

"Start where you are. Use what you have. Do what you can." Arthur Ashe

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

Notice of the 11th Regular Meeting of the 2022-2023 Common Council at 6:00 PM, TUESDAY, September 6, 2022 in City Hall, 3rd Floor - Council Chambers, 828 Center Avenue, Sheboygan, WI. Persons with disabilities who need accommodations to attend the meeting should contact Meredith DeBruin at the City Clerk's Office, 828 Center Avenue, (920) 459-3361.

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

OPENING OF MEETING

1. Roll Call

Alderpersons Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Ramey, Rust, and Salazar may attend the meeting remotely

- 2. Pledge of Allegiance
- **3.** Approval of Minutes Tenth Regular Council Meeting held on August 15, 2022

<u>4.</u> Resignation Alderperson Grazia Perrella from the Public Works Committee

<u>5.</u> Mayoral Appointments

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

6. Confirmation of Mayoral Appointments

Kim Meller to City Plan Commission and Kelsey Bird to City Sustainable Task Force

7. Public Forum

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

8. Mayor's Announcements

Upcoming Community Events, Proclamations, Employee Recognitions

9. Announcement

Board of Water Commissioners election to be held on September 19, 2022 (Term beginning October 1, 2022)

CONSENT

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

- **11.** R. O. No. 57-22-23 by Board of License Examiners submitting an application for a Building Contractor License already granted.
- **12.** R. O. No. 60-22-23 by City Clerk submitting a communication from the Wisconsin Department of Administration stating it does not object to the revised final plat submitted for Maywood Estates.
- 13. R. C. No. 81-22-23 by Finance and Personnel Committee to whom was referred R. C. No. 274-21-22 by Finance and Personnel Committee to whom was referred R. O. No. 79-21-22 by City Clerk submitting a Summons and Complaint in the matter of Washington School Apartments, LLC vs. City of Sheboygan; recommends filing the document.
- **14.** R. C. No. 83-22-23 by Finance and Personnel Committee to whom was referred Res. No. 53-22-23 by Alderpersons Mitchell and Filicky-Peneski approving the City of Sheboygan SouthPointe Enterprise Campus Real Estate Sales Commission Policy; recommends adopting the Resolution.
- 15. R. C. No. 84-22-23 by Finance and Personnel Committee to whom was referred R. O. No. 54-22-23 by City Attorney reporting that the City's outside legal counsel has settled the matter of Washington School Apartments, LLC vs. City of Sheboygan, Sheboygan County Circuit Court Case No. 2021CV000312, with a payment by the City in the amount of \$7,496.17 representing a partial refund for property taxes paid in 2021; recommends filing the document.
- **16.** R. C. No. 86-22-23 by Licensing, Hearings, and Public Safety Committee to whom was referred R. O. No. 55-22-23 by City Clerk submitting a license application (SS Northstar); recommends granting the license.
- 17. R. C. No. 85-22-23 by Finance and Personnel Committee to whom was referred R. O. No. 47-22-23 by City Clerk submitting a Summons and Complaint in the matter of US Bank National Association v. Michelle Aguilar et at; recommends filing the document.
- 18. R. C. No. 87-22-23 by Licensing, Hearings, and Public Safety Committee to whom was referred Res. No. 55-22-23 by Alderpersons Felde and Ackley authorizing the appropriate City officials to execute an agreement with Axim Geospatial for on-demand GIS support to the Sheboygan Police Department; recommends adopting the Resolution.
- 19. R. C. No. 88-22-23 by Licensing, Hearings, and Public Safety Committee to whom was referred Res. No. 56-22-23 by Alderpersons Felde and Ackley authorizing entering into an Intergovernmental Cooperative Agreement with the Village of Kohler with regard to providing City of Sheboygan Fire personnel, equipment, and/or services in response to mass casualty events that result from an act of violence at the Aurora Medical Center-Sheboygan County, located at 3400 Union Avenue.; recommends adopting the Resolution.
- R. C. No. 89-22-23 by Licensing, Hearings, and Public Safety Committee to whom was referred R. O. No. 56-22-23 by City Clerk submitting various license applications; recommends granting the licenses.
- 21. R. C. No. 91-22-23 by Public Works Committee to whom was referred Res. No. 52-22-23 by Alderpersons Dekker and Perrella authorizing the appropriate City officials to enter into a contract with Konz Electric, LLC for the replacement of the Central Fire detection and alarm system at the Mead Public Library; recommends adopting the Resolution.

