to a halt. The civilian staff is very proud to provide excellent service to the department and citizens of Sheboygan.

The following slides contain statistical data compiled by the Crime Analyst.

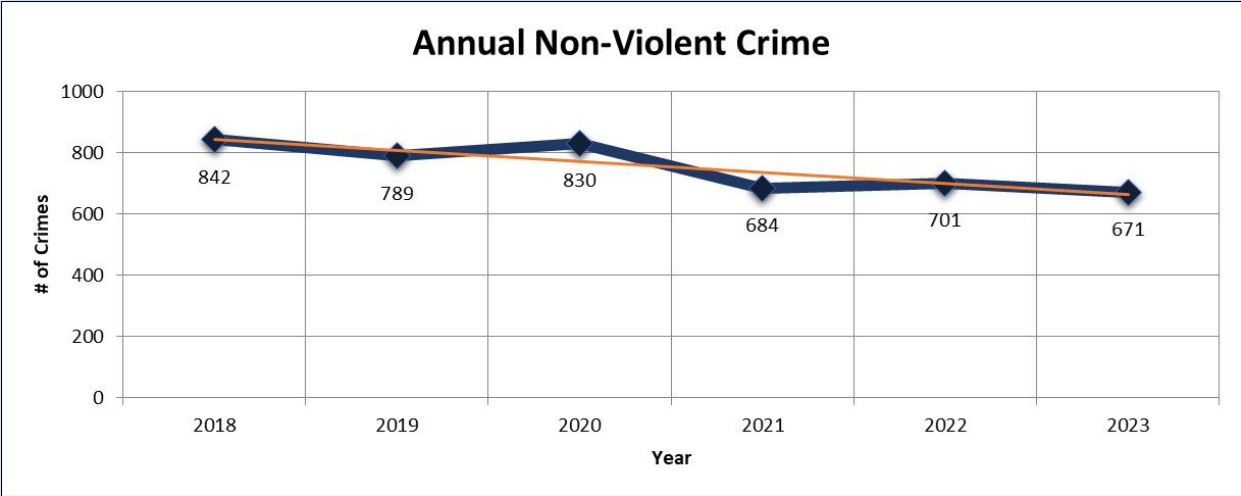
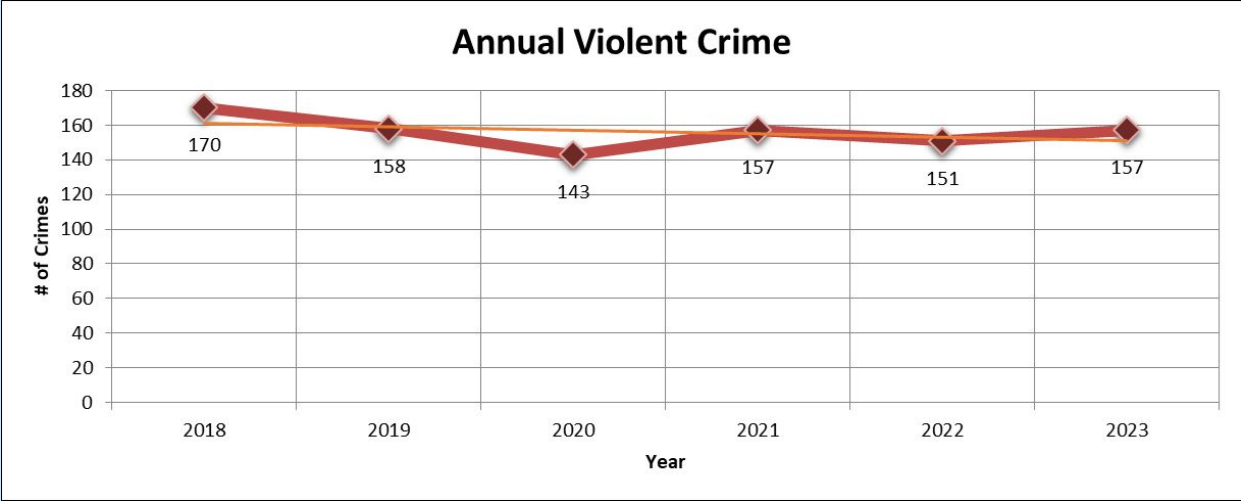


23,024

Total number of law incident complaints for the
City of Sheboygan Police Department in 2023

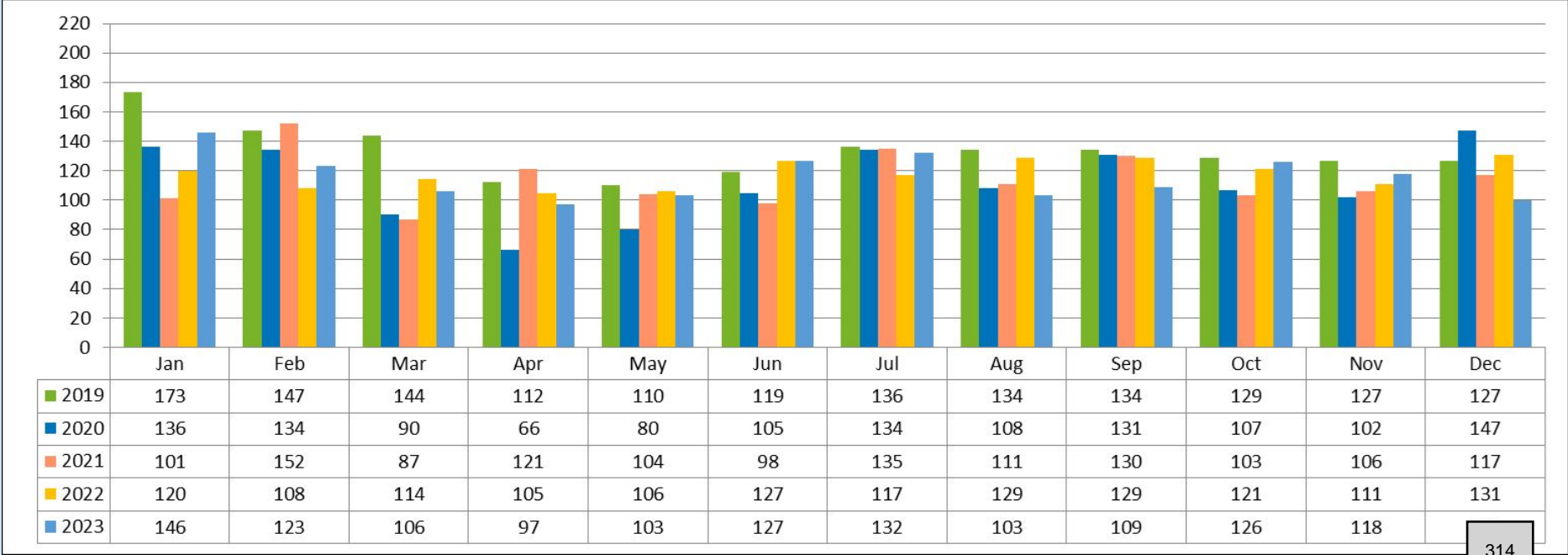
Part I Crimes							
	2018	2019	2020	2021	2022	2018-2022 5 Yr. Avg.	2023
Homicide	0	1	2	1	0	1	0
Rape	14	33	20	39	30	27	32
Robbery	10	10	14	5	11	10	8
Agg. Assault	146	114	107	112	110	118	117
<i>Violent</i>	170	158	143	157	151	156	157
Burglary	90	89	96	82	65	84	65
Theft	719	678	689	563	597	649	585
MV Theft	25	19	35	34	29	28	19
Arson	8	3	10	5	10	7	2
<i>Non-Violent</i>	842	789	830	684	701	769	671
Total Part I	1,012	947	973	841	852	925	828

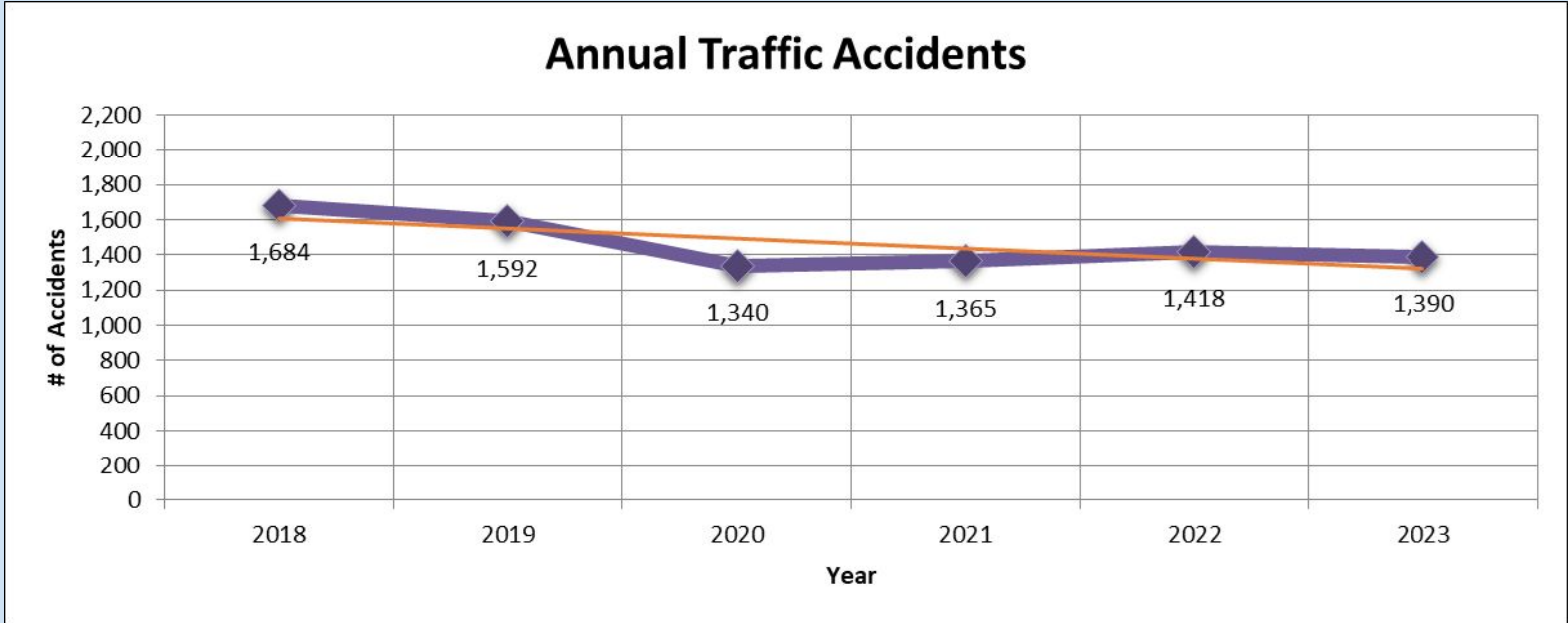
In 2017, the SPD transitioned from reporting crime in the Uniform Crime Reporting format to the National Incident-Based Reporting System Format. The NIBRS reporting includes up to 10 offenses per incident, provides detail on the context of crime, improves understanding on multi-offense incidents and collects data on 52 crimes across 24 offense categories.



Traffic Accident Data

2022 Total	1,418	2023 Total	1,390	Difference	-28	Percent	-2%
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COMMUNITY OUTREACH

.....

Partnering together to make our City
the best it can be.



Item 28.

The Special Olympics Law Enforcement Torch Run is an effort to increase awareness and raise funds for Special Olympics of Wisconsin. The Torch Run made its way through the north side of Sheboygan on June 8th, 2023. Participants then continued on to the Kohler Police Department and the Sheboygan Falls Police Department.

Item 28.



LAW ENFORCEMENT
TORCH RUN[®]
FOR SPECIAL OLYMPICS

317

2023 Citizen Academy

Item 28.



March 14th, 2023 marked the beginning of the 27th Annual Citizen Academy. 23 citizens participated in this 11 week academy, which provides citizens with an opportunity to gain knowledge and a better understanding of the vision, values, goals, and operations of the Sheboygan Police Department. The Citizen Academy is designed to be interactive through lectures, demonstrations and practical exercises. Participants are exposed to many areas of police work including the hiring process, current department initiatives, police investigations, use of force, and the legal system.



318

2023 Junior Police Academy

Item 28.



In 2023, the SPD hosted two Junior Police Academy (JPA) sessions. JPA is taught by our School Resource Officers and supported by other members of the department. JPA builds partnerships with pre-teen and adolescent students, motivating them to be responsible, involved citizens. It transforms the instructor from “police officer” to “mentor.” Graduates had a chance to experience mock crime scenes, collect evidence, conduct simulated traffic stops, and learn arrest and defensive tactics. We also want to thank the Sheboygan County Sheriff’s Office for supporting us by having their Drone Team present and providing a tour of their armored vehicle.

319

Safety Town 2023

Item 28.



In June, The Sheboygan Service Club partnered with the Sheboygan Police Department in hosting the 2023 Safety Town. Safety Town is a safety education program. It teaches safety awareness and accident prevention in a fun, hands-on setting.

There were 95 kids over the 2-week program. We saw presentations from the police department, fire department, Dr. Dan Opel, and the health department. We learned about gun safety, stranger danger, pet safety, swimming safety, and many others. All the kids graduated from the program with a personalized safety town license and a head full of knowledge.



320

Neighborhood Events

Item 28.



Throughout 2023, officers were able to meet many of our neighbors during neighborhood clean ups, Coffee with a Cop, and many other community events.



321

4th Annual Unity Walk & Community BBQ

Item 28.



The Sheboygan Police Department was proud to be a part of the 3rd annual "Unity Walk" in partnership with Black-American Community Outreach and the City of Sheboygan - City Hall. Thanks to everyone who showed up and made it a great event!



322

2023 Cops and Bobbers

Item 28.



Sharing the fun of fishing turns strangers into friends in just a few hours!

We sure made lots of friends this year at our annual Cops and Bobbers fishing trip. 32 children and their parents joined us in July for a great morning of fishing. We are so grateful to our awesome community partners that make this event possible each year. We could not do it without you!



323

2023 Cop on a Rooftop

Item 28.



Representatives from the Sheboygan Police Department, the Wisconsin State Patrol, the Sheboygan County Sheriff's Office and other local law enforcement agencies helped raise money for Special Olympics of WI at the 11th Annual Dunkin' Cop on a Rooftop event.

COP ON A ROOFTOP

324

Supporting the Schools

Item 28.



Beat Copy Alicia Kegler was joined by a special helper at the Wilson School Fall Fest.

Officer Dekker McCabe joined the Boys and Girls Clubs of Sheboygan County for their Field Day Longfellow Elementary. The dunk tank was a popular activity!



325

SPD, Hmong Mutual Assistance Association of Sheboygan and Safe Harbor - Circle Conversation on Domestic Abuse and Sex Assault

Item 28.



The Sheboygan Police Department partnered with the Hmong Mutual Assistance Association of Sheboygan and Safe Harbor in hosting a circle conversation to discuss domestic abuse and sexual assault within the Hmong community. Officer Kim Yang lead this important discussion and the event was inspiring and encouraging for all who participated.

2023 Shop with a Cop

Item 28.



Members of the Sheboygan Police Department volunteered their time to participate in the 26th annual Shop with a Cop program. Officers Heimerl (and his K9 partner Grimm), Yang, Hang, and Meyer, Detectives Kehoe and Danen, along with Lt. Blodgett and Chief Domagalski shared a meal and helped children shop for gifts

327

7th Annual Operation Blue Santa

Item 28.



The SPD hosted the 7th Annual Operation Blue Santa. With the help of other City Departments and our sponsors, we were able to assist 6 families and 24 children! They played games, colored, and read stories with officers and volunteers. Woodlake Market provided a wonderful dinner and Blue Santa distributed gifts for all the kids. The night finished off with a trolley ride through Rotary Making Spirits Bright!

328

Celebrating Success

**The 2023 Sheboygan Police
Benevolent Association
Service Awards**

Item 28.



329

2023 Sheboygan Police Benevolent Association Service Awards



The Service Awards recipients were nominated by fellow officers, supervisors and civilian co-workers. They represent those who strive to go above and beyond what is expected of them by their peers and the public. These men and women...our co-workers, friends and family members...did not ask to be put in heroic situations, but rather found themselves in circumstances that allowed them to demonstrate the qualities of a hero.

Item 28.



Police Officer of the Year:

Presented to an officer for exemplary service to the community, which involves performance and achievement above and beyond that which is required by an officer's basic assignment.



Detective Brandon Kehoe

Civilian Employee of the Year:

Presented to a non-sworn employee for exemplary service to the community, performance and achievement above and beyond that which is required by the employee's basic assignment.



Record Specialist
Beth Gruenke

330

2023 Sheboygan Police Benevolent Association Service Awards

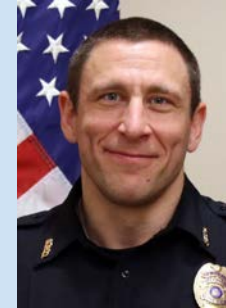


Meritorious Service Award:

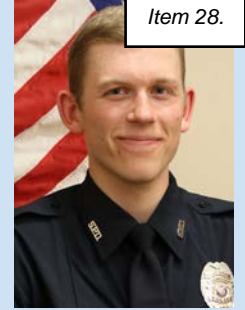
Presented to an officer for exceptional performance of outstanding service on behalf of the department, while carrying out an act of great responsibility, or of critical importance to law enforcement.



Officer Kim Yang



Sergeant Mike Thielke



Officer Jordan Stoelb

Item 28.



Officer Isaiah Trussell

Community Engagement Award:

Presented to an officer who demonstrates outstanding performance in community outreach and engagement, and recognizes initiatives that show potential for long-term impact on the community and its relationship with the Sheboygan Police Department.

Citizen's Distinguished Service Award:

Presented to individuals, who are not members of the police department, who through courageous acts of bravery and/or personal risk have assisted in apprehending a criminal, aiding an officer during a critical incident, or who demonstrated exceptional cooperation with the department in the accomplishment of its mission.

Not pictured:

Dawn Mervyn

331

Thank you

For your support in 2023

Miesfeld's
Tietz's Piggly Wiggly
Art's BBQ
Festival Foods
Black American Community Outreach
McDonald's
Friends of Peace Park
Modern Woodmen of America
Meijer

Lost Sheep Yarn Shop
Woodlake Market
Stephanie Myla Photography
Shoreline Metro
Chris's Bait and Tackle
Jimmy John's
Local UAW 833
Rooster Gobblers
O'Callaghan's
The Wharf

Sheboygan Fire Department
Hmong Mutual Assistance Association
Sheboygan County Veterans Services
City of Sheboygan Department of Public Works
Sheboygan Neighborhood Associations
Sheboygan County Health & Human Services
Sheboygan Countywide Crime Stoppers
Sheboygan County Sheriff's Department
Sheboygan Police Benevolent Association

Thank you

For your support of the SPD K9 Fund

Dowsky's Raw Dawg

Sheboygan Animal Hospital

Healthy Paws

Lenny Johnson

Dennis and Kay Runge

Sheboygan Neighborhood Pride

Brett's Towing and Auto Repair

Pamela Oehldrich

Ballhorn Chapels and Crematory

Sheboygan Animal Hospital



David Bongel

Michael Burch

Noreen Maass

Theodore Bergstrom

Colin Sweet Memorial Fund

Vincent and Kathleen Shircel

UAW Local 833

Sargento Foods

Merry Heimerl

Healthy Paws Veterinary Clinic



SPD 2023 ANNUAL REPORT

The Sheboygan Police Department's 2023 Annual Report was produced by Cassandra Wohlgenuth and Cal Stoffel.

Special thanks to all those who submitted information to make this report possible and to Detective Paul Olsen for many of the beautiful photos.

Sheboygan Police Department
1315 N. 23rd Street, Suite 101
Sheboygan, WI 53081
sheboyganpolice.com



@Sheboygan_PD



The SPD utilizes the following social media venues to disseminate information to the public; Nixle, X, Nextdoor, Facebook and YouTube. Nixle is a community information system that is available via email, your cell phone via text message, and over the web via X and Facebook.

File Attachments for Item:

29. R. O. No. 130-23-24 by City Clerk submitting a communication from the Sheboygan Event Company asking for the waiving of park and equipment rental fees for the Coho Derby. REFER TO PUBLIC WORKS COMMITTEE

**CITY OF SHEBOYGAN
R. O. 130-23-24**

BY CITY CLERK.

APRIL 3, 2024.

Submitting a communication from the Sheboygan Event Company asking for the waiving of park and equipment rental fees for the Coho Derby.

The Sheboygan Event Co



The Sheboygan Event Company
434 Park Ave
Sheboygan, WI 53081

3/12/2024

Director of Public Works David Biebel
Municipal Service Building
2026 New Jersey Avenue
Sheboygan, WI 53081

Dear Mr. Biebel,

The Sheboygan Event Company is excited to announce the return of the annual Coho Derby to the City of Sheboygan and is hoping for your partnership. Our team of resolute dads saw a need and thought, "if not us, then who?" We started planning and are determined to make meaningful change happen in our community.

With a combined 50 years in leadership positions for various volunteer organizations, we have fostered relationships with the community, helped raise and distribute \$222,315 to charities in Sheboygan County, as well as offering scholarships at the four local high schools. For us, this was not enough. As you know, the needs of our community continue to rise. It became clear that if we wanted to make a more significant, positive impact, our vision needed to grow too.

This event gives us the platform we crave, to give back on a larger scale. Proceeds of this event will go directly back to organizations such as Special Olympics, Reins, The Warming Shelter, The Sheboygan County Children & Family Resource Unit, and Youth conservation programs. Our hope is to see continued growth with this event which will allow expansion of our partner charities to the other well-deserving groups in Sheboygan County in the future.

With this being our first year, we are starting off with a zero-dollar balance in our checking account. We are heavily reliant on donations from local businesses and community support through volunteering. The added cost of the park rental will create added financial hardship that will not only have an impact on the success of our first event, but also potentially our ability to plan future events. We are asking that the City of Sheboygan kindly consider waiving the park and equipment rental fees for this year to help us make this event a successful one. Thank you for your consideration; please let me know if you have any questions.

Best Regards,

Joel Kiefer
President The Sheboygan Event Company
434 Park Ave Sheboygan, WI 53081

55th Annual Coho Derby

Brought to you by:

The Sheboygan Event Company

TheSheboyganEventCompany@gmail.com

September 21, 2023

Dear Friends,

The Sheboygan Event Company is excited to announce the return of the annual Coho Derby to the City of Sheboygan! Celebrating 55 years, the upcoming event will be held at Deland Park on the weekend of August 2nd, 2024. It is our mission to host a community family friendly event that will provide both entertainment as well as raise funds for those in need. All proceeds will go directly back into our community, supporting organizations such as Special Olympics, Reins, The Warming Shelter, The Sheboygan County Children & Family Resource Unit and Youth conservation programs. To make this event a success, we need your help!

Like us, many of you may have fond memories of attending this event in years past, and it's our goal to rejuvenize the Coho Derby into something for everyone to enjoy with an added focus on children's activities. The event will offer a variation of entertainment for all ages. Visualize bounce houses, face painting, live music, loads of fish on display, food and beverages, and memories to last forever!

Of course, this wouldn't be a true fishing event without big Kings and huge Lakers in the display case! Large banners will proudly present our many great sponsors and leaderboards to display live tournament standings. We look forward to hearing our local fisherman tell stories of the weekend and celebrating their success!

The Sheboygan Event Company strives to strengthen the Coho Derby as an exciting annual family event, but we can't do it without you! With so many Sheboygan County programs in need, support from our community is vital. How can you help? We need monetary donations as well as volunteers. Monetary donations and sponsorships will help offset the cost of tents, bands, food, and beverages. Increased donations directly impact the amount of funds that can be delivered right back into our neighborhoods.

Mark your calendar for the 55th Annual Coho Derby on Saturday, August 3rd - Sunday August 4th, 2024!

Thank you in advance for your support!

Cheers,

Joel Kiefer II 920.254.8557

Daniel Pittner 920.918.9217

Joel Kiefer

Dan Pittner

Donations can be sent to:

The Sheboygan Event Company~ Federal ID # 93-2998475

PO Box 1274

Sheboygan, Wisconsin 53082

Feel free to contact us directly with any questions.

Tiered Sponsorships

King Salmon \$20,000 and up

Event Signage to include Name for top Sponsor, 20 VIP Tickets 10 VIP Parking Passes

Lake Trout \$15,000 - \$19,999

Band and Beer Signage to include Name for top Sponsors, 10 VIP Tickets

Brown Trout \$10,000 - \$14,999

Family fun area to include names of top sponsors, 5 VIP Tickets

Rainbow Trout \$5,000 - \$9,999

Grill Signage to include Sponsor names. 5 VIP Tickets

Coho Salmon \$1,000 - \$4,999

Recognition in event Flyers Website, 2 VIP tickets

Lamprey \$500 - \$999

Recognition in event Flyers and Website

Sec 40-45 Use Of Park By Permit

- (a) *Requirement for rental use.* The department of public works may grant the use of an entire park or any portion thereof to groups or organizations for the purpose of celebrations, private picnics, or special events upon payment of the amount set forth in subsection (b) of this section. All city park rules and regulations shall govern the use of any city park under this section. Renter understands that any unrented portion of a park shall remain open to the public.
- (b) *Fees.* The special events fee schedule, which shall be on file with the department of public works and city clerk, shall outline the fees applicable for renting a park, enclosed park building, park shelter, equipment, and other related materials or equipment. Applicable taxes shall be added to the fee at time of payment. Fees and taxes shall be paid in full before a reservation is confirmed. The director of public works may, upon written request submitted at least 30 days prior to the desired rental date, waive or reduce the applicable fees for a non-profit entity that is formally recognized by the state or the federal government, which:
- (1) Is holding an event open to the general public without an admission fee;
 - (2) Is not using the park rental as a fundraiser;
 - (3) Has provided good cause as to the financial hardship that would be caused by requiring the payment of the applicable full park rental fee; and
 - (4) Has established why the event benefits the city and its citizens such that the park rental fee, which is set in a manner to reflect the costs incurred by the city as a result of the rental, should not be charged for the park rental; so long as the event does not significantly impact city departments, services, operations, or activities.

A non-profit entity whose park rental fee waiver request is denied by the director of public works may, within seven calendar days of the date of the denial, submit a written request to appeal the director's decision to the public works committee, which shall consider the appeal as soon as is practicable. Any waiver of fees under this subsection shall not constitute waiver of any other fee related to the event.

- (c) *City-sponsored events.* Events planned, coordinated, and executed primarily by the city shall not be subject to the fees set forth in this section.

(Code 1975, § 27-33; Code 1997, § 74-42)

HISTORY

Amended by Ord. [18-19-20](#) § 1 on 9/16/2019

Amended by Ord. [31-20-21](#) § 1 on 1/18/2021

Adopted by Ord. [3-23-24 RECODIFICATION](#) on 6/5/2023

Amended by Ord. [14-23-24](#) § 3 on 8/7/2023

File Attachments for Item:

30. R. O. No. 132-23-24 by City Clerk submitting various license applications. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE

**CITY OF SHEBOYGAN
R. O. 132-23-24**

BY CITY CLERK.

APRIL 3, 2024.

Submitting various license applications.

CHANGE OF PREMISE

<u>No.</u>	<u>Name</u>	<u>Address</u>
3487	My Place Bar and Grill	1515 New Jersey Avenue – One day event 5/4/24 to include current premise and block of New Jersey Avenue, spanning from west to east between 15 th , 16 th Street, from the South sidewalk to North sidewalk.
3186	Suscha’s Bar	1054 Pennsylvania Avenue – One day event 5/4/24 to include current premise and the entire parking lot area north and east of the building.
3186	Suscha’s Bar	1054 Pennsylvania Avenue – One day event 6/1/24 to include current premise and the entire parking lot area north and east of the building.
3445	J & J’s Hotspot	1823 N. 12 th Street – One day event 4/20/2024 to include current premise and the entire parking lot on the southside of the building.

File Attachments for Item:

31. Res. No. 201-23-24 by Alderpersons Dekker and Rust authorizing executing a one-year lease with David L. Gartman, LLC for agricultural property in the City of Sheboygan. SUSPEND THE RULES AND ADOPT THE RESOLUTION

**CITY OF SHEBOYGAN
RESOLUTION 201-23-24**

BY ALDERPERSONS DEKKER AND RUST.

APRIL 3, 2024.

A RESOLUTION authorizing executing a one-year lease with David L. Gartman, LLC for agricultural property in the City of Sheboygan.

WHEREAS, rule suspension is requested so as to allow Mr. Gartman to enter into the lease and beginning farming the land now that it is known which portions of the land he leased last year are no longer available for farming due to anticipated development of the property.

NOW, THEREFORE, BE IT RESOLVED: That the Mayor and City Clerk are hereby authorized and directed to execute the attached lease with David L. Gartman, LLC for the 2024 agricultural use of approximately 150 acres of land owned by the City of Sheboygan.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

_____.

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of
Sheboygan

Meredith DeBruin, City Clerk, City of
Sheboygan

LEASE AGREEMENT

THIS AGREEMENT, made this _____ day of April, 2024, by and between the City of Sheboygan, Wisconsin, a municipal corporation of the State of Wisconsin, hereinafter referred to as "**LESSOR**," and David L. Gartman, LLC, 5509 Moenning Road, Sheboygan, WI 53081, hereinafter referred to as "**LESSEE**."

IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE LESSOR AND THE LESSEE:

1. That the **LESSOR** does hereby lease and let unto the **LESSEE** approximately 150 acres of tillable land located within certain agricultural property described as follows:

Parcel No. 59281-470988.
 Parcel No. 59281-470989.
 That portion of Parcel No. 59281-471044 lying south of the creek/tree line that runs generally east to west through the parcel.
 That portion of Parcel No. 59281-471043 lying south of the creek/tree line that runs generally east to west through the parcel.
 Parcel Nos. 59281-471045 and 59030-454913.
 Parcel No. 59281-471047.
 Parcel No. 59281-471048.
 Parcel No. 59281-471046.
 Parcel No. 59281-471049.

All parcels are located in Section 10, Township 14 North, Range 23 East, City of Sheboygan and Town of Wilson, Sheboygan County, Wisconsin. The 150 acres of tillable land does not include the non-farmable areas that include yards and buildings which are the subject of a separate Residential Rental Agreement.

2. That the term of this lease shall be for the period from April 1, 2024 through March 31, 2025.

3. That the rental rate for the parcels being leased by **LESSEE** of land for the period from April 1, 2024 through March 31, 2025, shall be at the rate of one-hundred fifteen (\$115.00) dollars per acre, for a total of Seventeen Thousand Two Hundred Fifty and 00/100 Dollars (\$17,250.00), which shall be due and payable at the City of Sheboygan Finance Department located at 828 Center Avenue, Sheboygan, Wisconsin, on the 16th day of April, 2024.

4. That the **LESSEE** shall use the land only for agricultural purposes

and that no other type of use is permitted thereon.

5. That the **LESSEE** agrees that the **LESSOR** may, at reasonable and proper times, and upon reasonable notice, enter upon the leased property whenever it is deemed to be in the public interest.

6. That the **LESSEE** shall save, protect and conserve the land to the best of his ability and commit no waste thereon.

7. The **LESSEE** hereby agrees that he will not assign, sublease, or otherwise grant or permit any other person to use the land for any purpose whatsoever.

8. The **LESSEE** agrees to make no improvements of any kind whatsoever in or on the land.

9. The **LESSEE** hereby agrees that he will not encumber the land or crops growing thereon.

10. **LESSEE** shall not erect, install, operate or allow same, in or upon the land, any signs or other similar advertising devices without first having obtained the **LESSOR'S** written consent therefor.

11. **LESSOR** may construct, install and operate one (1) sign on said premises identifying said property.

12. The parties acknowledge that the property is being actively marketed for sale by **LESSOR**. **LESSOR** may remove from the total acreage leased any part thereof upon at least seven (7) months written notice to **LESSEE**, and **LESSOR** shall not pay any damages for such taking of property from the **LESSEE**.

13. **LESSOR** shall be responsible for any and all taxes upon said land.

14. **LESSEE** shall save **LESSOR** harmless from any loss, cost or damage that may arise out of or in connection with this lease or the use of said premises by **LESSEE**, his agents, employees or any other person using said premises.

15. In the event the **LESSEE** shall become bankrupt or insolvent, or should a trustee or receiver be appointed to administer the **LESSEE'S** business, neither this lease nor any interest herein shall become an asset of such trustee or receiver, and, in the event of the appointment of any such trustee or receiver, this lease shall immediately terminate and end.

16. Waiver by the **LESSOR** of any default in performance by the **LESSEE** of any of the terms, covenants, or conditions contained herein, shall not be deemed a continuing waiver of the same or any subsequent default herein.

17. **LESSEE** shall have no right or interest in the renewal of this lease agreement.

Dated this ____ day of April, 2024.

DAVID L. GARTMAN, LLC (LESSEE)

BY: _____
David L. Gartman, Member

Dated this ____ day of April, 2024.

CITY OF SHEBOYGAN (LESSOR)

BY: _____
Ryan Sorenson
Mayor

ATTEST: _____
Meredith DeBruin
City Clerk

This document is authorized by and in accordance with Res. No. _____-23-24.

LEASE AGREEMENT

THIS AGREEMENT, made this 10th day of April, 2024, by and between the City of Sheboygan, Wisconsin, a municipal corporation of the State of Wisconsin, hereinafter referred to as "**LESSOR**," and David L. Gartman, LLC, 5509 Moenning Road, Sheboygan, WI 53081, hereinafter referred to as "**LESSEE**."

IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE LESSOR AND THE LESSEE:

1. That the **LESSOR** does hereby lease and let unto the **LESSEE** approximately 150 acres of tillable land located within certain agricultural property described as follows:

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 Parcel Nos. 59281-471045 and 59030-454913.
 Parcel No. 59281-471047.
 Parcel No. 59281-471048.
 Parcel No. 59281-471046.
 Parcel No. 59281-471049.

All parcels are located in Section 10, Township 14 North, Range 23 East, City of Sheboygan and Town of Wilson, Sheboygan County, Wisconsin. The 150 acres of tillable land does not include the non-farmable areas that include yards and buildings which are the subject of a separate Residential Rental Agreement.

2. That the term of this lease shall be for the period from April 1, 2024 through March 31, 2025.

3. That the rental rate for the parcels being leased by **LESSEE** of land for the period from April 1, 2024 through March 31, 2025, shall be at the rate of one-hundred fifteen (\$115.00) dollars per acre, for a total of Seventeen Thousand Two Hundred Fifty and 00/100 Dollars (\$17,250.00), which shall be due and payable at the City of Sheboygan Finance Department located at 828 Center Avenue, Sheboygan, Wisconsin, on the 16th day of April, 2024.

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and that no other type of use is permitted thereon.

5. That the **LESSEE** agrees that the **LESSOR** may, at reasonable and proper times, and upon reasonable notice, enter upon the leased property whenever it is deemed to be in the public interest.

6. That the **LESSEE** shall save, protect and conserve the land to the best of his ability and commit no waste thereon.

7. The **LESSEE** hereby agrees that he will not assign, sublease, or otherwise grant or permit any other person to use the land for any purpose whatsoever.

8. The **LESSEE** agrees to make no improvements of any kind whatsoever in or on the land.

9. The **LESSEE** hereby agrees that he will not encumber the land or crops growing thereon.

10. **LESSEE** shall not erect, install, operate or allow same, in or upon the land, any signs or other similar advertising devices without first having obtained the **LESSOR'S** written consent therefor.

11. **LESSOR** may construct, install and operate one (1) sign on said premises identifying said property.

12. The parties acknowledge that the property is being actively marketed for sale by **LESSOR**. **LESSOR** may remove from the total acreage leased any part thereof upon at least seven (7) months written notice to **LESSEE**, and **LESSOR** shall not pay any damages for such taking of property from the **LESSEE**.

13. **LESSOR** shall be responsible for any and all taxes upon said land.

14. **LESSEE** shall save **LESSOR** harmless from any loss, cost or damage that may arise out of or in connection with this lease or the use of said premises by **LESSEE**, his agents, employees or any other person using said premises.

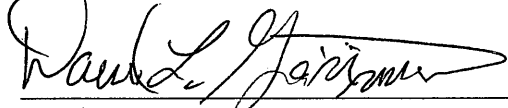
15. In the event the **LESSEE** shall become bankrupt or insolvent, or should a trustee or receiver be appointed to administer the **LESSEE'S** business, neither this lease nor any interest herein shall become an asset of such trustee or receiver, and, in the event of the appointment of any such trustee or receiver, this lease shall immediately terminate and end.

16. Waiver by the **LESSOR** of any default in performance by the **LESSEE** of any of the terms, covenants, or conditions contained herein, shall not be deemed a continuing waiver of the same or any subsequent default herein.

17. **LESSEE** shall have no right or interest in the renewal of this lease agreement.


Dated this 10 day of April, 2024.

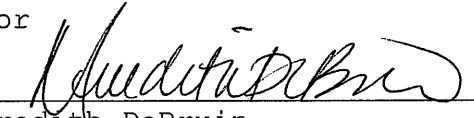
DAVID L. GARTMAN, LLC (LESSEE)

BY: 
David L. Gartman, Member

Dated this 10 day of April, 2024.

CITY OF SHEBOYGAN (LESSOR)

BY: 
Ryan Sorenson
Mayor

ATTEST: 
Meredith DeBruin
City Clerk

This document is authorized by and in accordance with Res. No. 201-23-24.

File Attachments for Item:

32. Res. No. 199-23-24 by Alderpersons Dekker and Rust authorizing a professional services agreement between the City of Sheboygan and Kapur & Associates, Inc. for services related to the Tax Incremental District 21 (TID 21) Commerce Street reconstruction project and an amendment in the 2024 TID 21 budget to cover the associated cost. REFER TO PUBLIC WORKS COMMITTEE

**CITY OF SHEBOYGAN
RESOLUTION 199-23-24**

BY ALDERPERSONS DEKKER AND RUST.

APRIL 3, 2024.

A RESOLUTION authorizing a professional services agreement between the City of Sheboygan and Kapur & Associates, Inc. for services related to the Tax Incremental District 21 (TID 21) Commerce Street reconstruction project and an amendment in the 2024 TID 21 budget to cover the associated cost.

