

**SHEBOYGAN COUNTY SALES TAX REVENUE-SHARING
FOR TRANSPORTATION INFRASTRUCTURE MAINTENANCE
2024 INTERGOVERNMENTAL COOPERATIVE AGREEMENT**

1. PARTIES. The parties to the Agreement are the City of Sheboygan (Municipality), a municipal corporation with offices at 828 Center Avenue Sheboygan, WI 53081, and **SHEBOYGAN COUNTY** (County), a Wisconsin governmental body corporate, organized pursuant to Wis. Stat. § 59.01, having its principal offices at 508 New York Avenue, Sheboygan, Wisconsin 53081.

2. PURPOSE. Sheboygan County enacted Ordinance No. 2 (2016/17) establishing a one-half percent (.5%) County sales tax for the purpose of raising revenues to address the challenges of maintaining Sheboygan County's roads and bridges. In enacting the Ordinance, the County Board recognized that the municipalities within Sheboygan County have similar financing challenges for the transportation infrastructures within those municipalities. The Ordinance requires that \$1.5 Million of anticipated revenues (adjusted annually) from the sales tax be distributed to municipalities within County based on an equalized value formula provided that the municipalities agree to be bound by the terms of an Intergovernmental Cooperative Agreement as approved by the County Board. This Agreement, having been approved by the County Board, and agreed to by Municipality, assures that the revenue being distributed herein will be spent to maintain Municipality's road and bridge infrastructure.

3. EFFECTIVE DATE; TERM; TERMINATION.

A. Effective Date. This Agreement shall become effective on the last date of the required signatures at the end of this document.

B. Term. The term of this Agreement is for calendar year 2024.

C. Termination – By County. During the term, this Agreement may be terminated by County, if County determines that Municipality is not honoring the terms and conditions of this Agreement and County shall have no further obligations to make any payments or perform any other requirements herein.

D. Termination – By Municipality. During the term, this Agreement may be terminated by Municipality if Municipality determines that it no longer wishes to be bound by the terms and conditions of this Agreement and County shall be relieved of any further obligations to make any payments or perform any other requirements herein.

4. AUTHORITY. This Agreement is entered into between the parties pursuant to Wis. Stat. § 66.0301, authorizing intergovernmental cooperation and by Wis. Stat. § 77.76(3) which allows counties to distribute sales tax proceeds to municipalities within Sheboygan County. Both parties represent that their respective governing bodies have authorized entry into this Agreement.

5. RESPONSIBILITIES OF COUNTY.

A. County shall, over the course of calendar year 2024, pay to Municipality as a distribution of sales tax revenue, the sum of \$637,980.

B. County shall determine at its option whether the payment will be distributed in one lump sum or whether it will be in periodic payments. County shall determine at its option the timing and method of the payments.

C. County shall provide reasonable advance notice to Municipality as to its payment distribution method so that Municipality may budget accordingly.

6. RESPONSIBILITIES OF MUNICIPALITY.

A. Municipality agrees to use the payment for road and bridge maintenance purposes.

B. Municipality agrees not to reduce its road and bridge maintenance budget as a result of receiving the payment. It is the intent that the payment shall enhance Municipality's ability to address its road and bridge maintenance needs over the amount that Municipality would otherwise be budgeting for this purpose.

C. Municipality may, as part of its budgeting and planning process, hold over spending all or part of the payment into a different calendar year or otherwise bundle the payment in a manner that is acceptable in advance with the County provided the County is satisfied that Municipality's spending of the payment is consistent with the intent that the payment shall enhance Municipality's ability to address its road and bridge maintenance needs over the amount that Municipality would otherwise be budgeting for this purpose

D. Municipality agrees to cooperate with County's Finance Department to allow County to review Municipality's budget, resulting financial reports, and supporting detail to assure County that Municipality is complying as provided herein.