REPORT OF OFFICERS

- 22. R. O. No. 58-22-23 by City Clerk submitting a Summons and Complaint in the matter of Phyllis Dergantz et al. vs. Tammy Angel et. al. REFER TO FINANCE AND PERSONNEL COMMITTEE
- 23. R. O. No. 59-22-23 by City Clerk submitting a document from the Wisconsin State Board of Assessors regarding a Personal Property Objection received from Georgia Pacific Corrugated LLC on August 12, 2022. REFER TO FINANCE AND PERSONNEL COMMITTEE
- 24. R. O. No. 61-22-23 by City Clerk submitting various license applications. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE

RESOLUTIONS

- **25.** Res. No. 63-22-23 by Alderpersons Mitchell and Filicky-Peneski authorizing the appropriate City officials to enter into a Leave of Absence Administration Services Agreement with Flores & Associates, LLC. SUSPEND THE RULES AND ADOPT THE RESOLUTION
- 26. Res. No. 57-22-23 by Alderpersons Mitchell and Filicky-Peneski authorizing the appropriate City Officials to enter into a contract with Scott's Excavating, Inc. for the demolition and associated site restoration of the structures located at 2535-2601 North 15th Street (former Jakum's Hall) so as to prepare the site to be offered for future development. REFER TO FINANCE AND PERSONNEL COMMITTEE
- 27. Res. No. 59-22-23 by Alderpersons Felde and Ackley authorizing the appropriate City officials to enter into a contract with Metals Treatment Technologies, LLC ("MT2") for lead remediation from the outdoor Police Shooting Range located at the Wastewater Treatment Facility. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE
- 28. Res. No. 58-22-23 by Alderpersons Felde and Ackley authorizing the Purchasing Agent to issue a purchase order for the purchase of four (4) Police Squad Sport Utility Vehicles and one (1) large capacity van for the Sheboygan Police Department. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE
- **29.** Res. No. 61-22-23 by Alderpersons Mitchell and Filicky-Peneski authorizing the Purchasing Agent to issue a purchase order to Transportation Equipment Sales Corporation (TESCO) for the purchase of six (6) paratransit buses for the Shoreline Metro-Metro Connection Paratransit Bus Fleet. REFER TO FINANCE AND PERSONNEL COMMITTEE
- <u>30.</u> Res. No. 60-22-23 by Alderpersons Mitchell and Filicky-Peneski authorizing the appropriate City officials to enter into an Intergovernmental Cooperative Agreement with Sheboygan County for Sales Tax Revenue-Sharing for Transportation Infrastructure Maintenance. REFER TO FINANCE AND PERSONNEL COMMITTEE
- **31.** Res. No. 62-22-23 by Alderpersons Dekker and Perrell authorizing the appropriate City officials to execute agreements with Schichtel's Nursery, Inc. and Chestnut Ridge Nursery, Inc. for the purchase of 720 street trees. REFER TO PUBLIC WORKS COMMITTEE
- 32. Res. No. 65-22-23 by Alderpersons Felde and Ackley authorizing application for the NAMI Wisconsin CIT and CIP Expansion Grant. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE
- **33.** Res. No. 64-22-23 by Alderpersons Mitchell and Filicky-Peneski authorizing entering into a contract with Key Benefit Concepts for an updated actuarial valuation of Other Post-Employment Benefits (OPEB) liability. REFER TO FINANCE AND PERSONNEL COMMITTEE

34. Res. No. 66-22-23 by Alderpersons Mitchell and Filicky-Peneski authorizing a budget adjustment and appropriation in the 2022 budget regarding the implementation of the updated pay scale for non-represented employees. REFER TO FINANCE AND PERSONNEL COMMITTEE

REPORT OF COMMITTEES

- **35.** R. C. No. 82-22-23 by Finance and Personnel Committee to whom was referred R. C. No. 33-22-23 by Finance and Personnel Committee to whom was referred Res. No. 24-22-23 by Alderpersons Mitchell and Filicky-Peneski adopting updated wage classifications and steps as part of the 2022 City of Sheboygan Compensation Program for Non-Represented Employees; recommends adopting the Resolution.
- **36.** R. C. No. 90-22-23 by Public Works Committee to whom was referred Gen. Ord. No. 9-22-23 by Alderpersons Felde and Dekker establishing a Responsible Bidder Policy for the City of Sheboygan; recommends adopting the Substitute Ordinance.

GENERAL ORDINANCES

37. Gen. Ord. No. 10-22-23 by Alderperson Heidemann annexing territory owned by the City to the City of Sheboygan, Wisconsin.

OTHER MATTERS AUTHORIZED BY LAW

ITEMS FOR DISCUSSION ONLY

38. Human Resources Department Update

CLOSED SESSION

39. MOTION TO CONVENE IN CLOSED SESSION pursuant to Wis. Stat. § 19.85(1)(g) for conferring with legal counsel for the City who is rendering oral advice regarding strategy to be adopted by the body with respect to litigation in which it is or is likely to be involved, to wit: City of Sheboygan vs. William Sukowaty, Case No. 2016 CV183 and pursuant to Wis. Stat. § 19.85(1)(e) for deliberating or negotiating the investing of public funds or conducting other specified public business whenever competitive or bargaining reasons require a closed session; to wit: discussions regarding possible development incentives for the former Sheboygan Press redevelopment project.