WHEREAS, the City has entered into a contract with Kapur & Associates, Inc. (Kapur) for engineering services due to the retirement of the City Engineer and Director of Public Works; and

WHEREAS, the TID 21 Commerce Street reconstruction project is beyond the scope of the original agreement requiring additional approval by Common Council; and

WHEREAS, city staff does not have the capacity to fulfill the requirements on the accelerated project timeline needed to keep the development project on the former Mayline site moving forward; and

WHEREAS, Kapur is able to provide the additional support needed for the design and other associated tasks to complete the Commerce Street reconstruction by the deadline agreed to in relation with the development agreement.

NOW, THEREFORE, BE IT RESOLVED: That the City Administrator is authorized to enter into a professional services agreement with Kapur & Associates, Inc. for tasks related to the Commerce Street reconstruction.

BE IT FURTHER RESOLVED: That the Finance Director is hereby authorized to amend the 2024 budget via the following transfer:

INCREASE:

TID 21 Fund – TID 21 – Contracted Services
(Acct. No. 421660-531100)

\$159,710

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

PROFESSIONAL SERVICES AGREEMENT
2024 Commerce Street Reconstruction
City of Sheboygan

This Agreement is between City of Sheboygan (OWNER) and Kapur & Associates, Inc. (ENGINEER) for professional engineering services for the following purpose:

Provide design engineering services and bidding documents for the referenced project.

Section A. Description of Work

ENGINEER will provide all survey and engineering design services for the scope as listed below.

Section B. Scope of Services

DESIGN ENGINEERING SERVICES

- Topographic survey for project limits.
- New water main relay, including water services to curb box, valves, and hydrants.
- New sanitary sewer main and laterals to terrace.
- New storm sewer main and appurtenances for the length of the project.
- Full reconstruct of pavement, sidewalk, curb & gutter, drive approaches, boardwalk.
- DNR permits.
- Public Information Meetings and regular progress meetings with City staff.
- Engineering cost estimates.
- Preparation of plans, specifications, and bidding documents.
- Assistance in bidding and award of construction contract.

Section C. Schedule

ENGINEER shall perform the Scope of Services with a target bid in June 2024, with award of the project in July 2024.

Section D. Compensation

In return for the performance of the foregoing obligations, OWNER shall compensate ENGINEER on a time-and-material basis estimated at \$159,710.

IN WITNESS WHEREOF, the OWNER and ENGINEER have executed this Agreement.

OWNER: City of Sheboygan

ENGINEER: Kapur & Associates, Inc.

By: _____

By: _____

Title: City Administrator

Title: Principal | Site Development Manager

Date: _____

Date: March 26, 2024



Digitally signed by
Thomas R. Perez
Date: 2024.03.26
09:00:31 -05'00'



Commerce Street Reconstruction

CIVIL ENGINEERING COSTS TABLE

Task Description	Project Manager	Project Engineer III	Staff Engineer II	Engineering Tech II	Landscape Architect	Electrical Engineer	Project Surveyor	Survey Tech II	Survey Crew	Total Cost
	\$185.00	\$165.00	\$125.00	\$110.00	\$135.00	\$135.00	\$160.00	\$110.00	\$150.00	
	hours	hours	hours	hours	hours	hours	hours	hours	hours	
Task 1A - Administration & Coordination & Data Gathering										
Contract Administration	12									\$2,220.00
Conduct Site Visit - Take Pictures/Log Data		6			6					\$1,800.00
Owner/Team Meetings with Agencies Having Jurisdiction	16	16								\$5,600.00
Meeting - Common Council	6	6								\$2,100.00
Meeting - Plan Commission	6	6								\$2,100.00
Meeting - Coordination with Bay Lake Planning Commission		4								\$660.00
Meeting - Coordination with County Bike Trail		4								\$660.00
Subtotal Task 1A										\$15,140.00
Task 2A - Street Vacations and Release Easements										
Street Vacation							24	8	0	\$4,720.00
Easement Releases (Assumed 10)							50	25	0	\$10,750.00
Subtotal Task 2A										\$15,470.00
Task 2B - Survey - CSM (Dedicate New Commerce Street and Boardwalk and Create Developer Lot)										
C.S.M. (Dedicate "new" N. Commerce Street, boardwalk, develop private lot/lots)							40	20	0	\$8,600.00
Monumentation							2	0	8	\$1,520.00
Utility As-Built Survey & Mapping							0	0	0	\$0.00
Quality Control Review							2	0	0	\$320.00
Subtotal Task 2B										\$10,440.00
Task 2C - Survey - New Utility Easements Exhibits										
New sanitary sewer/storm sewer easement exhibits (Assumed 3)							15	0	0	\$2,400.00
Quality Control Review							3	0	0	\$480.00
Subtotal Task 2C										\$2,880.00
Task 3A - Design - Roadway and Boardwalk										
Plan Preparation - Title Sheet & General Notes				8						\$880.00
Plan Preparation - Typical Sections and Roadway Construction Details			8	8	8					\$2,960.00
Plan Preparation - Alignments			4	8						\$1,380.00
Plan Preparation - Profiles			16	8						\$2,880.00
Plan Preparation - Storm Sewer / Hydraulic Design		4	32	8						\$5,540.00
Plan Preparation - Cross Sections		4	24	8						\$4,540.00
Plan Preparation - Traffic Control & Construction Phasing		4	16	8						\$3,540.00
Preparation of Construction Quantities and Cost Estimate	2	4	16	8						\$3,910.00
Project Specifications/Special Provisions	4	4	4	8	8					\$3,860.00
Bidding Document Preparation	4	4		8	60					\$10,380.00
Quality Control Reviews (At 60%, 90% and Final Design)	2	8	8	8						\$3,570.00
Subtotal Task 3A										\$43,440.00
Task 3B - Design - Utilities										
Field Inspection of Sanitary Structures			8	8						\$1,880.00
CCTV Review		2	8							\$1,330.00
Plan Preparation - Construction Details			8	16						\$2,760.00
Plan Preparation - Plan/Profiles and Water and Sanitary Sewer		4	24	40						\$8,060.00
Plan Preparation - Street Lighting		4	4	16		60				\$11,020.00
Utility Relocate Coordination			16							\$2,000.00
Preparation of Construction Quantities and Cost Estimate	2	4	16	8						\$3,910.00
Project Specifications/Special Provisions	4	4	4							\$1,900.00
Bidding Document Preparation	4	4								\$1,400.00
Quality Control Reviews (At 60%, 90% and Final Design)	2	8	8	16						\$4,450.00
Subtotal Task 3B										\$38,710.00
Task 4A - Floodplain / Permitting										
Gather existing floodplain data/regulatory hydraulic model and map site (assume available)		4	10							\$1,910.00
Create Corrected Effective and Pre-Project Hydraulic Models			16							\$2,000.00
Create Proposed Conditions Model		8	8							\$2,320.00
Floodplain Analysis Report		8	8							\$2,320.00
LOMR submittal and coordination		8	24							\$4,320.00
Public Boat Ramp / Landing Permit (assume no dredging req'd)			16							\$2,000.00
Pier / Warf Individual Permit (> 6-ft wide platform and assume no dredging req'd)			24							\$3,000.00
Streambank erosion control Individual Permit (for > 10,000 SF)			24							\$3,000.00
Subtotal Task 4A										\$20,870.00
Task 4B - Permitting - Roadway & Utilities										
NOI		8	16	4						\$3,760.00
WDNR Water Main Permit		8	16	4						\$3,000.00
WDNR Sanitary Sewer Permit		8	16	4						\$3,000.00
Subtotal Task 4B										\$9,760.00
Total Cost for Tasks 1A thru 4B										\$156,710.00
Mileage, Printing, Plotting, Delivery, Mailing Reimbursable Expenses										\$3,000.00
Total Cost										\$159,710.00

File Attachments for Item:

33. Res. No. 198-23-24 by Alderpersons Mitchell and Filicky-Peneski authorizing the continuation of the self-insured worker's compensation program. REFER TO FINANCE AND PERSONNEL COMMITTEE

**CITY OF SHEBOYGAN
RESOLUTION 198-23-24**

BY ALDERPERSONS MITCHELL AND FILICKY-PENESKI.

APRIL 3, 2024.

A RESOLUTION authorizing the continuation of the self-insured worker’s compensation program.

WHEREAS, the City of Sheboygan is a qualified political subdivision of the State of Wisconsin; and

WHEREAS, the Wisconsin Worker’s Compensation Act (Act) provides that employers covered by the Act either insure their liability with worker’s compensation insurance carriers authorized to do business in Wisconsin, or be exempted (self-insured) from insuring liabilities with a carrier and thereby assume the responsibility for its own worker’s compensation risk and payment; and

WHEREAS, the State and its political subdivisions may self-insure worker’s compensation with a special order from the Department of Workforce Development (Department) if they agree to report faithfully all compensable injuries and agree to comply with the Act and rules of the Department.

NOW, THEREFORE, BE IT RESOLVED: That the City of Sheboygan shall provide for the continuation of a self-insured worker’s compensation program that is currently in effect.

BE IT FURTHER RESOLVED: That the City Clerk is directed to forward certified copies of this resolution to the Worker’s Compensation Division, Wisconsin Department of Workforce Development.

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

File Attachments for Item:

34. Res. No. 200-23-24 by Alderpersons Rust and Felde approving the 2024 Action Plan and funding allocation in connection with the Community Development Block Grant (CDBG) programs. REFER TO FINANCE AND PERSONNEL COMMITTEE

**CITY OF SHEBOYGAN
RESOLUTION 200-23-24**

BY ALDERPERSONS RUST AND FELDE.

APRIL 3, 2024.

A RESOLUTION approving the 2024 Action Plan and funding allocation in connection with the Community Development Block Grant (CDBG) programs.

WHEREAS, the 2020-2024 Consolidated Plan for the City of Sheboygan is a five-year planning document that assesses community development needs that impact low-income persons, and the Year 5 (2024) Action Plan is used for addressing priority needs referenced in this plan; and

WHEREAS, the City is required to approve the 2024 Action Plan, which includes an application under the Community Development Block Grant (CDBG) Program for federal funding, as a prerequisite to the Department of Housing and Urban Development (HUD); and

WHEREAS, the 2020-2024 Consolidated Plan and 2024 Action Plan is the basis upon which HUD approves or disapproves the allocation of formula grant programs; and

WHEREAS, the 2024 Action Plan of the 2020-2024 Consolidated Plan identifies uses and awards amounts of the 2024 CDBG Entitlement funds; and

WHEREAS, prior program income is reallocated in the 2024 Action Plan; and

WHEREAS, program income received during the 2024 Action Plan will be committed to activities that generate such income.

NOW, THEREFORE, BE IT RESOLVED: That the City of Sheboygan Common Council approves the 2024 Action Plan as presented.

BE IT FURTHER RESOLVED: That the Mayor is designated as the authorizing representative of the City of Sheboygan to act in connection with the Consolidated Plan and to provide such additional information as may be required.

BE IT FURTHER RESOLVED: That the Mayor is authorized to execute any documents which are necessary for the implementation of activities funded under the Action Plan and Consolidated Plan.

BE IT FURTHER RESOLVED: That should the anticipated 2024 CDBG Program entitlement funding level be changed by the Federal Government, the resulting increase or decrease will be applied to the City of Sheboygan’s Housing programs.

BE IT FURTHER RESOLVED: That City staff is hereby authorized to take any and all necessary steps to effectuate this 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



2024 ANNUAL ACTION PLAN

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM, US DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD)



Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

The City of Sheboygan anticipates expending nearly \$2.5 million in HUD Community Development Block Grant funds this year to address housing, business assistance, and community needs within the city. These investments are estimated to leverage over \$19.8 million in other resources, resulting in every \$1 spend in CDBG \$9 will be leverage from other public and private sources. The 2024 Program Year represents year five in the City of Sheboygan's Five-Year Consolidated Plan, covering the period of April 1, 2024 to March 31, 2025. The 2024 Action Plan serves as the guiding document to the U.S. Department of Housing and Urban Development as well as citizens within our city to demonstrate our goals for this funding.

2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

In year five of our Consolidated Plan, the city will continue to prioritize and fund the following:

- Creation and rehabilitation of housing through the city to ensure decent, safe and sanitary housing is available within the City.
- Support businesses that create economic opportunity for LMI persons and LMI neighborhoods.
- Assist with community needs including efforts to end homelessness, support for mental health and substance abuse and provide youth assistance services.

3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

The City of Sheboygan housing rehabilitation program continues to serve LMI residents in our community by making necessary repairs to ensure the safety of households. The city has also completed road projects, street lighting to ensure safety in our downtown, repaired the parking lot of the senior center to help prevent trips and falls and helped many non-profit agencies carry out public service projects to support our youth and most vulnerable populations.

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

The city held a public hearing on our 2024 goals on November 13, 2023 to begin the planning process for the action plan. On March 27, 2024, the City noticed in the newspaper the availability of the City's annual action plan for comments. The comment period runs from March 26, 2024 thru April 30, 2024 . The legal ad also notified the public that a public hearing would take place on April 11, 2024. A 15 day notice was given for the public hearing. It also informed the public that they could comment on the plan. The public was given 35 days to comment on the Action Plan.

5. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

6. Summary of comments or views not accepted and the reasons for not accepting them

7. Summary

PR-05 Lead & Responsible Agencies – 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
CDBG Administrator	SHEBOYGAN	Department of City Development

Table 1 – Responsible Agencies

Narrative (optional)

The City of Sheboygan was the lead agency that prepared this Action Plan.

Consolidated Plan Public Contact Information

For questions or comments about the Annual Action Plan, please contact Diane McGinnis Casey, Director of Planning and Development, diane.mcginniscasey@sheboyganwi.gov or 920-459-3383.

AP-10 Consultation – 91.100, 91.200(b), 91.215(I)

1. Introduction

On March 27, 2024 the City noticed in the newspaper the availability of City's annual action plan for comment. The comment period runs from March 26, 2024 thru April 30, 2024. The legal add also notified the public hearing would take place on April 11, 2024. A 15-day notice was given for the public hearing. It also informed the public that they could comment on the plan. The public was given 35 days to comment on the Action Plan.

In developing its most recent Five-Year Consolidated Plan, the City of Sheboygan consulted a number of stakeholders. The process allowed staff to gain valuable insight on current trends affecting the low- to moderate-income population, to assess the needs of the organizations operating in that space, and to better coordinate services. Surveys, focus groups and targeted conversations with other City departments, nonprofits, housing providers, businesses, and additional government agencies provided vital information which was incorporated in the City's 2020-2024 Plan.

The priority needs and goals found in the 2024 Annual Action Plan are aligned with the City's current Consolidated Plan. Ongoing communication with stakeholders and participation in various activities have allowed the City to determine which needs to address with this year's CDBG allocation.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(I))

The City of Sheboygan enhances coordination between public and private service providers and agencies through involvement with several organizations and initiatives addressing housing, health, mental health, and other community needs.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

Service and funding coordination is crucial to the City of Sheboygan's efforts to address the range of needs affecting the homeless population as a whole and the specific challenges encountered by the segments listed. The City's efforts include:

CoC Participation: The City actively participates in the local Lakeshore CoC, which serves as the collaborative body responsible for planning and delivering homeless services in the community. Participation allows the City to contribute to the group's decision-making, the allocation of resources, and its overall coordination efforts.

Service Provider Collaboration: The City collaborates with a number of service providers, including nonprofits and faith-based organizations to ensure delivery of services to homeless individuals and families.

Data Sharing and Analysis: The City collaborates with the CoC and service providers to collect and analyze data on homelessness. By identifying trends and measuring outcomes, the City and its partners are able to make better informed decisions resulting in improved strategies and more effective interventions.

Targeted Programs and Partnerships: The City continues to actively work with affordable housing developers to provide options for seniors, families, veterans, families with children and persons at risk. These efforts increase the availability of rental units obtainable by low- to moderate-income tenants and offer additional permanent housing options for homeless individuals and families.

Public Awareness and Education: Together with the CoC, the City works to raise public awareness about homelessness in order to dispel misconceptions and promote understanding and empathy.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

N/A The City does not receive ESG funds.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities

Table 2 – Agencies, groups, organizations who participated

1	Agency/Group/Organization	LAKESHORE CAP INC.
	Agency/Group/Organization Type	Housing Services - Housing Services-homeless
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Strategy Non-Homeless Special Needs Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Housing-focused agency, Continuum of Care coordinating agency, and CDBG subrecipient.
2	Agency/Group/Organization	Partners for Community Development
	Agency/Group/Organization Type	Housing Services - Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Strategy Anti-poverty Strategy Lead-based Paint Strategy

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Local affordable housing developer and management agency and CDBG subrecipient. City staff consults with Partners on an ongoing basis regarding affordable housing and issues facing would-be homebuyers.
3	Agency/Group/Organization	SALVATION ARMY
	Agency/Group/Organization Type	Services - Housing Services-Children Services-homeless Services-Employment
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Salvation Army is the only year-round emergency shelter for men, women and families and a CDBG subrecipient.
4	Agency/Group/Organization	Habitat for Humanity-Lakeside
	Agency/Group/Organization Type	Housing Services - Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	CDBG subrecipient providing opportunities for LMI households to own their own home.

5	Agency/Group/Organization	The Abode
	Agency/Group/Organization Type	Housing Services - Housing Services-Victims of Domestic Violence Services-homeless Services - Victims
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	CDBG subrecipient that is addressing mental health and substance abuse.
6	Agency/Group/Organization	HOUSING AUTHORITY OF THE CITY OF SHEBOYGAN
	Agency/Group/Organization Type	Housing PHA Services - Housing
	What section of the Plan was addressed by Consultation?	Public Housing Needs Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Work with Lakeshore CAP addressing households pay for the security deposit and homelessness prevention in public housing.

Identify any Agency Types not consulted and provide rationale for not consulting

None

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	lakeshore	See the coordination with the local CoC above.

Table 3 – Other local / regional / federal planning efforts

Narrative (optional)

AP-12 Participation – 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation
Summarize citizen participation process and how it impacted goal-setting

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)

Table 4 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

The city anticipates a balance in revolving loans for business assistance and housing rehabilitation and carry over funds. The city rebid two public facility projects in Kiwanis park in late 2023 for the pickleball courts and the trail extension that will be completed in summer of 2024.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	865,297	645,396	775,733	2,286,426	1,641,030	The City of Sheboygan shall set aside no more than 20% of it receipted program income funds for administration and planning and no more than 15% for public service activities. The remaining will be receipted to the respective revolving loan program.

Table 5 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how

matching requirements will be satisfied

The City of Sheboygan anticipates leveraging CDBG funding with approximately \$19.8 million of other local, state, federal, private and donated funds. Other resources into this project will match over \$9 for every \$1 of CDBG investment. The City of Sheboygan is expecting population growth to meet the needs of our existing and future businesses. The city is leveraging extensive TID funding to support this effort in addition to the ARPA funds it has targeted to current housing efforts.

If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

The city has acquired land for additional housing and will continue to look for opportunities to address the housing crisis it is experiencing.

Discussion

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Accessibility improvements to existing homes	2020	2024	Affordable Housing Homeless	BLOCK GRANT TARGET AREA, SHEBOYGAN	Access to Rental Housing	CDBG: \$125,000	Rental units constructed: 44 Household Housing Unit
2	Neighborhood Revitalization and Stabilization	2020	2024	Non-Housing Community Development	BLOCK GRANT TARGET AREA, SHEBOYGAN Downtown Central Commercial Business District	Public Facilities	CDBG: \$108,662	Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit: 872 Households Assisted
3	Economic Development	2020	2024	Non-Housing Community Development	BLOCK GRANT TARGET AREA, SHEBOYGAN	Economic Development	CDBG: \$218,425	Businesses assisted: 18 Businesses Assisted
4	Increased home ownership opportunities	2020	2024	Affordable Housing Homeless	BLOCK GRANT TARGET AREA, SHEBOYGAN	Homeownership	CDBG: \$200,000	Homeowner Housing Added: 8 Household Housing Unit
5	Homelessness	2020	2024	Homeless	BLOCK GRANT TARGET AREA, SHEBOYGAN	Homeownership	CDBG: \$142,280	Overnight/Emergency Shelter/Transitional Housing Beds added: 725 Beds

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
6	Preservation of existing homes	2020	2024	Affordable Housing	BLOCK GRANT TARGET AREA, SHEBOYGAN	Maintain and Improve Owner Occupied Housing	CDBG: \$226,756	Homeowner Housing Rehabilitated: 10 Household Housing Unit
7	Youth Assistance Program	2020	2024	Non-Homeless Special Needs	BLOCK GRANT TARGET AREA, SHEBOYGAN	Public Services	CDBG: \$37,246	Other: 37246 Other
8	Community Facilities	2020	2024	Non-Housing Community Development	Eligible Census Tracts	Public Facilities	CDBG: \$469,235	Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit: 1400 Households Assisted

Table 6 – Goals Summary

Goal Descriptions

1	Goal Name	Accessibility improvements to existing homes
	Goal Description	
2	Goal Name	Neighborhood Revitalization and Stabilization
	Goal Description	
3	Goal Name	Economic Development
	Goal Description	
4	Goal Name	Increased home ownership opportunities
	Goal Description	

5	Goal Name	Homelessness
	Goal Description	
6	Goal Name	Preservation of existing homes
	Goal Description	
7	Goal Name	Youth Assistance Program
	Goal Description	
8	Goal Name	Community Facilities
	Goal Description	

Projects

AP-35 Projects – 91.220(d)

Introduction

The projects listed below will further the goals identified in the Consolidated Plan.

Projects

#	Project Name
1	Increase the number of Affordable Rental Units
2	2024 Administration
3	2024 Historic Preservation
4	Economic Development
5	Micro Enterprise Business assistance including Technical Assistance
6	Home Buyer Down Payment Assistance
7	Section 108 Loan
8	Homelessness Services
9	2024 Housing Rehabilitation
10	Youth Services
11	Transportation Services
12	Park, Recreational Facilities

Table 7 - Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

Funding decisions were based on goals identified in the Consolidated Plan. A lack of resources and a lack of housing inventory are obstacles to addressing underserved needs.

AP-38 Project Summary
Project Summary Information

1	Project Name	Increase the number of Affordable Rental Units
	Target Area	BLOCK GRANT TARGET AREA, SHEBOYGAN
	Goals Supported	Accessibility improvements to existing homes
	Needs Addressed	Access to Rental Housing
	Funding	CDBG: \$125,000
	Description	Partner with Partners for Community Development in supporting the acquisition and soft costs to increase the number of affordable housing units within the city.
	Target Date	2/28/2025
	Estimate the number and type of families that will benefit from the proposed activities	The CDBG funds are being utilized to assist with acquisition and costs for a new construction housing project for LMI households. This is a Low-Income Housing Tax Credit project consisting of 44 new housing units.
	Location Description	Gateway Apartments
	Planned Activities	
2	Project Name	2024 Administration
	Target Area	BLOCK GRANT TARGET AREA, SHEBOYGAN Downtown Central Commercial Business District Eligible Census Tracts
	Goals Supported	Preservation of existing homes Increased home ownership opportunities Accessibility improvements to existing homes Youth Assistance Program Neighborhood Revitalization and Stabilization Economic Development Community Facilities Homelessness
	Needs Addressed	Access to Rental Housing Maintain and Improve Rental Housing Maintain and Improve Owner Occupied Housing Economic Development Public Infrastructure Public Facilities Public Services Homeownership
	Funding	CDBG: \$563,786

	Description	Program Administration
	Target Date	3/31/2025
	Estimate the number and type of families that will benefit from the proposed activities	These funds will support a administration of the CDBG program.
	Location Description	
	Planned Activities	
3	Project Name	2024 Historic Preservation
	Target Area	BLOCK GRANT TARGET AREA, SHEBOYGAN
	Goals Supported	Neighborhood Revitalization and Stabilization
	Needs Addressed	Economic Development
	Funding	CDBG: \$66,170
	Description	Funding will be used for historic preservation of eligible properties.
	Target Date	3/31/2025
	Estimate the number and type of families that will benefit from the proposed activities	Up to two properties will be receive historic preservation assistance.
	Location Description	
	Planned Activities	
4	Project Name	Economic Development
	Target Area	BLOCK GRANT TARGET AREA, SHEBOYGAN
	Goals Supported	Economic Development
	Needs Addressed	Economic Development
	Funding	CDBG: \$158,425
	Description	Low interest loans for business be created or expand that create or retain jobs targeted to LMI households.
	Target Date	3/31/2025
	Estimate the number and type of families that will benefit from the proposed activities	This project will assist LMI households with the creation and/or retention of LMI jobs.

	Location Description	
	Planned Activities	
5	Project Name	Micro Enterprise Business assistance including Technical Assistance
	Target Area	BLOCK GRANT TARGET AREA, SHEBOYGAN
	Goals Supported	Economic Development
	Needs Addressed	Economic Development
	Funding	CDBG: \$60,000
	Description	Target Microenterprise/entrepreneur businesses and provide wrap around technical assistance to help ensure business vitality.
	Target Date	3/31/2025
	Estimate the number and type of families that will benefit from the proposed activities	10 LMI households will be assisted through Micro Enterprise and technical assistance.
	Location Description	
	Planned Activities	
6	Project Name	Home Buyer Down Payment Assistance
	Target Area	BLOCK GRANT TARGET AREA, SHEBOYGAN
	Goals Supported	Increased home ownership opportunities
	Needs Addressed	Homeownership
	Funding	CDBG: \$200,000
	Description	Down payment assistance for new home buyers
	Target Date	3/31/2025
	Estimate the number and type of families that will benefit from the proposed activities	Eight LMI households will receive down payment assistance.
	Location Description	
	Planned Activities	
7	Project Name	Section 108 Loan
	Target Area	BLOCK GRANT TARGET AREA, SHEBOYGAN
	Goals Supported	Community Facilities

	Needs Addressed	Public Facilities
	Funding	CDBG: \$160,000
	Description	Repayment of Section 108 Loan
	Target Date	3/31/2025
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	
8	Project Name	Homelessness Services
	Target Area	Downtown Central Commercial Business District Eligible Census Tracts
	Goals Supported	Homelessness
	Needs Addressed	Public Services
	Funding	CDBG: \$142,280
	Description	Overnight/Emergency Shelter/Transitional Housing
	Target Date	3/31/2025
	Estimate the number and type of families that will benefit from the proposed activities	unsheltered individuals will access homelessness services.
	Location Description	
	Planned Activities	
9	Project Name	2024 Housing Rehabilitation
	Target Area	BLOCK GRANT TARGET AREA, SHEBOYGAN
	Goals Supported	Accessibility improvements to existing homes
	Needs Addressed	Maintain and Improve Owner Occupied Housing
	Funding	CDBG: \$261,792
	Description	Single Family and multifamily housing rehabilitation
	Target Date	3/31/2025

	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	
10	Project Name	Youth Services
	Target Area	BLOCK GRANT TARGET AREA, SHEBOYGAN
	Goals Supported	Youth Assistance Program
	Needs Addressed	Public Services
	Funding	CDBG: \$37,246
	Description	Services directed at LMI households with youth.
	Target Date	3/31/2025
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	
11	Project Name	Transportation Services
	Target Area	Eligible Census Tracts
	Goals Supported	Neighborhood Revitalization and Stabilization
	Needs Addressed	Public Services
	Funding	CDBG: \$42,492
	Description	Shoreline Metro
	Target Date	3/31/2025
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	

12	Project Name	Park, Recreational Facilities
	Target Area	Eligible Census Tracts
	Goals Supported	Community Facilities
	Needs Addressed	Public Facilities
	Funding	CDBG: \$469,235
	Description	
	Target Date	9/30/2024
	Estimate the number and type of families that will benefit from the proposed activities	Serves a LMA low income census track
	Location Description	
	Planned Activities	

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

The City of Sheboygan will focus its efforts on assisting households that are low-to-moderate income. In addition, the city has one eligible census tract that is a low-to-moderate area, Census Tract 114.

Geographic Distribution

Target Area	Percentage of Funds
BLOCK GRANT TARGET AREA, SHEBOYGAN	80
Downtown Central Commercial Business District	10
Eligible Census Tracts	10

Table 8 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

The City's plans for 2023 activities will overwhelmingly benefit the City's low- to moderate-income residents. Funds will be used to address high priority needs across the City and are not necessarily targeted geographically. While the City of Sheboygan does not have any formal Neighborhood Revitalization Strategy Areas, funds are used to promote vibrant and healthy residential areas with affordable housing options and expanded economic opportunities. Most of the programs are operated on a city-wide basis. These programs may include client-based public service activities, as well as facility improvements within low-moderate income areas of the City.

Discussion

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

One Year Goals for the Number of Households to be Supported	
Homeless	725
Non-Homeless	1,200
Special-Needs	20
Total	1,945

Table 9 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	20
The Production of New Units	44
Rehab of Existing Units	8
Acquisition of Existing Units	0
Total	72

Table 10 - One Year Goals for Affordable Housing by Support Type

Discussion

AP-60 Public Housing – 91.220(h)

Introduction

The City of Sheboygan does not directly fund the local housing authority. The housing authority has a new director and the city will work to collaborate with them to further advance housing options for citizens in Sheboygan. The city also works with local landlords to advance efforts to address impediments of fair housing and people experiencing homelessness in our community.

Actions planned during the next year to address the needs to public housing

The City will collaborate with the housing authority. We will work together to continue to identify needs and options to address those needs.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

The City intends to launch a down payment assistance program in PY 2024. Staff will ensure the housing authority is aware of this program in an effort to encourage participation in homeownership.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

N/A

Discussion

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

The City participates in a local collaborative to look for solutions to addressing homelessness led by our local CoC. The City also participates in the Point In Time count.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The City of Sheboygan continues to support partner agencies working to assist unhoused households. Through these partner agencies and our local CoC we work to address the needs within our community. Without more funding to support mental health, substance abuse and wrap around support it will be difficult to make strides in truly long term solutions.

Addressing the emergency shelter and transitional housing needs of homeless persons

The City of Sheboygan utilizes a portion of our CDBG public service funds to support local shelters and transitional housing. The need for all types of housing, but specifically affordable housing is great within our community. The City has allocated over \$5 million of ARPA funding to assist with construction of 175 new units targeted to LMI and senior households.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The City of Sheboygan has allocated funding to Lakeshore CAP to assist in transitional housing from homelessness and emergency shelters to permanent housing.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services,

employment, education, or youth needs.

The City of Sheboygan is funding a new program this year to help households with up to three months of rent that are facing a crisis of losing their home. This agency will also work with these households to access resources and supports to stabilize the household and develop a plan moving forward to help prevent emergency situations in the future.

Discussion

The City works closely with the local CoC and participates in the local housing coalition to identify needs and resources to address these needs.

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

The City of Sheboygan will continue its efforts to support affordable housing opportunities in the region. The city is working diligently to foster neighborhood associations. Through their work, members develop the stability, credibility, and influence necessary to be an effective force in making a stronger neighborhood.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

The City of Sheboygan just signed a contract to update our Comprehensive Plan. This work will be ongoing over the next 12-18 months. Through this process the city will review data and engage in public meetings to better understand what is working and what are barriers. After completing this update, the city will be updating our city zoning ordinances to address concerns identified in the plan. At the same time, the city is utilizing Planned Unit Development to allow greater flexibility, density and use of parcels for development.

Discussion:

The city will be utilizing Planned Unit Development zoning overlays to build out over 2500 housing units in the next 5-8 years.

AP-85 Other Actions – 91.220(k)

Introduction:

Cuts to HUD funding has made it difficult to do larger impactful projects. This is further exacerbated by the timeliness test because we can only have about \$1.2 million in the account. While the pandemic is over, the impact of supply chain has not fully recovered. The difficulty in getting some materials delays projects and ultimately prevents the city from planning CDBG funding into these projects. The city continues to focus on single family rehabilitation as well as many key community needs with our public service funding. The ARPA funding has allowed us to program over \$5 million into housing projects which have leverage Low Income Housing Tax Credits for low income tenants as well as senior housing. The city continues to look for opportunities to leverage all federal and state resources to assist the housing crisis within our community.

Actions planned to address obstacles to meeting underserved needs

The city has and continues to leverage Tax Increment Financing as a primary driver to increase housing. TID resources have assisted the city in key infrastructure projects to support additional housing development. In addition, the city utilizes the TID one-year extension to capture funds specific to affordable housing. This has assisted the city in acquiring 274 acres for a housing expansion on the south side of the city. This project will support 1920 new housing units in the next 5-8 years. The TID affordable housing program has also assisted Low Income Housing Tax Credit projects to help fill the financial gap that often exists with these projects to ensure a viable project that will cash flow.

The city is also partnering with many non-profits and local businesses to address the unhoused population within our city. The two largest challenges with this population are a lack of mental health and sobriety resources and the continues funding that is necessary to offer ongoing wrap around services to help individuals stay housed.

To further support LMI households, the city intends to launch a down payment assistance program with CDBG funds to make homeownership an option for all households. The housing market is very competitive, interest rates are high and supply is low. All these factors make it even more challenging for LMI households to afford to purchase a home.

Actions planned to foster and maintain affordable housing

As noted in previous sections, the city is maximizing ARPA funding as well as Tax Increment Funding to address the lack of housing inventory. The city of Sheboygan is experiencing a rental housing vacancy rate of less than 1%. A healthy rental housing market the vacancy rate would be around 7%. To further demonstrate this, on January 23, 2024 there were 34 actual units available in the market place. In addition, to date we are aware of employers expecting to expand and have a need of over 850-1000

new employees in the next several months.

The local businesses realize the need for quality housing in the marketplace and have partnered to be a part of the solution. Four local businesses invested \$2 million each to create The Forward Fund that will develop approximately 600 single-family homes throughout Sheboygan County over the next five years. Learn more at <https://www.wisbusiness.com/2023/sheboygan-county-economic-development-corporation-scedc-forward-fund-break-ground-on-new-entry-level-homes-in-founders-pointe-subdivision/>

The city will continue to maximize our Tax Increment Financing, state and federal resources including CDBG and private investment into the housing crisis in Sheboygan.

Actions planned to reduce lead-based paint hazards

The city continues to address lead-based paint hazards identified in our housing rehabilitation program. In addition, our local CAP agency receives funding from the State of Wisconsin through their Lead Safe Homes Program to target lead hazards and abatement them throughout our community.

Actions planned to reduce the number of poverty-level families

The city will continue to pursue opportunities to address poverty:

1. Actively encourage commercial and industrial development to increase local employment for residents.
2. Coordinate with the State Employment and Development Department to research the job skills currently found in the community.
3. Support micro-enterprise business opportunities. We will be actively seeking a partner to assist with technical assistance for micro-enterprise entrepreneurs in FY24 to help provide technical skills and one-on-one mentoring.

Actions planned to develop institutional structure

The city will continue to improve communications with other local agencies, non-profits, and for-profit partners in an effort to meet and address community needs. The city will also strengthen its partnerships with both K-12 and post-secondary educational institutions to foster relationships that will address gaps within our community.

Actions planned to enhance coordination between public and private housing and social

service agencies

The City of Sheboygan will continue to improve its efforts to bring together multiple public and private agencies for improved collaboration, to assist with strategy and policy making, and leverage joint resources.

Discussion:

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(I)(1,2,4)

Introduction:

Community Development Block Grant Program (CDBG)

Reference 24 CFR 91.220(I)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	0

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	75.00%

File Attachments for Item:

35. R. C. No. 248-23-24 by Licensing, Hearings, and Public Safety Committee to whom was referred Res. No. 195-23-24 by Alderpersons Rust and Felde authorizing the appropriate City officials to enter into an Agreement for Urban Search and Rescue Emergency Response Services for the period July 1, 2024 through June 30, 2026; recommends adopting the Resolution.

**CITY OF SHEBOYGAN
R. C. 248-23-24**

BY LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE.

APRIL 3, 2024.

Your Committee to whom was referred Res. No. 195-23-24 by Alderpersons Rust and Felde authorizing the appropriate City officials to enter into an Agreement for Urban Search and Rescue Emergency Response Services for the period July 1, 2024 through June 30, 2026; 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 195-23-24**

BY ALDERPERSONS RUST AND FELDE.

MARCH 18, 2024.

A RESOLUTION authorizing the appropriate City officials to enter into an Agreement for Urban Search and Rescue Emergency Response Services for the period July 1, 2024 through June 30, 2026.

RESOLVED: That the appropriate City officials are hereby authorized to execute the Agreement for Urban Search and Rescue Emergency Response Services between the State of Wisconsin Division of Emergency Management and the City of Sheboygan, a copy of which is attached hereto and incorporated herein.

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 FOR URBAN
SEARCH AND RESCUE EMERGENCY
RESPONSE SERVICES**

July 1, 2024, through June 30, 2026

Between

**STATE OF WISCONSIN
DEPARTMENT OF MILITARY AFFAIRS
DIVISION OF EMERGENCY MANAGEMENT**

And

CITY OF SHEBOYGAN

This agreement (Agreement) is by and between the State of Wisconsin through the Department of Military Affairs (the Department), Division of Emergency Management (the Division) and City of Sheboygan, Wisconsin (Participating Agency), a Local Agency, regarding the provision of personnel by Participating Agency to a statewide urban search and rescue team created pursuant to Wis. Stat. § 323.72(1). The Division and Participating Agency are each a Party and, collectively, the Parties.

RECITALS

- 1.0 To protect life and property against the dangers of emergencies, the Division has, pursuant to Wis. Stat. § 323.72(1), established a US&R team that can be deployed to provide Services in response to Emergencies.
- 2.0 The Division desires to enter into this Agreement with Participating Agency for the purpose of having Participating Agency supply qualified employees to serve on such a team and Participating Agency desires to provide such employees.