E. Municipality must provide a Resolution supporting the County Sales Tax Revenue-Sharing Cooperative Agreement.

7. RESOLUTION OF DISPUTES. County, through its County Administrator, shall determine as to whether Municipality has fulfilled its responsibilities under this Agreement. This Agreement will be renewed annually upon similar terms.

8. HOLD HARMLESS; INDEMNIFICATION. Each party shall defend, hold harmless, and indemnify the other against any and all claims, liabilities, damages, judgments, causes of action, costs, loss, and expense including reasonable attorneys' fees imposed upon or incurred by the other party arising from or related to the negligent or intentionally tortious acts or omissions of the indemnifying party's officers, employees, or agents in performing the services pursuant to the Agreement. Each party shall promptly notify the other of any claim arising under this provision, and each party shall fully

cooperate with the other in the investigation, resolution, and defense of such claim. This Agreement does not waive any governmental or sovereign immunity. Both parties retain all applicable governmental immunities, defenses, and statutory limitations available, including Wis. Stat. § 893.80, 895.52, and 345.05.

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

10. ENTIRE AGREEMENT. This Agreement constitutes the entire understanding between the parties relating to their relationship and supersedes all prior understandings, oral agreements, negotiations, representations, and agreements relating to the same subject matter.

Approved by the parties by the following authorized representatives:

City of Sheboygan

By: _____
Authorized Representative

Date Signed

By: _____
Authorized Representative

Date Signed

SHEBOYGAN COUNTY

By: _____
Alayne Krause
Sheboygan County Administrator

Date Signed

By: _____
Vernon Koch
County Board Chair

Date Signed

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Sheboygan County Shared Revenue Program

Budget Year 2024

(Form A)

Section One

Municipality: City of Sheboygan

Transportation Budget 2023: \$ _____

Transportation Estimated Actual Expenditures for 2023: \$ _____

Transportation Budget Proposed 2024: \$ _____

County Shared Revenue: \$ _____

Per Intergovernmental Agreement Section 6.C. - is the County Shared Revenue increasing what would have otherwise been accomplished in 2024? (check one)

Yes No Project is a multi-year project

Section Two - Transportation Project the revenue will be applied to *(If multiple projects, please complete Form A, Section Two for each project):*

Project(s) Description

Where: _____

What work will be done: _____

Project ID: _____

Total cost of Project: \$ _____

Anticipated start of Project: _____

Anticipated completion of Project: _____

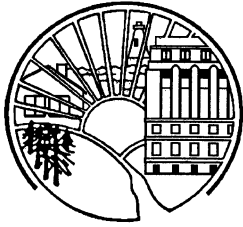
General Ledger Accounting Unit (if identifiable): _____

I hereby attest the information provided above is an accurate representation of the intended use of the transportation funds from the Sheboygan County Shared Revenue Program and understand that any misrepresentations may result in funds being denied in future years.

Signature

Date

Title



SHEBOYGAN COUNTY

Vernon Koch
Chairman of the Board

Alayne Krause
County Administrator

August 29, 2023

Ryan Sorenson
City of Sheboygan
828 Center Avenue
Sheboygan, WI 53081

Re: Sheboygan County Transportation Shared Revenue Program

Dear Mr. Sorenson,

As you know, effective January 1, 2017, the Sheboygan County Board enacted the one-half percent county sales tax to help maintain Sheboygan County's transportation system. The County Ordinance includes a provision to share the county sales tax revenue with local units of government to assist you in addressing your own transportation needs. We will be allocating \$2,156,072 for 2024. We will once again allocate based on your municipality's equalized value. The respective amounts are shown in the enclosed equalized value worksheet. Payments will again be disbursed in two equal installments in July 2024 and September 2024.

Please find enclosed the Sheboygan County Sales Tax Revenue-Sharing Intergovernmental Cooperative Agreement which sets forth the terms and conditions upon which Sheboygan County will share sales tax revenue to assist you in maintaining your roads and bridges. A signed Intergovernmental Cooperative Agreement and signed Form A should be returned to the Sheboygan County Finance Department by December 1st. Once all signatures are attained, a copy of the Intergovernmental Agreement will be returned to you for your records.