ADJOURN MEETING

40. Motion to Adjourn

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

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

CITY OF SHEBOYGAN

Monday, August 15, 2022

OPENING OF MEETING

1. Roll Call

Alderpersons present: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Ramey, Rust, and Salazar – 8. Alderpersons excused: Mitchell and Perrella – 2.

2. Pledge of Allegiance

3. Approval of Minutes

MOTION TO APPROVE MINUTES FROM THE NINTH REGULAR COUNCIL MEETING HELD ON AUGUST 1, 2022 AND FIRST SPECIAL COUNCIL MEETING HELD ON AUGUST 8, 2022 Motion made by Felde, Seconded by Filicky-Peneski. Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Salazar, Rust, Ramey – 8.

4. Public Forum

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

5. Mayoral Appointments

Kim Meller to the City Plan Commission and Kelsey Bird to the City Sustainable Task Force. Lays over.

6. Confirmation of Mayoral Appointment

Toni Muise to be appointed as the Director of Human Resources and Labor Relations

MOTION TO CONFIRM Motion made by Felde, Seconded by Filicky-Peneski. Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Salazar, Rust, Ramey – 8.

7. Confirmation of Mayoral Appointment

Joe Heidemann to Maywood Environmental Park Advisory Board

MOTION TO CONFIRM Motion made by Felde, Seconded by Filicky-Peneski. Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Salazar, Rust, Ramey – 8.

8. Presentation

\$5.3 Million Swing Bridge Grant Funding by Director of Planning and Development, Chad Pelishek and Director of Public Works, David Biebel.

9. Mayor's Announcements

Upcoming Community Events, Proclamations, Employee Recognitions

CONSENT

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

Motion made by Felde, Seconded by Filicky-Peneski. Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Salazar, Rust, Ramey – 8.

11. R. C. No. 68-22-23 by Finance and Personnel Committee whom was referred Res. No. 45-22-23 by Alderpersons Mitchell and Filicky-Peneski authorizing execution of the Department of Natural Resources Principal Forgiven Financial Assistance Agreement; recommends adopting the Resolution.

MOTION TO RECEIVE THE R. C. AND ADOPT THE RESOLUTION Motion made by Felde, Seconded by Filicky-Peneski. Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Salazar, Rust, Ramey – 8.

12. R. C. No. 69-22-23 by Finance and Personnel Committee to whom was referred DIRECT REFERRAL R. O. No. 26-22-23 by Finance Director submitting a report in response to a request for direction from the Finance and Personnel Committee on the steps moving forward to complete the compensation study and wage scale adoption; recommends filing the report.

MOTION TO RECEIVE THE R. C. AND FILE THE R. O. Motion made by Felde, Seconded by Filicky-Peneski. Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Salazar, Rust, Ramey – 8.

13. R. C. No. 70-22-23 by Finance and Personnel Committee to whom was referred DIRECT REFERRAL R. O. No. 52-22-23 by Finance Director submitting a report to the Finance and Personnel Committee regarding the progress of the Carlson-Dettmann Compensation Study; recommends filing the report.

> MOTION TO RECEIVE THE R. C. AND FILE THE R. O. Motion made by Felde, Seconded by Filicky-Peneski. Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Salazar, Rust, Ramey – 8.

14. R. C. No. 71-22-23 by Finance and Personnel Committee to whom was referred Res. No. 49-22-23 by Alderpersons Mitchell and Filicky-Peneski authorizing the appropriate City officials to enter into a contract with the Sheboygan Water Utility to contribute American Rescue Plan A <u>"</u> - State and Local Fiscal Recovery funds to the Raw Water Intake Project; recommends adopting the Resolution.

MOTION TO RECEIVE THE R. C. AND ADOPT THE RESOLUTION Motion made by Felde, Seconded by Filicky-Peneski. Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Salazar, Rust, Ramey – 8.

15. R. C. No. 74-22-23 by Public Works Committee to whom was referred Res. No. 47-22-23 by Alderpersons Dekker and Perrella authorizing the appropriate City Officials to execute a Lease Agreement between the City of Sheboygan, the Ellwood H. May Environmental Park Association of Sheboygan County, Inc., and the Sheboygan Area School District; recommends adopting the Resolution.

> MOTION TO RECEIVE THE R. C. AND ADOPT THE RESOLUTION Motion made by Felde, Seconded by Filicky-Peneski. Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Salazar, Rust, Ramey – 8.