NOW THEREFORE, for the mutual promises set forth below, the Parties agree as follows:

TERMS AND CONDITIONS

- 1.0 **Recitals:** The Recitals are incorporated by reference.
- 2.0 **Definitions:** The following definitions are used throughout this Agreement:
 - 2.1 "Advisory Committee" means the WI-TF1 Advisory Committee established by this Agreement and consisting of five or seven members appointed by the Board of Directors of the Wisconsin State Fire Chiefs' Association.
 - 2.2 "All-Hazards" means the grouping classification encompassing all conditions, environmental or man-made, that have the potential to cause injury, illness or death or damage to or loss of equipment, infrastructure services or property or, alternatively, causing functional degradation to societal, economic, or environmental aspects.
 - 2.3 "Certification" means an affirmation that a candidate has successfully met the requirements of a standard or level of a standard through a valid and reliable assessment as approved by the National Board on Fire Service Professional Qualifications.
 - 2.4 "Emergency" or "Emergencies" means an incident(s) or event(s) for which, in the sole determination of the Division, Services are needed to supplement state and local efforts and capabilities to save lives and protect property and public health and safety or to lessen or avert the threat of a catastrophe.
 - 2.5 "Harm" means, at a minimum, human casualties, destruction of property, adverse economic impact and/or damage to natural resources.

- 2.6 “Incident” means any natural, technological, or human-caused occurrence that may cause Harm and that may require action. Incidents may include major disasters, terrorist attacks, wildland and urban fires, floods, hazardous materials, explosions, nuclear accidents, aircraft accidents, earthquakes, cyberattacks, hurricanes, tornadoes, tropical storms, public health and medical emergencies, law enforcement encounters, service calls, mutual aid, false alarms, and other occurrences requiring an emergency response.
- 2.7 “Local Agency,” pursuant to Wis. Stat. §§ 323.70(1)(b) and 323.72(1), means an agency of a county, city, village, or town, including a municipal police or fire department, a municipal health organization, a county office of emergency management, a county sheriff, an emergency medical service, a local emergency response team, or a public works department.
- 2.8 “REACT Center” means the Regional Emergency All-Climate Training Center, which is a training facility owned and operated by the State of Wisconsin, Department of Military Affairs and operated by the Division.
- 2.9 “Services” means US&R emergency response services as described in Wis. Stat. § 323.72(1) and any subsequent amendments to that statute, which include services involving search, rescue and recovery in the technical rescue disciplines including structural collapse, rope rescue, vehicle extrication, machinery extrication, confined space, trench, excavation, and water operations in an US&R environment.
- 2.10 “US&R” means urban search and rescue, which involves the location, rescue (extrication), and initial medical stabilization of victims trapped in confined spaces. Structural collapse is most often the cause of victims being trapped, but victims may also be trapped in transportation accidents, mines and collapsed trenches. US&R is considered an all-hazards discipline, as it may be needed for a variety of emergencies or disasters, including earthquakes, hurricanes, typhoons, storms and tornadoes, floods, dam failures, technological accidents, terrorist activities, and hazardous materials releases.
- 2.11 “WI-TF1” means the all-hazards US&R team authorized by Wis. Stat. § 323.72(1) made up of firefighters, engineers, medical professionals, canine handlers, incident managers, and others that is a core component of a Search and Rescue Essential Support Function mission, including a Type 1 US&R task force, Type 3 US&R task force or any component thereof, as designated by the Federal Emergency Management Agency National Incident Management System Search and Rescue resource typing system. See Wis. Stat. § 323.72(7).
- 3.0 Participating Agency Obligations:**
- 3.1. Recognizing that many of Participating Agency’s employees who are potential candidates for appointment to WI-TF1 may not have all required training as of the date this Agreement begins, the Parties agree to proceed as follows within 90 days after the Agreement begins.

- 3.1.1 After individuals selected for training have successfully completed the training, Participating Agency shall provide, on a form prescribed by the Division, a list of trained individuals that it deems to be good candidates for appointment to WI-TF1 but for the need for up-to-date training. The Division shall select individuals from list for initial and/or refresher training required by Section 4.0 of this Agreement.
- 3.2 Once the employees Participating Agency proposed to be appointed to WI-TF1 have successfully completed the required training, Participating Agency shall provide to the Division for Division approval a list on a form prescribed by the Division of one or more employees fully trained as set forth in Section 4.0 of this Agreement who Participating Agency proposes be a WI-TF1 member for Division approval, along with a description of the anticipated role the employee would have on WI-TF1 (e.g., Medical Specialist, Structural Collapse Search Technician, etc.). Only those employees who Participating Agency can demonstrate to the Division's satisfaction meet the following criteria at the time Participating Agency submits the list may be included on the list:
- 3.2.1 Possess all required training and certifications necessary to perform Services in the specific role the employee would fill on WI-TF1, based on the training, competency, and job performance requirement standards for an US&R task force issued by the National Fire Protection Association (NFPA), the most current version of the urban search and rescue standards issued by the Emergency Management Accreditation program, and any training standards required by law, rule or regulation.
- 3.2.2 Are employees in good standing.
- 3.2.3 Are not probationary employees.
- 3.2.4 Have been subjected to a background check by Participating Agency or the Division.
- 3.2.5 Meet any medical or fitness standards agreed upon by the WI-TF1 Advisory Committee and the Division.
- 3.2.6 Have been instructed on and, as required by the State of Wisconsin, are able to meet the then-current COVID-19 standards set by the State of Wisconsin, for its employees, including vaccination, testing, and mask-wearing requirements.
- 3.3 The Division, in consultation with the Advisory Committee established pursuant to Section 3.7 below, may appoint one or more of the employees on the list to the WI-TF1. Inclusion on the list or proposed WI-TF1 members does not guarantee appointment.
- 3.4 Upon receipt of an emergency response request by the Division pursuant to the Standard Operating Procedures, Participating Agency shall direct employees who have been appointed to WI-TF1 and designated for mobilization to travel to the REACT Center or such other location as designated by the Division to be deployed to provide Services in response to an Emergency.

- 3.5 Participating Agency may not self-deploy WI-TF1 members. This prohibition does not prevent Participating Agency from deploying its employees to respond to emergencies where urban search and rescue services are needed or responding with urban search and rescue vehicles, equipment and supplies under local authority, mutual aid agreements or other contracts entered into under local authority. Participating Agency recognizes that it is not entitled to reimbursement by the Division for such response costs and that the Division will not supply equipment or vehicles for such responses.
- 3.6 Participating Agency shall comply with all requirements of any grants which provide funding for WI-TF1.
- 3.7 An Advisory Committee has been established, the duties of which will be defined by the WI-TF1 Standard Operating Procedures.
- 3.8 The Division, in consultation with the Advisory Committee, has the authority to immediately suspend or terminate a WI-TF1 member from participation on the task force.
- 4.0 Required Training and Exercises:**
- 4.1 All required training and exercises must be done at the REACT Center or at a location pre-approved in writing by the Division in consultation with the Advisory Committee. Refresher training shall be a minimum of eighteen (18) hours per WI-TF1 member per year. Additional specialty training may be made available at REACT upon written pre-approval by the Division. Participation in required training and exercises will be in accordance with the WI-TF1 Attendance Policy approved by the Division in consultation with the Advisory Committee.
- 4.2 Non-Duty Status: All individuals attending training or exercises at the REACT Center shall be in a non-duty status with Participating Agency.
- 4.3 Training and Exercise Schedule: To facilitate planning for required training and exercises, the REACT Center shall post the relevant schedule a minimum of twelve months in advance of the start date of the training, except that specialized training may be made available with less advance notice. Changes may be made to the training and exercise schedule for unforeseen circumstances by notification of Participating Agencies. The Division will provide as much advanced notice of any changes as possible.
- 5.0 Response Procedures and Limitations:**
- 5.1 Participating Agency recognizes that its obligations under this Agreement are paramount to the State of Wisconsin. Participating Agency agrees that, if local fire response obligations in Participating Agency's own jurisdiction would limit necessary resources necessary to provide Services in response to an Emergency or make such resources unavailable, Participating Agency will seek aid from local jurisdictions to assist in local fire response obligations in Participating Agency's own jurisdiction to ensure availability of resources for the performance of Services.

5.2 Participating Agency and the Division agree that WI-TF1 or components of it may be used for any Emergency for which WI-TF1 members are trained and qualified.

5.3 Participating Agency's obligation to provide services under this Agreement shall arise, with respect to specific Emergency response actions, upon receipt of an Emergency response request pursuant to the Standard Operating Procedures. See Section 7 below.

6.0 Right of Refusal:

If, on occasion, a response under this Agreement would temporarily place a verifiable undue burden on the Participating Agency because Participating Agency's resources are otherwise inadequate or unavailable and mutual aid is unavailable, then if notice has been provided to the Division, the Participating Agency may decline a request for personnel to staff WI-TF1 and/or for response equipment.

7.0 Standard Operating Procedures:

Participating Agency and Division agree that WI-TF1 operations will be conducted in accordance with Standard Operating Procedures and a "Call-Out Procedure" that will be mutually approved by the Parties and other Local Agencies providing WI-TF1 members. Participating Agency agrees that it shall ensure that any of its employees appointed to WI-TF1 comply with these procedures.

8.0 Reimbursement of Costs

There are three types of Participating Agency costs that shall be reimbursed under this Agreement: (1) costs related to providing requested Services and (2) required training and exercise costs; and (3) costs related to an increase in duty-disability benefit premiums due to an injury a WI-TF1 member sustained while performing under this Agreement. In seeking reimbursement for those costs, Participating Agency shall comply with all Division-approved procedures and any relevant administrative rules.

9.0 Reimbursement for Response Costs:

9.1 Pursuant to Wis. Stat. § 323.72(2), the Division shall reimburse Participating Agency for costs incurred by Participating Agency in responding to an Emergency and providing Services at the request of the Division within 60 days after receiving a complete application for reimbursement on a form prescribed by the Division but only if (1) the Division determines that the provision of Services was necessary; and (2) Participating Agency applies for reimbursement within 45 days after the conclusion of that deployment of WI-TF1 for that particular Emergency.

9.2 Recoverable costs include but are not limited to the use of vehicles and apparatus, personnel expenses, backfill expenses and emergency expenses. The amount of reimbursement for the enumerated costs are as follows:

9.2.1 Reimbursement for use of Vehicle(s) and Apparatus: Participating Agency shall be

reimbursed for the approved use of its vehicles and equipment in providing Services at FEMA-established rates.

- 9.2.2 Personnel Expenses: Reasonable personnel expenses relating to WI-TF1 members deployed at the direction of the Division to provide Services which are reimbursable at \$55.00 per hour per deployed employee. During a deployment, this shall be calculated as portal to portal.
- 9.2.3 Backfill expenses: Participating Agency's reasonable personnel expenses incurred to cover the duties of employees deployed to provide Services as part of WI-TF1 are reimbursable at the Participating Agency's actual cost.
- 9.2.4 Emergency Expenses: Participating Agency's necessary and reasonable emergency expenses related to deploying employees to provide Services, which expenses must be based on actual expenditures and fully documented by the Participating Agency. The Division reserves the right to deny any reimbursement of Participating Agency expenditures it deems to be unreasonable or unjustifiable.
- 9.3 Participating Agency agrees to make reasonable and good faith efforts to minimize its costs related to providing personnel and equipment to perform Services in response to an Emergency.
- 10.0 Payment for Training and Exercise Costs:**
- 10.1 In any given fiscal year, Participating Agency shall be paid for any training and participation in exercises of employees who the Division has appointed to WI-TF1 that is pre-authorized in writing by the Division at a rate of \$55 per hour per appointed employee consistent with the Attendance Policy.
- 10.2 Such payment will be made on a quarterly basis as determined by reference to the state's fiscal year. For example, the first quarter will be from July 1 through September 30 and so forth.
- 10.3 The Division will not pay for Participating Agency's personnel backfill expenses to cover team members who are traveling to and from or participating in training or exercises.
- 11.0 Reimbursement of Increased Duty Disability Costs:**
- 11.1 The Division shall reimburse Participating Agency for costs incurred by Participating Agency for any increase in contributions for duty disability premiums under Wis. Stat. § 40.05(2)(aw) for its employees who are WI-TF1 members and who receive duty disability benefits under Wis. Stat. § 40.65 because of an injury that occurred while performing duties as a member of WI-TF1.
- 11.2 Application for reimbursement under this Section shall be made after the close of the State's fiscal year and shall seek reimbursement for any cost due to increased premiums referred to above imposed in the prior fiscal year.

11.3 Payment under this Section shall be made within 60 days of receipt of documentation of the following:

11.3.1 That the WI-TF1 member was injured while performing WI-TF1 duties after being deployed pursuant to a Division order.

11.3.2 That the member is receiving duty disability benefits because of such injury.

11.3.3 The amount of increase in premium for duty disability benefits to the Participating Agency that can be directly attributed to the receipt of such benefits by the member during the preceding fiscal year.

12.0 Employer-Employee Relationship and Obligations Maintained:

Except as provided in this Agreement, Participating Agency employees who are WI-TF1 members remain employees of Participating Agency and are not employees of the State of Wisconsin. This means, in part, that Participating Agency's employees are not entitled to Division contribution for any Public Employees Retirement Withholding System benefit(s), nor to any other benefits or any wage provided by the State of Wisconsin to its employees. Participating Agency shall be responsible for payment/withholding of any applicable federal, Social Security and State taxes from any wages paid or benefits provided to its employees.

13.0 Worker's Compensation:

A WI-TF1 member acting under this Agreement is an employee of the state for purposes of worker's compensation pursuant to Wis. Stat. § 323.72(4).

14.0 Dual Payment:

Participating Agency shall not be compensated for work performed under this Agreement both by the Division and any other state agency or person(s) responsible for causing an Emergency except as approved and authorized under this Agreement.

15.0 Reasonable Efforts:

Participating Agency shall make reasonable and good-faith efforts to minimize its costs related to its employees' participation in WI-TF1 training, exercise, and Emergency response Services.

16.0 Liability and Indemnity

16.1 Scope:

During operations authorized by this Agreement, WI-TF1 members supplied by Participating Agency are agents of the state for purposes of Wis. Stat. § 895.46(1). For the purposes of this Section, operations means activities, including travel, directly related to

providing Services. Operations also include training activities provided under this Agreement to WI-TF1 members but does not include travel to and from any training required or permitted under this Agreement.

- 16.2 Civil liability exemption; regional emergency response teams and their sponsoring agencies:

Pursuant to Wis. Stat. § 895.483(4), Participating Agency and its employees who are members of WI-TF1 are immune from civil liability for acts or omissions related to carrying out the Services.

- 16.3 Participating Agency Indemnification of State:

When acting as other than an agent of the State of Wisconsin under this Agreement, and when using the State's or Division's vehicles or equipment, Participating Agency shall indemnify, defend and hold harmless the State, which includes the Department, the Division and all state agencies, and its officers, officials, agents, employees, and members from all claims, suits or actions of any nature, including actions for attorneys' fees, arising out of the activities or omissions of Participating Agency, its officers, officials, subcontractors, agents or employees.

17.0 Insurance Obligations:

- 17.1 Insurance obligations are set forth in the Standard Terms and Conditions attached as Exhibit A. Prior to commencement of this Agreement, Participating Agency must either provide to the Division a certificate of insurance or, if Participating Agency is self-insured or uninsured, a certificate of protection in lieu of insurance certifying that Participating Agency is protected by a self-funded liability and property program or alternative funding source(s). Such certification must be provided on an annual basis.

- 17.2 Participating Agency agrees that it shall not cancel or make a material change to the insurance required by this Agreement without 30 days written notice to the Division.

- 18.0 Standard Terms and Conditions:** The Wisconsin Standard Terms and Conditions are attached as Exhibit A and are incorporated into this Agreement by reference.

19.0 Miscellaneous

- 19.1 Disclosure of Independence and Relationship: Participating Agency certifies that no relationship exists between it, the State of Wisconsin or the Division that interferes with fair competition or is a conflict of interest, and no relationship exists between the team and another person or organization that constitutes a conflict of interest with respect to a state contract. The Department of Administration may waive this provision, in writing, if those activities of the Participating Agency will not be averse to the interest of the State.

Participating Agency agrees as part of this Agreement that, during performance of the terms of this Agreement, they will neither provide contractual services nor enter into any

agreement to provide services to a person or entity that is regulated or funded by the Department or has interests that are adverse to the Department. The Department of Administration may waive this provision, in writing, if those activities of the Participating Agency will not be adverse to the interests of the state.

- 19.2 Dual Employment: Wis. Stat. § 16.417 prohibits an individual who is a state employee or who is retained as a consultant full-time by a state agency from being retained as a consultant by the same or another agency where the individual receives more than \$5,000 as compensation. This prohibition applies only to individuals and does not include corporations or partnerships.
- 19.3 Employment: Participating Agency will not engage the service of any person or persons now employed by the state, including any department, commission, or board thereof, to provide services relating to this Agreement without the written consent of the employer of such person or persons and the Department and Division.
- 19.4 Conflict of interest: Private and non-profit corporations are bound by Wis. Stat. §§ 180.0831 and 181.225 regarding conflicts of interest by directors in the conduct of state contracts.
- 19.5 Recordkeeping and Record Retention: The Participating Agency shall establish and maintain adequate records of all expenditures incurred under the Agreement. All records must be kept in accordance with generally accepted accounting principles and be consistent with federal and state laws and local ordinances. The Division, the federal government, and their duly authorized representatives shall have the right to audit, review, examine, copy, and transcribe any pertinent records or documents relating to any contract resulting from this Agreement held by Participating Agency. The Participating Agency shall retain all documents applicable to the Agreement for a period of not less than three (3) years after the final payment is made or longer where required by law.
- 19.6 Indemnification Regarding Employment Disputes: Participating Agency shall indemnify, defend, and hold harmless the State of Wisconsin, including the Division and the Department, with respect any disputes Participating Agency may have with its employees. Such disputes include but are not limited to charges of discrimination, harassment, improper wage payment, and discharge without just cause.
- 19.7 Term, Termination and Review of Agreement:
- 19.7.1 Term: This Agreement shall begin on July 1, 2024, and terminate on June 30, 2026, unless terminated earlier pursuant to Section 19.7.2.
- 19.7.2 Termination:
- 19.7.2.1 The Division and/or Participating Agency may terminate this Agreement at any time upon one hundred twenty (120) days written notice to the other Party.

- 19.7.2.2 The Division may also terminate this Agreement at will effective upon delivery of written notice to the Participating Agency under any of the following conditions:
- 19.7.2.2.1 Funding from federal, state, or other sources is not obtained and/or continued at levels sufficient to allow for training.
 - 19.7.2.2.2 Federal or state laws, rules, regulations, or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Agreement or are no longer eligible for the funding proposed for payments by this Agreement.
 - 19.7.2.2.3 Any license or certification required by law or regulation to be held by the Participating Agency to provide the services required by this Agreement is for any reason denied, revoked, lapses, or not renewed.
- 19.7.2.3 Any termination of the Agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination. Upon termination, the Division's liability under Sections 8-11 will be limited to events occurring during the term of this Agreement.
- 19.7.3 Review: The Agreement shall be reviewed by the Parties and other participating agencies no later than six (6) months prior to the expiration of this Agreement.
- 19.8 Entire Agreement: The contents of the Agreement including its Exhibits shall constitute the entire agreement between the Parties relating to the subject matter of the Agreement. The Agreement supersedes any and all prior agreements, whether expressed orally or in writing, relating to the subject matter of the Agreement.
- 19.9 Applicable Law: This Agreement shall be governed by the laws of the State of Wisconsin. The Participating Agency and State shall at all times comply with and observe all federal and state laws and regulations, the federal and state constitutions, and local ordinances and regulations in effect during the period of this Agreement and which may in any manner affect its performance of its obligations under this Agreement, including the provision of Services.
- 19.10 Assignment: No right or duty of the Participating Agency under this Agreement, whole or in part, may be assigned or delegated without the prior written consent of the State of Wisconsin.
- 19.11 Successors in Interest: The provisions of the Agreement shall be binding upon and shall inure to the benefit of the parties to the Agreement and their respective successors and

permitted assigns.

- 19.12 Force Majeure: Neither party to this Agreement shall be held responsible for delay or default caused by fire, riots, acts of God and/or war or for other reasons beyond that Party's reasonable control.
- 19.13 Notifications: Participating Agency shall immediately report by telephone and in writing any demand, request, or occurrence that reasonably may give rise to a claim against the State, its officers, Divisions, agents, employees, and members. Such reports shall be directed to:

ATTN: Administrator
 Division of Emergency Management
 DMA Wisconsin
 PO Box 7865
 Madison, WI 53707-7865
 Telephone #: (608) 242-3232
 FAX #: (608) 242-3247

Copies of such written reports shall also be sent to:

ATTN: Office of the Department of Military Affairs General Counsel
 Wisconsin Department of Military Affairs
 2400 Wright Street
 Madison, WI 53704

- 19.14 Severability: If any provision of this Agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected. The rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
- 19.15 Amendments: The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended in any manner whatsoever without prior written approval of Division and Participating Agency.
- 19.16 Approval Authority: Participating Agency's representative(s) certify by their signature herein that he or she has the necessary and lawful authority to enter into contracts and agreements on behalf of Participating Agency.
- 19.17 No Waiver: No failure to exercise, and no delay in exercising, any right, power or remedy, including payment, hereunder, on the part of the Division, state, or Participating Agency shall operate as a waiver of the same, nor shall any single or partial exercise of any right, power or remedy preclude any other or further exercise of the same or the exercise of any other right, power or remedy created by the Agreement. No express waiver shall affect any event or default other than the event or default specified in such waiver, and any such waiver, to be effective, must be in writing and shall be operative only for the time and to the extent expressly provided in the written waiver. A waiver of any covenant, term or condition

contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition.

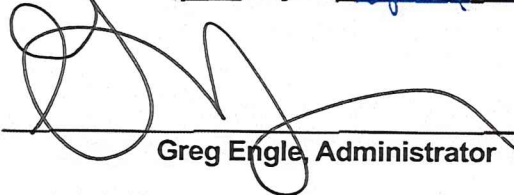
19.18 Construction of Agreement: This Agreement is intended to be solely between the Parties. No part of the Agreement shall be construed to add, supplement, amend, abridge, or repeal existing rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the Parties.

The Division and Participating Agency make no representations to third parties with regard to the ultimate outcome of the provision of Services.

Approving Signatures:

ON BEHALF OF THE WISCONSIN EMERGENCY MANAGEMENT DIVISION

Dated this 19th day of April, 2024



Greg Engle, Administrator

ON BEHALF OF THE CITY OF SHEBOYGAN

Dated this 15th day of April, 2024



Casey Bradley, City Administrator

ON BEHALF OF THE CITY OF SHEBOYGAN FIRE DEPARTMENT

Dated this 15th day of Apr. 1, 2024



Eric Montellano, Fire Chief

EXHIBIT A

EXHIBIT A TO AGREEMENT FOR URBAN SEARCH AND RESCUE EMERGENCY RESPONSE SERVICES AGREEMENT (the Agreement)

STATE OF WISCONSIN STANDARD TERMS AND CONDITIONS

ANTITRUST ASSIGNMENT: The Participating Agency and the State of Wisconsin recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Wisconsin (purchaser). Therefore, the Participating Agency hereby assigns to the State of Wisconsin any and all claims for such overcharges as to goods, materials or services purchased in connection with this Agreement.

APPLICABLE LAW AND COMPLIANCE: This Agreement shall be governed under the laws of the State of Wisconsin. The Participating Agency shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this Agreement and which in any manner affect the work or its conduct. The State of Wisconsin reserves the right to cancel this Agreement if the Participating Agency fails to follow the requirements of s. 77.66, Wis. Stats. and related statutes regarding certification for collection of sales and use tax. The State of Wisconsin also reserves the right to cancel this Agreement with any federally debarred Participating Agency or a Participating Agency that is presently identified on the list of parties excluded from federal procurement and non-procurement Agreements.

CANCELLATION: The State of Wisconsin reserves the right to cancel any Agreement in whole or in part without penalty due to nonappropriation, unavailability or insufficiency of funds or for failure of the Participating Agency to comply with terms, conditions, and specifications of this Agreement.

WORK CENTER CRITERIA: A work center must be certified under s.16.752, Wis. Stats., and must ensure that when engaged in the production of materials, supplies or equipment or the performance of contractual services, not less than seventy-five percent (75%) of the total hours of direct labor are performed by severely handicapped.

INSURANCE RESPONSIBILITY: The Participating Agency performing services for the State of Wisconsin shall:

Maintain worker's compensation insurance as required by Wisconsin Statutes, for all employees engaged in the work.

Maintain commercial liability, bodily injury and property damage insurance against any claim(s) which might occur in carrying out this agreement/Agreement. Minimum coverage shall be one million (\$1,000,000) liability for bodily injury and property damage including products liability and completed operations. Provide motor vehicle insurance for all owned, non-owned and hired vehicles that are used in carrying out this Agreement. Minimum coverage shall be one million (\$1,000,000) per occurrence combined single limit for automobile liability and property damage.

The state reserves the right to require higher or lower limits where warranted.

NONDISCRIMINATION / AFFIRMATIVE ACTION: In connection with the performance of work under this Agreement, the Participating Agency 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 s.51.01(5), Wis. Stats., sexual orientation as defined in s.111.32(13m), Wis. Stats., 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. Except with respect to sexual orientation, the Participating Agency further agrees to take affirmative action to ensure equal employment opportunities.

Contracts estimated to be over fifty thousand dollars (\$50,000) require the submission of a written affirmative action plan by the Participating Agency. An exemption occurs from this requirement if the Participating Agency has a workforce of less than fifty (50) employees. Within fifteen (15) working days after the Agreement is awarded, the Participating Agency must submit the plan to the contracting state agency for approval. Instructions on preparing the plan and technical assistance regarding this clause are available from the contracting state agency.

The Participating Agency agrees to post in conspicuous places, available for employees and applicants for employment, a notice to be provided by the contracting state agency that sets forth the provisions of the State of Wisconsin's nondiscrimination law.

Failure to comply with the conditions of this clause may result in the Participating Agency's becoming declared an "ineligible" Participating Agency, termination of the Agreement, or withholding of payment.

Pursuant to 2019 Wisconsin Executive Order 1, Participating Agency agrees it will hire only on the basis of merit and will not discriminate against any persons performing a contract, subcontract or grant because of military or veteran status, gender identity or expression, marital or familial status, genetic information or political affiliation.

Pursuant to s. 16.75(10p), Wis. Stats., Participating Agency agrees it is not, and will not for the duration of the Agreement, engage in a prohibited boycott of the State of Israel as defined in s. 20.931(1)(b). State agencies and authorities may not execute a contract and reserve the right to terminate an existing contract with a company that is not compliant with this provision. This provision applies to contracts valued \$100,000 or over.

PUBLIC RECORDS. Upon receipt of notice from the State of Wisconsin of a public records request for records produced or collected under this Agreement, the Participating Agency shall provide the requested records to the contracting agency in order to ensure compliance with s. 19.36(3), Wis. Stats. Participating Agency, following final payment under this Agreement, shall retain all records produced or collected under this Agreement for six (6) years. Participating Agency is also considered a contractor for the purposes of Wis. Stat. § 19.36(3) and must comply with its provisions.

TAXES: The State of Wisconsin, including all its agencies, 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. However, it is exempt from payment of Wisconsin sales or use tax on its purchases. The State of Wisconsin may be subject to other states' taxes on its purchases in that state depending on the laws of that state.

VENDOR TAX DELINQUENCY: Vendors who have a delinquent Wisconsin tax liability may have their payments offset by the State of Wisconsin.



**AGREEMENT FOR URBAN
SEARCH AND RESCUE EMERGENCY
RESPONSE SERVICES**

July 1, 2024, through June 30, 2026

Between

**STATE OF WISCONSIN
DEPARTMENT OF MILITARY AFFAIRS
DIVISION OF EMERGENCY MANAGEMENT**

And

CITY OF SHEBOYGAN

This agreement (Agreement) is by and between the State of Wisconsin through the Department of Military Affairs (the Department), Division of Emergency Management (the Division) and City of Sheboygan, Wisconsin (Participating Agency), a Local Agency, regarding the provision of personnel by Participating Agency to a statewide urban search and rescue team created pursuant to Wis. Stat. § 323.72(1). The Division and Participating Agency are each a Party and, collectively, the Parties.

RECITALS

- 1.0 To protect life and property against the dangers of emergencies, the Division has, pursuant to Wis. Stat. § 323.72(1), established a US&R team that can be deployed to provide Services in response to Emergencies.
- 2.0 The Division desires to enter into this Agreement with Participating Agency for the purpose of having Participating Agency supply qualified employees to serve on such a team and Participating Agency desires to provide such employees.

NOW THEREFORE, for the mutual promises set forth below, the Parties agree as follows:

TERMS AND CONDITIONS

- 1.0 **Recitals:** The Recitals are incorporated by reference.
- 2.0 **Definitions:** The following definitions are used throughout this Agreement:
 - 2.1 “Advisory Committee” means the WI-TF1 Advisory Committee established by this Agreement and consisting of five or seven members appointed by the Board of Directors of the Wisconsin State Fire Chiefs’ Association.
 - 2.2 “All-Hazards” means the grouping classification encompassing all conditions, environmental or man-made, that have the potential to cause injury, illness or death or damage to or loss of equipment, infrastructure services or property or, alternatively, causing functional degradation to societal, economic, or environmental aspects.
 - 2.3 “Certification” means an affirmation that a candidate has successfully met the requirements of a standard or level of a standard through a valid and reliable assessment as approved by the National Board on Fire Service Professional Qualifications.
 - 2.4 “Emergency” or “Emergencies” means an incident(s) or event(s) for which, in the sole determination of the Division, Services are needed to supplement state and local efforts and capabilities to save lives and protect property and public health and safety or to lessen or avert the threat of a catastrophe.
 - 2.5 “Harm” means, at a minimum, human casualties, destruction of property, adverse economic impact and/or damage to natural resources.

- 2.6 “Incident” means any natural, technological, or human-caused occurrence that may cause Harm and that may require action. Incidents may include major disasters, terrorist attacks, wildland and urban fires, floods, hazardous materials, explosions, nuclear accidents, aircraft accidents, earthquakes, cyberattacks, hurricanes, tornadoes, tropical storms, public health and medical emergencies, law enforcement encounters, service calls, mutual aid, false alarms, and other occurrences requiring an emergency response.
- 2.7 “Local Agency,” pursuant to Wis. Stat. §§ 323.70(1)(b) and 323.72(1), means an agency of a county, city, village, or town, including a municipal police or fire department, a municipal health organization, a county office of emergency management, a county sheriff, an emergency medical service, a local emergency response team, or a public works department.
- 2.8 “REACT Center” means the Regional Emergency All-Climate Training Center, which is a training facility owned and operated by the State of Wisconsin, Department of Military Affairs and operated by the Division.
- 2.9 “Services” means US&R emergency response services as described in Wis. Stat. § 323.72(1) and any subsequent amendments to that statute, which include services involving search, rescue and recovery in the technical rescue disciplines including structural collapse, rope rescue, vehicle extrication, machinery extrication, confined space, trench, excavation, and water operations in an US&R environment.
- 2.10 “US&R” means urban search and rescue, which involves the location, rescue (extrication), and initial medical stabilization of victims trapped in confined spaces. Structural collapse is most often the cause of victims being trapped, but victims may also be trapped in transportation accidents, mines and collapsed trenches. US&R is considered an all-hazards discipline, as it may be needed for a variety of emergencies or disasters, including earthquakes, hurricanes, typhoons, storms and tornadoes, floods, dam failures, technological accidents, terrorist activities, and hazardous materials releases.
- 2.11 “WI-TF1” means the all-hazards US&R team authorized by Wis. Stat. § 323.72(1) made up of firefighters, engineers, medical professionals, canine handlers, incident managers, and others that is a core component of a Search and Rescue Essential Support Function mission, including a Type 1 US&R task force, Type 3 US&R task force or any component thereof, as designated by the Federal Emergency Management Agency National Incident Management System Search and Rescue resource typing system. See Wis. Stat. § 323.72(7).

3.0 Participating Agency Obligations:

- 3.1. Recognizing that many of Participating Agency’s employees who are potential candidates for appointment to WI-TF1 may not have all required training as of the date this Agreement begins, the Parties agree to proceed as follows within 90 days after the Agreement begins.

- 3.1.1 After individuals selected for training have successfully completed the training, Participating Agency shall provide, on a form prescribed by the Division, a list of trained individuals that it deems to be good candidates for appointment to WI-TF1 but for the need for up-to-date training. The Division shall select individuals from list for initial and/or refresher training required by Section 4.0 of this Agreement.
- 3.2 Once the employees Participating Agency proposed to be appointed to WI-TF1 have successfully completed the required training, Participating Agency shall provide to the Division for Division approval a list on a form prescribed by the Division of one or more employees fully trained as set forth in Section 4.0 of this Agreement who Participating Agency proposes be a WI-TF1 member for Division approval, along with a description of the anticipated role the employee would have on WI-TF1 (e.g., Medical Specialist, Structural Collapse Search Technician, etc.). Only those employees who Participating Agency can demonstrate to the Division's satisfaction meet the following criteria at the time Participating Agency submits the list may be included on the list:
- 3.2.1 Possess all required training and certifications necessary to perform Services in the specific role the employee would fill on WI-TF1, based on the training, competency, and job performance requirement standards for an US&R task force issued by the National Fire Protection Association (NFPA), the most current version of the urban search and rescue standards issued by the Emergency Management Accreditation program, and any training standards required by law, rule or regulation.
- 3.2.2 Are employees in good standing.
- 3.2.3 Are not probationary employees.
- 3.2.4 Have been subjected to a background check by Participating Agency or the Division.
- 3.2.5 Meet any medical or fitness standards agreed upon by the WI-TF1 Advisory Committee and the Division.
- 3.2.6 Have been instructed on and, as required by the State of Wisconsin, are able to meet the then-current COVID-19 standards set by the State of Wisconsin, for its employees, including vaccination, testing, and mask-wearing requirements.
- 3.3 The Division, in consultation with the Advisory Committee established pursuant to Section 3.7 below, may appoint one or more of the employees on the list to the WI-TF1. Inclusion on the list or proposed WI-TF1 members does not guarantee appointment.
- 3.4 Upon receipt of an emergency response request by the Division pursuant to the Standard Operating Procedures, Participating Agency shall direct employees who have been appointed to WI-TF1 and designated for mobilization to travel to the REACT Center or such other location as designated by the Division to be deployed to provide Services in response to an Emergency.

- 3.5 Participating Agency may not self-deploy WI-TF1 members. This prohibition does not prevent Participating Agency from deploying its employees to respond to emergencies where urban search and rescue services are needed or responding with urban search and rescue vehicles, equipment and supplies under local authority, mutual aid agreements or other contracts entered into under local authority. Participating Agency recognizes that it is not entitled to reimbursement by the Division for such response costs and that the Division will not supply equipment or vehicles for such responses.
- 3.6 Participating Agency shall comply with all requirements of any grants which provide funding for WI-TF1.
- 3.7 An Advisory Committee has been established, the duties of which will be defined by the WI-TF1 Standard Operating Procedures.
- 3.8 The Division, in consultation with the Advisory Committee, has the authority to immediately suspend or terminate a WI-TF1 member from participation on the task force.

4.0 Required Training and Exercises:

- 4.1 All required training and exercises must be done at the REACT Center or at a location pre-approved in writing by the Division in consultation with the Advisory Committee. Refresher training shall be a minimum of eighteen (18) hours per WI-TF1 member per year. Additional specialty training may be made available at REACT upon written pre-approval by the Division. Participation in required training and exercises will be in accordance with the WI-TF1 Attendance Policy approved by the Division in consultation with the Advisory Committee.
- 4.2 Non-Duty Status: All individuals attending training or exercises at the REACT Center shall be in a non-duty status with Participating Agency.
- 4.3 Training and Exercise Schedule: To facilitate planning for required training and exercises, the REACT Center shall post the relevant schedule a minimum of twelve months in advance of the start date of the training, except that specialized training may be made available with less advance notice. Changes may be made to the training and exercise schedule for unforeseen circumstances by notification of Participating Agencies. The Division will provide as much advanced notice of any changes as possible.

5.0 Response Procedures and Limitations:

- 5.1 Participating Agency recognizes that its obligations under this Agreement are paramount to the State of Wisconsin. Participating Agency agrees that, if local fire response obligations in Participating Agency's own jurisdiction would limit necessary resources necessary to provide Services in response to an Emergency or make such resources unavailable, Participating Agency will seek aid from local jurisdictions to assist in local fire response obligations in Participating Agency's own jurisdiction to ensure availability of resources for the performance of Services.

5.2 Participating Agency and the Division agree that WI-TF1 or components of it may be used for any Emergency for which WI-TF1 members are trained and qualified.

5.3 Participating Agency's obligation to provide services under this Agreement shall arise, with respect to specific Emergency response actions, upon receipt of an Emergency response request pursuant to the Standard Operating Procedures. See Section 7 below.

6.0 Right of Refusal:

If, on occasion, a response under this Agreement would temporarily place a verifiable undue burden on the Participating Agency because Participating Agency's resources are otherwise inadequate or unavailable and mutual aid is unavailable, then if notice has been provided to the Division, the Participating Agency may decline a request for personnel to staff WI-TF1 and/or for response equipment.

7.0 Standard Operating Procedures:

Participating Agency and Division agree that WI-TF1 operations will be conducted in accordance with Standard Operating Procedures and a "Call-Out Procedure" that will be mutually approved by the Parties and other Local Agencies providing WI-TF1 members. Participating Agency agrees that it shall ensure that any of its employees appointed to WI-TF1 comply with these procedures.

8.0 Reimbursement of Costs

There are three types of Participating Agency costs that shall be reimbursed under this Agreement: (1) costs related to providing requested Services and (2) required training and exercise costs; and (3) costs related to an increase in duty-disability benefit premiums due to an injury a WI-TF1 member sustained while performing under this Agreement. In seeking reimbursement for those costs, Participating Agency shall comply with all Division-approved procedures and any relevant administrative rules.

9.0 Reimbursement for Response Costs:

9.1 Pursuant to Wis. Stat. § 323.72(2), the Division shall reimburse Participating Agency for costs incurred by Participating Agency in responding to an Emergency and providing Services at the request of the Division within 60 days after receiving a complete application for reimbursement on a form prescribed by the Division but only if (1) the Division determines that the provision of Services was necessary; and (2) Participating Agency applies for reimbursement within 45 days after the conclusion of that deployment of WI-TF1 for that particular Emergency.