We respect and appreciate your role in helping maintain a safe and reliable transportation system, and we are striving to keep the process of sharing this revenue efficient, transparent and straight forward. Thank you for your leadership and support. If you have questions, please don't hesitate to contact us, County Finance Director Stephen Hatton, or County Transportation Director Bryan Olson.

Respectfully yours,

Vernon Koch, County Board Chairperson

Respectfully yours,

Alayne Krause, County Administrator

Cc: Finance Director Stephen Hatton
Transportation Director Bryan Olson
Corporation Counsel Crystal Fieber

Enclosed: Intergovernmental Cooperative Agreement
Form A
Equalized Value Worksheet

**Sheboygan County Sales Tax Revenue Sharing with Municipalities
Budget Year 2024**

<u>MUNI NAME</u>	<u>2023 EQ VAL LESS TID</u>		<u>2024 BUDGET</u>		<u>2023 BUDGET</u>	<u>Change</u>
	<u>INCREMENT</u>	<u>PERCENT</u>	<u>ALLOCATION</u>	<u>ALLOCATION</u>		
GREENBUSH	219,043,000	1.59%	\$34,175	\$33,951	\$225	
HERMAN	204,192,400	1.48%	\$31,858	\$29,421	\$2,437	
HOLLAND	469,560,500	3.40%	\$73,261	\$68,598	\$4,663	
LIMA	360,112,000	2.61%	\$56,185	\$51,733	\$4,452	
LYNDON	276,216,900	2.00%	\$43,096	\$37,181	\$5,915	
MITCHELL	179,273,800	1.30%	\$27,970	\$26,950	\$1,020	
MOSEL	183,830,900	1.33%	\$28,681	\$27,694	\$988	
TOWN OF PLYMOUTH	533,995,700	3.86%	\$83,315	\$78,726	\$4,589	
RHINE	571,183,100	4.13%	\$89,117	\$80,398	\$8,718	
RUSSELL	49,817,200	0.36%	\$7,773	\$7,494	\$279	
SCOTT	233,001,300	1.69%	\$36,353	\$33,150	\$3,203	
TOWN OF SHEBOYGAN	1,143,382,500	8.27%	\$178,392	\$168,341	\$10,051	
TOWN OF SHEBOYGAN FALLS	299,177,000	2.16%	\$46,678	\$45,830	\$848	
SHERMAN	211,473,400	1.53%	\$32,994	\$29,255	\$3,739	
WILSON	685,894,200	4.96%	\$107,014	\$96,296	\$10,718	
ADELL	46,850,900	0.34%	\$7,310	\$7,401	-\$92	
CASCADE	62,910,300	0.46%	\$9,815	\$8,669	\$1,147	
CEDAR GROVE	219,488,400	1.59%	\$34,245	\$31,174	\$3,071	
ELKHART LAKE	398,327,100	2.88%	\$62,147	\$58,029	\$4,119	
GLENBEULAH	49,274,000	0.36%	\$7,688	\$7,032	\$656	
HOWARDS GROVE	389,590,800	2.82%	\$60,784	\$55,802	\$4,982	
KOHLER	632,639,700	4.58%	\$98,705	\$87,796	\$10,909	
OOSTBURG	302,791,300	2.19%	\$47,242	\$40,332	\$6,910	
RANDOM LAKE	214,099,300	1.55%	\$33,404	\$32,479	\$925	
WALDO	54,567,000	0.39%	\$8,514	\$7,594	\$920	
PLYMOUTH	911,847,000	6.60%	\$142,267	\$131,237	\$11,030	
SHEBOYGAN	4,089,066,700	29.59%	\$637,980	\$591,273	\$46,708	
SHEBOYGAN FALLS	827,507,100	5.99%	\$129,108	\$123,613	\$5,496	
COUNTY TOTAL	13,819,113,500	1.00	\$2,156,072	\$1,997,448	\$158,624	