16. R. C. No. 72-22-23 by Public Works Committee to whom was referred Res. No. 44-22-23 by Alderperson Ackley improving pet-friendly access to public spaces; recommends adopting the Resolution.

MOTION TO RECEIVE THE R. C. AND ADOPT THE RESOLUTION Motion made by Felde, Seconded by Filicky-Peneski. Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Salazar, Rust, Ramey – 8.

17. R. C. No. 75-22-23 by Public Works Committee to whom was referred Res. No. 50-22-23 by Alderpersons Dekker and Perrella authorizing the appropriate City officials to enter into an Amendment No. 2 to the contract with Strand Associates, Inc. for design services related to the 2<u>nd</u> Creek Dry to Wet Pond Conversion; recommends adopting the Resolution.

> MOTION TO RECEIVE THE R. C. AND ADOPT THE RESOLUTION Motion made by Felde, Seconded by Filicky-Peneski. Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Salazar, Rust, Ramey – 8.

18. R. C. No. 76-22-23 by Licensing, Hearings, and Public Safety Committee to whom was referred Gen. Ord. No. 8-22-23 by Alderpersons Ackley, Dekker, and Perrella expanding the Disorderly Conduct Ordinance so as to prohibit harassment of an individual on the basis of their status as an election official and requiring an increased forfeiture for violations of this nature, and clarifying that disorderly conduct may include harassment by the use of telecommunication devices; recommends adopting the Ordinance.

> MOTION TO RECEIVE THE R. C. AND ADOPT THE ORDINANCE Motion made by Felde, Seconded by Filicky-Peneski.

Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Salazar, Rust, Rame 8.

19. R. C. No. 77-22-23 by Licensing, Hearings, and Public Safety Committee to whom was referred R. O. No. 42-22-23 by City Clerk submitting various license applications; recommends granting the license application (Lupitas Mexican Store LLC).

MOTION TO RECEIVE THE R. C. AND GRANT THE APPLICATION Motion made by Felde, Seconded by Filicky-Peneski. Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Salazar, Rust, Ramey – 8.

 R. C. No. 78-22-23 by Licensing, Hearings, and Public Safety Committee to whom was referred R. O. No. 51-22-23 by City Clerk submitting various license applications; recommends granting the license applications.

> MOTION TO RECEIVE THE R. C. AND GRANT THE APPLICATIONS Motion made by Felde, Seconded by Filicky-Peneski. Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Salazar, Rust, Ramey – 8.

21. R. C. No. 79-22-23 by Licensing, Hearings, and Public Safety Committee to whom was referred Res. No. 48-22-23 by Alderpersons Felde and Ackley establishing a rotational dispatch contract for emergency securement and board-up after fire incidents; recommends adopting the Resolution.

> MOTION TO RECEIVE THE R. C. AND ADOPT THE RESOLUTION Motion made by Felde, Seconded by Filicky-Peneski. Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Salazar, Rust, Ramey – 8.

22. R. C. No. 80-22-23 by Licensing, Hearings, and Public Safety Committee recommending that the Common Council not renew Beverage Operator License No. 7570 held by Juan D. Coronado.

MOTION TO RECEIVE THE R. C. AND NOT RENEW THE LICENSE Motion made by Felde, Seconded by Filicky-Peneski. Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Salazar, Rust, Ramey – 8.

REPORT OF OFFICERS

- 23. R. O. No. 53-22-23 by City Clerk submitting a claim from Kong Vue for alleged damages to vehicle when a tree branch fell on it. REFER TO FINANCE AND PERSONNEL COMMITTEE
- 24. R. O. No. 54-22-23 by City Attorney reporting that the City's outside legal counsel has settled the matter of Washington School Apartments, LLC vs. City of Sheboygan, Sheboygan County Circuit Court Case Co. 2021CV000312, with a payment by the City in the amount of \$7,496.17

RESOLUTIONS

- 25. Res. No. 53-22-23 by Alderpersons Mitchell and Filicky-Peneski approving the City of Sheboygan SouthPointe Enterprise Campus Real Estate Sales Commission Policy. REFER TO FINANCE AND PERSONNEL COMMITTEE
- 26. Res. No. 52-22-23 by Alderpersons Dekker and Perrella authorizing the appropriate City officials to enter into a contract with Konz Electric, LLC for the replacement of the Central Fire detection and alarm system at the Mead Public Library. REFER TO PUBLIC WORKS COMMITTEE
- 27. Res. No. 55-22-23 by Alderpersons Felde and Ackley authorizing the appropriate City officials to execute an agreement with Axim Geospatial for on-demand GIS support to the Sheboygan Police Department. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE
- 28. Res. No. 56-22-23 by Alderpersons Felde and Ackley authorizing entering into an Intergovernmental Cooperative Agreement with the Village of Kohler with regard to providing City of Sheboygan Fire personnel, equipment, and/or services in response to mass casualty events that result from an act of violence at the Aurora Medical Center-Sheboygan County, located at 3400 Union Avenue. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE

REPORT OF COMMITTEES

29. R. C. No. 73-22-23 by Public Works Committee to whom was referred DIRECT REFERRAL Res. No. 51-22-23 by Alderpersons Dekker and Perrella authorizing the appropriate City Officials to enter into a contract with SmithGroup Inc. for the study and design of Harbor Centre Marina Upgrades in a two-phased approach wherein phase 1 includes analyzing existing conditions and phase 2 includes designing a new dock system and break water/harbor improvements as identified in the scope of services provided August 2, 2022; recommends adopting the Resolution.