9.2 Recoverable costs include but are not limited to the use of vehicles and apparatus, personnel expenses, backfill expenses and emergency expenses. The amount of reimbursement for the enumerated costs are as follows:

9.2.1 Reimbursement for use of Vehicle(s) and Apparatus: Participating Agency shall be

reimbursed for the approved use of its vehicles and equipment in providing Services at FEMA-established rates.

- 9.2.2 Personnel Expenses: Reasonable personnel expenses relating to WI-TF1 members deployed at the direction of the Division to provide Services which are reimbursable at \$55.00 per hour per deployed employee. During a deployment, this shall be calculated as portal to portal.
- 9.2.3 Backfill expenses: Participating Agency's reasonable personnel expenses incurred to cover the duties of employees deployed to provide Services as part of WI-TF1 are reimbursable at the Participating Agency's actual cost.
- 9.2.4 Emergency Expenses: Participating Agency's necessary and reasonable emergency expenses related to deploying employees to provide Services, which expenses must be based on actual expenditures and fully documented by the Participating Agency. The Division reserves the right to deny any reimbursement of Participating Agency expenditures it deems to be unreasonable or unjustifiable.
- 9.3 Participating Agency agrees to make reasonable and good faith efforts to minimize its costs related to providing personnel and equipment to perform Services in response to an Emergency.

10.0 Payment for Training and Exercise Costs:

- 10.1 In any given fiscal year, Participating Agency shall be paid for any training and participation in exercises of employees who the Division has appointed to WI-TF1 that is pre-authorized in writing by the Division at a rate of \$55 per hour per appointed employee consistent with the Attendance Policy.
- 10.2 Such payment will be made on a quarterly basis as determined by reference to the state's fiscal year. For example, the first quarter will be from July 1 through September 30 and so forth.
- 10.3 The Division will not pay for Participating Agency's personnel backfill expenses to cover team members who are traveling to and from or participating in training or exercises.

11.0 Reimbursement of Increased Duty Disability Costs:

- 11.1 The Division shall reimburse Participating Agency for costs incurred by Participating Agency for any increase in contributions for duty disability premiums under Wis. Stat. § 40.05(2)(aw) for its employees who are WI-TF1 members and who receive duty disability benefits under Wis. Stat. § 40.65 because of an injury that occurred while performing duties as a member of WI-TF1.
- 11.2 Application for reimbursement under this Section shall be made after the close of the State's fiscal year and shall seek reimbursement for any cost due to increased premiums referred to above imposed in the prior fiscal year.

11.3 Payment under this Section shall be made within 60 days of receipt of documentation of the following:

11.3.1 That the WI-TF1 member was injured while performing WI-TF1 duties after being deployed pursuant to a Division order.

11.3.2 That the member is receiving duty disability benefits because of such injury.

11.3.3 The amount of increase in premium for duty disability benefits to the Participating Agency that can be directly attributed to the receipt of such benefits by the member during the preceding fiscal year.

12.0 Employer-Employee Relationship and Obligations Maintained:

Except as provided in this Agreement, Participating Agency employees who are WI-TF1 members remain employees of Participating Agency and are not employees of the State of Wisconsin. This means, in part, that Participating Agency's employees are not entitled to Division contribution for any Public Employees Retirement Withholding System benefit(s), nor to any other benefits or any wage provided by the State of Wisconsin to its employees. Participating Agency shall be responsible for payment/withholding of any applicable federal, Social Security and State taxes from any wages paid or benefits provided to its employees.

13.0 Worker's Compensation:

A WI-TF1 member acting under this Agreement is an employee of the state for purposes of worker's compensation pursuant to Wis. Stat. § 323.72(4).

14.0 Dual Payment:

Participating Agency shall not be compensated for work performed under this Agreement both by the Division and any other state agency or person(s) responsible for causing an Emergency except as approved and authorized under this Agreement.

15.0 Reasonable Efforts:

Participating Agency shall make reasonable and good-faith efforts to minimize its costs related to its employees' participation in WI-TF1 training, exercise, and Emergency response Services.

16.0 Liability and Indemnity

16.1 Scope:

During operations authorized by this Agreement, WI-TF1 members supplied by Participating Agency are agents of the state for purposes of Wis. Stat. § 895.46(1). For the purposes of this Section, operations means activities, including travel, directly related to

providing Services. Operations also include training activities provided under this Agreement to WI-TF1 members but does not include travel to and from any training required or permitted under this Agreement.

16.2 Civil liability exemption; regional emergency response teams and their sponsoring agencies:

Pursuant to Wis. Stat. § 895.483(4), Participating Agency and its employees who are members of WI-TF1 are immune from civil liability for acts or omissions related to carrying out the Services.

16.3 Participating Agency Indemnification of State:

When acting as other than an agent of the State of Wisconsin under this Agreement, and when using the State's or Division's vehicles or equipment, Participating Agency shall indemnify, defend and hold harmless the State, which includes the Department, the Division and all state agencies, and its officers, officials, agents, employees, and members from all claims, suits or actions of any nature, including actions for attorneys' fees, arising out of the activities or omissions of Participating Agency, its officers, officials, subcontractors, agents or employees.

17.0 Insurance Obligations:

17.1 Insurance obligations are set forth in the Standard Terms and Conditions attached as Exhibit A. Prior to commencement of this Agreement, Participating Agency must either provide to the Division a certificate of insurance or, if Participating Agency is self-insured or uninsured, a certificate of protection in lieu of insurance certifying that Participating Agency is protected by a self-funded liability and property program or alternative funding source(s). Such certification must be provided on an annual basis.

17.2 Participating Agency agrees that it shall not cancel or make a material change to the insurance required by this Agreement without 30 days written notice to the Division.

18.0 Standard Terms and Conditions: The Wisconsin Standard Terms and Conditions are attached as Exhibit A and are incorporated into this Agreement by reference.

19.0 Miscellaneous

19.1 Disclosure of Independence and Relationship: Participating Agency certifies that no relationship exists between it, the State of Wisconsin or the Division that interferes with fair competition or is a conflict of interest, and no relationship exists between the team and another person or organization that constitutes a conflict of interest with respect to a state contract. The Department of Administration may waive this provision, in writing, if those activities of the Participating Agency will not be averse to the interest of the State.

Participating Agency agrees as part of this Agreement that, during performance of the terms of this Agreement, they will neither provide contractual services nor enter into any

agreement to provide services to a person or entity that is regulated or funded by the Department or has interests that are adverse to the Department. The Department of Administration may waive this provision, in writing, if those activities of the Participating Agency will not be adverse to the interests of the state.

- 19.2 Dual Employment: Wis. Stat. § 16.417 prohibits an individual who is a state employee or who is retained as a consultant full-time by a state agency from being retained as a consultant by the same or another agency where the individual receives more than \$5,000 as compensation. This prohibition applies only to individuals and does not include corporations or partnerships.
- 19.3 Employment: Participating Agency will not engage the service of any person or persons now employed by the state, including any department, commission, or board thereof, to provide services relating to this Agreement without the written consent of the employer of such person or persons and the Department and Division.
- 19.4 Conflict of interest: Private and non-profit corporations are bound by Wis. Stat. §§ 180.0831 and 181.225 regarding conflicts of interest by directors in the conduct of state contracts.
- 19.5 Recordkeeping and Record Retention: The Participating Agency shall establish and maintain adequate records of all expenditures incurred under the Agreement. All records must be kept in accordance with generally accepted accounting principles and be consistent with federal and state laws and local ordinances. The Division, the federal government, and their duly authorized representatives shall have the right to audit, review, examine, copy, and transcribe any pertinent records or documents relating to any contract resulting from this Agreement held by Participating Agency. The Participating Agency shall retain all documents applicable to the Agreement for a period of not less than three (3) years after the final payment is made or longer where required by law.
- 19.6 Indemnification Regarding Employment Disputes: Participating Agency shall indemnify, defend, and hold harmless the State of Wisconsin, including the Division and the Department, with respect any disputes Participating Agency may have with its employees. Such disputes include but are not limited to charges of discrimination, harassment, improper wage payment, and discharge without just cause.
- 19.7 Term, Termination and Review of Agreement:
- 19.7.1 Term: This Agreement shall begin on July 1, 2024, and terminate on June 30, 2026, unless terminated earlier pursuant to Section 19.7.2.
- 19.7.2 Termination:
- 19.7.2.1 The Division and/or Participating Agency may terminate this Agreement at any time upon one hundred twenty (120) days written notice to the other Party.

19.7.2.2 The Division may also terminate this Agreement at will effective upon delivery of written notice to the Participating Agency under any of the following conditions:

19.7.2.2.1 Funding from federal, state, or other sources is not obtained and/or continued at levels sufficient to allow for training.

19.7.2.2.2 Federal or state laws, rules, regulations, or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Agreement or are no longer eligible for the funding proposed for payments by this Agreement.

19.7.2.2.3 Any license or certification required by law or regulation to be held by the Participating Agency to provide the services required by this Agreement is for any reason denied, revoked, lapses, or not renewed.

19.7.2.3 Any termination of the Agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination. Upon termination, the Division's liability under Sections 8-11 will be limited to events occurring during the term of this Agreement.

19.7.3 Review: The Agreement shall be reviewed by the Parties and other participating agencies no later than six (6) months prior to the expiration of this Agreement.

19.8 Entire Agreement: The contents of the Agreement including its Exhibits shall constitute the entire agreement between the Parties relating to the subject matter of the Agreement. The Agreement supersedes any and all prior agreements, whether expressed orally or in writing, relating to the subject matter of the Agreement.

19.9 Applicable Law: This Agreement shall be governed by the laws of the State of Wisconsin. The Participating Agency and State shall at all times comply with and observe all federal and state laws and regulations, the federal and state constitutions, and local ordinances and regulations in effect during the period of this Agreement and which may in any manner affect its performance of its obligations under this Agreement, including the provision of Services.

19.10 Assignment: No right or duty of the Participating Agency under this Agreement, whole or in part, may be assigned or delegated without the prior written consent of the State of Wisconsin.

19.11 Successors in Interest: The provisions of the Agreement shall be binding upon and shall inure to the benefit of the parties to the Agreement and their respective successors and

permitted assigns.

- 19.12 Force Majeure: Neither party to this Agreement shall be held responsible for delay or default caused by fire, riots, acts of God and/or war or for other reasons beyond that Party's reasonable control.
- 19.13 Notifications: Participating Agency shall immediately report by telephone and in writing any demand, request, or occurrence that reasonably may give rise to a claim against the State, its officers, Divisions, agents, employees, and members. Such reports shall be directed to:

ATTN: Administrator
 Division of Emergency Management
 DMA Wisconsin
 PO Box 7865
 Madison, WI 53707-7865
 Telephone #: (608) 242-3232
 FAX #: (608) 242-3247

Copies of such written reports shall also be sent to:

ATTN: Office of the Department of Military Affairs General Counsel
 Wisconsin Department of Military Affairs
 2400 Wright Street
 Madison, WI 53704

- 19.14 Severability: If any provision of this Agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected. The rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
- 19.15 Amendments: The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended in any manner whatsoever without prior written approval of Division and Participating Agency.
- 19.16 Approval Authority: Participating Agency's representative(s) certify by their signature herein that he or she has the necessary and lawful authority to enter into contracts and agreements on behalf of Participating Agency.
- 19.17 No Waiver: No failure to exercise, and no delay in exercising, any right, power or remedy, including payment, hereunder, on the part of the Division, state, or Participating Agency shall operate as a waiver of the same, nor shall any single or partial exercise of any right, power or remedy preclude any other or further exercise of the same or the exercise of any other right, power or remedy created by the Agreement. No express waiver shall affect any event or default other than the event or default specified in such waiver, and any such waiver, to be effective, must be in writing and shall be operative only for the time and to the extent expressly provided in the written waiver. A waiver of any covenant, term or condition

contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition.

19.18 Construction of Agreement: This Agreement is intended to be solely between the Parties. No part of the Agreement shall be construed to add, supplement, amend, abridge, or repeal existing rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the Parties.

The Division and Participating Agency make no representations to third parties with regard to the ultimate outcome of the provision of Services.

Approving Signatures:

ON BEHALF OF THE WISCONSIN EMERGENCY MANAGEMENT DIVISION

Dated this ____ day of _____, 2024

Greg Engle, Acting Division Administrator

ON BEHALF OF THE CITY OF SHEBOYGAN

Dated this ____ day of _____, 2024

Casey Bradley, City Administrator

ON BEHALF OF THE CITY OF SHEBOYGAN FIRE DEPARTMENT

Dated this ____ day of _____, 2024

Eric Montellano, Fire Chief

EXHIBIT A

EXHIBIT A TO AGREEMENT FOR URBAN SEARCH AND RESCUE EMERGENCY RESPONSE SERVICES AGREEMENT (the Agreement)

STATE OF WISCONSIN STANDARD TERMS AND CONDITIONS

ANTITRUST ASSIGNMENT: The Participating Agency and the State of Wisconsin recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Wisconsin (purchaser). Therefore, the Participating Agency hereby assigns to the State of Wisconsin any and all claims for such overcharges as to goods, materials or services purchased in connection with this Agreement.

APPLICABLE LAW AND COMPLIANCE: This Agreement shall be governed under the laws of the State of Wisconsin. The Participating Agency shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this Agreement and which in any manner affect the work or its conduct. The State of Wisconsin reserves the right to cancel this Agreement if the Participating Agency fails to follow the requirements of s. 77.66, Wis. Stats. and related statutes regarding certification for collection of sales and use tax. The State of Wisconsin also reserves the right to cancel this Agreement with any federally debarred Participating Agency or a Participating Agency that is presently identified on the list of parties excluded from federal procurement and non-procurement Agreements.

CANCELLATION: The State of Wisconsin reserves the right to cancel any Agreement in whole or in part without penalty due to nonappropriation, unavailability or insufficiency of funds or for failure of the Participating Agency to comply with terms, conditions, and specifications of this Agreement.

WORK CENTER CRITERIA: A work center must be certified under s.16.752, Wis. Stats., and must ensure that when engaged in the production of materials, supplies or equipment or the performance of contractual services, not less than seventy-five percent (75%) of the total hours of direct labor are performed by severely handicapped.

INSURANCE RESPONSIBILITY: The Participating Agency performing services for the State of Wisconsin shall:

Maintain worker's compensation insurance as required by Wisconsin Statutes, for all employees engaged in the work.

Maintain commercial liability, bodily injury and property damage insurance against any claim(s) which might occur in carrying out this agreement/Agreement. Minimum coverage shall be one million (\$1,000,000) liability for bodily injury and property damage including products liability and completed operations. Provide motor vehicle insurance for all owned, non-owned and hired vehicles that are used in carrying out this Agreement. Minimum coverage shall be one million (\$1,000,000) per occurrence combined single limit for automobile liability and property damage.

The state reserves the right to require higher or lower limits where warranted.

NONDISCRIMINATION / AFFIRMATIVE ACTION: In connection with the performance of work under this Agreement, the Participating Agency 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 s.51.01(5), Wis. Stats., sexual orientation as defined in s.111.32(13m), Wis. Stats., 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. Except with respect to sexual orientation, the Participating Agency further agrees to take affirmative action to ensure equal employment opportunities.

Contracts estimated to be over fifty thousand dollars (\$50,000) require the submission of a written affirmative action plan by the Participating Agency. An exemption occurs from this requirement if the Participating Agency has a workforce of less than fifty (50) employees. Within fifteen (15) working days after the Agreement is awarded, the Participating Agency must submit the plan to the contracting state agency for approval. Instructions on preparing the plan and technical assistance regarding this clause are available from the contracting state agency.

The Participating Agency agrees to post in conspicuous places, available for employees and applicants for employment, a notice to be provided by the contracting state agency that sets forth the provisions of the State of Wisconsin's nondiscrimination law.

Failure to comply with the conditions of this clause may result in the Participating Agency's becoming declared an "ineligible" Participating Agency, termination of the Agreement, or withholding of payment.

Pursuant to 2019 Wisconsin Executive Order 1, Participating Agency agrees it will hire only on the basis of merit and will not discriminate against any persons performing a contract, subcontract or grant because of military or veteran status, gender identity or expression, marital or familial status, genetic information or political affiliation.

Pursuant to s. 16.75(10p), Wis. Stats., Participating Agency agrees it is not, and will not for the duration of the Agreement, engage in a prohibited boycott of the State of Israel as defined in s. 20.931(1)(b). State agencies and authorities may not execute a contract and reserve the right to terminate an existing contract with a company that is not compliant with this provision. This provision applies to contracts valued \$100,000 or over.

PUBLIC RECORDS. Upon receipt of notice from the State of Wisconsin of a public records request for records produced or collected under this Agreement, the Participating Agency shall provide the requested records to the contracting agency in order to ensure compliance with s. 19.36(3), Wis. Stats. Participating Agency, following final payment under this Agreement, shall retain all records produced or collected under this Agreement for six (6) years. Participating Agency is also considered a contractor for the purposes of Wis. Stat. § 19.36(3) and must comply with its provisions.

TAXES: The State of Wisconsin, including all its agencies, 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. However, it is exempt from payment of Wisconsin sales or use tax on its purchases. The State of Wisconsin may be subject to other states' taxes on its purchases in that state depending on the laws of that state.

VENDOR TAX DELINQUENCY: Vendors who have a delinquent Wisconsin tax liability may have their payments offset by the State of Wisconsin.

File Attachments for Item:

36. R. C. No. 231-23-24 by Finance and Personnel Committee to whom was referred Res. No. 182-23-24 by Alderpersons Mitchell and Filicky-Peneski authorizing the appropriate City officials to enter into a contract with Mike Koenig Construction Co., Inc. for the Phase II remodeling and improvements for the Uptown Social building in an effort to further enhance the lives of Uptown Social members; recommends adopting the Resolution.

**CITY OF SHEBOYGAN
R. C. 231-23-24**

BY FINANCE AND PERSONNEL COMMITTEE.

APRIL 3, 2024.

Your Committee to whom was referred Res. No. 182-23-24 by Alderpersons Mitchell and Filicky-Peneski authorizing the appropriate City officials to enter into a contract with Mike Koenig Construction Co., Inc. for the Phase II remodeling and improvements for the Uptown Social building in an effort to further enhance the lives of Uptown Social members; 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 182-23-24**

BY ALDERPERSONS MITCHELL AND FILICKY-PENESKI.

MARCH 18, 2024.

A RESOLUTION authorizing the appropriate City officials to enter into a contract with Mike Koenig Construction Co., Inc. for the Phase II remodeling and improvements for the Uptown Social building in an effort to further enhance the lives of Uptown Social members.

WHEREAS, according to the National Council on Aging, the risk of contracting COVID-19 and becoming seriously ill from COVID-19 and other illnesses increases with age; and

WHEREAS, higher levels of physical activity may be associated with a reduced likelihood of contracting COVID-19 or being hospitalized for COVID-19 and other illnesses; and

WHEREAS, by improving physical fitness, our community may see improved health outcomes in our senior population; and

WHEREAS, the development of an indoor physical fitness space at Uptown Social may encourage increased membership in Uptown Social thereby increasing exposure to the many health and wellness programs and services offered to Uptown Social members; and

WHEREAS, Phase II of the Uptown Social building remodel involves converting unused space into a gymnasium area with provisions for basketball, pickleball, a walking track, and other amenities aimed at enhancing enjoyment, fellowship, and physical activity for members of Uptown Social; and

WHEREAS, the improvements include lighting, ceiling work, HVAC, flooring, specialized sports equipment, seating, and other amenities; and

WHEREAS, the City issued a Request for Bids for the project and, upon receipt and review of the bids, the low bid received from Mike Koenig Construction Co., Inc. of Sheboygan has been found to meet all of the specifications included with the bid documents; and

WHEREAS, the project is being funded through the American Rescue Plan Act (ARPA) State and Local Recovery Funds (SLRF).

NOW, THEREFORE, BE IT RESOLVED: That the Mayor and City Clerk are hereby authorized to enter into the attached contract with Mike Koenig Construction Co., Inc. in the amount of \$640,000.00 for the project.

BE IT FURTHER RESOLVED: That the appropriate City officials are authorized to draw funds in the amount of \$640,000.00 from Account No. 202000-631200 (Federal Grant Fund-ARPA-Building Improvements) for the project.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL


_____.

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of Sheboygan

Meredith DeBruin, City Clerk, City of Sheboygan

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

THIS AGREEMENT is by and between City of Sheboygan ("Owner") and
Mike Koenig Construction Co., Inc. ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: Modification to existing Uptown Social Facility.

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Modifications to an existing shelled out space within the existing Uptown Social Facility. Improvements will include a new gymnasium, team space and a workout room. New mechanical system for the gym will be provided. Power and network systems throughout the spaces being built out.

ARTICLE 3 – ENGINEER

3.01 The part of the Project that pertains to the Work has been designed by GROTH Design Group.
3.02 The Engineering Division, Department of Public Works, City of Sheboygan, Sheboygan, WI will assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Dates*


A. The Work will be substantially completed on or before August 30, 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.

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Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):


1. Substantial Completion: Contractor shall pay Owner the amount identified in paragraph 19.01 of the Supplementary Conditions for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
 2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner the amount identified in paragraph 19.01 of the Supplementary Conditions for each day that expires after such time until the Work is completed and ready for final payment.
 3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.
 4. Milestones: Contractor shall pay Owner the amount identified in paragraph 19.01 of the Supplementary Conditions for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of 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.

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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.

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.

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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).
 - 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. Federal Contract Requirements as identified in Section 00 43 43 – Federal Requirements (not attached but incorporated by reference)
 6. Addenda (not attached but incorporated by reference)
 - a. None.
 7. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor’s Bid consisting of 1 page.
 8. 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 – 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.

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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 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,

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(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 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. ____-23-24)

CONTRACTOR:

City of Sheboygan

Mike Koenig Construction Co. Inc.

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:

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.

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title: Table of Contents	
		Section: 00 01 10	
		Bid Number: 2490-24	Page: 1 of 4

**Sheboygan Uptown Social
Phase II Remodel**


SECTION	TITLE	Pages
00 00 00	PROCUREMENT AND CONTRACTING REQUIREMENTS	
	Introductory Information	
00 01 01	Cover	1
00 01 07	Seals Page	1
00 01 10	Table of Contents	4
	Procurement Requirements	
00 11 13	Advertisement for Bids	2
00 21 13	Instructions for Bidders	10
00 41 43	Bid Form	4
00 41 44	Unit Price Worksheet	1
00 41 44.1	Quest Unit Price Worksheet	1
00 42 13	Bid Bond	2
00 45 13	Bidder's Proof of Responsibility	5
00 45 20	Bidder's Proof of Responsibility and Non-Collusion Affidavit - Subcontractor	3
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 13	Request for Information	1
00 63 63	Change Order Form	2
00 65 16	Certificate of Substantial Completion	1
00 65 18	Contractor's Affidavit of Compliance Certification and Release	1
00 65 19	Consent of Surety to Final Payment	1
00 72 00	Standard General Conditions of the Construction Contract - 2018	78
00 73 00	Supplementary Conditions	13
	General Requirements	
01 11 00	Summary of Work	1
01 14 00	Work Restrictions	5
01 22 00	Unit Prices	1
01 43 00	Quality Assurance	2
01 78 00	Closeout Requirements	2
01 78 19	Project Record Requirements	2
	Division 02 - Existing Conditions	
02 41 19	Selective Demolition	6
	Division 03 - Concrete	
	Not Applicable	

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.


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

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title: Table of Contents	
		Section: 00 01 10	
		Bid Number: 2490-24	Page: 2 of 4

SECTION	TITLE	Pages
	Division 04 – Masonry	
	Not Applicable	
	Division 05 – Metals	
05 50 00	Metal Fabrications	12
	Division 06 – Wood, Plastics, and Composites	
06 10 00	Rough Carpentry	14
06 20 23	Interior Finishes Carpentry	6
06 41 16	Plastic Laminate Clad Architectural Cabinets	10
	Division 07 – Thermal and Moisture Protection	
07 84 43	Joint Firestopping	8
07 92 00	Joint Sealants	24
	Division 08 – Openings	
08 11 13	Hollow Metal Doors and Frames	8
08 14 00	Flush Wood Doors	6
08 41 13	Aluminum Framed Entrances and Storefronts	12
08 71 00	Door Hardware	22
08 80 00	Glazing	8
	Division 09 – Finishes	
09 29 00	Gypsum Board	12
09 30 13	Ceramic Tiling	10
09 51 23	Acoustical Tile Ceilings	8
09 65 13	Resilient Base and Accessories	6
09 65 16	Resilient Sheet Flooring	8
09 91 23	Interior Painting	8
	Division 10 – Specialties	
10 44 00	Fire Protection Specialties	2
10 44 16	Fire Extinguishers	4
	Division 11 – Equipment	
11 66 23	Gymnasium Equipment	10
	Division 12 – Furnishings	
12 24 13	Roller Window Shades	14
12 36 23.13	Plastic Laminate Clad Countertops	6
	Division 13 – Special Construction	
	Not Applicable	
	Division 14 – Conveying Equipment	
	Not Applicable	

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title: Table of Contents	
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SECTION	TITLE	Pages
	Division 21 – Fire Protection	
21 00 00	Fire Protection Sprinkler Work	15
	Division 22 – Plumbing	
22 05 00	Common Work Results for Plumbing	14
22 05 23	Plumbing Valves	2
22 05 29	Plumbing Supports and Anchors	6
22 07 00	Plumbing Insulation	9
22 10 05	Plumbing Pipe and Fittings	13
22 40 00	Plumbing Fixtures	3
	Division 23 – Heating, Ventilating and Aire Conditioning (HVAC)	
23 05 00	Basic HVAC Requirements	14
23 05 12	Hangers, Supports and Anchors	3
23 05 13	Motors and Starters	3
23 05 15	Vibration Isolators	2
23 07 00	HVAC Insulation	3
23 20 01	Pipe and Pipe Fittings	7
23 20 02	HVAC Valves	2
23 20 04	Piping Specialties	2
23 31 00	Ductwork	7
23 33 07	Ductwork Accessories	4
23 34 00	Fans	2
23 37 00	Diffusers, Grilles and Registers	2
23 74 10	Packaged Rooftop Units	4
23 82 05	Electrical Heating Terminal Units	2
24 05 00	Testing and Balancing of HVAC	4
	Division 25 – Integrated Automation	
25 09 00	Building Automation Systems	32
25 09 93	Control Sequences	5
	Division 26 – Electrical	
26 05 00	Electrical Contract Requirements	12
26 05 01	Project Special Conditions	4
26 05 02	Electrical Demolition	4
26 05 04	Documentation	6
26 05 05	Through-Penetration Firestopping	6
26 05 19	Wire and Cable	8
26 05 26	Grounding	4
26 05 29	Supporting Devices	6
26 05 34	Raceways	12
26 05 35	Electrical Boxes	6
26 05 37	Location of Outlets and Equipment	4
26 05 53	Electrical Identifications	6
26 09 23	Lighting Controls	8
26 27 02	Motor Wiring	4
26 27 26	Wiring Devices	8

INDEX OF DRAWINGS

CONSTRUCTION DOCUMENT SET

CONSTRUCTION DOCUMENTS SET

Sheet No.	Sheet Name
0001	TITLE SHEET, SHEET INDEX, LOCATION MAP
0002	GENERAL INFORMATION
0101	CODE INFORMATION - LEVEL 1
5001	GENERAL NOTES
5102	ROOF FRAMING PLAN
5500	STEEL SECTIONS & DETAILS
A001	WALL TYPES
A002	GENERAL ARCH DETAILS
AD101	DEMOLITION PLAN
A101	FLOOR PLAN
A101A	COURT STRIPING PLAN
A111	REFLECTED CEILING PLAN
A120	FINISH SCHEDULE
A120	FINISH SCHEDULE
A411	ENLARGED PLANS, INTERIOR ELEVATIONS
A600	DOOR SCHEDULE & TYPES
A650	WINDOW TYPES & DETAILS
H001	HVAC SCHEDULES AND DETAILS
H101	LEVEL 1 - FLOOR - DEMOLITION
H201	LEVEL 1 - FLOOR PLAN - DUCTWORK
H502	OVERALL ROOF PLAN
IP100	FIRST FLOOR PLAN
P101	FIRST FLOOR PLAN, ISOMETRIC & SCHEDULE
E000	ELECTRICAL SYMBOLS AND ABBREVIATIONS
E101	LEVEL 1 - FLOOR PLAN - DEMO & LIGHTING
E102	LEVEL 1 - FLOOR PLAN - POWER & FIRE ALARM

PROJECT TEAM
ARCHITECT

GROTH Design Group
1201 North Corporate Park
Sheboygan, WI 53081
PH: (920) 871-8000
FX: (920) 871-8001

STRUCTURAL

CORSA ENGINEERING
1201 NORTH CORPORATE PARK
SHEBOYGAN, WI 53081

MECHANICAL

MSP PROFESSIONAL SERVICES
100 E. BRIMACOMBE STREET
MILWAUKEE, WI 53204

PLUMBING

LEONARDI GASTON
DOMINICK & ASSOCIATES
1000 W. WISCONSIN AVENUE
MILWAUKEE, WI 53233

ELECTRICAL

MSP PROFESSIONAL SERVICES
100 E. BRIMACOMBE STREET
MILWAUKEE, WI 53204



PROJECT
SHEBOYGAN
UPTOWN SOCIAL
PHASE II
REMODEL

1817 N. 8TH ST.
SHEBOYGAN, WI
53081

SHEBOYGAN UPTOWN SOCIAL

PHASE II REMODEL

1817 N. 8TH ST.
SHEBOYGAN, WI 53081



PROJECT INFO
0123.2024
Project No.
2102

SHEET TITLE
MAP SHEET INDEX/LOCATION
MAP

Item 36.

Sheboygan Uptown Social - Phase II Remodel (#8954585)

Owner: Sheboygan WI, City of

Solicitor: Sheboygan WI, City of

02/22/2024 10:00 AM CST

MIKE KOENIG CONSTRUCTION CO., INC.								
Section Title	Line Item	Item Code	Item Description	UofM	Quantity	Unit Price	Extension	
	1		1 All work identified in Contract Documents	LS	1	\$640,000.00	\$640,000.00	
Base Bid Total:								\$640,000.00

File Attachments for Item:

37. R. C. No. 232-23-24 by Finance and Personnel Committee to whom was referred R. O. No. 124-23-24 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 February 2024 is being provided; recommends filing the document.

**CITY OF SHEBOYGAN
R. C. 232-23-24**

BY FINANCE AND PERSONNEL COMMITTEE.

APRIL 3, 2024.

Your Committee to whom was referred R. O. No. 124-23-24 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 February 2024 is being provided; recommends filing the document.

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. 124-23-24**

BY COMPTROLLER EVAN GROSSEN.

MARCH 18, 2024.

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 February 2024 is being provided.

Fund	Total Checks Issued
General (101)	\$1,485,221.54
Cable TV (211)	\$632.70
Public Safety Special Revenue (220)	\$80.83
MEG Unit (221)	\$2,800.11
Marina (231)	\$2,605.88
(250)	\$299,085.57
(253)	\$4,402.23
Library (255)	\$85,104.06
Community Development Block Grant (260)	\$52,948.76
Affordable Housing (261)	\$52.05
Redevelopment Authority (264)	\$4,588.00
Capital Improvements (400)	\$1,420,797.20
Tax Increment District 6 (406)	\$3,725.00
Tax Increment District 10 (410)	\$1,675.00
Tax Increment District 12 (412)	\$912.00
Tax Increment District 13 (413)	\$4,207.00
Tax Increment District 14 (414)	\$3,235.00
Tax Increment District 15 (415)	\$71,839.39
Tax Increment District 18 (418)	\$11,247.73
Wastewater (630)	\$374,858.62
Recycling (632)	\$9,860.00
(633)	\$1,508.22
Parking (650)	\$5,798.74
Transit (651)	\$64,841.51
Health Insurance (710)	\$122,155.46
Liability Insurance (711)	\$27,787.75
Workers Compensation (712)	\$2,295.85
Information Technology (713)	\$65,861.16
Motor Vehicle (730)	\$589,167.09
Tax Collections (880)	\$98,535.71
Total	\$4,817,830.16

AP Invoices										
2/1/2024 to 2/29/2024										
Department	Vendor Number	Vendor	Invoice	Invoice Date	Line Item Descr	Line item amount	Check date	Check Number	Org	Obj
CEMETERY	7091	JLJ SERVICES	1931	1/9/2024	BURIAL - ELIZABETH BOELDT	700.00	2/21/2024	4003	101	219035
CEMETERY	7091	JLJ SERVICES	1921	1/2/2024	BURIAL - RICHARD BENDER	700.00	2/21/2024	4003	101	219035
CEMETERY	7441	NEAT-N-CLEAN	2275	1/17/2024	2024 ESTIMATED CEMETERY SERVICES	148.00	2/7/2024	363000	101491	540210
					Total	\$1,548.00				
CITY ATTORNEY	12133	LEXIS-NEXIS	3094919755	1/31/2024	ACCT 422P53Z5L-JANUARY 2024 RESEARCH	230.00	2/21/2024	363136	101130	531100
CITY ATTORNEY	7399	MWH LAW GROUP LLP	31765	1/13/2024	OUTSIDE COUNSEL - CHAD PELISHEK V. CITY	9,775.00	2/7/2024	362998	711150	531100
CITY ATTORNEY	15179	OLSEN, KLOET,	2010135366	1/1/2024	OUTSIDE COUNSEL-R. MCGILLIS-MUNI COURT CONFLICT	187.50	2/7/2024	363001	711150	531500
CITY ATTORNEY	15179	OLSEN, KLOET,	2010135365	1/1/2024	OUTSIDE COUNSEL-ANDREA RICHMAN-MUNI COURT	62.50	2/7/2024	363001	711150	531500
CITY ATTORNEY	6912	ONE TIME VENDOR	2010135714	1/24/2024	WITNESS FEE - CITY V. ZOERNER	5.80	2/21/2024	363151	101130	531205
CITY ATTORNEY	6912	ONE TIME VENDOR	2010135739	1/24/2024	WITNESS FEE - CITY V. DEJESUS	5.40	2/21/2024	363152	101130	531205
CITY ATTORNEY	6912	ONE TIME VENDOR	2010135748	1/24/2024	J.BEEBE WITNESS FEE - CITY V. DEJESUS TRIAL	5.00	2/21/2024	363156	101130	531205
CITY ATTORNEY	6912	ONE TIME VENDOR	2010135756	1/24/2024	J.DRYER WITNESS FEE-CITY SHEBOYGAN V. DEJESUS	5.00	2/21/2024	363158	101130	531205
CITY ATTORNEY	6912	ONE TIME VENDOR	2010135713	1/24/2024	WITNESS FEE - CITY V. WALKER	5.00	2/21/2024	363153	101130	531205
CITY ATTORNEY	6223	SEIBEL LAW OFFICES	2023-	12/31/2023	OUTSIDE COUNSEL - WAL-MART V. CITY	375.00	2/7/2024	363011	711150	531100
CITY ATTORNEY	22148	THOMSON REUTERS -	849731725	2/1/2024	ACCT 1000616687. LIBRARY PLAN CHARGES-FEB.2024	486.12	2/21/2024	4029	101130	546105
					Total	\$11,142.32				
CITY DEVELOPMENT	7465	GANNETT WI LOCALIQ	0006089610	12/31/2023	ACCT #1012889 SHEB CITY DEVELOPMENT	58.08	2/21/2024	363120	101690	536150
CITY ATTORNEY	7011	JAMES IMAGING	15506	1/24/2024	ACCT # C035-006 DEV COPIER	296.38	2/21/2024	363128	101690	531100
CITY DEVELOPMENT	7011	JAMES IMAGING	15729	12/31/2023	ACCT # C035-001 DEV COPIER	280.35	2/21/2024	363128	101690	536110
CITY DEVELOPMENT	7011	JAMES IMAGING	15613	1/31/2024	ACCT # C035-001 BI COPIER	276.47	2/21/2024	363128	101240	563310
CITY DEVELOPMENT	10268	JERRY'S LAWN &	RDA 01/31/2024	2/1/2024	RDA PROPERTY MAINTENANCE -JAN 2024	2,090.00	2/21/2024	363130	264660	564200
CITY DEVELOPMENT	2199	M LAPLANT	1495	2/7/2024	DIS822 1644 MAIN AVE	9,027.50	2/21/2024	4012	260660	583305
CITY DEVELOPMENT	2199	M LAPLANT	CM1382	2/7/2024	DIS823 1018 LOS ANGELES AVE	(2,703.75)	2/21/2024	4012	260660	583305
CITY DEVELOPMENT	7073	NORTHSTAR TESTING	230-1477	1/18/2024	REDEVELOPMENT AUTHORITY 639 N. COMMERCE	2,498.00	2/7/2024	3953	264660	531100
					Total	\$11,823.03				
DEPT OF PUBLIC WORKS	22625	ALLIANT ENERGY	4316632	1/15/2024	ACCT1464922449 INDIANA & S 21ST ST	1,352.40	2/7/2024	362944	400300	641200
DEPT OF PUBLIC WORKS	1689	BEAUDRY ELECTRIC	87163	2/1/2024	FACILITIES - WESTIGHOUSE, SBDP	666.60	2/21/2024	363094	101160	550110
DEPT OF PUBLIC WORKS	1689	BEAUDRY ELECTRIC	87164	2/1/2024	FACILITIES - WESTINGHOUSE LIFE-LINE T, SBDP	352.41	2/21/2024	363094	101160	550110
DEPT OF PUBLIC WORKS	2368	BROOKS TRACTOR	M73197	1/29/2024	CUST# 17531700 YOKE/O RING/FREIGHT	489.31	2/7/2024	362953	730399	562210
DEPT OF PUBLIC WORKS	2375	CINTAS FIRST AID	4182525295	2/6/2024	CUST# FRIENDS OF THE SHEBOYGAN FIRST AID	166.29	2/21/2024	363104	101530	531100
DEPT OF PUBLIC WORKS	2375	CINTAS FIRST AID	5194712506	1/26/2024	CUST# 11266400 - SERVICE ACKNOWLEDGEMENT	149.28	2/7/2024	362957	630310	560256
DEPT OF PUBLIC WORKS	2375	CINTAS FIRST AID	5194712508	1/26/2024	CUST# 21385630 - SERVICE ACKNOWLEDGEMENT	100.71	2/7/2024	362957	101530	531100
DEPT OF PUBLIC WORKS	2375	CINTAS FIRST AID	5194712540	1/26/2024	CUST# 11266400 FIRST AID SUPPLIES & SERVICE	68.16	2/7/2024	362957	101160	531100
DEPT OF PUBLIC WORKS	2375	CINTAS FIRST AID	5193254515	1/17/2024	CUST# 15666645 FIRST AID SUPPLIES	36.46	2/7/2024	362957	101160	531100
DEPT OF PUBLIC WORKS	801	COMPASS MINERALS	1284989	1/19/2024	2024 ESTIMATED SALT PURCHASES	28,536.95	2/7/2024	3926	101331	540250
DEPT OF PUBLIC WORKS	801	COMPASS MINERALS	1286452	1/22/2024	2024 ESTIMATED SALT PURCHASES	14,941.23	2/7/2024	3926	101331	540250
DEPT OF PUBLIC WORKS	801	COMPASS MINERALS	1287659	1/23/2024	2024 ESTIMATED SALT PURCHASES	3,958.13	2/7/2024	3926	101331	540250
DEPT OF PUBLIC WORKS	9100	DAKOTA SUPPLY	103390356.001	1/26/2024	CUST# 49037 IMPACT WRENCH	398.00	2/7/2024	362960	101331	560258
DEPT OF PUBLIC WORKS	9100	DAKOTA SUPPLY	S103447951.001	1/31/2024	CUST# 49037 PADLOCK DUFFEL BAG KT	275.39	2/21/2024	363109	101160	560255
DEPT OF PUBLIC WORKS	9100	DAKOTA SUPPLY	S103443119.001	1/26/2024	CUST# 49037 HYD DRL DRVR M18 TOOL	148.85	2/7/2024	362960	101160	550110
DEPT OF PUBLIC WORKS	9100	DAKOTA SUPPLY	S103305592.002	1/17/2024	CUST# 49037 - APEX 96746 WR FLEX COMB RAT 90T	83.07	2/7/2024	362960	101331	560258
DEPT OF PUBLIC WORKS	9100	DAKOTA SUPPLY	S103441596.001	1/26/2024	CUST# 49037 BELTS	37.37	2/7/2024	362960	101160	550110
DEPT OF PUBLIC WORKS	9100	DAKOTA SUPPLY	S103451758.001	2/1/2024	CUST# 49037 PVC	26.27	2/21/2024	363109	101160	550110
DEPT OF PUBLIC WORKS	9100	DAKOTA SUPPLY	S103457541.001	2/1/2024	CUST# 49037 BLU LEAD DET QT	21.84	2/21/2024	363109	101160	550110
DEPT OF PUBLIC WORKS	9100	DAKOTA SUPPLY	S103416268.001	1/17/2024		9.98	2/7/2024	362960	101160	550110
DEPT OF PUBLIC WORKS	9100	DAKOTA SUPPLY	S103446685.001	1/29/2024	CUST# 49037 SWMVEL	7.57	2/7/2024	362960	101160	550110
DEPT OF PUBLIC WORKS	4155	DECKER SUPPLY CO.	928637	1/26/2024	ACCT# SHEBOGCW - BARR BD PLASTIC 24" X 8"	2,463.00	2/7/2024	362961	101331	540290
DEPT OF PUBLIC WORKS	4617	EXCEL	11155	1/31/2024	2024 ESTIMATED LOCATING FEES	3,084.85	2/21/2024	3994	630310	531317
DEPT OF PUBLIC WORKS	5648	FASTENAL COMPANY	WISHE345549	2/7/2024	CUST# WISHE0157 - 14-20X1 1/4S/HCS	56.71	2/21/2024	3995	101331	540290
DEPT OF PUBLIC WORKS	5648	FASTENAL COMPANY	WISHE345075	1/17/2024	CUST# WISHE0157 PARTS	21.48	2/7/2024	3934	101331	540270
DEPT OF PUBLIC WORKS	3192	FIFTHCOLOR	DPWD118	1/18/2024	DPM WEBSITE UPDATE PAGE CONTENT & PARKS PAGE	9,860.00	2/7/2024	3935	632663	531100
DEPT OF PUBLIC WORKS	7985	GROTH DESIGN	10800	1/15/2024	SHEBOYGAN SAC - PHASE II (PO 310296 CONT)	1,989.40	2/7/2024	362975	400500	631100
DEPT OF PUBLIC WORKS	4995	GT GRAPHICS OF	42718	1/22/2024	EMPLOYEE HANDBOOK - SPIRAL BOUND	802.25	2/7/2024	3938	101310	536125
DEPT OF PUBLIC WORKS	4995	GT GRAPHICS OF	42731	1/22/2024	2024 CALENDAR NOTEPADS-25 PADS - 50 SHEETS PER	271.22	2/7/2024	3938	101310	540100
DEPT OF PUBLIC WORKS	10182	J&H CONTROLS	10000025505	1/18/2024	2024 ESTIMATED MAINT SERVICE AGRMNT MSB &	472.00	2/7/2024	3940	101160	531100
DEPT OF PUBLIC WORKS	10182	J&H CONTROLS	10000025506	1/18/2024	2024 ESTIMATED MAINT SERVICE AGRMNT MSB &	338.00	2/7/2024	3940	101160	531100
DEPT OF PUBLIC WORKS	10181	J.F. AHERN	630338	1/30/2024	REPLACE SPRINKLER HEAD SPD/LABOR & MATERIAL	883.50	2/21/2024	4002	101210	550110
DEPT OF PUBLIC WORKS	1439	KUNDINGER FLUID	50779136	2/2/2024	CUST# 101955 - T-BOLT CLAMP	53.52	2/21/2024	4009	101331	560255
DEPT OF PUBLIC WORKS	1439	KUNDINGER FLUID	50777920	1/25/2024	CUST# 101955 COUPLER/ADAPTER/MENDER	53.17	2/7/2024	3946	101331	560255
DEPT OF PUBLIC WORKS	1439	KUNDINGER FLUID	50779135	2/2/2024	CUST# 101955 - 1/2 HHP-SS HOLLOW HEX PIPE PLUG	44.95	2/21/2024	4009	101331	560255
DEPT OF PUBLIC WORKS	1439	KUNDINGER FLUID	50777967	1/25/2024	CUST# 101955 BOLT CLAMP	36.12	2/7/2024	3946	101331	560255
DEPT OF PUBLIC WORKS	1439	KUNDINGER FLUID	50779344	2/5/2024	CUST# 101955 - 2 5/8 ID T BOLT CLAMP	(18.06)	2/21/2024	4009	101331	560255
DEPT OF PUBLIC WORKS	2791	MURRAY & TRETTEL,	1123-84	10/31/2023	STREETS - GOLD SNOW AND ICE STORM WARNING	3,675.00	2/13/2024	363058	101331	531100
DEPT OF PUBLIC WORKS	16228	POMP'S TIRE SERVICE	70134380	1/25/2024	CUST# 459313 - PSR SCRAP DISPOSAL FEE	228.00	2/7/2024	363005	101362	533215
DEPT OF PUBLIC WORKS	16715	PROFESSIONAL DOOR	118321	1/20/2024	MATERIAL & LABOR ADJUSTED & LUBRICATED DOOR	162.00	2/7/2024	3955	101160	550110
DEPT OF PUBLIC WORKS	16715	PROFESSIONAL DOOR	118322	1/20/2024	OVERHEAD FX2 TRANSMITTER	75.00	2/7/2024	3955	101160	550110
DEPT OF PUBLIC WORKS	18458	SERENITY FARM	24-1090	2/2/2024	2024 RESIDENTIAL RECYCLING CENTER MONTHLY	1,275.00	2/21/2024	4023	101362	533125
DEPT OF PUBLIC WORKS	19325	SHEBOYGAN WATER	3251	1/31/2024	CUST# 999-246-00-00 DIGGERS HOTLINE	3,203.20	2/21/2024	363174	630310	531317
DEPT OF PUBLIC WORKS	7157	SMITHEREEN PEST	3271606	1/26/2024	2024 PEST CONTROL FOR MSB & CITY HALL	85.00	2/7/2024	3960	101160	531100
DEPT OF PUBLIC WORKS	17980	ST. NICHOLAS	26124	1/31/2024	2024 ESTIMATED PREVEA DRUG SCREENING	38.00	2/21/2024	363178	101310	531100
DEPT OF PUBLIC WORKS	7463	TRC	630242	1/16/2024	GEOTECHNICAL INVESTIGATION OF SOUTHPOINTE	11,247.73	2/7/2024	3963	418660	531100
DEPT OF PUBLIC WORKS	6917	UNIFIRST	1481011106	2/6/2024	2024 ESTIMATE SERVICES	64.94	2/21/2024	363185	730399	531100
DEPT OF PUBLIC WORKS	6917	UNIFIRST	1481010733	1/30/2024	2024 ESTIMATE SERVICES	62.68	2/21/2024	363185	730399	531100
DEPT OF PUBLIC WORKS	6917	UNIFIRST	1481010320	1/23/2024	2024 ESTIMATE SERVICES	60.91	2/7/2024	363027	730399	531100
DEPT OF PUBLIC WORKS	6917	UNIFIRST	1481009955	1/16/2024	CUST#16666514 MVD 2024 SERVICES	60.48	2/7/2024	363027	730399	531100
DEPT OF PUBLIC WORKS	6917	UNIFIRST	14881010732	1/30/2024	2024 ESTIMATE SERVICES	48.76	2/21/2024	363185	730399	531100
DEPT OF PUBLIC WORKS	6917	UNIFIRST	1481009954	1/16/2024	2024 ESTIMATE SERVICES	46.65	2/7/2024	363027	730399	531100
DEPT OF PUBLIC WORKS	6917	UNIFIRST	1481010319	1/23/2024	2024 ESTIMATE SERVICES	35.45	2/7/2024	363027	730399	531100
DEPT OF PUBLIC WORKS	6917	UNIFIRST	1481009959	1/16/2024	2024 ESTIMATE SERVICES	32.79	2/7/2024	363027	730399	531100
DEPT OF PUBLIC WORKS	2443	VANDERVART	205524	2/7/2024	CUST# 074500 - HANDLE REPLACEMENT EDGER CORK	105.00	2/21/2024	363188	101331	560255
DEPT OF PUBLIC WORKS	21841	WAGNER	28959	1/31/2024	JANUARY 2024 TRUCK TIME	6,270.00	2/21/2024	363191	101331	531100
DEPT OF PUBLIC WORKS	21841	WAGNER	28942	1/31/2024	JANUARY 2024 SNOW PLOWING	4,226.76	2/21/2024	363191	101331	531100
DEPT OF PUBLIC WORKS	3560	ZORN COMPRESSOR	417824-00							

AP Invoices										
2/1/2024 to 2/29/2024										
Department	Vendor Number	Vendor	Invoice	Invoice Date	Line Item Descr	Line item amount	Check date	Check Number	Org	Obj
FINANCE ACCOUNTING	22625	ALLIANT ENERGY	01242024-	1/24/2024	JAN BILLING-ACCT #1766730000	1,578.42	2/15/2024	363392	101520	555100
FINANCE ACCOUNTING	22625	ALLIANT ENERGY	01242024-BOAT	1/24/2024	JAN BILLING-ACCT #8484600000	1,508.22	2/15/2024	363389	633540	555100
FINANCE ACCOUNTING	22625	ALLIANT ENERGY	01262024-	1/26/2024	JANBILLING-ACCT #2916081582	1,222.60	2/20/2024	363400	101331	555100
FINANCE ACCOUNTING	22625	ALLIANT ENERGY	01292024-SENIOR	1/29/2024	JAN BILLING-ACCT #0632950000	761.02	2/21/2024	363409	101160	555100
FINANCE ACCOUNTING	22625	ALLIANT ENERGY	01242024-PARKS2	1/24/2024	JAN BILLING-ACCT #8540810000	504.49	2/15/2024	363387	101520	555111
FINANCE ACCOUNTING	22625	ALLIANT ENERGY	01242024-	1/24/2024	JANBILLING-ACCT #6703559747	304.89	2/15/2024	363388	101344	555100
FINANCE ACCOUNTING	22625	ALLIANT ENERGY	01242024-	1/24/2024	JAN BILLING-ACCT #8783930000	274.09	2/15/2024	363386	6503451	555101
FINANCE ACCOUNTING	22625	ALLIANT ENERGY	01242024-	1/24/2024	JAN BILLING-ACCT #8783930000	78.26	2/15/2024	363386	6503452	555101
FINANCE ACCOUNTING	22625	ALLIANT ENERGY	01242024-	1/24/2024	JAN BILLING-ACCT #1766730000	73.70	2/15/2024	363392	101491	555100
FINANCE ACCOUNTING	22625	ALLIANT ENERGY	01242024-	1/24/2024	JAN BILLING-ACCT #1766730000	69.94	2/15/2024	363392	101520	555111
FINANCE ACCOUNTING	22625	ALLIANT ENERGY	02122024	2/12/2024	JAN & FEB BILLING-ACCT #0089710000 639 N COMMERCE	52.05	2/21/2024	363086	261660	621100
FINANCE ACCOUNTING	22625	ALLIANT ENERGY	01242024-	1/24/2024	JAN BILLING-ACCT #8783930000	43.09	2/15/2024	363386	650345	555101
FINANCE ACCOUNTING	22625	ALLIANT ENERGY	01242024-	1/24/2024	JAN BILLING-ACCT #8783930000	33.30	2/15/2024	363386	6503454	555101
FINANCE ACCOUNTING	22625	ALLIANT ENERGY	01242024-CIVIL	1/24/2024	JAN BILLING-ACCT #4891900000	26.10	2/15/2024	363391	101290	555100
FINANCE ACCOUNTING	22625	ALLIANT ENERGY	01242024-VWTFP2	1/24/2024	JAN BILLING-ACCT #0355300000	21.00	2/15/2024	363395	630361	555100
FINANCE ACCOUNTING	22625	ALLIANT ENERGY	01262024-	1/26/2024	JANBILLING-ACCT #2916081582	13.68	2/20/2024	363400	101520	555100
FINANCE ACCOUNTING	22625	ALLIANT ENERGY	01242024-PARKS1	1/24/2024	JAN BILLING-ACCT #1304920000	3.13	2/15/2024	363393	101342	555100
FINANCE ACCOUNTING	6739	AMAZON CAPITAL	1YLT-1KPL-LGK7	1/7/2024	ACCTO #A2JXVCVZU4549M OFFICE SUPPLIES	599.00	2/21/2024	3971	255511	550110
FINANCE ACCOUNTING	6739	AMAZON CAPITAL	1KPJ-MLVD-1NYF	1/3/2024	ACCTO #A2JXVCVZU4549M OFFICE SUPPLIES	401.25	2/7/2024	3920	255511	540100
FINANCE ACCOUNTING	6739	AMAZON CAPITAL	19XJ-43F9-9JKJ	1/9/2024	ACCTO #A2JXVCVZU4549M BUILDING MAINTENANCE	306.78	2/21/2024	3971	255511	550110
FINANCE ACCOUNTING	6739	AMAZON CAPITAL	1QX7-79G6-39XP	1/8/2024	ACCTO #A2JXVCVZU4549M PROGRAM SERVICES	272.28	2/21/2024	3971	255511	531800
FINANCE ACCOUNTING	6739	AMAZON CAPITAL	1DG4-L1NM-1WLW	1/31/2024	ACCTO #A2JXVCVZU4549M BUILDING MAINT	259.98	2/21/2024	3971	255511	550110
FINANCE ACCOUNTING	6739	AMAZON CAPITAL	19XW-F7Q6-MDRY	1/7/2024	ACCTO #A2JXVCVZU4549M BLDG MAINT	217.53	2/21/2024	3971	255511	550110
FINANCE ACCOUNTING	6739	AMAZON CAPITAL	13KJ-XNPL-7GM6	1/30/2024	ACCT #A2JXVCVZU4549M MATERIAL PURCHASE	208.98	2/21/2024	3971	255511	548002
FINANCE ACCOUNTING	6739	AMAZON CAPITAL	1M4K-33L7-YFYG	1/19/2024	ACCT #A2JXVCVZU4549M BLDG MAINT	176.88	2/7/2024	3920	255511	550110
FINANCE ACCOUNTING	6739	AMAZON CAPITAL	1QFG-7NLR-YQ4M	2/4/2024	ACCT #A2JXVCVZU4549M OFFICE SUPPLIES	140.91	2/21/2024	3971	255511	540100
FINANCE ACCOUNTING	6739	AMAZON CAPITAL	19LK-4K7F-NR76	1/11/2024	ACCTO #A2JXVCVZU4549M	126.00	2/21/2024	3971	255511	550110
FINANCE ACCOUNTING	6739	AMAZON CAPITAL	1Q3F-GTWP-NQRF	2/2/2024	ACCT #A2JXVCVZU4549M -PROGRAM EXPENSE	108.57	2/21/2024	3971	255511	548001
FINANCE ACCOUNTING	6739	AMAZON CAPITAL	1HCF-YTDE-1P1N	1/8/2024	ACCTO #A2JXVCVZU4549M OFFICE SUPPLIES	107.18	2/7/2024	3971	255511	540100
FINANCE ACCOUNTING	6739	AMAZON CAPITAL	1NLH-H4HF-F6H6	1/20/2024	ACCT #A2JXVCVZU4549M PROGRAMMING	95.96	2/21/2024	3920	255511	548003
FINANCE ACCOUNTING	6739	AMAZON CAPITAL	1H6C-WCGH-	2/2/2024	ACCT #A2JXVCVZU4549M MATERIAL PURCHASE	94.49	2/21/2024	3971	255511	548002
FINANCE ACCOUNTING	6739	AMAZON CAPITAL	16MP-KPGF-Y3DN	1/18/2024	ACCTO #A2JXVCVZU4549M MATERIALS	79.95	2/7/2024	3920	255511	548002
FINANCE ACCOUNTING	6739	AMAZON CAPITAL	1CPY-QQG1-6YPX	1/17/2024	ACCTO #A2JXVCVZU4549M	59.99	2/7/2024	3920	255511	548002
FINANCE ACCOUNTING	6739	AMAZON CAPITAL	1DLJ-WXW3-4YCY	1/9/2024	ACCTO #A2JXVCVZU4549M PROGRAM SERVICES	58.86	2/21/2024	3971	255511	531800
FINANCE ACCOUNTING	6739	AMAZON CAPITAL	1FQC-W9C3-K7HG	1/31/2024	ACCTO #A2JXVCVZU4549M MATERIAL SUPPLIES	54.10	2/21/2024	3971	255511	548002
FINANCE ACCOUNTING	6739	AMAZON CAPITAL	1VCY-4QCL-1DQ3	1/8/2024	ACCTO #A2JXVCVZU4549M OFFICE SUPPLIES	52.39	2/21/2024	3971	255511	540100
FINANCE ACCOUNTING	6739	AMAZON CAPITAL	1CMT-HLJ1-3M3Q	1/23/2024	VIDEO GAME-ACCT #A2JXVCVZU4549M	49.94	2/7/2024	3920	255511	548002
FINANCE ACCOUNTING	6739	AMAZON CAPITAL	1YLT-1KPL-LGK7	1/7/2024	ACCTO #A2JXVCVZU4549M OFFICE SUPPLIES	47.32	2/21/2024	3971	255511	550110
FINANCE ACCOUNTING	6739	AMAZON CAPITAL	1RJL-LNK4-KXTX	1/18/2024	OFFICE SUPPLIES	46.38	2/7/2024	3920	255511	540100
FINANCE ACCOUNTING	6739	AMAZON CAPITAL	13GN-XPCV-MLH4	1/25/2024	OFFICE SUPPLIES-MLP	36.33	2/7/2024	3920	255511	540100
FINANCE ACCOUNTING	6739	AMAZON CAPITAL	164L-M3PK-3HR1	1/22/2024	ACCT #A2JXVCVZU4549M OFFICE SUPPLIES	35.99	2/7/2024	3920	255511	540100
FINANCE ACCOUNTING	6739	AMAZON CAPITAL	1K9P-D4QW-1NT7	1/18/2024	ACCT #A2JXVCVZU4549M PROGRAMMING	33.83	2/7/2024	3920	255511	548003
FINANCE ACCOUNTING	6739	AMAZON CAPITAL	161D-QKPT-MTTV	1/11/2024	ACCTO #A2JXVCVZU4549M MATERIALS	32.96	2/21/2024	3971	255511	548002
FINANCE ACCOUNTING	6739	AMAZON CAPITAL	17NJ-HMNR-XQCL	1/11/2024	ACCTO #A2JXVCVZU4549M OFFICE SUPPLIES	32.63	2/7/2024	3920	255511	540100
FINANCE ACCOUNTING	6739	AMAZON CAPITAL	1M4K-33L7-YFYG	1/19/2024	ACCT #A2JXVCVZU4549M BLDG MAINT	32.00	2/7/2024	3920	255511	540222
FINANCE ACCOUNTING	6739	AMAZON CAPITAL	1NKY-MDJF-3NNN	1/8/2024	ACCTO #A2JXVCVZU4549M OFFICE SUPPLIES	30.11	2/21/2024	3971	255511	540100
FINANCE ACCOUNTING	6739	AMAZON CAPITAL	1YLT-1KPL-LGK7	1/7/2024	ACCTO #A2JXVCVZU4549M OFFICE SUPPLIES	29.25	2/21/2024	3971	255511	540100
FINANCE ACCOUNTING	6739	AMAZON CAPITAL	1CKT-VN7N-7VP4	1/5/2024	ACCTO #A2JXVCVZU4549M PROGRAM SERVICES	27.33	2/21/2024	3971	255511	531800
FINANCE ACCOUNTING	6739	AMAZON CAPITAL	1MV1-MH6W-17CD	1/29/2024	ACCT #A2JXVCVZU4549M OFFICE SUPPLIES	23.17	2/21/2024	3971	255511	548001
FINANCE ACCOUNTING	6739	AMAZON CAPITAL	1HNP-FC11-1GGM	1/8/2024	ACCTO #A2JXVCVZU4549M PROGRAM SERVICES	21.89	2/21/2024	3971	255511	531800
FINANCE ACCOUNTING	6739	AMAZON CAPITAL	1TMV-1TTV-6FL9	1/19/2024	ACCT #A2JXVCVZU4549M PROGRAMMING	19.99	2/7/2024	3920	255511	548003
FINANCE ACCOUNTING	6739	AMAZON CAPITAL	1WVQ-7XTH-QWX9	1/26/2024	VALENTINE STICKERS	15.96	2/7/2024	3920	255511	531800
FINANCE ACCOUNTING	6739	AMAZON CAPITAL	144M-XMLE-MK4M	1/25/2024	ACCT #A2JXVCVZU4549M	13.37	2/7/2024	3920	255511	548002
FINANCE ACCOUNTING	6739	AMAZON CAPITAL	1PGM-LMTP-3M47	1/23/2024	SUPPLIES-ACCT #A2JXVCVZU4549M	10.99	2/7/2024	3920	255511	540100
FINANCE ACCOUNTING	6739	AMAZON CAPITAL	1Q3Q-XXRG-3MP1	1/8/2024	ACCTO #A2JXVCVZU4549M OFFICE SUPPLIES	10.99	2/21/2024	3971	255511	540100
FINANCE ACCOUNTING	6739	AMAZON CAPITAL	1PH6-KLJX-9FCQ	1/9/2024	ACCTO #A2JXVCVZU4549M PROGRAM SERVICES	8.88	2/21/2024	3971	255511	531800
FINANCE ACCOUNTING	862	AT&T	920Z83010001-	1/25/2024	JAN BILLING-ACCT #920 283-0100 046 3	450.95	2/7/2024	362948	101210	555120
FINANCE ACCOUNTING	862	AT&T	920Z83010001-	1/25/2024	JAN BILLING-ACCT #920 283-0100 046 3	375.79	2/7/2024	362948	630361	555120
FINANCE ACCOUNTING	900009	AT&T	920Z83020001JAN	1/25/2024	ACCT#920283-0200 109 8 TELEPHONE EXPENSE	152.25	2/21/2024	363088	255511	555120
FINANCE ACCOUNTING	862	AT&T	920Z83010001-	1/25/2024	JAN BILLING-ACCT #920 283-0100 046 3	85.90	2/7/2024	362948	101999	589901
FINANCE ACCOUNTING	862	AT&T	920Z83010001-	1/25/2024	JAN BILLING-ACCT #920 283-0100 046 3	85.90	2/7/2024	362948	713170	555120
FINANCE ACCOUNTING	862	AT&T	920Z83010001-	1/25/2024	JAN BILLING-ACCT #920 283-0100 046 3	53.68	2/7/2024	362948	231354	555120
FINANCE ACCOUNTING	862	AT&T	920Z83000101-	1/25/2024	JAN PHONE BILLING-ACCT #920 283-0001 217 0	38.05	2/7/2024	362948	101210	555120
FINANCE ACCOUNTING	862	AT&T	920Z83000101-	1/25/2024	JAN PHONE BILLING-ACCT #920 283-0001 217 0	31.71	2/7/2024	362948	630361	555120
FINANCE ACCOUNTING	862	AT&T	920Z83010001-	1/25/2024	JAN BILLING-ACCT #920 283-0100 046 3	21.47	2/7/2024	362948	651352	555120
FINANCE ACCOUNTING	862	AT&T	920Z83000101-	1/25/2024	JAN PHONE BILLING-ACCT #920 283-0001 217 0	7.25	2/7/2024	362948	101999	589901
FINANCE ACCOUNTING	862	AT&T	920Z83000101-	1/25/2024	JAN PHONE BILLING-ACCT #920 283-0001 217 0	7.25	2/7/2024	362948	713170	555120
FINANCE ACCOUNTING	862	AT&T	920Z83000101-	1/25/2024	JAN PHONE BILLING-ACCT #920 283-0001 217 0	4.53	2/7/2024	362948	231354	555120
FINANCE ACCOUNTING	862	AT&T	920Z83000101-	1/25/2024	JAN PHONE BILLING-ACCT #920 283-0001 217 0	1.81	2/7/2024	362948	651352	555120
FINANCE ACCOUNTING	158	AT&T MOBILITY	X01152024	1/7/2024	JANUARY BILLING-ACCT #287322521453	827.19	2/7/2024	362949	713170	555120
FINANCE ACCOUNTING	158	AT&T MOBILITY	X01152024	1/7/2024	JANUARY BILLING-ACCT #287322521453	790.70	2/7/2024	362949	101537	555120
FINANCE ACCOUNTING	158	AT&T MOBILITY	X01152024	1/7/2024	JANUARY BILLING-ACCT #287322521453	469.34	2/7/2024	362949	101144	555120
FINANCE ACCOUNTING	158	AT&T MOBILITY	X01152024	1/7/2024	JANUARY BILLING-ACCT #287322521453	209.94	2/7/2024	362949	101240	555120
FINANCE ACCOUNTING	158	AT&T MOBILITY	X01152024	1/7/2024	JANUARY BILLING-ACCT #287322521453	107.95	2/7/2024	362949	101130	555120
FINANCE ACCOUNTING	158	AT&T MOBILITY	X01152024	1/7/2024	JANUARY BILLING-ACCT #287322521453	67.92	2/7/2024	362949	101140	555120
FINANCE ACCOUNTING	158	AT&T MOBILITY	X01152024	1/7/2024	JANUARY BILLING-ACCT #287322521453	38.59	2/7/2024	362949	101141	555120
FINANCE ACCOUNTING	158	AT&T MOBILITY	X01152024	1/7/2024	JANUARY BILLING-ACCT #287322521453	33.49	2/7/2024	362949	101331	540290
FINANCE ACCOUNTING	7416	BADGER CDL LLC	1138	12/11/2023	CLASS A ACCELERATED CDL PROGRAM	3,875.00	2/21/2024	3973	630310	560256
FINANCE ACCOUNTING	7143	BAKER TILLY US LLP	BT2664514	1/29/2024	PROGRESS BILLING 2023 YE AUDIT & TID C/OUT AUDIT	7,611.00	2/7/2024	3921	101150	531100
FINANCE ACCOUNTING	7143	BAKER TILLY US LLP	BT2664514	1/29/2024	PROGRESS BILLING 2023 YE AUDIT & TID C/OUT AUDIT	4,207.00	2/7/2024	3921	413660	531500
FINANCE ACCOUNTING	7143	BAKER TILLY US LLP	BT2664514	1/29/2024	PROGRESS BILLING 2023 YE AUDIT & TID C/OUT AUDIT	3,725.00	2/7/2024	3921	406660	531500
FINANCE ACCOUNTING	7143	BAKER TILLY US LLP	BT2664514	1/29/2024	PROGRESS BILLING 2023 YE AUDIT & TID C/OUT AUDIT	3,235.00	2/7/2024	3921	414660	531500
FINANCE ACCOUNTING	7143	BAKER TILLY US LLP	BT2664514	1/29/2024	PROGRESS BILLING 2023 YE AUDIT & TID C/OUT AUDIT	2,047.00	2/7/2024	3921	415660	531500
FINANCE ACCOUNTING	7143	BAKER TILLY US LLP	BT2664514	1/29/2024	PROGRESS BILLING 2023 YE AUDIT & TID C/OUT AUDIT	1,675.00	2/7/2024	3921	410660	531500
FINANCE ACCOUNTING	6945	BENEVATE INC	12030	2/9/2024	IDIS ACTIVITY #838	14,832.00	2/21/2024	3976	260660	531500
FINANCE ACCOUNTING	3644	BIBLIOTHECA, LLC	INV-US72056	1/11/2024	CUST #C00018					