MOTION TO RECEIVE THE R. C. AND ADOPT THE RESOLUTION Motion made by Dekker, Seconded by Rust. Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Salazar, Rust, Ramey – 8.

OTHER MATTERS AUTHORIZED BY LAW

30. R. O. No. 55-22-23 by City Clerk submitting a license application (SS Northstar). REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE

CLOSED SESSION

31. MOTION TO CONVENE IN CLOSED SESSION pursuant to § 19.85(1)(g), for conferring with legal counsel for the City who is rendering oral advice regarding strategy to be adopted by the body

with respect to litigation in which it is or is likely to be involved, to wit: Abigail H. Hernandez City of Sheboygan Police Dept., ERD Case No.: CR202101990; EEOC Case No. 26G202200011C.

Motion made by Felde, Seconded by Filicky-Peneski.

Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Salazar, Rust, Ramey – 8.

RECONVENE IN OPEN SESSION

 MOTION TO RECONVENE IN OPEN SESSION for discussion and possible actions relating to closed session.

> Motion made by Felde, Seconded by Filicky-Peneski. Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Salazar, Rust, Ramey – 8.

 Res. No. 54-22-23 by Alderpersons Felde and Filicky-Peneski authorizing the City Administrator to settle the matter of the Department of Workforce Development Equal Rights Division ("ERD") Complaint regarding Abigail H. Hernandez vs. City of Sheboygan, ERD Case No. CR202101990.

> MOTION TO SUSPEND THE RULES AND ADOPT THE RESOLUTION Motion made by Felde, Seconded by Filicky-Peneski. Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Salazar, Rust, Ramey – 8.

ADJOURN MEETING

34. Motion to Adjourn

MOTION TO ADJOURN AT 6:53 PM Motion made by Felde, Seconded by Filicky-Peneski. Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Salazar, Rust, Ramey – 8.

September 6, 2022

Resignation

Alderperson Grazia Perrella from the Public Works Committee effective immediately.

Item 4.

DeBruin, Meredith

From: Sent: To: Subject: Sorenson, Ryan Wednesday, August 24, 2022 7:52 AM DeBruin, Meredith FW: PW Committee Resignation

Meredith, Please include this committee resignation for the next council meeting.

Thanks

Ryan Sorenson

Mayor City of Sheboygan 920-459-3317

From: Alderperson Grazia Perrella <Grazia.Perrella@sheboyganwi.gov> Sent: Tuesday, August 23, 2022 7:12 PM To: Sorenson, Ryan <Ryan.Sorenson@sheboyganwi.gov> Subject: PW Committee Resignation

Dear Mr. Mayor, please accept my resignation from the Public Works standing committee, effective as soon as possible. Some changes in my life circumstances make it difficult to sit on two standing committees and contribute to them in a valid manner, hence the difficult decision to resign from one of them. I appreciate your understanding and flexibility.

Best,

Grazia Perrella (she/her/hers) Alderwoman- District 7 (Wards 14, 15, 21) City of Sheboygan (920) 453-0607 grazia.perrella@sheboyganwi.gov

Happy Pride! 🏳

2021 - 2022 Committee Assignments

Public Works Committee - Vice Chairwoman Finance and Personnel Committee - Member House Rehabilitation Loan Commission - Vice Chairwoman Capital Improvements Commission - Alderwoman Representative



September 1st 2022

TO THE HONORABLE MEMBERS OF THE COMMON COUNCIL:

I hereby submit the following appointments for your confirmation:

- Jessica Huss to be considered for appointment to the Room Tax Commission
- Alder Joe Heidemann to be considered for appointment to the Public Works Committee
- Alder Zach Rust to be appointed as Vice Chair of the Public Works Committee

Ryan Socarsen

Ryan Sorenson Mayor City of Sheboygan

Office of the Mayor

CITY HALL 828 CENTER AVE. SHEBOYGAN, WI 53081

920-459-3317 www.sheboyganwi.gov



August 9th 2022

TO THE HONORABLE MEMBERS OF THE COMMON COUNCIL:

I hereby submit the following appointments for your confirmation:

- Kim Meller to be considered for appointment to the City Plan Commission
- Kelsey Bird to be considered for appointment to the City Sustainable Task Force

Byon Socouse

Ryan Sorenson Mayor City of Sheboygan

Layporer

Office of the Mayor

CITY HALL 828 CENTER AVE. SHEBOYGAN, WI 53081

920-459-3317 www.sheboyganwi.gov



R. O. No. 57 - 22 - 23. By BOARD OF LICENSE EXAMINERS. September 6, 2022.

Attached hereto we are submitting application for Building Contractor License already GRANTED:

6688 Peter D Schmoll General Contractor 18266 Tisch Mills Rd Denmark, WI 54208-9508

BOARD OF LICENSE EXAMINERS



R. O. No. 00 - 22 - 23. By CITY CLERK. September 6, 2022.

Submitting a communication from the Wisconsin Department of Administration stating it does not object to the revised final plat submitted for Maywood Estates.

CITY CLERK



TONY EVERS GOVERNOR KATHY BLUMENFELD SECRETARY-DESIGNEE Plat Review PO Box 1645, Madison WI 53701 E-mail: <u>plat.review@wi.gov</u> https://doa.wi.gov/platreview

August 30, 2022

Craig Rusch WAGNER EXCAVATING, INC 3437 PAINE AVE, SHEBOYGAN WI 53081 crusch@wagnerexcavatinginc.com

FILE NO. 121318 MAYWOOD ESTATES Town of Sheboygan, Sheboygan County

Dear Craig Rusch:

You have submitted MAYWOOD ESTATES for review. The Department of Administration does not object to the final plat bearing the August 12, 2022 revision date. We certify that it complies with: s. 236.15, s. 236.16, s. 236.20, and s. 236.21, Wis. Stats.

DEPARTMENT OF ADMINISTRATION COMMENTS:

The Department of Administration has no conditions for this plat.

NOTE TO ALL: The surveyor indicated that all exterior monuments have been set and that the Town of Sheboygan has temporarily waived placing the interior monuments per s. 236.15 (1) (h), Wis. Stats.

The plat shall be presented to the Town of Sheboygan for final approval and signing. The Town of Sheboygan, during its review of the plat, will have resolved when applicable that the plat:

- complies with local ordinances;

- conforms with areawide water quality management plans, if sewered;
- complies with Wisconsin shoreland management regulations;
- resolves possible problems with storm water runoff;
- fits the design to the topography;
- displays well designed lot and street layout;
- is served by public sewer or private sewage systems;
- includes service or is serviceable by necessary utilities.

Any changes to the plat involving details checked by this Department will require submission of the plat to the Department for recertification before the plat is eligible for recording. Such changes can be found by comparing the recordable document with the copy of the certified plat furnished with this letter.

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If there are any questions concerning this review, please contact our office, using the information at the top.