AP Invoices										
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Department	Vendor Number	Vendor	Invoice	Invoice Date	Line Item Descr	Line item amount	Check date	Check Number	Org	Obj
FINANCE ACCOUNTING	4404	CHARTER	170696901012124	1/21/2024	JAN BILLING-ACCT #170696901	674.00	2/7/2024	362956 630361		555100
FINANCE ACCOUNTING	4404	CHARTER	170696901012124	1/21/2024	JAN BILLING-ACCT #170696901	592.00	2/7/2024	362956 713170		555120
FINANCE ACCOUNTING	4404	CHARTER	170696901012124	1/21/2024	JAN BILLING-ACCT #170696901	163.74	2/7/2024	362956 101310		540100
FINANCE ACCOUNTING	4404	CHARTER	170696901012124	1/21/2024	JAN BILLING-ACCT #170696901	144.12	2/7/2024	362956 101210		540260
FINANCE ACCOUNTING	4404	CHARTER	170696901012124	1/21/2024	JAN BILLING-ACCT #170696901	139.98	2/7/2024	362956 101520		560257
FINANCE ACCOUNTING	4404	CHARTER	170696901012124	1/21/2024	JAN BILLING-ACCT #170696901	129.98	2/7/2024	362956 630361		555135
FINANCE ACCOUNTING	4404	CHARTER	170696901012124	1/21/2024	JAN BILLING-ACCT #170696901	129.98	2/7/2024	362956 630361		555135
FINANCE ACCOUNTING	4404	CHARTER	170696901012124	1/21/2024	JAN BILLING-ACCT #170696901	129.98	2/7/2024	362956 630361		555135
FINANCE ACCOUNTING	4404	CHARTER	170696901012124	1/21/2024	JAN BILLING-ACCT #170696901	129.98	2/7/2024	362956 221210		555120
FINANCE ACCOUNTING	4404	CHARTER	170696901012124	1/21/2024	JAN BILLING-ACCT #170696901	91.17	2/7/2024	362956 211519		555120
FINANCE ACCOUNTING	2375	CINTAS FIRST AID	5178612601	10/6/2023	FIRST AID SUPPLIES	87.37	2/21/2024	363103 101160		531100
FINANCE ACCOUNTING	460	CITY OF PLYMOUTH	T#10849-2023	2/14/2024	2023 PERSONAL PROP TAX P#59281950279P	178.63	2/15/2024	363059 880		211000
FINANCE ACCOUNTING	2665	COMPLETE OFFICE	636262	1/29/2024	OFFICE SUPPLIES-FINANCE DEPT	157.33	2/21/2024	3980 101150		540100
FINANCE ACCOUNTING	2665	COMPLETE OFFICE	624596	1/11/2024	OFFICE SUPPLIES-ASSESSORS OFFICE	79.00	2/7/2024	3927 101155		540100
FINANCE ACCOUNTING	2182	CONTINENTAL 194	02192024	2/19/2024	TID15 INCENTIVE-PICK N SAVE	69,792.39	2/21/2024	363106 415660		531212
FINANCE ACCOUNTING	2982	CORELOGIC TAX SERV	T#10787-2023	2/14/2024	2023 TAX REF P#59281701720	2,174.16	2/15/2024	363060 880		211000
FINANCE ACCOUNTING	2982	CORELOGIC TAX SERV	T#10757-2023	2/14/2024	2023 TAX REF P#59281621930	1,128.98	2/15/2024	363061 880		211000
FINANCE ACCOUNTING	2982	CORELOGIC TAX SERV	T#10771-2023	2/14/2024	2023 TAX REF P#59281213105	921.72	2/15/2024	363061 880		211000
FINANCE ACCOUNTING	3653	COTTINGHAM &	324750	9/12/2023	MARKET ANALYSIS-VICTIM SERVICES SPECIALIST	350.00	2/21/2024	3982 101144		531100
FINANCE ACCOUNTING	6343	CXTEC, INC.	7213902	11/10/2023	ARUBA CONTROLLERS, LICENSING & SOFTWARE	2,288.94	2/7/2024	3927 713170		560255
FINANCE ACCOUNTING	7458	D-TECH	2711	1/16/2024	WRAPPING FOR HOLID LOCKERS	3,250.00	2/21/2024	363108 255511		631200
FINANCE ACCOUNTING	9100	DAKOTA SUPPLY	s103377937.001	1/3/2024	ACCTT 48063 BLDG MAINT	1,020.19	2/21/2024	363380 710		550110
FINANCE ACCOUNTING	9100	DAKOTA SUPPLY	S103354650.003	1/23/2024	BUILDING MAINT-CUST #48063	448.56	2/7/2024	362960 255511		550110
FINANCE ACCOUNTING	9100	DAKOTA SUPPLY	S103354650.001	1/3/2024	ACCOUNT 48063 BLDG MAINT	285.10	2/21/2024	363109 255511		550110
FINANCE ACCOUNTING	9100	DAKOTA SUPPLY	S103378119.001	1/5/2024	CUST #48063 BLD MAINTENANCE	60.20	2/21/2024	363109 255511		550110
FINANCE ACCOUNTING	6984	DELTA DENTAL	763959	2/5/2024	CLAIM PAYMENTS 2/1-2/7/2024	11,714.23	2/7/2024	363379 710144		537700
FINANCE ACCOUNTING	6984	DELTA DENTAL	771409	2/19/2024	CLAIMPAYMENTS FOR 2/15-2/21/24	8,091.45	2/21/2024	363412 710144		537700
FINANCE ACCOUNTING	6984	DELTA DENTAL	765227	2/12/2024	CLAIM PAYMENTS FOR 2/8-2/14/2024	5,702.00	2/12/2024	363384 710144		537700
FINANCE ACCOUNTING	6984	DELTA DENTAL	772671	2/26/2024	CLAIM PAYMENTS FOR 2/22-2/28/24 & FEB ADMIN FEES	3,093.40	2/28/2024	363415 710144		537700
FINANCE ACCOUNTING	6984	DELTA DENTAL	772671	2/26/2024	CLAIM PAYMENTS FOR 2/22-2/28/24 & FEB ADMIN FEES	1,513.02	2/28/2024	363415 710144		531500
FINANCE ACCOUNTING	834	DIVERSIFIED BENEFIT	02212024-FSA1	2/20/2024	FSA REIMBURSEMENT	2,091.40	2/21/2024	363405 710		215900
FINANCE ACCOUNTING	834	DIVERSIFIED BENEFIT	02072024-FSA	2/7/2024	FSA REIMBURSEMENT	815.00	2/7/2024	363380 710		215900
FINANCE ACCOUNTING	834	DIVERSIFIED BENEFIT	02272024-FSA	2/27/2024	FSA REIMBURSEMENT	495.34	2/27/2024	363413 710		215900
FINANCE ACCOUNTING	834	DIVERSIFIED BENEFIT	02282024-FSA	2/28/2024	FSA REIMBURSEMENT	321.50	2/28/2024	363414 710		215900
FINANCE ACCOUNTING	834	DIVERSIFIED BENEFIT	02062024	2/6/2024	FSA REIMBURSEMENT	88.20	2/6/2024	363376 710		215900
FINANCE ACCOUNTING	834	DIVERSIFIED BENEFIT	7309017	2/14/2024	FSA REIMBURSEMENT	60.00	2/14/2024	363385 710		215900
FINANCE ACCOUNTING	834	DIVERSIFIED BENEFIT	022124-FSA2	2/20/2024	FSA REIMBURSEMENT	58.62	2/21/2024	363406 710		215900
FINANCE ACCOUNTING	834	DIVERSIFIED BENEFIT	02132024-FSA	2/13/2024	FSA REIMBURSEMENT	30.00	2/13/2024	363383 710		215900
FINANCE ACCOUNTING	798	EAGLE FLIGHT	14438	2/13/2024	CHECK STOCK-FINANCE DEPT	193.35	2/21/2024	3989 101150		540100
FINANCE ACCOUNTING	142	EHLERS & ASSOC.	02092024-EG	2/8/2024	2024 WI PUBLIC FINANCE SEMINAR	200.00	2/21/2024	363111 101150		536125
FINANCE ACCOUNTING	7155	ENGBERG	21339601-1	1/31/2024	ACCT #213396-01 COST ESTIMATES	1,593.75	2/21/2024	363112 255511		631200
FINANCE ACCOUNTING	7155	ENGBERG	21339601-2	12/31/2023	LIBRARY LOCKERS-PROJECT #213396-01	1,493.71	2/7/2024	362966 255511		631200
FINANCE ACCOUNTING	7487	EQUIPMENT DEPOT	03E6113980	12/28/2023	SHORELINE METRO FORKLIFT PURCHASE	22,950.00	2/7/2024	3933 651352		562110
FINANCE ACCOUNTING	3153	ERICA HUNTZINGER	012424	1/24/2024	PROGRAMMING 1 OF 4 PYMTS - JANUARY 2024	200.00	2/7/2024	362968 255511		548001
FINANCE ACCOUNTING	7370	FLAWLESS HOOPS	30300-69	2/13/2024	IDIS ACTIVITY #839	3,220.00	2/21/2024	363118 260660		580100
FINANCE ACCOUNTING	7370	FLAWLESS HOOPS	30300-68	2/13/2024	IDIS ACTIVITY #839	580.00	2/21/2024	363118 260660		580100
FINANCE ACCOUNTING	7509	FOSTER & FOSTER	29859	1/31/2024	GASB 75 TABLE UPDATES FISCAL YEAR END 12/31/23	800.00	2/21/2024	363119 101144		531100
FINANCE ACCOUNTING	7465	GANNETT WI LOCALIQ	0006089397	1/11/2024	GASB 2023 ADVERTISING NOTICES-CLERKS	1,055.08	2/21/2024	363120 101142		536150
FINANCE ACCOUNTING	4995	GT GRAPHICS OF	42774	1/25/2024	WINDOW ENVELOPES-MPL	143.65	2/7/2024	3998 255511		540100
FINANCE ACCOUNTING	4995	GT GRAPHICS OF	42093A	11/14/2023	PARKING TKT INVOICE BALANCE	18.00	2/21/2024	3999 101210		540100
FINANCE ACCOUNTING	2576	HABITAT FOR	30338-61	1/26/2024	IDIS ACTIVITY #837	10,000.00	2/21/2024	363123 260660		580100
FINANCE ACCOUNTING	7013	HUMANA WELLNESS	62000	1/15/2024	DEG23 REWARDS CUST #3260401	3,006.00	2/7/2024	362976 710144		580900
FINANCE ACCOUNTING	6056	INGRAM LIBRARY	80321160	2/6/2024	ACCT #20W8082 MATERIAL PURCHASE	3,169.70	2/21/2024	4000 255511		548002
FINANCE ACCOUNTING	6056	INGRAM LIBRARY	80243577	2/1/2024	ACCT #20W8082 MATERIAL PURCHASE	1,952.89	2/21/2024	4000 255511		548002
FINANCE ACCOUNTING	6056	INGRAM LIBRARY	79967851	1/18/2024	ACCT #20W1532 MATERIAL PURCHASE	1,890.93	2/7/2024	3939 255511		548002
FINANCE ACCOUNTING	6056	INGRAM LIBRARY	80253922	2/1/2024	ACCT #20W8082 MATERIAL PURCHASE	1,348.54	2/21/2024	4000 255511		548002
FINANCE ACCOUNTING	6056	INGRAM LIBRARY	80171453	1/29/2024	ACCT #20W8082 MATERIAL PURCHASES	1,266.84	2/7/2024	3939 255511		548002
FINANCE ACCOUNTING	6056	INGRAM LIBRARY	80136295	1/26/2024	ACCT #20W8082 MATERIAL PURCHASES	496.08	2/7/2024	3939 255511		548002
FINANCE ACCOUNTING	6056	INGRAM LIBRARY	80097262	1/24/2024	ACCT #20W8082 MATERIAL PURCHASES	400.27	2/7/2024	3939 255511		548002
FINANCE ACCOUNTING	6056	INGRAM LIBRARY	80113681	1/25/2024	ACCT #20W8082 MATERIAL PURCHASE	364.00	2/21/2024	4000 255511		548003
FINANCE ACCOUNTING	6056	INGRAM LIBRARY	80171454	1/29/2024	ACCT #20X7192 MATERIAL PURCHASE	363.44	2/7/2024	3939 255511		548002
FINANCE ACCOUNTING	6056	INGRAM LIBRARY	80243578	2/1/2024	ACCT #20X7192 MATERIAL PURCHASE	338.41	2/21/2024	4000 255511		548002
FINANCE ACCOUNTING	6056	INGRAM LIBRARY	80195784	1/30/2024	ACCT #20W8082 MATERIAL PURCHASES	213.68	2/21/2024	4000 255511		548002
FINANCE ACCOUNTING	6056	INGRAM LIBRARY	79967852	1/18/2024	ACCT #20W1532 MATERIAL PURCHASE	209.69	2/7/2024	3939 255511		548002
FINANCE ACCOUNTING	6056	INGRAM LIBRARY	80171452	1/29/2024	ACCT #20W8082 MATERIAL PURCHASES	204.22	2/7/2024	3939 255511		548002
FINANCE ACCOUNTING	6056	INGRAM LIBRARY	79911490	1/16/2024	ACCT #20W8082 MATERIAL PURCHASE	125.42	2/7/2024	3939 255511		548002
FINANCE ACCOUNTING	6056	INGRAM LIBRARY	80267457	2/2/2024	ACCT #20W8082 MATERIAL PURCHASE	82.15	2/21/2024	4000 255511		548002
FINANCE ACCOUNTING	6056	INGRAM LIBRARY	80171451	1/29/2024	ACCT #20W1532 MATERIAL PURCHASES	75.64	2/7/2024	3939 255511		548002
FINANCE ACCOUNTING	6056	INGRAM LIBRARY	80003181	1/19/2024	ACCT #20W1532 MATERIAL PURCHASE	71.99	2/7/2024	3939 255511		548002
FINANCE ACCOUNTING	6056	INGRAM LIBRARY	80267458	2/2/2024	ACCT #20X7192 MATERIAL PURCHASE	67.78	2/21/2024	4000 255511		548002
FINANCE ACCOUNTING	6056	INGRAM LIBRARY	80182435	1/29/2024	ACCT #20W8082 MATERIAL PURCHASES	38.34	2/7/2024	3939 255511		548002
FINANCE ACCOUNTING	6056	INGRAM LIBRARY	80003182	1/19/2024	ACCT #80003182 MATERIAL PURCHASE	35.22	2/7/2024	3939 255511		548002
FINANCE ACCOUNTING	6056	INGRAM LIBRARY	80147117	1/26/2024	ACCT #20X7192 MATERIAL PURCHASE	24.56	2/7/2024	3939 255511		548002
FINANCE ACCOUNTING	2134	INTERNAL REVENUE	02052024-PR TAX	2/5/2024	BI-WEEKLY PR TAX	240,580.14	2/5/2024	363374 101		215110
FINANCE ACCOUNTING	2134	INTERNAL REVENUE	02202024-PR TAX	2/20/2024	BI-WEEKLY PR TAX	233,827.89	2/20/2024	363404 101		215110
FINANCE ACCOUNTING	2134	INTERNAL REVENUE	02122024-PR TAX	2/12/2024	PR TAXES	19,348.32	2/12/2024	363382 101		215110
FINANCE ACCOUNTING	2134	INTERNAL REVENUE	02022024-PR TAX	2/2/2024	ADDITIONAL PR TAX PYMT	814.18	2/2/2024	363373 101		215110
FINANCE ACCOUNTING	7323	IRISH ROOFING	IRC-23470-1	12/15/2023	IDIS ACTIVITY #854	8,940.00	2/21/2024	4001 260660		583305
FINANCE ACCOUNTING	1374	IRON MOUNTAIN	JDLK666	1/31/2024	SHREDDING SERVICE-JANUARY CUST #27RVP	283.55	2/21/2024	363127 101160		564130
FINANCE ACCOUNTING	1374	IRON MOUNTAIN	HXYL401	10/24/2023	OCT SHREDDING SVCS-CUST #27RVP	226.02	2/7/2024	362977 101160		564130
FINANCE ACCOUNTING	7011	JAMES IMAGING	15378	1/9/2024	ACCT CO35-011 COPIER 1/7/24-2/6/24	264.15	2/7/2024	363128 253530		563110
FINANCE ACCOUNTING	7036	JAMES LEASING	15645	1/31/2024	FEBRUARY LEASE & JANUARY OVERAGES	285.63	2/21/2024	363129 101142		563110
FINANCE ACCOUNTING	7036	JAMES LEASING	15582	1/29/2024	FEBRUARY LEASE CHG-ACCT #CO35-001	140.18	2/7/2024	362979 101240		563110
FINANCE ACCOUNTING	1258	KWIK TRIP INC.	G780FKD7JW	2/1/2024	RESTITUTION-ISAIAH STANISCH	17.47	2/7/2024	362984 101		451110
FINANCE ACCOUNTING	11827	LAKESIDE BOTTLING	1355143	1/22/2024	ACCT #05890 CAFE SUPPLIES	48.06	2/7/2024	362986 253530		540225
FINANCE ACCOUNTING	11899	LANGUAGE LINE	11208286	1/31/2024	JANUARY SERVICES-ACCT #9022000527	292.32	2/21/2024	363134 101110		531100
FINANCE ACCOUNTING	11899	LANGUAGE LINE	11183933	12/31/2023	DECEMBER SERVICES-ACCT #9022000527	88.56	2/21/2024	363134 101110		531100
FINANCE ACCOUNTING	11899	LANGUAGE LINE	11158626	11/30/2023	NOVEMBER SERVICES-ACCT #9022000527	67.68	2/21/2024	363134 101110		531100
FINANCE ACCOUNTING	2682	LIBRARY IDEAS, LLC	110084	1/25/2024	MATERIAL PURCHASE	43.08	2/21/2024	363137 255511		548002
FINANCE ACCOUNTING	206	LIL REV MUSIC	SPRING SESSION	1/8/2024	MAR 2024 - MAY 2024 PROGRAM EXPENSE	1,200.00	2/7/2024	362988 255511		548001
FINANCE ACCOUNTING	7442	LOPEZ DRYWALL LLC								

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Department	Vendor Number	Vendor	Invoice	Invoice Date	Line Item Descr	Line item amount	Check date	Check Number	Org	Obj
FINANCE ACCOUNTING	15179	OLSEN, KLOET,	T#10015A-2023	2/8/2024	2023 TAX REF P#59281110660	250.00	2/9/2024	363041 880		211000
FINANCE ACCOUNTING	6912	ONE TIME VENDOR	INV15-23	2/8/2024	CLAIM #15-23	10,431.93	2/9/2024	363056 71150		580210
FINANCE ACCOUNTING	6912	ONE TIME VENDOR	INV12-23	2/8/2024	CLAIM #12-23	4,501.28	2/9/2024	363054 71150		580210
FINANCE ACCOUNTING	6912	ONE TIME VENDOR	INV19-23	2/8/2024	CLAIM #19-23	2,070.28	2/9/2024	363057 71150		580210
FINANCE ACCOUNTING	6912	ONE TIME VENDOR	INV16-23	2/8/2024	CLAIM #16-23	384.26	2/9/2024	363055 71150		580210
FINANCE ACCOUNTING	6912	ONE TIME VENDOR	02012024-REF	2/1/2024	SLIP DEPOSIT REFUND	200.00	2/21/2024	363157 231		219231
FINANCE ACCOUNTING	6912	ONE TIME VENDOR	5613FA000348	2/8/2024	CHILD SUPPORT-DEVIN L HESSLER REMIT ID #6241055	139.38	2/9/2024	363042 101		211000
FINANCE ACCOUNTING	6912	ONE TIME VENDOR	9008651778	2/5/2024	PATRON REFUND	26.24	2/21/2024	363149 255		451915
FINANCE ACCOUNTING	6912	ONE TIME VENDOR	02092024	2/7/2024	REFUND \$25 LATE FEE FOR Q4 ROOM TAX FILING	25.00	2/21/2024	363148 101		211000
FINANCE ACCOUNTING	6912	ONE TIME VENDOR	G780B7D763-	2/1/2024	RESTITUTION-JEANETTE YURMANOVICH	25.00	2/7/2024	363003 101		451110
FINANCE ACCOUNTING	6912	ONE TIME VENDOR	G780B7D762-	2/1/2024	RESTITUTION-MICHAEL SANFELIPPO	25.00	2/7/2024	363004 101		451110
FINANCE ACCOUNTING	6912	ONE TIME VENDOR	9001085990	1/31/2024	PATRON REFUND	14.95	2/21/2024	363150 255		451915
FINANCE ACCOUNTING	6912	ONE TIME VENDOR	156109-REF	1/22/2024	PATRON REFUND	13.99	2/7/2024	363002 255		451915
FINANCE ACCOUNTING	6912	ONE TIME VENDOR	9001215096	2/7/2024	PATRON REFUND	10.70	2/21/2024	363155 255		451915
FINANCE ACCOUNTING	6912	ONE TIME VENDOR	R#207112	2/15/2024	REFUND ANNUAL LICENSE FEE	10.00	2/21/2024	363154 101		211000
FINANCE ACCOUNTING	16228	POMP'S TIRE SERVICE	70123268-CM	3/29/2023	CREDIT MEMO FOR OVERPAYMENT	(140.00)	2/21/2024	363160 730399		562110
FINANCE ACCOUNTING	7248	QUADIANT FINANCE	2382-JAN/FEB	2/26/2024	POSTAGE PAYMENT FOR JAN & FEB 2024	6,195.71	2/29/2024	363417 101142		540100
FINANCE ACCOUNTING	8381	QUADIANT INC	17252946	1/31/2024	POSTAGE INK CARTRIDGE-ACCT #8100238	200.45	2/21/2024	363161 101142		540100
FINANCE ACCOUNTING	8381	QUADIANT INC	40219312	1/17/2024	PART REPLACEMENT-ACCT #8100238	30.00	2/7/2024	363008 101142		540100
FINANCE ACCOUNTING	881	REDEMPTION	1841	1/31/2024	MICROWAVE & BATTERY DISPOSAL FEE	250.00	2/21/2024	4022 651352		564300
FINANCE ACCOUNTING	7508	SCHEDULESPLUS LLC	2353	1/1/2024	FY2024 ANNUAL LICENSE	840.00	2/7/2024	363010 253530		533106
FINANCE ACCOUNTING	17220	SHEBCO REG OF	02072024-LAREDO	2/7/2024	LAREDO FEES-ESCROW DEP	1,015.00	2/7/2024	363378 260660		583305
FINANCE ACCOUNTING	17220	SHEBCO REG OF	02012024	2/1/2024	JANUARY 2024 DOCUMENT FEES	90.00	2/21/2024	363168 101142		536155
FINANCE ACCOUNTING	4278	SHEBOYGAN AREA	12312023-Q4	2/15/2024	Q4 ROOM TAX COLLECTION	297,354.37	2/21/2024	4024 250531		531100
FINANCE ACCOUNTING	3233	SHEBOYGAN	T#8433-2023	2/1/2024	2023 TAX REF P#59281109580	1,038.89	2/21/2024	362935 880		211000
FINANCE ACCOUNTING	18927	SHEBOYGAN	C24-02001	2/2/2024	CHRYSAL SCHULTZ	1,000.00	2/21/2024	363169 101		211000
FINANCE ACCOUNTING	18927	SHEBOYGAN	C24-00890	1/22/2024	SERGIO GARCIA	850.00	2/7/2024	363012 101		211000
FINANCE ACCOUNTING	18927	SHEBOYGAN	C24-01584	1/26/2024	CHRISTOPHER SIPE	650.00	2/7/2024	363012 101		211000
FINANCE ACCOUNTING	18927	SHEBOYGAN	C24-01815	1/30/2024	BRANDON T VANG	650.00	2/21/2024	363169 101		211000
FINANCE ACCOUNTING	18927	SHEBOYGAN	C23-11938	2/7/2024	SABASTIAN REYES	650.00	2/21/2024	363169 101		211000
FINANCE ACCOUNTING	18927	SHEBOYGAN	C24-02587	2/12/2024	THERESA BRUEHLING	500.00	2/21/2024	363169 101		211000
FINANCE ACCOUNTING	18927	SHEBOYGAN	C24-01586	1/29/2024	CESAR BELTRAN-CAMPECHANO	350.00	2/7/2024	363012 101		211000
FINANCE ACCOUNTING	18927	SHEBOYGAN	C24-01640	1/29/2024	ZACKARY SENNER	150.00	2/7/2024	363012 101		211000
FINANCE ACCOUNTING	18927	SHEBOYGAN	C24-01694	1/29/2024	TYLER BUBB	150.00	2/7/2024	363012 101		211000
FINANCE ACCOUNTING	18927	SHEBOYGAN	C24-01229	1/22/2024	WILLIAM WITZEL	150.00	2/7/2024	363012 101		211000
FINANCE ACCOUNTING	18927	SHEBOYGAN	C24-02000	2/2/2024	WILLIAM WITZEL	150.00	2/21/2024	363169 101		211000
FINANCE ACCOUNTING	18927	SHEBOYGAN	C24-01920	2/1/2024	AMIEE PIESCHEL	150.00	2/21/2024	363169 101		211000
FINANCE ACCOUNTING	18927	SHEBOYGAN	C24-01955	2/2/2024	KENYA LEONHARDT	150.00	2/21/2024	363169 101		211000
FINANCE ACCOUNTING	18927	SHEBOYGAN	C24-02010	2/2/2024	BRIAN SENKBEI	150.00	2/21/2024	363169 101		211000
FINANCE ACCOUNTING	19030	SHEBOYGAN	C24-01332	1/22/2024	STEVEN RONDEAU JR.	898.00	2/7/2024	363013 101		211000
FINANCE ACCOUNTING	19030	SHEBOYGAN	2010136142	12/31/2023	MEG HERTON GRANT Q4 REIMBURSEMENT	739.32	2/21/2024	363170 221210		531100
FINANCE ACCOUNTING	19030	SHEBOYGAN	2010136141	12/31/2023	MEG METH GRANT 4Q REIMBURSEMENT	315.12	2/21/2024	363170 221210		531100
FINANCE ACCOUNTING	19032	SHEBOYGAN	130079	9/5/2023	SINC N40TH RELOCATION	11,940.38	2/7/2024	363014 713170		563200
FINANCE ACCOUNTING	19032	SHEBOYGAN	132348	2/1/2024	PURCHASING AGENT SERVICES-JAN24	5,279.69	2/21/2024	363172 101150		531100
FINANCE ACCOUNTING	19032	SHEBOYGAN	JAN_2024	1/31/2024	JAN MUNICIPAL COURT PAYMENT	4,867.21	2/7/2024	363015 101		451110
FINANCE ACCOUNTING	19032	SHEBOYGAN	2022DELQI	2/1/2024	2022 DELQ TAXES COLLECTED P#59281426680	1,820.08	2/21/2024	362936 880		211000
FINANCE ACCOUNTING	19032	SHEBOYGAN	132140	1/17/2024	DECEMBER UTILITY LOCATING	508.96	2/7/2024	363014 630310		531317
FINANCE ACCOUNTING	19032	SHEBOYGAN	132360	2/7/2024	JANUARY UTILITY LOCATING	461.75	2/21/2024	363172 630310		531317
FINANCE ACCOUNTING	19032	SHEBOYGAN	132091	1/15/2024	WINDOW ENVELOPES-FINANCE DEPT	146.85	2/7/2024	363014 101150		540100
FINANCE ACCOUNTING	19032	SHEBOYGAN	132286	1/30/2024	BUSINESS CARDS-BEERNINK & GROSSHUESCH	50.78	2/21/2024	363172 101142		540100
FINANCE ACCOUNTING	19325	SHEBOYGAN WATER	3245/3246	1/23/2024	DEC GARBAGE & SEWER BILLING	50,334.88	2/20/2024	363401 630361		531510
FINANCE ACCOUNTING	19325	SHEBOYGAN WATER	3245/3246	1/23/2024	DEC GARBAGE & SEWER BILLING	6,572.11	2/20/2024	363401 101362		531100
FINANCE ACCOUNTING	19325	SHEBOYGAN WATER	02012024	2/1/2024	JANUARY WATER BILLING	3,175.68	2/20/2024	363403 101520		555100
FINANCE ACCOUNTING	19325	SHEBOYGAN WATER	02012024	2/1/2024	JANUARY WATER BILLING	1,625.02	2/20/2024	363403 101160		555100
FINANCE ACCOUNTING	19325	SHEBOYGAN WATER	02012024	2/1/2024	JANUARY WATER BILLING	1,448.08	2/20/2024	363403 630361		555100
FINANCE ACCOUNTING	19325	SHEBOYGAN WATER	02012024	2/1/2024	JANUARY WATER BILLING	780.93	2/20/2024	363403 651352		555100
FINANCE ACCOUNTING	19325	SHEBOYGAN WATER	02012024	2/1/2024	JANUARY WATER BILLING	504.79	2/20/2024	363403 101220		555100
FINANCE ACCOUNTING	19325	SHEBOYGAN WATER	02012024	2/1/2024	JANUARY WATER BILLING	396.07	2/20/2024	363403 101210		555100
FINANCE ACCOUNTING	19325	SHEBOYGAN WATER	02012024	2/1/2024	JANUARY WATER BILLING	250.90	2/20/2024	363403 101491		555100
FINANCE ACCOUNTING	19325	SHEBOYGAN WATER	02012024	2/1/2024	JANUARY WATER BILLING	100.51	2/20/2024	363403 101331		555100
FINANCE ACCOUNTING	19300	SHEBOYGAN, TOWN	T#11198-2023	2/14/2024	PERS PROP TAX PAYMENT P#59024800162P	1.69	2/15/2024	363062 880		211000
FINANCE ACCOUNTING	7512	SOUTHEASTERN	01242024	1/24/2024	NNIS CONTROL & TRAVEL/ ADMIN SVCS	3,440.00	2/21/2024	4026 101520		531100
FINANCE ACCOUNTING	22476	STATE OF WISCONSIN	JAN_2024	1/31/2024	JAN MUNICIPAL COURT PAYMENT	16,376.29	2/7/2024	363019 101		451110
FINANCE ACCOUNTING	900237	STEEN MACEK PAPER	906696	1/29/2024	CUST #56390 - ORDER #800573 OFFICE SUPPLIES	200.28	2/7/2024	363020 255511		540100
FINANCE ACCOUNTING	900237	STEEN MACEK PAPER	906702	1/29/2024	CUST #56390 - ORDER #8005267 OFFICE SUPPLIES	146.92	2/7/2024	363020 255511		540100
FINANCE ACCOUNTING	20551	SUPERIOR CHEMICAL	382145	1/16/2024	CUST #8249	413.12	2/7/2024	3962 255511		540222
FINANCE ACCOUNTING	20551	SUPERIOR CHEMICAL	377032	10/31/2023	JANITORIAL SUPPLIES-MPL	217.20	2/7/2024	3962 255511		540222
FINANCE ACCOUNTING	8000	TAX-ONE TIME	T#11737-2023	2/14/2024	2023 TAX REF P#59281431120	70,194.18	2/15/2024	363070 880		211000
FINANCE ACCOUNTING	8000	TAX-ONE TIME	T#9796-2023	2/8/2024	2023 TAX REF P#59281074670	2,017.69	2/9/2024	363046 880		211000
FINANCE ACCOUNTING	8000	TAX-ONE TIME	T#10714-2023	2/14/2024	2023 TAX REF P#59281102870	1,618.68	2/15/2024	363067 880		211000
FINANCE ACCOUNTING	8000	TAX-ONE TIME	T#10435-2023	2/14/2024	2023 TAX REF P#59281318460	1,512.04	2/15/2024	363083 880		211000
FINANCE ACCOUNTING	8000	TAX-ONE TIME	T#8397-2023	2/1/2024	2023 TAX REF P#59281301168	1,508.03	2/21/2024	362939 880		211000
FINANCE ACCOUNTING	8000	TAX-ONE TIME	T#11759-2023	2/14/2024	2023 TAX REF P#59281011190	1,320.90	2/15/2024	363064 880		211000
FINANCE ACCOUNTING	8000	TAX-ONE TIME	T#11762-2023	2/14/2024	2023 TAX REF P#59281701330	1,123.34	2/15/2024	363081 880		211000
FINANCE ACCOUNTING	8000	TAX-ONE TIME	T#10870-2023	2/14/2024	2023 TAX REF P#59281705360	1,121.75	2/15/2024	363068 880		211000
FINANCE ACCOUNTING	8000	TAX-ONE TIME	T#10349	2/14/2024	2023 TAX REF P#59281110690	1,022.48	2/15/2024	363080 880		211000
FINANCE ACCOUNTING	8000	TAX-ONE TIME	T#9781-2023	2/8/2024	2023 TAXREF P#59281000500	1,017.72	2/9/2024	363048 880		211000
FINANCE ACCOUNTING	8000	TAX-ONE TIME	T#10096-2023	2/8/2024	2023 TAX REF P#59281214980	937.22	2/9/2024	363044 880		211000
FINANCE ACCOUNTING	8000	TAX-ONE TIME	T#11788-2023	2/14/2024	2023 TAX REF P#59281322021	911.43	2/15/2024	363073 880		211000
FINANCE ACCOUNTING	8000	TAX-ONE TIME	T#10093-2023	2/8/2024	2023 TAX REF P#59281434912	774.19	2/9/2024	363045 880		211000
FINANCE ACCOUNTING	8000	TAX-ONE TIME	T#9781B-2023	2/8/2024	2023 TAX REF P#59281600320	733.86	2/9/2024	363050 880		211000
FINANCE ACCOUNTING	8000	TAX-ONE TIME	T#9781A-2023	2/8/2024	2023 TAX REF P#59281306550	658.86	2/9/2024	363049 880		211000
FINANCE ACCOUNTING	8000	TAX-ONE TIME	T#11787-2023	2/14/2024	2023 TAX REF P#59281322026	618.71	2/15/2024	363072 880		211000
FINANCE ACCOUNTING	8000	TAX-ONE TIME	T#8225-2023	2/1/2024	2023 TAX REF P#592812007					

AP Invoices										
2/1/2024 to 2/29/2024										
Department	Vendor Number	Vendor	Invoice	Invoice Date	Line Item Descr	Line item amount	Check date	Check Number	Org	Obj
FINANCE ACCOUNTING	21384	TYLER	045-445905	12/1/2023	PACE 10 TRAINING & CONNECT PASSES	10,696.46	2/21/2024	363183	713170	531100
FINANCE ACCOUNTING	22447	UNEMPLOYMENT	445-0000081906	11/2/2023	FY 2024 WC GENERAL ASSESSMENT	2,295.85	2/21/2024	363184	712144	531500
FINANCE ACCOUNTING	21451	UNITED PARCEL	00005406E7513-	12/23/2023	SHIPPING CHARGES-MODERNEK SOLUTIONS	122.77	2/7/2024	363028	101537	540100
FINANCE ACCOUNTING	3166	UNITED STATES	0628085879	1/8/2024	JAN BILLING-ACCT #345001963	1,310.19	2/7/2024	363029	101160	555120
FINANCE ACCOUNTING	3166	UNITED STATES	0628273340	1/8/2024	JAN BILLING-ACCT #207966107	862.59	2/7/2024	363029	101220	555120
FINANCE ACCOUNTING	3166	UNITED STATES	0628085879	1/8/2024	JAN BILLING-ACCT #345001963	215.85	2/7/2024	363029	221210	555120
FINANCE ACCOUNTING	3166	UNITED STATES	0628085879	1/8/2024	JAN BILLING-ACCT #345001963	184.64	2/7/2024	363029	101310	555120
FINANCE ACCOUNTING	3166	UNITED STATES	0628085879	1/8/2024	JAN BILLING-ACCT #345001963	135.72	2/7/2024	363029	630361	555120
FINANCE ACCOUNTING	3166	UNITED STATES	0628085879	1/8/2024	JAN BILLING-ACCT #345001963	44.28	2/7/2024	363029	101240	555120
FINANCE ACCOUNTING	3166	UNITED STATES	0628085879	1/8/2024	JAN BILLING-ACCT #345001963	40.49	2/7/2024	363029	101520	555120
FINANCE ACCOUNTING	3166	UNITED STATES	0628085879	1/8/2024	JAN BILLING-ACCT #345001963	38.27	2/7/2024	363029	651352	555120
FINANCE ACCOUNTING	3166	UNITED STATES	0628085879	1/8/2024	JAN BILLING-ACCT #345001963	2.51	2/7/2024	363029	101220	555120
FINANCE ACCOUNTING	3194	VERIZON WIRELESS	9953847849	1/10/2024	DEC BILLING-ACCT #342085513-00001	112.03	2/7/2024	363031	101310	555120
FINANCE ACCOUNTING	3194	VERIZON WIRELESS	9953847565	1/10/2024	DEC BILLING-ACCT #342076825-00001	76.02	2/7/2024	363031	101240	555120
FINANCE ACCOUNTING	3194	VERIZON WIRELESS	9953847565	1/10/2024	DEC BILLING-ACCT #342076825-00001	38.01	2/7/2024	363031	206060	531500
FINANCE ACCOUNTING	21770	VILLAGE OF KOHLER	JAN_2024	1/31/2024	JAN MUNICIPAL COURT PAYMENT	2,768.00	2/7/2024	3967	101	451110
FINANCE ACCOUNTING	6777	VISA	02062024-PCARD	2/6/2024	JANUARY P-CARD PURCHASES	60,248.31	2/6/2024	363377	101	211000
FINANCE ACCOUNTING	21823	VON BRIESEN &	448428	1/24/2024	PROFESSIONAL SVCS THROUGH 12/31/2023	535.50	2/7/2024	363029	101150	531100
FINANCE ACCOUNTING	21823	VON BRIESEN &	448429	1/24/2024	TID #23 CREATION	346.50	2/7/2024	363033	101150	531100
FINANCE ACCOUNTING	21850	WAL-MART	G780FB00V5-	2/1/2024	RESTITUTION-DAVID SOERENS	50.00	2/7/2024	363034	101	451110
FINANCE ACCOUNTING	21850	WAL-MART	G780FSSGJ9	2/1/2024	RESTITUTION-MELISSA FARMER	25.00	2/7/2024	363034	101	451110
FINANCE ACCOUNTING	21850	WAL-MART	D11936	2/1/2024	RESTITUTION-JAMIN SIMPLOT	9.88	2/7/2024	363034	101	451110
FINANCE ACCOUNTING	467	WALGREEN CO	G780FSSGHL	2/1/2024	RESTITUTION-STELLA DODGE	100.00	2/7/2024	363035	101	451110
FINANCE ACCOUNTING	22007	WASTE MANAGEMENT	0107245-4172-6	1/2/2024	ACCT #8-23012-32375 JANUARY GARBAGE COLLECTION	414.67	2/7/2024	363036	231354	531100
FINANCE ACCOUNTING	2322	WELL CENTER	120623RENTAL	12/11/2023	BALANCE OF PYMT FOR DEC RENTAL	580.00	2/2/2024	362942	101144	546160
FINANCE ACCOUNTING	1710	WELLS FARGO	5028509438	2/3/2024	JANUARY LEASE - ACCT #1000011397	569.11	2/21/2024	4034	255511	531100
FINANCE ACCOUNTING	1710	WELLS FARGO	5028509438	2/3/2024	JANUARY LEASE - ACCT #1000011397	448.85	2/21/2024	4034	101310	563110
FINANCE ACCOUNTING	1710	WELLS FARGO	5028509438	2/3/2024	JANUARY LEASE - ACCT #1000011397	202.54	2/21/2024	4034	101150	563110
FINANCE ACCOUNTING	1710	WELLS FARGO	5028509438	2/3/2024	JANUARY LEASE - ACCT #1000011397	155.79	2/21/2024	4034	101130	563110
FINANCE ACCOUNTING	1710	WELLS FARGO	5028509438	2/3/2024	JANUARY LEASE - ACCT #1000011397	120.81	2/21/2024	4034	101220	563110
FINANCE ACCOUNTING	1710	WELLS FARGO	5028509438	2/3/2024	JANUARY LEASE - ACCT #1000011397	111.64	2/21/2024	4034	255511	531100
FINANCE ACCOUNTING	1710	WELLS FARGO	5028509438	2/3/2024	JANUARY LEASE - ACCT #1000011397	109.76	2/21/2024	4034	255511	531100
FINANCE ACCOUNTING	1710	WELLS FARGO	5028509438	2/3/2024	JANUARY LEASE - ACCT #1000011397	85.91	2/21/2024	4034	101155	563110
FINANCE ACCOUNTING	1710	WELLS FARGO	5028509438	2/3/2024	JANUARY LEASE - ACCT #1000011397	35.96	2/21/2024	4034	255511	531100
FINANCE ACCOUNTING	7187	WEX BANK	94650316	1/23/2024	JANUARY FUEL PURCH-LEASE VEHICLES	3,746.03	2/7/2024	363037	730399	540230
FINANCE ACCOUNTING	7187	WEX BANK	94650316	1/23/2024	JANUARY FUEL PURCH-LEASE VEHICLES	149.50	2/7/2024	363037	101240	537100
FINANCE ACCOUNTING	22448	WI DEPT OF JUSTICE	2023JAG	2/1/2024	2023 UNSPENT JAG GRANT MATCH FUNDS	1,399.84	2/21/2024	4036	221	435230
FINANCE ACCOUNTING	22445	WI DEPT OF JUSTICE	202401	1/31/2024	JANUARY 2024 BACKGROUND CHECKS	238.00	2/21/2024	363194	101	219143
FINANCE ACCOUNTING	22445	WI DEPT OF JUSTICE	202401	1/31/2024	JANUARY 2024 BACKGROUND CHECKS	14.00	2/21/2024	363194	651352	540100
FINANCE ACCOUNTING	7007	WI DEPT OF REV	02052024-PR TAX	2/5/2024	BI-WEEKLY PR TAXES	46,657.06	2/5/2024	363375	101	211000
FINANCE ACCOUNTING	7007	WI DEPT OF REV	02202024-PR TAX	2/20/2024	BI-WEEKLY PR TAX	45,144.77	2/20/2024	363398	101	211000
FINANCE ACCOUNTING	7007	WI DEPT OF REV	02122024-PR TAX	2/12/2024	STATE PR TAX	3,204.63	2/12/2024	363381	101	211000
FINANCE ACCOUNTING	7007	WI DEPT OF REV	022124-SALES TAX	2/1/2024	JAN2024 SALES TAX PAYMENT	1,363.73	2/21/2024	363411	101	242130
FINANCE ACCOUNTING	7007	WI DEPT OF REV	022124-SALES TAX	2/1/2024	JAN2024 SALES TAX PAYMENT	(10.23)	2/21/2024	363411	101	412220
FINANCE ACCOUNTING	1630	WI DEPT OF REVENUE	2023 MUNI FEE	1/19/2024	2023 MUNICIPAL FEE FOR ASSESSMENT OF MFG	11,039.03	2/21/2024	363195	101155	531100
FINANCE ACCOUNTING	6464	WI DOT	02192024	2/19/2024	LICENSE/TITLE APPLICATION-VIN #1TKC03527PR063460	169.50	2/21/2024	363196	730399	651400
FINANCE ACCOUNTING	6998	WI EMP TRUST	0052895	2/26/2024	JAN WRS CONTRIBUTIONS	396,062.65	2/29/2024	363416	101	215200
FINANCE ACCOUNTING	6998	WI EMP TRUST	0052895	2/26/2024	JAN WRS CONTRIBUTIONS	670.71	2/29/2024	363416	101220	520320
FINANCE ACCOUNTING	900210	WISCONSIN LIBRARY	500120	1/30/2024	CUST #MEADP010 MATERIALS PURCHASE	1,800.00	2/21/2024	363197	255511	531100
FINANCE ACCOUNTING	22650	WISCONSIN PUBLIC	0403257315-JAN24	1/29/2024	JANUARY BILLING-ACCT #0403257315-00031	4,133.73	2/20/2024	363402	101160	555100
FINANCE ACCOUNTING	22650	WISCONSIN PUBLIC	0403257315-JAN24	1/29/2024	JANUARY BILLING-ACCT #0403257315-00031	3,718.89	2/20/2024	363402	255511	555100
FINANCE ACCOUNTING	22650	WISCONSIN PUBLIC	0403257315-JAN24	1/29/2024	JANUARY BILLING-ACCT #0403257315-00031	2,832.33	2/20/2024	363402	101210	555100
FINANCE ACCOUNTING	22650	WISCONSIN PUBLIC	0403257315-JAN24	1/29/2024	JANUARY BILLING-ACCT #0403257315-00031	2,722.54	2/20/2024	363402	101220	555100
FINANCE ACCOUNTING	22650	WISCONSIN PUBLIC	0403257315-JAN24	1/29/2024	JANUARY BILLING-ACCT #0403257315-00031	2,629.54	2/20/2024	363402	630361	555100
FINANCE ACCOUNTING	22650	WISCONSIN PUBLIC	0403257315-JAN24	1/29/2024	JANUARY BILLING-ACCT #0403257315-00031	1,796.66	2/20/2024	363402	651352	555140
FINANCE ACCOUNTING	22650	WISCONSIN PUBLIC	0403257315-JAN24	1/29/2024	JANUARY BILLING-ACCT #0403257315-00031	1,717.81	2/20/2024	363402	101160	555100
FINANCE ACCOUNTING	22650	WISCONSIN PUBLIC	0403257315-JAN24	1/29/2024	JANUARY BILLING-ACCT #0403257315-00031	1,531.65	2/20/2024	363402	101520	555100
FINANCE ACCOUNTING	22650	WISCONSIN PUBLIC	0403257315-JAN24	1/29/2024	JANUARY BILLING-ACCT #0403257315-00031	794.21	2/20/2024	363402	253530	555100
FINANCE ACCOUNTING	22650	WISCONSIN PUBLIC	0403257315-JAN24	1/29/2024	JANUARY BILLING-ACCT #0403257315-00031	586.01	2/20/2024	363402	101520	555111
FINANCE ACCOUNTING	22650	WISCONSIN PUBLIC	0403257315-JAN24	1/29/2024	JANUARY BILLING-ACCT #0403257315-00031	526.40	2/20/2024	363402	101160	555100
FINANCE ACCOUNTING	22650	WISCONSIN PUBLIC	0403257315-JAN24	1/29/2024	JANUARY BILLING-ACCT #0403257315-00031	403.15	2/20/2024	363402	630361	555140
FINANCE ACCOUNTING	22650	WISCONSIN PUBLIC	0403257315-JAN24	1/29/2024	JANUARY BILLING-ACCT #0403257315-00031	208.98	2/20/2024	363402	101210	555100
FINANCE ACCOUNTING	22650	WISCONSIN PUBLIC	0403257315-JAN24	1/29/2024	JANUARY BILLING-ACCT #0403257315-00031	71.89	2/20/2024	363402	101491	555140
FINANCE ACCOUNTING	22650	WISCONSIN PUBLIC	0403257315-JAN24	1/29/2024	JANUARY BILLING-ACCT #0403257315-00031	19.00	2/20/2024	363402	101344	555100
FINANCE ACCOUNTING	4215	WOODLAND TITLE	23-11008	12/20/2023	LOAN VERIFICATION OF 160 PARCELS	8,000.00	2/7/2024	363039	206060	531500
FINANCE ACCOUNTING	7384	WORLDWIDE DRAGON	MARCH/APRIL	2/7/2023	PROGRAMMING MARCH/APRIL 2024	100.00	2/21/2024	363200	255511	581000
Total						\$2,251,908.46				
FIRE DEPARTMENT	2743	AIRGAS, USA, LLC	5505210965	1/31/2024	CUST #3214033 CYLINDER RENTAL	451.47	2/21/2024	363085	101220	540215
FIRE DEPARTMENT	2743	AIRGAS, USA, LLC	9146074516	1/19/2024	CUST #3214033 OXYGEN	81.25	2/21/2024	363085	101220	540215
FIRE DEPARTMENT	1293	AURORA EMPLOYEE	136-CI0000182	1/26/2024	CUST #3361 MEDICATIONS	482.36	2/7/2024	362951	101220	540215
FIRE DEPARTMENT	157	AUTOZONE, INC.	1974811025	1/27/2024	CUST #412577 STARTER - 1851	144.99	2/21/2024	363093	101220	562110
FIRE DEPARTMENT	157	AUTOZONE, INC.	1974810781	1/26/2024	CUST #412577 SFD FUSES	14.71	2/21/2024	363093	101220	560255
FIRE DEPARTMENT	157	AUTOZONE, INC.	CK00359203	1/31/2024	CUST #412577 SFD CREDIT	(45.50)	2/21/2024	363093	101220	562110
FIRE DEPARTMENT	7513	BELL MEDICAL INC	N790035	3/1/2023	CONNECTING TUBE, 100CM MANUJET III	80.83	2/21/2024	3975	220221	560255
FIRE DEPARTMENT	2213	BOUND TREE	85222141	1/18/2024	ACCT #212408 MEDICAL SUPPLIES	465.00	2/7/2024	362952	101220	540215
FIRE DEPARTMENT	2691	D&H SALES & SERVICE	00637	1/11/2024	SFD CHAIN SAW REPAIRS - 1862	324.48	2/21/2024	3984	101220	560255
FIRE DEPARTMENT	2227	EASTERN WI	24-001	1/10/2024	SFD 2024 MEMBERSHIP DUES	100.00	2/7/2024	362963	101220	536125
FIRE DEPARTMENT	1665	ERGOMETRICS &	145173	1/31/2024	ACCT #143749 FIRETEAM TEST	187.86	2/21/2024	363114	101220	531100
FIRE DEPARTMENT	7439	FACTORY MOTOR	228-008267	2/1/2024	ACCT #5B5927 BRAKE CALIPER - 1851	166.83	2/21/2024	363115	101220	562110
FIRE DEPARTMENT	7439	FACTORY MOTOR	228-008257	2/1/2024	ACCT #5B5927 BRAKE PADS - 1851	84.17	2/21/2024	363115	101220	562110
FIRE DEPARTMENT	6040	FIRE APPARATUS &	25471							