Sincerely,

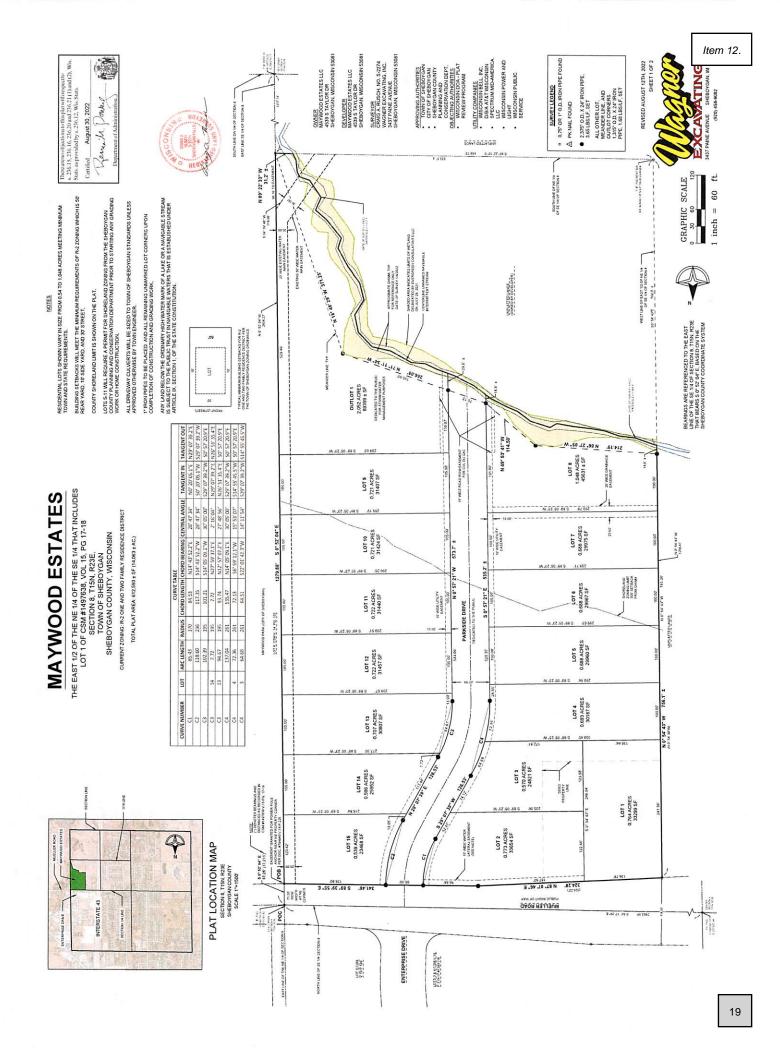
Remeill. Donkey

Renée M. Powers, PLS Plat Review Email: plat.review@wi.gov

Enc: Recordable Document

cc: Owner Clerk, Town of Sheboygan Sheboygan County Planning Agency Register of Deeds BLRPC City of Sheboygan

PLAT RECEIVED FROM SURVEYOR ON 06/06/2022; REVIEWED ON 06/29/2022 REVISED PLAT RECEIVED FROM SURVEYOR ON 08/19/2022



MAYWOOD ESTATES

THE EAST 1/2 OF THE NE 1/4 OF THE SE 1/4 THAT INCLUDES LOT 1 OF C3M 41497638, VOL 15, PG 17-18 SECTION 8, T15N, R238. TOWN OF SHEBOYGAN SHEBOYGAN COUNTY, WISCONSIN

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Teneith. Doney Certified August 30, 2022

Department of Administr

There are no objections to this plat with respect to . 236.15, 236.16, 236.20 and 236.21 (1) and (2), Wis, tars. as provided by s. 236.12, Wis. Stats.

CURRENT ZONING: R-2 ONE AND TWO FAMILY RESIDENCE DISTRICT TOTAL PLAT AREA: 612,593 ± SF (14,063 ± AC.)

TOWN TREASURER'S CERTIFICATE

IN ACCORDANCE WITH THE RECORDS IN THE OFFICE OF THE TOWN OF SHEBOYGAN TREASURER. THERE ARE NO UMAND TAXES OR UNFAID SPECIAL ASSESSMENTS ON ANY OF THE LANDS

Desting and a second second

OWNER'S CERTIFICATE

DEPARTMENT OF ADMINISTRATION, SHEBOYGAN COUNTY PLANNING AND CONSERVATION DEPARTMENT, CITY OF SHEBOYGAN AND TOWN OF SHEBOYGAN

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME

STATE OF WISCONSIN, COUNTY OF SHEBOYGAN

20

DAY OF

ON THIS

ROBERT R. WERNER, MANAGER

JAMIE HILBELINK, TOWN TREASURER

DATE

COUNTY TREASURER'S CERTIFICATE IN ACCORDANCE WITH THE RECORDS IN THE OFFICE OF THE SHEBOYGAN COUNTY TREASURER; THERE ARE NO UNPAULT PACES ON UNPAULS SPECIAL ASSESSMENTS ON ANY OF THE LANDS INCLUED IN THIS TANT.

DATE LAURA HENNING-LORENZ, COUNTY TREASURER COUNTY PLANNING CERTIFICATE TEVERGEANDAPPROVED BY THE SHEBOYGAN COUNTY PLANNING AND CONSERVATION DEPARTMENT

DATE TYLER BETRY, DEPUTY DIRECTOR

(NOTARY SEAL) PERSONALIV - CANE BEFORE ME THIS DAY OF ABOVE NAMED MANAGER 15 TO ME RNOWN TO BE THE SAME FERSONS WHO EXECUTED THE FOREGOING CERTIFICATE AND ACKNOWNEDGED THE SAME.

NOTARY PUBLIC

MY COMMISSION EXPIRES

PRINT NAME

CITY OF SHEBOYGAN COMMAN COUNCL RESOLUTION RESOLVED, THAT THE PLAT OF MAYWOOD ESTATES IN THE TOWN OF SHEBOYGAN, MAYWOOD ESTATES LLC, OWNER, IS HEREN APPROVED BY THE COMMON COUNCIL

DATE RYAN SORENSON, MAYOR

I HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF A RESOLUTION ADOPTED BY THE COMMON COUNCIL OF THE CITY OF SHEBOYGAN.

DATE MEREDITH DEBRUIN, CITY CLERK

TOWN BOARD RESOUTION FESOURD, THAT THE PLAT OF MAYWOOD ESTATES, A SUBDIVISION IN THE TOWN OF SHEBOYGAN, MAYWOOD ESTATES LLC, OWNER, IS HEREBY APPROVED BY THE TOWN BOARD.