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Department	Vendor Number	Vendor	Invoice	Invoice Date	Line Item Descr	Line item amount	Check date	Check Number	Org	Obj
FIRE DEPARTMENT	19032	SHEBOYGAN	132277	1/29/2024	CUST #1045 DIVE TEAM - 2024	4,000.00	2/7/2024	363014	101220	531800
FIRE DEPARTMENT	20716	TRUCK COUNTRY OF	R20401490101	1/26/2024	CUST #54003 REPLACE TURBO ACTUATOR - 1865	3,319.92	2/7/2024	363026	101220	562110
Total						\$1,435,687.79				
HUMAN RESOURCES	3653	COTTINGHAM &	340598	1/11/2024	CLASSIFICATION REVIEWS	1,100.00	2/7/2024	3928	231354	531100
HUMAN RESOURCES	3653	COTTINGHAM &	340598	1/11/2024	CLASSIFICATION REVIEWS	275.00	2/7/2024	3928	101530	531100
HUMAN RESOURCES	834	DIVERSIFIED BENEFIT	402853	2/8/2024	FEBRUARY COBRA ADMIN SERVICES	274.50	2/21/2024	3986	710144	531500
HUMAN RESOURCES	834	DIVERSIFIED BENEFIT	401289	1/18/2024	JANUARY FSA ADMIN SERVICES	219.65	2/7/2024	3931	710144	531500
HUMAN RESOURCES	7368	DP FLORES INC	515713	2/5/2024	FEBRUARY FMLA ADMIN FEE	1,456.00	2/21/2024	3987	101144	531100
HUMAN RESOURCES	7036	JAMES LEASING	15739	2/9/2024	COPY MACHINE	268.45	2/21/2024	363129	101144	563110
HUMAN RESOURCES	7036	JAMES LEASING	15377	1/9/2024	JANUARY COPY MACHINE BILL	257.33	2/7/2024	362979	101144	563110
HUMAN RESOURCES	7153	NATIONAL VISION	4430215	1/17/2024	FEBRUARY VISION PREMIUMS	2,698.40	2/7/2024	362999	710	211000
HUMAN RESOURCES	19032	SHEBOYGAN	132297	1/31/2024	BUSINESS CARDS	35.78	2/21/2024	363172	101144	540100
HUMAN RESOURCES	7381	SOLIDARITUS HEALTH	CoS-PM0124	1/15/2024	JANUARY CLINIC BILLING	11,934.00	2/7/2024	3961	710144	537700
HUMAN RESOURCES	7480	THE VITALITY GROUP	90038667	1/17/2024	ADMI FEE AND REWARDS TRANSFER	2,130.00	2/7/2024	363022	710144	580900
HUMAN RESOURCES	1236	UMR INC	0015611520	2/1/2024	FEBRUARY HEALTH INVOICE	61,261.59	2/7/2024	3965	710144	537705
HUMAN RESOURCES	1236	UMR INC	0015611520	2/1/2024	FEBRUARY HEALTH INVOICE	6,557.16	2/7/2024	3965	710144	531500
HUMAN RESOURCES	21823	VON BRIESEN &	447989	1/19/2024	MATTER #004236-00011 TRANSIT ARBITRATION	21,950.82	2/7/2024	363033	101144	531200
HUMAN RESOURCES	21823	VON BRIESEN &	447988	1/19/2024	MATTER #004236-00006 LABOR AND PERSONNEL	7,598.00	2/7/2024	363033	101144	531200
HUMAN RESOURCES	21823	VON BRIESEN &	449412	2/12/2024	MATTER NUMBER: 004236-00006	1,512.42	2/21/2024	363190	101144	531200
HUMAN RESOURCES	21823	VON BRIESEN &	449413	2/12/2024	MATTER NUMBER: 004236-00011	732.25	2/21/2024	363190	101144	531200
Total						\$120,261.35				
INFORMATION	6343	CXTEC, INC.	7221545	1/22/2024	RENEWAL OF HF20 NIMBLE AND CS1000 HPE 9X5XNBD	11,371.74	2/21/2024	3983	713	162000
INFORMATION	6343	CXTEC, INC.	7221545	1/22/2024	RENEWAL OF HF20 NIMBLE AND CS1000 HPE 9X5XNBD	5,685.86	2/21/2024	3983	713170	531100
INFORMATION	6343	CXTEC, INC.	C15655A	10/24/2023	IT TICKET # 4779 IMMUTABLE BACKUP SERVER R740XD2	722.00	2/21/2024	3983	713170	560255
Total						\$17,779.60				
MEAD LIBRARY	6739	AMAZON CAPITAL	19TK-PPQD-H19N	2/6/2024	ACCT #A2JXVCVZU4RS49M MATERIAL PURCHASE	165.68	2/21/2024	3971	255511	540222
MEAD LIBRARY	6739	AMAZON CAPITAL	1JQY-4PQM-HJ3W	1/29/2024	ACCT #A2JXVCVZU4S49M - MATERIAL PURCHASE	95.64	2/21/2024	3971	255511	548002
MEAD LIBRARY	6739	AMAZON CAPITAL	1MV1-QKD1-7ML6	2/5/2024	ACCT #A2JXVCVZU4S49M - MATERIAL PURCHASE	88.87	2/21/2024	3971	255511	548002
MEAD LIBRARY	6739	AMAZON CAPITAL	1V97-GKY7-L4MT	2/6/2024	ACCT #A2JXVCVZU4RS49M MATERIAL PURCHASE	82.84	2/21/2024	3971	255511	540222
MEAD LIBRARY	6739	AMAZON CAPITAL	1TNP-TPRX-	2/11/2024	ACCT #A2JXVCVZU4S49M - MATERIAL PURCHASE	79.90	2/21/2024	3971	255511	550110
MEAD LIBRARY	6739	AMAZON CAPITAL	1V94-M9GJ-RDHG	2/7/2024	ACCT #A2JXVCVZU4S49M MATERIAL PURCHASE	67.49	2/21/2024	3971	255511	550110
MEAD LIBRARY	6739	AMAZON CAPITAL	1FJ3-XFD7-FQJJ	2/5/2024	ACCT #A2JXVCVZU4RS49M MATERIAL PURCHASE	44.00	2/21/2024	3971	255511	548002
MEAD LIBRARY	6739	AMAZON CAPITAL	19WC-CVDT-	2/8/2024	ACCT #A2JXVCVZU4S49M OFFICE SUPPLIES	25.99	2/21/2024	3971	255511	531800
MEAD LIBRARY	6739	AMAZON CAPITAL	19TK-PPQD-H19N	2/6/2024	ACCT #A2JXVCVZU4RS49M MATERIAL PURCHASE	23.90	2/21/2024	3971	255511	540100
MEAD LIBRARY	6739	AMAZON CAPITAL	1TNP-TPRX-7K09	2/9/2024	ACCT #A2JXVCVZU4S49M MATERIAL PURCHASE	19.99	2/21/2024	3971	255511	548002
MEAD LIBRARY	4404	CHARTER	121113701020124	2/1/2024	ACCT #121113701 INTERNET EXPENSE	159.98	2/21/2024	363142	255511	533100
MEAD LIBRARY	4995	GT GRAPHICS OF	42924	2/8/2024	POSTERS	202.35	2/21/2024	3999	255511	531400
MEAD LIBRARY	6056	INGRAM LIBRARY	80333550	2/6/2024	ACCT #20W8082 MATERIAL PURCHASE	269.21	2/21/2024	4000	255511	548002
MEAD LIBRARY	6056	INGRAM LIBRARY	80349358	2/7/2024	ACCT #20W8082 MATERIAL PURCHASE	170.97	2/21/2024	4000	255511	548002
MEAD LIBRARY	6924	LIBRARY SUPPLY	21981-24	2/3/2024	MATERIAL PURCHASE	479.14	2/21/2024	4011	255511	548002
MEAD LIBRARY	231	MIDWEST TAPE	505024162	2/7/2024	CUST #2000015656 MATERIAL PURCHASE	452.46	2/21/2024	4013	255511	548002
MEAD LIBRARY	6710	MONITORING	3706	2/1/2024	FIRE ALARM/SPRINKLER SYSTEM MONITORING	520.00	2/21/2024	363142	255511	531100
MEAD LIBRARY	900118	SHEBOYGAN WATER	4TH QTR USAGE	2/10/2024	CUST #39-139-00-00 WATER UTILITY	582.76	2/21/2024	363175	255511	555100
Total						\$3,531.17				
MOTOR VEHICLE	2743	AIRGAS, USA, LLC	9146355243	1/29/2024	MVD - OXYGEN INDUSTRIAL 200 CGA 540	574.44	2/21/2024	363085	730399	562110
MOTOR VEHICLE	2743	AIRGAS, USA, LLC	9146743221	2/8/2024	MVD - WIRE MIG ER70S-6 .035 44 LB STL SO	539.68	2/21/2024	363085	730399	562110
MOTOR VEHICLE	2743	AIRGAS, USA, LLC	9146080585	1/19/2024	MVD - WIRE MIG ER70S-6 .030" P/3 S-6 11LB SO	80.48	2/7/2024	362943	730399	562110
MOTOR VEHICLE	3177	ALPHA HYDRAULICS	18998	2/8/2024	MVD - NEW DUMP CYLINDERS	5,871.77	2/21/2024	3970	730399	562110
MOTOR VEHICLE	3177	ALPHA HYDRAULICS	18769	1/19/2024	MVD - PARTS & LABOR TO REPAIR CYLINDER	911.94	2/7/2024	3919	730399	562110
MOTOR VEHICLE	3177	ALPHA HYDRAULICS	18902	1/29/2024	MVD - PARTS & LABOR TO REPAIR TWO CYLINDERS	805.66	2/7/2024	3919	730399	562110
MOTOR VEHICLE	3177	ALPHA HYDRAULICS	18831	1/19/2024	MVD - PARTS & LABOR TO REPAIR TWO CYLINDERS	784.76	2/7/2024	3919	730399	562110
MOTOR VEHICLE	3177	ALPHA HYDRAULICS	18895	1/29/2024	MVD - PARTS AND LABOR TO REPAIR CYLINDER	760.75	2/7/2024	3919	730399	562110
MOTOR VEHICLE	600	ALTEC INDUSTRIES	7436620	1/23/2024	M24 FREIGHTLINER M2-106 CHASSIS WITH ALTEC LR8-	207,542.00	2/7/2024	362945	730399	651400
MOTOR VEHICLE	22938	ANDREW DEMERRITT	22938	2/8/2024	MVD - 3/8 IN ANVIL RETAINER KIT	8.55	2/21/2024	3972	730399	560255
MOTOR VEHICLE	1150	ARING EQUIPMENT	M14964	1/24/2024	VOLVO ECR145EL CRAWLER EXCAVATOR EQUIPPED AS	208,850.00	2/7/2024	362947	730399	651400
MOTOR VEHICLE	1150	ARING EQUIPMENT	M14962.1	1/24/2024	VOLVO ECR145EL CRAWLER EXCAVATOR EQUIPPED AS	36,950.00	2/7/2024	362947	730399	651400
MOTOR VEHICLE	1150	ARING EQUIPMENT	M14963	1/24/2024	VOLVO ECR145EL CRAWLER EXCAVATOR EQUIPPED AS	35,300.00	2/7/2024	362947	730399	651400
MOTOR VEHICLE	2485	BOBCAT OF	02-271986	2/2/2024	MVD - BA- SUCTION STRAINER	84.10	2/21/2024	363095	730399	562110
MOTOR VEHICLE	2485	BOBCAT OF	02-271856	1/31/2024	MVD - BA- HYDRAULIC RETURN FILTER	77.18	2/21/2024	363095	730399	562110
MOTOR VEHICLE	2368	BROOKS TRACTOR	M73198	1/29/2024	CUST# 17531700 COMPRESSOR VALVE KIT/BLOWER	997.35	2/7/2024	362953	730399	562110
MOTOR VEHICLE	2368	BROOKS TRACTOR	M72935	1/19/2024	ACCT# 17531700 - WATER PUMP REMA	556.72	2/21/2024	363096	730399	562110
MOTOR VEHICLE	2368	BROOKS TRACTOR	M73066	1/24/2024	ACCT# 17531700 - SHROUD	405.35	2/21/2024	363096	730399	562110
MOTOR VEHICLE	2368	BROOKS TRACTOR	M72702	1/11/2024	ACCT# 17531700 - WIPER BLADE	128.47	2/21/2024	363096	730399	562110
MOTOR VEHICLE	2368	BROOKS TRACTOR	M73292	1/31/2024	ACCT# 17531700 - HOSE	115.31	2/21/2024	363096	730399	562110
MOTOR VEHICLE	2368	BROOKS TRACTOR	M73196	1/29/2024	MVD - SEAL	91.16	2/7/2024	362953	730399	562110
MOTOR VEHICLE	2368	BROOKS TRACTOR	M73320	2/1/2024	CUST# 17531700 OIL TEMPERATURE SENSOR/FREIGHT	57.19	2/21/2024	363096	730399	562110
MOTOR VEHICLE	2368	BROOKS TRACTOR	M72748	1/12/2024	ACCT# 17531700 - SEAT SUSPENSION SVJ3	(107.13)	2/21/2024	363096	730399	562110
MOTOR VEHICLE	2595	CEDAR CREEK	98982522	2/6/2024	MVD - CAP, WHEEL	187.97	2/21/2024	363099	730399	562110
MOTOR VEHICLE	2375	CINTAS FIRST AID	5194712519	1/26/2024	CUST# 11266400 - SERVICE ACKNOWLEDGEMENT	152.54	2/7/2024	362957	730399	531100
MOTOR VEHICLE	2691	D&H SALES & SERVICE	01895	2/12/2024	MVD - CARB 5849130-01	188.70	2/21/2024	3984	730399	562110
MOTOR VEHICLE	2691	D&H SALES & SERVICE	01930	1/31/2024	MVD - 359675	66.51	2/21/2024	3984	730399	562110
MOTOR VEHICLE	7506	ENVIRONMENTAL	23595	1/16/2024	CUST#MVD596 SUCTION NOZZLE 600 HEAD	268.11	2/7/2024	362967	730399	562110
MOTOR VEHICLE	7506	ENVIRONMENTAL	23624	1/30/2024	MVD - HYDRAFORCE LOCK VALVE ASSY	121.50	2/21/2024	363113	730399	562110
MOTOR VEHICLE	5149	ENVIROTECH	24-0022788	1/29/2024	MVD - CHAIN KIT	9,343.53	2/7/2024	3933	730399	562110
MOTOR VEHICLE	5149	ENVIROTECH	24-0022883	2/7/2024	MVD - WLDT, BEARING, RT, 3.062, ASL	6,629.72	2/21/2024	3990	730399	562110
MOTOR VEHICLE	5149	ENVIROTECH	24-0022783	2/7/2024	MVD - PIN, HORZ CYL, ASL ARM	258.32	2/21/2024	3990	730399	562110
MOTOR VEHICLE	5149	ENVIROTECH	24-0022887	2/7/2024	MVD - NEW WAY PROXIMITY SENSOR	104.88	2/21/2024	3990	730399	562110
MOTOR VEHICLE	7439	FACTORY MOTOR	228-008585	2/12/2024	CUST# SB2410 CORE	485.49	2/21/2024	363115	730399	562110
MOTOR VEHICLE	7439	FACTORY MOTOR	228-008059	1/26/2024	ACCT# SB2410 - DEL 31G950T	323.66	2/7/2024	362969	730399	562110
MOTOR VEHICLE	7439	FACTORY MOTOR	226-008364	1/18/2024	CUST# SB410 EVERGLASS QT	36.06	2/7/2024	362969	730399	562110
MOTOR VEHICLE	7439	FACTORY MOTOR	1-9388470	1/30/2024	ACCT# SB2410 - 1/4 MALE PLUG M-STYLE 2/CD	14.07	2/21/2024	363115	730399	562110
MOTOR VEHICLE	7439	FACTORY MOTOR	228-008509	2/9/2024	ACCT# SB2410 - COPPER ANTI-SEIZE LUBE	13.82	2/21/2024	363115	730399	562110
MOTOR VEHICLE	7439	FACTORY MOTOR	228-008201	1/31/2024	ACCT# SB2410 - AUV AP10831 PAK GM FORD & DRY	12.76	2/21/2024	363115	730399	562110
MOTOR VEHICLE	7439	FACTORY MOTOR	228-008461	2/8/2024	ACCT# SN2410 - STA HP3840	12.03	2/21/2024	363115	730399	562110
MOTOR VEHICLE	7439	FACTORY MOTOR	228-008061	1/26/2024	ACCT# SB2410 - BCR LG-CORE					

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MOTOR VEHICLE	7257	GIBBSVILLE	22272	1/18/2024	CUST# 79060 CAP ASSY	8.58	2/7/2024	3937	730399	562110
MOTOR VEHICLE	7257	GIBBSVILLE	22797	2/14/2024	ACCT# 79060 - BELT	(94.38)	2/14/2024	3998	730399	562110
MOTOR VEHICLE	7750	GRAINGER	9971904074	1/23/2024	CUST# 806414736 MARKER LIGHT/SHIPPING	40.65	2/7/2024	362974	730399	562110
MOTOR VEHICLE	1450	KENNEDY FORD INC.	21764	1/26/2024	CUST# 6107 MUD FLAP KIT	105.50	2/7/2024	3945	730399	562110
MOTOR VEHICLE	1783	KRIETE TRUCK	X108037222.01	1/25/2024	MVD - VALVE FEM. W/O CHECK 1/8 NPT	481.04	2/7/2024	362981	730399	562110
MOTOR VEHICLE	5156	KRIETE TRUCK	X108037238.01	2/1/2024	CUST# 15647 COUPLER PIN ASSY/WASHER	444.32	2/1/2024	363132	730399	562110
MOTOR VEHICLE	1783	KRIETE TRUCK	X108037493.01	2/5/2024	ACCT# 661494 - 20" COUPLER PIN ASSY	193.76	2/1/2024	363131	730399	562110
MOTOR VEHICLE	5156	KRIETE TRUCK	X108036951.01	1/17/2024	MVD - GOVERNOR	101.35	2/7/2024	362983	730399	562110
MOTOR VEHICLE	5156	KRIETE TRUCK	X108037442.01	2/1/2024	CUST# 15647 FREIGHT FOR TRAILER PARTS X108037238	34.34	2/1/2024	363132	730399	562110
MOTOR VEHICLE	5156	KRIETE TRUCK	X108037351.01	1/31/2024	MVD - EX OIL DRAIN STRAIGHT PLUG	24.32	2/1/2024	363132	730399	562110
MOTOR VEHICLE	5156	KRIETE TRUCK	X108037264.01	1/26/2024	CUST# 15647 CUBE CONNECTOR	21.40	2/7/2024	362983	730399	562110
MOTOR VEHICLE	5156	KRIETE TRUCK	X108037505.01	2/5/2024	MVD - 39-1/4" COUPLER PIN ASSY	(419.14)	2/1/2024	363132	730399	562110
MOTOR VEHICLE	1439	KUNDINGER FLUID	50777530	1/23/2024	CUST# 101955 ELBOWS	51.19	2/7/2024	3946	730399	562110
MOTOR VEHICLE	1258	KWIK TRIP INC.	02.20.2024 186.01	2/8/2024	ACCT# 260157 - REMP 91	186.01	2/1/2024	4010	730399	540230
MOTOR VEHICLE	275	LAKESHORE AUTO	64794	1/18/2024	MVD - HAH000448 FAST-CURE URETHANE/DAMP/PRIMER	200.00	2/7/2024	362985	730399	562110
MOTOR VEHICLE	12478	MAC TOOLS	109955	1/17/2024	MVD - 10PC 3/8DR IMP UNV MET SKT	149.99	2/7/2024	362989	730399	560255
MOTOR VEHICLE	5940	MACQUEEN	P32236	1/17/2024	ACCT# SHEBO003 - OUTSIDE MIRROR	211.67	2/7/2024	3947	730399	562110
MOTOR VEHICLE	2582	MILLER IMPLEMENT	239743	1/25/2024	MVD - CYLINDER	779.09	2/1/2024	363141	730399	562110
MOTOR VEHICLE	2582	MILLER IMPLEMENT	239440	1/17/2024	HOSE ASSEMBLY	273.63	2/7/2024	362994	730399	562110
MOTOR VEHICLE	13732	MONROE TRUCK	47160	1/29/2024	MVD - REMOVE EXISTING MPS IGRIP AND INSTALL	14,893.00	2/7/2024	362996	730399	562110
MOTOR VEHICLE	13732	MONROE TRUCK	47160A	1/29/2024	MVD - METER, FLOW, 0-5GPM, 50FNPT	1,731.18	2/7/2024	362996	730399	562110
MOTOR VEHICLE	13732	MONROE TRUCK	35498	2/9/2024	MVD - TRIP EDGE W/LDMT, PLOW, 6', TT, LH	922.46	2/1/2024	363143	730399	562110
MOTOR VEHICLE	13732	MONROE TRUCK	852383	2/5/2024	MVD - S2-TSM12-L214-ADDNSS TANK, TEMP/LEVEL	233.87	2/1/2024	363143	730399	562110
MOTOR VEHICLE	1492	NAPA PARTS	441186	1/22/2024	ST OCKROOM - GP ADHESIVE	222.43	2/7/2024	3950	101	161000
MOTOR VEHICLE	1492	NAPA PARTS	440866	1/17/2024	MVD - AIR HOSE	63.99	2/7/2024	3950	730399	562110
MOTOR VEHICLE	1492	NAPA PARTS	442213	2/1/2024	MVD - BAR PUMP	58.99	2/1/2024	4014	730399	562110
MOTOR VEHICLE	1492	NAPA PARTS	442441	2/5/2024	MVD - ORING	32.00	2/1/2024	4014	730399	562110
MOTOR VEHICLE	1492	NAPA PARTS	442900	2/9/2024	MVD - ADAPTERS	19.71	2/1/2024	4014	730399	562110
MOTOR VEHICLE	1492	NAPA PARTS	442120	1/22/2024	CUST# 78337 FLAP WHEEL	16.47	2/7/2024	3950	730399	562110
MOTOR VEHICLE	1492	NAPA PARTS	441047	1/18/2024	MVD - EXTRACTOR TOOL	15.73	2/7/2024	3950	730399	562110
MOTOR VEHICLE	1492	NAPA PARTS	442669	2/7/2024	MVD - 3 CENTER LED YELLOW	12.63	2/1/2024	4014	730399	562110
MOTOR VEHICLE	1492	NAPA PARTS	441581	1/25/2024	CUST# 441581 BRUSH	11.96	2/7/2024	3950	730399	562110
MOTOR VEHICLE	1492	NAPA PARTS	441074	1/19/2024	CUST# 78337 EXTRACTOR TOOL	10.99	2/7/2024	3950	730399	562110
MOTOR VEHICLE	1492	NAPA PARTS	441049	1/18/2024	MVD - TAPE	10.69	2/7/2024	3950	730399	562110
MOTOR VEHICLE	1492	NAPA PARTS	441048	1/18/2024	MVD - TAPE	10.69	2/7/2024	3950	730399	562110
MOTOR VEHICLE	1492	NAPA PARTS	442031	1/30/2024	MVD - FUEL LINE CLIP	5.84	2/1/2024	4014	730399	562110
MOTOR VEHICLE	1492	NAPA PARTS	440650	1/16/2024	CUST#78337 MVD541CONVEX MIRROR	5.14	2/7/2024	3950	730399	562110
MOTOR VEHICLE	1492	NAPA PARTS	441223	1/22/2024	CUST# 78337 SPARK PLUG	4.49	2/7/2024	3950	730399	562110
MOTOR VEHICLE	16213	PLYMOUTH	6200691	2/8/2024	MVD - DEF BULK	626.36	2/1/2024	4017	730399	540230
MOTOR VEHICLE	16228	POMP'S TIRE SERVICE	70134683	2/7/2024	CUST# 4593313 - CARLISLE ALL TRL II	455.00	2/1/2024	363160	730399	562110
MOTOR VEHICLE	16228	POMP'S TIRE SERVICE	70134581	2/2/2024	CUST# 4593313 ALL SEASON	283.20	2/1/2024	363160	730399	562110
MOTOR VEHICLE	16228	POMP'S TIRE SERVICE	70134549	2/1/2024	CUST# 9204593311 CARLISLE TRF MSTR	140.46	2/1/2024	363160	730399	562110
MOTOR VEHICLE	16228	POMP'S TIRE SERVICE	70134550	2/1/2024	CUST# 4593313 - 24/9 50-12/4 CARLISLE TRF MSTR	140.46	2/1/2024	363160	730399	562110
MOTOR VEHICLE	2484	PRECISE MRM LLC	IN200-1046998	1/29/2024	MVD - SMB FLAT DATA PLAN US WITH NAF	820.00	2/1/2024	4018	730399	531100
MOTOR VEHICLE	7140	QUALITY STATE OIL	833618	2/1/2024	ACCT# 66290232 - PURUS (SPO) HYD ISO AW 32, BULK	6,268.37	2/1/2024	4020	730399	540245
MOTOR VEHICLE	7140	QUALITY STATE OIL	831043	1/15/2024	ACCT# 66290232 - MOBILX EP 023	758.88	2/7/2024	3957	730399	540245
MOTOR VEHICLE	6396	QUALITY TRUCK CARE	X103025095.01	1/19/2024	MVD - AUTO DRAIN VALVE	1,015.62	2/7/2024	3958	730399	562110
MOTOR VEHICLE	6396	QUALITY TRUCK CARE	X103025277.01	2/2/2024	MVD - AUTO DRAIN VALVE	955.62	2/1/2024	4021	730399	562110
MOTOR VEHICLE	6396	QUALITY TRUCK CARE	X103025386.01	2/12/2024	CUST# 18144 SWITCH TURN SIGNAL/FREIGHT	223.93	2/1/2024	4021	730399	562110
MOTOR VEHICLE	6396	QUALITY TRUCK CARE	X103025148.01	1/24/2024	MVD - R-12DC RLY VLV DRL C'D	189.42	2/7/2024	3958	730399	562110
MOTOR VEHICLE	1084	S.I. METALS SHEB	33416	2/8/2024	TUBING	19.00	2/1/2024	363165	730399	562110
MOTOR VEHICLE	1084	S.I. METALS SHEB	33580	2/7/2024	MVD - 1/2 X .065 (16 GA) - EW ROUND TUBING	19.00	2/1/2024	363165	730399	562110
MOTOR VEHICLE	18000	SAFETY-KLEEN	93515600	1/20/2024	ACCT# C123716 - 30G PARTS WASHER SOLVENT	255.45	2/7/2024	363009	730399	531100
MOTOR VEHICLE	20721	SHEBOYGAN SUN.	372295	1/31/2024	MVD - 2 X 5.5" MECHANIC CLASSIFIED DISPLAY	349.00	2/1/2024	363173	730399	536125
MOTOR VEHICLE	20716	TRUCK COUNTRY OF	X204024684.01	1/29/2024	MVD - DRUM - BRAKE, 1H O69T1 878 1137	1,506.00	2/7/2024	363026	730399	562110
MOTOR VEHICLE	20716	TRUCK COUNTRY OF	X204024720.01	2/1/2024	MVD - DRUM-BRAKE, 1H O69T1 878 1137	1,506.00	2/1/2024	363182	730399	562110
MOTOR VEHICLE	20716	TRUCK COUNTRY OF	X204024652.01	1/26/2024	MVD - REMAN BRAKE SHOE KIT	326.36	2/7/2024	363026	730399	562110
MOTOR VEHICLE	20716	TRUCK COUNTRY OF	X204024704.01	1/30/2024	MVD - REMAN BRAKE SHOE KIT	211.20	2/1/2024	363182	730399	562110
MOTOR VEHICLE	20716	TRUCK COUNTRY OF	X204024612.01	1/23/2024	CUST# 54003 WINDSHIELD RESERVOIR WITHOUT	118.36	2/7/2024	363026	730399	562110
MOTOR VEHICLE	20716	TRUCK COUNTRY OF	X204024635.01	1/29/2024	MVD - PLUG, PIPE	67.50	2/7/2024	363026	730399	562110
MOTOR VEHICLE	20716	TRUCK COUNTRY OF	X204024700.01	1/30/2024	MVD - PLUG, PIPE	(67.50)	2/7/2024	363026	730399	562110
MOTOR VEHICLE	20716	TRUCK COUNTRY OF	X204024705.01	1/30/2024	MVD - 204F/TTDA XK20014711QP-CORE	(105.60)	2/1/2024	363182	730399	562110
MOTOR VEHICLE	20716	TRUCK COUNTRY OF	X204024664.01	1/26/2024	MVD - REMAN BRAKE SHOE KIT	(105.60)	2/7/2024	363026	730399	562110
MOTOR VEHICLE	20716	TRUCK COUNTRY OF	X204024702.01	1/30/2024	MVD - REMAN BRAKE SHOE KIT	(211.20)	2/1/2024	363182	730399	562110
MOTOR VEHICLE	20716	TRUCK COUNTRY OF	X204024727.01	2/1/2024	MVD - REMAN BRAKE SHOE KIT	(211.20)	2/1/2024	363182	730399	562110
MOTOR VEHICLE	20716	TRUCK COUNTRY OF	X204024727.01	2/1/2024	CUST# 54003 REMAN BRAKE SHOE KIT	(211.20)	2/1/2024	363182	730399	562110
MOTOR VEHICLE	22019	WAUSAU EQUIPMENT	8873531	2/1/2024	CUST# 81856 - WEAR PLATE	912.28	2/1/2024	363193	730399	562110
MOTOR VEHICLE	2102	WOLTER INC	232401376	2/7/2024	MVD - 24V CHARGER KIT	836.41	2/1/2024	4037	730399	562110
					Total	\$584,286.09				
MUNICIPAL COURT	7036	JAMES LEASING	15474	1/18/2024	PRINTER LEASE 1.16.24 TO 2.15.24	220.12	2/1/2024	363129	101120	531100
MUNICIPAL COURT	11899	LANGUAGE LINE	11205298	1/31/2024	TRANSLATOR SERVICES JANUARY 2024	27.56	2/1/2024	363134	101120	531100
MUNICIPAL COURT	19032	SHEBOYGAN	132037	1/10/2024	COURT ENVELOPES	417.79	2/1/2024	363172	101120	540010
MUNICIPAL COURT	823	WISCONSIN	2024	2/2/2024	WJMA 2024 DUES - JUDGE MELEI	100.00	2/1/2024	363198	101120	536125
					Total	\$765.47				
PARK DEPARTMENT	7416	BADGER CDL LLC	1163	2/5/2024	PARKS - CLASS B CDL PROGRAM	2,875.00	2/1/2024	3973	630310	560256
PARK DEPARTMENT	2375	CINTAS FIRST AID	5194712518	1/26/2024	2024 ESTIMATED SERVICES	92.68	2/7/2024	362957	101520	531100
PARK DEPARTMENT	4426	COMPLETE LAWN &	84959	1/30/2024	ESTIMATE 116 - MECTINITE 4% EMAMECTOR BENZOATE	24,780.00	2/1/2024	363105	101520	540210
PARK DEPARTMENT	9100	DAKOTA SUPPLY	S103411858.001	1/16/2024	CUST# 49037 - VOLT PENP 50-1000V AC SENSOR 3115	36.51	2/7/2024	362960	101520	564120
PARK DEPARTMENT	5644	FALLS GLASS	38410	2/2/2024	DS GLAS WITH SEAMED EDGES	22.44	2/1/2024	363116	101491	550110
PARK DEPARTMENT	5648	FASTENAL COMPANY	WISHE345123	1/19/2024	CUST# WISHE0157 - MASTER LOCK 3KA 3868	161.76	2/7/2024	3934	101520	550110
PARK DEPARTMENT	5648	FASTENAL COMPANY	WISHE345486	2/5/2024	CUST# WISHE0157 - CBS16-18X2.25 Z KEG	56.04	2/1/2024	3995	101520	563410
PARK DEPARTMENT	5825	FELDMANN'S SALES	34852	2/12/2024	PARKS HEARING HEADSETS	1,132.78	2/1/2024	3996	101520	540210
PARK DEPARTMENT	5825	FELDMANN'S SALES	34853	2/12/2024	ACCT# 32226 - APRON CHAP	111.99	2/1/2024	3996	101520	540210
PARK DEPARTMENT	5825	FELDMANN'S SALES	34424	1/17/2024	ACCT# 32226 - TENSIONER	26.53	2/1/2024	3996	101520	540210
PARK DEPARTMENT	5825	FELDMANN'S SALES	34684	1/30/2024	ACCT# 32226 - 3/8" PM SE	14.43	2/1/2024	3996	101520	540210
PARK DEPARTMENT	1413	JSM SECURE INC	75788	1/9/2024	PARK VIDEO CAMERA INSTALLATION	910.00	2/1/2024	4004	101520	531100
PARK DEPARTMENT	1413	JSM SECURE INC	75612	1/1/2024	PARKS - FIRE AND BURGLAR MONITORING SERVICE	204.00	2/7/2024	3942	101520	550111
PARK DEPARTMENT	1413	JSM SECURE INC	75938	2/5/2024	PARKS - SCHEDULED SERVICE CALL MAYWOOD PARK	110.00	2/1/2024	4004	101520	550111
PARK DEPARTMENT	1473	LAKESHORE HVAC	18743	1/25/2024	PARKS - KINGS PARK NO HEAT, REPLACED PRESSURE	225.00	2/1/2024	363133	101520	550110
PARK DEPARTMENT	6392	LEMAHIEU TREE	02.06.2024	2/6/2024	PROPOSAL - TAKE DOWN 2 ASH, MOENING RD	1,200.00	2/1/2024	363135	400300	641150
PARK DEPARTMENT	7441	NEAT-N-CLEAN	2237	1/7/2024	2024 ESTIMATED PARK SERVICES	500.40	2/7/2024	363000	101520	531100
PARK DEPARTMENT	7441	NEAT-N-CLEAN	2351	2/4/2024	2024 ESTIMATED PARK SERVICES	471.80	2/1/2024	363147	101520	531100
PARK DEPARTMENT	7441	NEAT-N-CLEAN	2285	1/19/2024	2024 ESTIMATED PARK SERVICES	174.00	2/7/2024			

AP Invoices										
2/1/2024 to 2/29/2024										
Department	Vendor Number	Vendor	Invoice	Invoice Date	Line Item Descr	Line item amount	Check date	Check Number	Org	Obj
POLICE DEPARTMENT	2142	BATTERIES PLUS LLC	P69726335	1/22/2024	CUSTOMER 9204593469 SPD RETURN OF CR2	(115.80)	2/21/2024	3974	101210	540210
POLICE DEPARTMENT	397	BAYCOM, INC.	EQUIPVIN-047501	1/19/2024	GAMBER JOHNSON 7170-0734-02 CONSOLE KITS WITH	6,885.00	2/7/2024	3923	400200	651100
POLICE DEPARTMENT	7239	CAMERA CORNER	INV196044	1/31/2024	LEV GRANT EXPENSE - MITEL PHONE FOR VSC	541.55	2/21/2024	3978	101210	550110
POLICE DEPARTMENT	3200	CDWG	PF79436	1/24/2024	LEV GRANT EXPENSE - WORK STATION FOR VSC	2,149.58	2/7/2024	362955	101210	560259
POLICE DEPARTMENT	2665	COMPLETE OFFICE	627935	1/17/2024	CUSTOMER 9916 SPD PAPER SUPPLIES	890.00	2/7/2024	3927	101210	540100
POLICE DEPARTMENT	2665	COMPLETE OFFICE	628038	1/17/2024	CUSTOMER 9916 SPD LITHIUM BATTERIES	94.90	2/7/2024	3927	101210	540210
POLICE DEPARTMENT	2665	COMPLETE OFFICE	629022	1/18/2024	CUSTOMER 9916 SPD RUBBERBANDS	11.06	2/7/2024	3927	101210	540100
POLICE DEPARTMENT	7355	COONEN FORENSIC	SHEBOYGAN CIT-	2/1/2024	SHEBOYGAN POLICE CIT TRAINING ON 02/19/2024	1,888.44	2/21/2024	3981	101210	536125
POLICE DEPARTMENT	3827	CUSTOM CRAFT	48134	2/1/2024	CUSTOMER 114158 SPD MCMULLEN RETIREMENT	165.00	2/21/2024	363107	101210	531800
POLICE DEPARTMENT	9100	DAKOTA SUPPLY	S103475730	2/8/2024	CUSTOMER 49037 SPD PARTS FOR NEW LIFT	17.13	2/21/2024	363109	101210	562110
POLICE DEPARTMENT	4221	DEPOT AUTO	79139	1/31/2024	CUSTOMER 21811 SPD LE TOW 2G1WGE36D1264257	150.00	2/21/2024	3985	101210	531730
POLICE DEPARTMENT	6556	FOX STAMP, SIGN &	OE-38041	1/15/2024	CUSTOMER 102094 SPD VSC NAME PLATE	29.21	2/7/2024	362971	101210	540100
POLICE DEPARTMENT	7150	GENERAL FIRE	150896	2/8/2024	ENGSA582RSR SOUNDOFF BLUEPRINT 500	12,119.54	2/21/2024	3997	400200	651100
POLICE DEPARTMENT	7150	GENERAL FIRE	150795	1/25/2024	ENGSA582RSR SOUNDOFF BLUEPRINT 500	4,076.16	2/21/2024	3997	400200	651100
POLICE DEPARTMENT	7150	GENERAL FIRE	150782	1/31/2024	ENGSA582RSR SOUNDOFF BLUEPRINT 500	1,247.70	2/21/2024	3997	400200	651100
POLICE DEPARTMENT	7150	GENERAL FIRE	150898	2/12/2024	SPD 10 X SOUNDOFF FOAM STRIP KIT	255.35	2/21/2024	3997	101210	621100
POLICE DEPARTMENT	10182	J&H CONTROLS	10000025514	1/18/2024	2024 MAINTENANCE OF AIR CONDITIONING, DIRECT	935.00	2/7/2024	3940	101210	550110
POLICE DEPARTMENT	10182	J&H CONTROLS	10000025531	1/25/2024	CUSTOMER CITSHE SPD MATERIALS FOR MAINTENANCE	122.73	2/7/2024	3940	101210	550110
POLICE DEPARTMENT	7036	JAMES LEASING	15505	1/24/2024	ACCT CO31 SPD MAIN WORK ROOM COPIER LEASE	253.20	2/21/2024	363129	101210	563110
POLICE DEPARTMENT	7036	JAMES LEASING	15581	1/29/2024	ACCT CO31 SPD CID PRINTER LEASE	181.64	2/21/2024	363129	101210	563110
POLICE DEPARTMENT	7036	JAMES LEASING	15735	2/9/2024	ACCT CO31 SPD FRONT DESK COPIER LEASE	149.11	2/21/2024	363129	101210	563110
POLICE DEPARTMENT	10268	JERRY'S LAWN &	02-01-2024	2/1/2024	SPD JANUARY BILLING FOR PLOWING	3,665.00	2/21/2024	363130	101210	531100
POLICE DEPARTMENT	1258	KWIK TRIP INC.	8107922	2/2/2024	ACCT 00259406 SPD JANUARY FUEL COSTS	9,349.02	2/21/2024	4010	101210	540230
POLICE DEPARTMENT	12800	MARTIN AUTOMOTIVE	64786	1/25/2024	SAPD SQUAD 13 WINDSHIELD REPAIRS	465.91	2/21/2024	363140	101210	562110
POLICE DEPARTMENT	426	NAT'L LAW	00972605	1/24/2024	CUSTOMER LINE DO NOT CROSS ROLLS	236.40	2/21/2024	363145	101210	540210
POLICE DEPARTMENT	7505	POSITIVE CONCEPTS	0248496-IN	1/17/2024	SPD POLICE 04-SHEBOYG SPD 1 CASE THERMAL PAPER	165.60	2/7/2024	363006	101210	540210
POLICE DEPARTMENT	16722	PROFESSIONAL	1081763	2/5/2024	SPD PAPER TOWELS, TOILET PAPER, CAN LINERS	197.52	2/21/2024	4019	101210	564300
POLICE DEPARTMENT	16722	PROFESSIONAL	1081089	1/25/2024	SPD NITRILE GLOVES IN XXL	79.24	2/7/2024	3956	101210	540210
POLICE DEPARTMENT	16722	PROFESSIONAL	1081919	2/7/2024	ACCT SHEB0350 SPD PAPER TOWELS	33.49	2/21/2024	4019	101210	564300
POLICE DEPARTMENT	4327	SEILER GEOSPATIAL	INV21904	1/25/2024	SPD FORENSIC TRAINING COURSE - REVEAL - SO21379	675.00	2/21/2024	363167	101210	536125
POLICE DEPARTMENT	19000	SHEBOYGAN	132284	1/30/2024	CUSTOMER 1071 SPD WINDOW ENVELOPES	244.75	2/21/2024	363171	101210	540100
POLICE DEPARTMENT	19000	SHEBOYGAN	132292	1/30/2024	ACCT 1071 SPD COURTESY CHECK STICKERS	39.22	2/21/2024	363171	101210	540100
POLICE DEPARTMENT	19724	SIRCHIE FINGER	0626709-IN 2	1/16/2024	SHIPPING ON PREVIOUS INVOICE 0626709-IN	81.87	2/21/2024	363177	101210	540210
POLICE DEPARTMENT	19724	SIRCHIE FINGER	0626709-IN	1/16/2024	CUSTOMER 00-B53081 SPD SOLUCID DISINFECTANT	75.67	2/7/2024	363018	101210	540210
POLICE DEPARTMENT	7157	SMITHEREEN PEST	3271592	1/17/2024	CUSTOMER 155032 SPD PEST CONTROL	60.00	2/7/2024	3960	101210	550110
POLICE DEPARTMENT	17980	ST. NICHOLAS	2010135737	2/3/2024	GUARANTOR 481321 SPD JANUARY BLOOD DRAWS	325.50	2/21/2024	363179	101210	531564
POLICE DEPARTMENT	21502	ULINE, INC.	173194806	1/16/2024	CUSTOMER 665608 SPD WYPALL CLEANING WIPES	150.86	2/7/2024	3964	101210	540210
POLICE DEPARTMENT	6917	UNIFIRST	1481010744	1/30/2024	CUSTOMER 1685079 SPD MATS AND WIPES	36.31	2/21/2024	363185	101210	531100
POLICE DEPARTMENT	6917	UNIFIRST	1481010330	1/23/2024	CUSTOMER 1685079 SPD MATS AND WIPES	36.31	2/21/2024	363185	101210	531100
POLICE DEPARTMENT	6917	UNIFIRST	1481009965	1/16/2024	CUSTOMER 1685079 SPD MATS AND WIPES	36.31	2/21/2024	363185	101210	531100
POLICE DEPARTMENT	6925	VAN HORN AUTO	185017449	1/18/2024	2024 VEHICLE EXPENSES AT VAN HORN FORD	3,760.36	2/7/2024	3966	101210	562110
POLICE DEPARTMENT	6925	VAN HORN AUTO	186025541	2/2/2024	2024 VEHICLE EXPENSES AT VAN HORN FORD	856.42	2/21/2024	4031	101210	562110
POLICE DEPARTMENT	6925	VAN HORN AUTO	185017882	2/12/2024	2024 VEHICLE EXPENSES AT VAN HORN FORD	179.61	2/21/2024	4031	101210	562110
POLICE DEPARTMENT	6925	VAN HORN AUTO	185017817	2/7/2024	2024 VEHICLE EXPENSES AT VAN HORN FORD	126.55	2/21/2024	4031	101210	562110
POLICE DEPARTMENT	6925	VAN HORN AUTO	185017450	1/18/2024	2024 VEHICLE EXPENSES AT VAN HORN FORD	99.72	2/7/2024	3966	101210	562110
POLICE DEPARTMENT	6925	VAN HORN AUTO	185017853	2/9/2024	2024 VEHICLE EXPENSES AT VAN HORN FORD	17.82	2/21/2024	4031	101210	562110
Total						\$55,414.77				
SHEBOYGAN TRANSIT	97	ADVANCE AUTO	6357131223495	11/8/2021	ACCT ID: 1846088060	100.00	2/21/2024	363084	651352	562110
SHEBOYGAN TRANSIT	97	ADVANCE AUTO	6357133574139	12/1/2021	ACCT ID: 1846088060	13.90	2/21/2024	363084	651352	562110
SHEBOYGAN TRANSIT	3583	ATCO INTERNATIONAL	I0625058	2/5/2024	CUST ID: 500269	498.78	2/21/2024	363090	651352	564130
SHEBOYGAN TRANSIT	3583	ATCO INTERNATIONAL	I0624895	1/31/2024	CUST ID: 500269	343.45	2/21/2024	363090	651352	564130
SHEBOYGAN TRANSIT	18900	AURORA HEALTH	1522741	1/28/2024	ACCT NO: 600011555	287.00	2/21/2024	363091	651352	531560
SHEBOYGAN TRANSIT	2375	CINTAS FIRST AID	4183086277	2/12/2024	CUST NO: 18489016	653.65	2/21/2024	363104	651352	531100
SHEBOYGAN TRANSIT	2375	CINTAS FIRST AID	4181597064	1/29/2024	CUST NO: 18489016	627.85	2/7/2024	362958	651352	531100
SHEBOYGAN TRANSIT	2375	CINTAS FIRST AID	4182362661	2/5/2024	CUST NO: 18489016	456.87	2/21/2024	363104	651352	531100
SHEBOYGAN TRANSIT	2375	CINTAS FIRST AID	4180935514	1/22/2024	CUST NO: 18489016	429.78	2/7/2024	362958	651352	531100
SHEBOYGAN TRANSIT	2375	CINTAS FIRST AID	5194712531	1/26/2024	CUST NO: 18489016	186.59	2/7/2024	362958	651352	531100
SHEBOYGAN TRANSIT	2375	CINTAS FIRST AID	1904618689	2/6/2024	CUST NO: 18489016	120.00	2/21/2024	363104	651352	531100
SHEBOYGAN TRANSIT	2665	COMPLETE OFFICE	629006	1/18/2024	CUST NO: 9916	109.42	2/7/2024	3927	651352	540100
SHEBOYGAN TRANSIT	2665	COMPLETE OFFICE	629006	1/18/2024	CUST NO: 9916	53.50	2/7/2024	3927	651352	540210
SHEBOYGAN TRANSIT	7108	CUMMINS INC	F6-68862	1/29/2024	CUST NO: 36500	74.00	2/7/2024	362959	651352	562110
SHEBOYGAN TRANSIT	4821	E. H. WOLF & SONS	406984	1/31/2024	ACCT NO: 39786	660.00	2/21/2024	3988	651352	540245
SHEBOYGAN TRANSIT	2286	ECOLANE USA, INC.	CINV-048625	1/26/2024	CUST NO: C00116	7,999.00	2/7/2024	362964	651352	563110
SHEBOYGAN TRANSIT	21821	ERIC VON	2209260	2/1/2024	ACCT NO: 203741	252.26	2/21/2024	3992	651352	562110
SHEBOYGAN TRANSIT	21821	ERIC VON	178442	2/9/2024	CUST NO: 203741	203.25	2/21/2024	3993	651352	562110
SHEBOYGAN TRANSIT	21821	ERIC VON	2209276	2/6/2024	ACCT NO: 203741	55.95	2/21/2024	3991	651352	562110
SHEBOYGAN TRANSIT	5922	GANDRUD	1-1628957	1/16/2024	CUST NO: 4801409	189.42	2/7/2024	362972	651352	562110
SHEBOYGAN TRANSIT	7334	GILLIG LLC	41132667	1/24/2024	CUST NO: 72320701	1,392.30	2/7/2024	362973	651352	562110
SHEBOYGAN TRANSIT	7334	GILLIG LLC	41132666	1/24/2024	CUST NO: 72320701	1,211.78	2/7/2024	362973	651352	562110
SHEBOYGAN TRANSIT	7334	GILLIG LLC	41135667	1/31/2024	CUST NO: 72320701	923.25	2/21/2024	363122	651352	562110
SHEBOYGAN TRANSIT	7334	GILLIG LLC	41135062	1/30/2024	CUST NO: 72320701	327.78	2/21/2024	363122	651352	562110
SHEBOYGAN TRANSIT	7334	GILLIG LLC	41133677	1/26/2024	CUST NO: 72320701	155.30	2/7/2024	362973	651352	562110
SHEBOYGAN TRANSIT	10181	J.F. AHERN	629430	1/26/2024	CUST ID: SHORELINE METRO	2,954.40	2/7/2024	3941	651352	562110
SHEBOYGAN TRANSIT	7011	JAMES IMAGING	15737	2/9/2024	ACCT NO: C035-002	772.50	2/21/2024	363128	651352	563110
SHEBOYGAN TRANSIT	18200	JOS. SCHMITT & SONS	23002.077.01	12/31/2023	CUST ID:19748	2,090.00	2/7/2024	362980	651352	550110
SHEBOYGAN TRANSIT	3790	KAAT'S WATER	12285	1/31/2024	ACCT NO: 1387513	87.61	2/21/2024	4006	651352	555105
SHEBOYGAN TRANSIT	3790	KAAT'S WATER	DATED: 12.19.23	12/19/2023	ACCT NO: 1387513	(80.39)	2/21/2024	4006	651352	555105
SHEBOYGAN TRANSIT	5156	KRIETE TRUCK	X108037638.01	2/8/2024	CUST NO: 45387	840.54	2/21/2024	363132	651352	562110
SHEBOYGAN TRANSIT	5156	KRIETE TRUCK	X108036923.03	1/29/2024	CUST NO: 45387	390.36	2/21/2024	363132	651352	562110
SHEBOYGAN TRANSIT	5156	KRIETE TRUCK	X108036923.03	1/29/2024	CUST NO: 15647	390.36	2/7/2024	362983	651352	562110
SHEBOYGAN TRANSIT	5156	KRIETE TRUCK	X108036923.01	1/18/2024	CUST NO: 15387	247.88	2/7/2024	362983	651352	562110
SHEBOYGAN TRANSIT	5156	KRIETE TRUCK	X108037205.01	1/24/2024	CUST NO: 15647	194.86	2/7/2024	362983	651352	562110
SHEBOYGAN TRANSIT	5156	KRIETE TRUCK	X108036923.02	1/17/						

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Department	Vendor Number	Vendor	Invoice	Invoice Date	Line Item Descr	Line item amount	Check date	Check Number	Org	Obj
SHEBOYGAN TRANSIT	5180	UNITEGPS, LLC	23-1210	2/1/2024	CUST ID: SHORELINE METRO	1,078.00	2/21/2024	363186	651352	555120
SHEBOYGAN TRANSIT	13266	WHBL, WHBZ, WBFM,	637749-1	1/31/2024	ADVERTISER: SHORELINE METRO	272.00	2/21/2024	4035	651352	531400
SHEBOYGAN TRANSIT	13266	WHBL, WHBZ, WBFM,	637756-1	1/31/2024	ADVERTISER: SHORELINE METRO	272.00	2/21/2024	4035	651352	531400
SHEBOYGAN TRANSIT	13266	WHBL, WHBZ, WBFM,	637755-1	1/31/2024	ADVERTISER: SHORELINE METRO	272.00	2/21/2024	4035	651352	531400
SHEBOYGAN TRANSIT	166	WISCONSIN MEDIA	DATED: 1.28.24	1/8/2024	ACCT NO: SH3378353	465.51	2/7/2024	363038	651352	531400
SHEBOYGAN TRANSIT	4195	WISCONSIN	DATED: 1.31.24	1/31/2024	ADVERTISER NO: 2723	360.00	2/21/2024	363199	651352	531400
Total						\$37,235.47				
STOCKROOM	7304	ALL-LIFT SYSTEMS	0464786-IN	1/29/2024	CUST# 01-0002079 - WEB 2" BLACK CORDURA SLEEVING	164.11	2/21/2024	3969	101	161000
STOCKROOM	90	APPLIED INDUSTRIAL	7028867763	1/31/2024	ACCT# 0001221840 - ALEMITE P6509-E	274.92	2/21/2024	363087	101	161000
STOCKROOM	2485	BOBCAT OF	02-271956	2/1/2024	STOCKROOM - BA - 5.7L AIR FILTER	260.70	2/21/2024	363095	101	161000
STOCKROOM	2691	D&H SALES & SERVICE	01902	1/31/2024	STOCKROOM - AIR FILTER	161.97	2/21/2024	3984	101	161000
STOCKROOM	2691	D&H SALES & SERVICE	01900	1/24/2024	STOCKROOM - FUEL FILTERS	41.40	2/7/2024	3930	101	161000
STOCKROOM	9100	DAKOTA SUPPLY	S103480312.001	2/9/2024	CUST# 49037 BALL VALVE/GRINDING WHEEL	66.34	2/21/2024	363109	101	161000
STOCKROOM	9100	DAKOTA SUPPLY	S103478397.001	2/8/2024	CUST# 49037 - MLW 48-00-5184 BLD RECIPR 6" 18T 5/	45.80	2/21/2024	363109	101	161000
STOCKROOM	5088	ELLIS MFG COMPANY,	158468	1/18/2024	CUST# 59375 GRINDER BELT	265.64	2/7/2024	362965	101	161000
STOCKROOM	7439	FACTORY MOTOR	228-008150	1/30/2024	CUST#SB2410 OIL/FILTERS/RADIAL SEALS	154.41	2/21/2024	363115	101	161000
STOCKROOM	7439	FACTORY MOTOR	1-9393156	1/31/2024	ACCT# SB2410 - LUBE FILTER	150.30	2/21/2024	363115	101	161000
STOCKROOM	7439	FACTORY MOTOR	228-007799	1/19/2024	ACCT# SB-2410 - MAP GAS TORCH	139.95	2/7/2024	362969	101	161000
STOCKROOM	7439	FACTORY MOTOR	228-008273	2/1/2024	CUST# 228-008273 ROLOC DISCS	139.90	2/21/2024	363115	101	161000
STOCKROOM	7439	FACTORY MOTOR	275-004361	1/23/2024	ACCT# SB2410 - CARTRIDGE HYD FILTER	132.52	2/7/2024	362969	101	161000
STOCKROOM	7439	FACTORY MOTOR	50-5055816	1/31/2024	CUST# SB2410 FUEL FILTER	112.20	2/21/2024	363115	101	161000
STOCKROOM	7439	FACTORY MOTOR	228-008074	1/26/2024	ACCT# SB2410 - 16PB W/PRO STRAW	106.80	2/7/2024	362969	101	161000
STOCKROOM	7439	FACTORY MOTOR	228-008433	2/7/2024	ACCT# SB2410 - LUBRICANT 11OZ #1 SPRAY G ITEM 1017	83.85	2/21/2024	363115	101	161000
STOCKROOM	7439	FACTORY MOTOR	1-9370656	1/23/2024	CUST# SB2410 LUBE FILTER	68.52	2/7/2024	362969	101	161000
STOCKROOM	7439	FACTORY MOTOR	12-5752396	2/1/2024	ACCT# SB2410 - BREATHER FILTER	59.59	2/21/2024	363115	101	161000
STOCKROOM	7439	FACTORY MOTOR	228-007918	1/23/2024	CUST# SB2410 RADIAL SEAL/AIR FILTER	52.79	2/7/2024	362969	101	161000
STOCKROOM	7439	FACTORY MOTOR	50-5051381	1/29/2024	ACCT# SB2410 - RIGHT STUFF 5 OZ CART.	43.72	2/7/2024	362969	101	161000
STOCKROOM	7439	FACTORY MOTOR	228-008124	1/29/2024	ACCT# SB2410 - QTY S PER29208	39.42	2/7/2024	362969	101	161000
STOCKROOM	7439	FACTORY MOTOR	50-5055298	1/31/2024	CUST# SB2410 22" 97 SERIES	38.28	2/21/2024	363115	101	161000
STOCKROOM	7439	FACTORY MOTOR	228-008095	1/29/2024	ACCT# SB2410 - STABIL STORAGE 32OZ	36.88	2/7/2024	362969	101	161000
STOCKROOM	7439	FACTORY MOTOR	18-2188341	1/31/2024	ACCT# SB2410 - AIR FILTER	27.38	2/21/2024	363115	101	161000
STOCKROOM	7439	FACTORY MOTOR	226-008642	1/25/2024	ACCT# SB2410 - WIX 57750S	23.48	2/7/2024	362969	101	161000
STOCKROOM	7439	FACTORY MOTOR	50-5075353	2/8/2024	ACCT# SN2410 - AIR FILTER	16.33	2/21/2024	363115	101	161000
STOCKROOM	7439	FACTORY MOTOR	226-009305	2/8/2024	ACCT# SB2410 - 233 - MASKING TAPE	15.69	2/21/2024	363115	101	161000
STOCKROOM	7439	FACTORY MOTOR	228-007893	1/23/2024	CUST# SB2410 HAIR PIN COTTER	11.44	2/7/2024	362969	101	161000
STOCKROOM	7439	FACTORY MOTOR	18-2186347	1/23/2024	CUST# SB2410 FILTER	9.67	2/7/2024	362969	101	161000
STOCKROOM	7439	FACTORY MOTOR	50-5041364	1/24/2024	CUST# SB2410 PLUG	9.16	2/7/2024	362969	101	161000
STOCKROOM	7439	FACTORY MOTOR	227-003758	1/19/2024	ACCT# SB2410 - EDL 680000	3.95	2/7/2024	362969	101	161000
STOCKROOM	5648	FASTENAL COMPANY	WISHE345073	1/17/2024	WISHE0157 - PB DOM 5/8-11X4 P 8	1,217.70	2/7/2024	3934	101	161000
STOCKROOM	5648	FASTENAL COMPANY	WISHE345157	1/22/2024	CUST# WISHE0157 STRAP	718.88	2/7/2024	3934	101	161000
STOCKROOM	5648	FASTENAL COMPANY	WISHE345189	1/22/2024	CUST# WISHE0157 CLIPS	591.68	2/7/2024	3934	101	161000
STOCKROOM	5648	FASTENAL COMPANY	WISHE345377	1/30/2024	CUST# WISHE0157 - 5/8-11X3.5 TAP YZ8	187.05	2/21/2024	3995	101	161000
STOCKROOM	5648	FASTENAL COMPANY	WISHE345569	2/8/2024	CUST# WISHE0157 - CB5-16-18X2.25 Z KEG	84.06	2/21/2024	3995	101	161000
STOCKROOM	5648	FASTENAL COMPANY	WISHE345632	2/12/2024	CUST# WISHE0157	22.06	2/21/2024	3995	101	161000
STOCKROOM	5648	FASTENAL COMPANY	WISHE345124	1/19/2024	CUST0157 - 5/16" - 18 FHN Z	17.30	2/21/2024	3995	101	161000
STOCKROOM	5648	FASTENAL COMPANY	WISHE345327	1/26/2024	CUST# WISHE0157 - SAE THRU-HARD 3/8 YZ	11.68	2/7/2024	3934	101	161000
STOCKROOM	7257	GIBBSVILLE	22362	1/23/2024	CUST# 79060 FILTER	580.00	2/7/2024	3937	101	161000
STOCKROOM	7257	GIBBSVILLE	22765	2/12/2024	CUST# 79060 FILTER	464.00	2/21/2024	3997	101	161000
STOCKROOM	7750	GRAINGER	9967298226	1/18/2024	CUST# 806414736 CLEANER/DEGREASER/SHIPPING	417.80	2/7/2024	362974	101	161000
STOCKROOM	5156	KRIETE TRUCK	X108037263.01	1/26/2024	CUST# 15647 ELBOW	21.88	2/7/2024	362983	101	161000
STOCKROOM	1439	KUNDINGER FLUID	50777411	1/22/2024	CUST# 101955 PARTS	715.51	2/7/2024	3946	101	161000
STOCKROOM	1439	KUNDINGER FLUID	50779798	2/7/2024	CUST# 101955 - COUP 4000 SER 3/4"	212.16	2/21/2024	4009	101	161000
STOCKROOM	1492	NAPA PARTS	440895	1/17/2024	STOCKROOM - HYD HOSE FITTINGS	311.32	2/7/2024	3950	101	161000
STOCKROOM	1492	NAPA PARTS	441312	1/23/2024	CUST# 78337 SEAL/AIR/FLUID FILTER/OIL/SPARK PLUG	290.44	2/7/2024	3950	101	161000
STOCKROOM	1492	NAPA PARTS	441333	1/23/2024	CUST# 78337 CRANKCASE FILTER	228.64	2/7/2024	3950	101	161000
STOCKROOM	1492	NAPA PARTS	442299	2/1/2024	STOCKROOM - SPIN-ON FLUID FILTER	171.52	2/21/2024	4014	101	161000
STOCKROOM	1492	NAPA PARTS	442219	2/1/2024	STOCKROOM - NAPA SYN 15W/50 QT	167.76	2/21/2024	4014	101	161000
STOCKROOM	1492	NAPA PARTS	442212	2/1/2024	STOCKROOM - HYDRAULIC FILTER	132.52	2/21/2024	4014	101	161000
STOCKROOM	1492	NAPA PARTS	442899	2/9/2024	STOCKROOM - FLAP DISC	118.86	2/21/2024	4014	101	161000
STOCKROOM	1492	NAPA PARTS	441185	1/22/2024	STOCKROOM - SPIN-ON FLUID FILTER	98.10	2/7/2024	3950	101	161000
STOCKROOM	1492	NAPA PARTS	441316	1/23/2024	CUST# 78337 BEAMS/WINDSHIELD WASH	88.00	2/7/2024	3950	101	161000
STOCKROOM	1492	NAPA PARTS	440655	1/16/2024	STOCKROOM - PANEL FILTER	82.19	2/7/2024	3950	101	161000
STOCKROOM	1492	NAPA PARTS	442663	2/7/2024	STOCKROOM - SILICONE LUBRICANT	71.51	2/21/2024	4014	101	161000
STOCKROOM	1492	NAPA PARTS	442465	2/5/2024	STOCKROOM - GL BLAC	70.14	2/21/2024	4014	101	161000
STOCKROOM	1492	NAPA PARTS	443009	2/12/2024	STOCKROOM - AIR FILTER	64.95	2/21/2024	4014	101	161000
STOCKROOM	1492	NAPA PARTS	442802	2/8/2024	STOCKROOM - SPARK PLUG	49.92	2/21/2024	4014	101	161000
STOCKROOM	1492	NAPA PARTS	442943	2/9/2024	STOCKROOM - HYD HOSE FITTINGS	47.22	2/21/2024	4014	101	161000
STOCKROOM	1492	NAPA PARTS	442631	2/6/2024	STOCKROOM - RADIAL SEAL FILTER	46.68	2/21/2024	4014	101	161000
STOCKROOM	1492	NAPA PARTS	440972	1/18/2024	STOCKROOM - PX ALUM ANTI-SEIZE LU	46.33	2/7/2024	3950	101	161000
STOCKROOM	1492	NAPA PARTS	442320	2/1/2024	CUST# 78337 ALARM	40.99	2/21/2024	4014	101	161000
STOCKROOM	1492	NAPA PARTS	440867	1/17/2024	STOCKROOM - ELECTRONIC CLEANER	40.14	2/7/2024	3950	101	161000
STOCKROOM	1492	NAPA PARTS	441497	1/24/2024	CUST# 78337 FITTING	39.66	2/7/2024	3950	101	161000
STOCKROOM	1492	NAPA PARTS	442939	2/9/2024	STOCKROOM - NAPA LUMON SPLIT FLEX CONVOLUTED	39.50	2/21/2024	4014	101	161000
STOCKROOM	1492	NAPA PARTS	441119	1/19/2024	CUST# 78337 PLASTIC JUNCTION BOX/FREIGHT	37.81	2/7/2024	3950	101	161000
STOCKROOM	1492	NAPA PARTS	442377	2/2/2024	CUST# 78337 AIR FILTER/HYD HOSE FITTINGS	34.50	2/21/2024	4014	101	161000
STOCKROOM	1492	NAPA PARTS	442126	1/31/2024	STOCKROOM - CARB SPRAY	27.54	2/21/2024	4014	101	161000
STOCKROOM	1492	NAPA PARTS	441962	1/30/2024	CUST# 78337 WTHRSTRP ADHV	26.02	2/21/2024	4014	101	161000
STOCKROOM	1492	NAPA PARTS	441788	1/26/2024	STOCKROOM - MOTOR TUNE-UP	25.47	2/7/2024	3950	101	161000
STOCKROOM	1492	NAPA PARTS	440666	1/16/2024	CUST#78337 STOCKROOM HYD HOSE FITTINGS	22.50	2/7/2024	3950	101	161000
STOCKROOM	1492	NAPA PARTS	440808	1/17/2024	STOCKROOM - HYD HOSE FITTINGS	22.50	2/7/2024	3950	101	161000
STOCKROOM	1492	NAPA PARTS	441444	1/24/2024	CUST# 78337 NAIL BRUSH	22.14	2/7/2024	3950	101	161000
STOCKROOM	1492	NAPA PARTS	442632	2/6/2024	STOCKROOM - OIL FILTER	15.58	2/21/2024	4014	101	161000
STOCKROOM	1492	NAPA PARTS	440894	1/17/2024	STOCKROOM - SPIN-ON FLUID FILTER	14.82	2/7/2024	3950	101	161000
STOCKROOM	1492	NAPA PARTS	440645	1/16/2024	CUST#78337 STOCKROOM AIR FILTER	10.71	2/7/2024	3950	101	161000
STOCKROOM	1492	NAPA PARTS	441952	1/30/2024	STOCKROOM - FITTING	7.70	2/21/2024	4014	101	161000
STOCKROOM	1492	NAPA PARTS	441591	1/25/2024	STOCKROOM - FITTING	7.40	2/7/2024	3950	101	161000
STOCKROOM	16722									

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WASTEWATER	7137	HARTER'S LAKESIDE	601489	1/31/2024	CUST# 02-35793 7 - 15 YARD DUMP & LEAVE	654.90	2/21/2024	363124	630361	533125
WASTEWATER	6938	HYDRITE	202400009862	2/7/2024	2024 ESTIMATED SODIUM HYPOCHLORITE	9,231.00	2/21/2024	363125	630361	540410
WASTEWATER	7036	JAMES LEASING	15740	2/9/2024	CUST# CO37 PRINT LEASE	365.56	2/21/2024	363129	630361	563110
WASTEWATER	7036	JAMES LEASING	15419	1/18/2024	CUST# CO37 CONTRACT	210.89	2/7/2024	362979	630361	563110
WASTEWATER	11085	KEMIRA WATER	9017823141	2/6/2024	2024 ESTIMATED FERRIC CHLORIDE	13,013.25	2/21/2024	4007	630361	540410
WASTEWATER	11085	KEMIRA WATER	9017818827	1/17/2024	2024 ESTIMATED FERRIC CHLORIDE	12,917.46	2/7/2024	3944	630361	540410
WASTEWATER	11085	KEMIRA WATER	9017821467	2/1/2024	2024 ESTIMATED FERRIC CHLORIDE	12,561.68	2/21/2024	4007	630361	540410
WASTEWATER	1258	KWIK TRIP INC.	02.02.2024	2/2/2024	CUST# 00260158 FUEL CHARGES	206.57	2/21/2024	4010	630361	540230
WASTEWATER	12695	MARSHALL-BOND	40606.0	12/31/2023	NORDELL BALL/FREIGHT	918.19	2/7/2024	362991	630361	550110
WASTEWATER	7237	NALCO WATER	6602431000	1/4/2024	WASTEWATER NALCO SCALE GUARD	6,401.65	2/21/2024	363144	630361	540410
WASTEWATER	14044	NORTH CENTRAL	499242	2/6/2024	2024 ESTIMATED LABORATORY SUPPLIES	465.42	2/21/2024	4015	630361	531100
WASTEWATER	14044	NORTH CENTRAL	498926	1/31/2024	2024 ESTIMATED LABORATORY SUPPLIES	121.63	2/21/2024	4015	630361	531100
WASTEWATER	14044	NORTH CENTRAL	498432	1/22/2024	2024 ESTIMATED LABORATORY SUPPLIES	106.36	2/7/2024	3952	630361	531100
WASTEWATER	14044	NORTH CENTRAL	498538	1/24/2024	2024 ESTIMATED LABORATORY SUPPLIES	43.18	2/7/2024	3952	630361	531100
WASTEWATER	15014	NORTHERN LAKE	2401613	1/31/2024	2024 ESTIMATED METAL AND PRIMARY EFFLUENT	589.47	2/21/2024	4016	630361	531100
WASTEWATER	15541	PVS CHEMICAL	573758	12/18/2023	CUST# 27217 - 2023 SODIUM BISULFITE	6,264.67	2/7/2024	363007	630361	540410
WASTEWATER	5355	R.W. BARON	24-8899	2/1/2024	WASTEWATER TDS SPARE PARTS	7,178.24	2/21/2024	363163	630361	550110
WASTEWATER	924	SUPERIOR CRANE	137752	1/29/2024	WASTEWATER CRANE & HOIST INSPECTION	1,425.00	2/7/2024	363021	630361	536120
WASTEWATER	17631	USA BLUE BOOK	INV00273154	2/9/2024	CUST# 360563 - REPLACEMENT SCREEN 20 MESH FOR	329.04	2/21/2024	363187	630361	550110
WASTEWATER	17631	USA BLUE BOOK	INV00253783	1/23/2024	2024 ESTIMATED LAB EQUIPMENT AND SUPPLIES	141.68	2/7/2024	363030	630361	531100
WASTEWATER	17631	USA BLUE BOOK	INV00256833	1/25/2024	2024 ESTIMATED LAB EQUIPMENT AND SUPPLIES	18.39	2/7/2024	363030	630361	531100
WASTEWATER	21778	VIKING ELECTRIC	S007776146.001	2/9/2024	ACCT# V9626 - MLW 49-56-9100 Q/C HOLE SAW A	265.34	2/21/2024	363189	630361	659200
WASTEWATER	21778	VIKING ELECTRIC	S007760120.001	2/5/2024	ACCT# V9626 - STL-CTY HC-402	102.23	2/21/2024	363189	630361	659200
WASTEWATER	21778	VIKING ELECTRIC	S007700906.001	1/17/2024	CUST# V9626 SLEEVE/POWER BIT 1/4"/CRIMP TOOL	75.75	2/7/2024	363032	630361	564120
WASTEWATER	21778	VIKING ELECTRIC	S007693058.004	1/31/2024	CUST# V9626 CONNECTORS	39.96	2/21/2024	363189	630361	564120
WASTEWATER	21778	VIKING ELECTRIC	S007693058.002	1/17/2024	CUST# V9626 COMP SLEEVE 8/5/16" STUDDPKG50	17.94	2/7/2024	363032	630361	564120
WASTEWATER	21778	VIKING ELECTRIC	S007693058.003	1/17/2024	CUST# V9626 5/16" STUDDPKG50	5.21	2/7/2024	363032	630361	564120
WASTEWATER	21827	VORPAHL FIRE &	215376520	2/1/2024	WASTEWATER DAVIT ARM	4,336.00	2/21/2024	4033	630361	560256
WASTEWATER	21827	VORPAHL FIRE &	215376746	2/6/2024	CUST# 14962 - 8510359 HEX HEAD SCREWS ZINC PLATED	64.88	2/21/2024	4032	630361	560256
WASTEWATER	22007	WASTE MANAGEMENT	0033520-2289-5	2/1/2024	WWTP - SPECIAL WASTE SOLID OTHERS	576.42	2/21/2024	363192	630361	533125
WASTEWATER	22007	WASTE MANAGEMENT	0033460-2289-4	1/16/2024	CUST# 25-22279-33009 SPECIAL WASTE SOLID	355.54	2/7/2024	363036	630361	533125
Total						\$102,863.76				

CITY OF SHEBOYGAN
R.O. ____-23-24

BY COMPTROLLER EVAN GROSSEN.

MARCH 18, 2024.

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 February 2024 is being provided.

Fund	Total Checks Issued
General (101)	\$1,485,221.54
Cable TV (211)	\$632.70
Public Safety Special Revenue (220)	\$80.83
MEG Unit (221)	\$2,800.11
Marina (231)	\$2,605.88
Tourism (250)	\$299,085.57
Uptown Social (253)	\$4,402.23
Library (255)	\$85,104.06
Community Development Block Grant (260)	\$52,948.76
Affordable Housing (261)	\$52.05
Redevelopment Authority (264)	\$4,588.00
Capital Improvements (400)	\$1,420,797.20
Tax Increment District 6 (406)	\$3,725.00
Tax Increment District 10 (410)	\$1,675.00
Tax Increment District 12 (412)	\$912.00
Tax Increment District 13 (413)	\$4,207.00
Tax Increment District 14 (414)	\$3,235.00
Tax Increment District 15 (415)	\$71,839.39
Tax Increment District 18 (418)	\$11,247.73
Wastewater (630)	\$374,858.62
Recycling (632)	\$9,860.00
Boat Facility (633)	\$1,508.22
Parking (650)	\$5,798.74
Transit (651)	\$64,841.51
Health Insurance (710)	\$122,155.46
Liability Insurance (711)	\$27,787.75
Workers Compensation (712)	\$2,295.85
Information Technology (713)	\$65,861.16
Motor Vehicle (730)	\$589,167.09
Tax Collections (880)	\$98,535.71
Total	\$4,817,830.16