DATE DANIEL HEIN, CHAIRPERSON I HEREBY CERTIFY: THAT THE FOREGOING IS A COPY OF A RESOUTION AD OFTED BY THE TOWNBODDD OF THE TOWN DIAD OF THE TOWN DIAD AT ALL CONDITIONS FOR A PROVAL HARE BERN MET.

PEGGY FISCHER, TOWN CLERK

SURVEYOR'S CERTIFICATE

WATER LATERAL EASEMENT PROVISION

I, CRAIG RUSCH, REGISTERED LAND SURVEYOR, HEREBY CERTIFY:

THENCE N89"22 33"W, 31.2 FEET MORE OR LESS TO THE CENTERUNE OF AN UNIVAMED NAVIGABLE INTERMITTENT STREAM.

UTILITY EASEMENT RESTRICTIONS

CONTAINING 612,593 SQUARE FEET MORE OR LESS (14,063 ± ACRES) OF LAND

DATED THIS 2ND DAY OF JUNE, 2022

SIGNED: Crasp CC. Bueel CRAIG A. ROSCH, PROFESSIONAL SURVEYOR 5-2274

PHILTE FASEREINTS RET FORM-INFERIOLARE FOR THE RES OF AND BOUTE SAND PHILTE FASEREINTS RET FORM-INFERIOLARE FOR STILLE BOOTES AND ELECTRICONSTRUMENTIONLINE. TECHNOLING AND STILLE REMOTING AUXIESTRED. SANL RE COMMUNICATIONLINES FORMWICH LOTS REEL INCOMO AUXIESTRED. SANL RE AND STILLE REMOTING AND STILLE REMOTING AUXIESTRED. SANL RE AND STILLE REMOTING AUXIESTRED ADD COMMUNICATION STIFLES. SANL STILLE RAD REMOTING ADD AUXIESTRED ADD COMMUNICATION STIFLES. SANT SAN TO THORE REMOTING FLECTRED ADD COMMUNICATION STIFLES. SANT SANT SAN SANCE FLECTRED. ADD COMMUNICATION STIFLES. SANT SANT SANCE REDES TALADOVINCE TRANSMICH AND SANCE SANT SANCE ADD ADD RECERCIS. ADD COMMUNICATION STIFLES. AND ADD ADD RESERVED ADD COMMUNICATION STIFLES. AND ADD RESERVED AND SANCE REDES TALADOVINCE TRANSMICH AND SANCE RESERVED REMOTING ADD ADD RESERVED AND COMMUNICATION STIFLE. IN RESERVED TO SANCE REDES TALADOVINCE TRANSMICH ADD COMMUNICATION STIFLE. RESERVED RESERVED ADD COMMUNICATION SECONDARIESTRED ADD RESERVED AND COMMUNICATION SECONDARIESTRED AND COMMUNICATION STIFLER. RESERVED RESERVED ADD COMMUNICATION SECONDARIESTRED ADD RESERVED AND COMMUNICATION SECONDARIESTRED. RESERVED RESERVED ADD COMMUNICATION SECONDARIESTRED RESERVED RESERVED ADD COMMUNICATION RESERVED AND COMMUNICATION COMMUNICATION RESERVED ADD COMMUNICATION RESERVED AND COMMUNICATION RESERVED AND COMMUNICATION RESERVED AND RESERVED AND RESERVED ADD COMMUNICATION RESERVED AND RESERVED ADD COMMUNICATION RESERVED ADD COMUNICATION RESERVED ADD COMUNICATION RE



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 OBJECTING AUTHORITIES
 WISCORDIN DON, PAT

OVINER MAYWOOD ESTATES LLC 4539 STAYLOR DR SHEBOYGAN, MSCONSIN 53081







THERE ARE HERENY COMPETED THE FOLLOWING WATTER LATERAL EASEMENT AS A CONTRIGUENT TO RESPACE DATA CANNING WATTER LATERAL TO RECOMMENTING REINT TO THE REMARKED OF A WARD WARD PREVENCEMENT OF A DATA THE REPORT TO THE REVIEW OF TH

COMMENCING AT THE EAST 14 CONNEN OF SAID SECTION 8. THENCE SOF 22 ONE ALONG THE EAST UNE OF THE SE 144 OF SAID SECTION 8, 37.25 FEET 27.2137 TO A POINT ON THE SOUTHERLY LINE OF INCELLER ROAD AND THE POINT OF BEGINARIAG.

THENCE FROM SAID POINT OF BEGINARIO SO' 52' OFE ALONO SAID EAST LINE OF SE 1/4 OF SECTION 8, 1279,88 FEET TO A POINT ON THE SOUTH LINE OF THE NE 1/4 OF THE SE 1/4 OF SECTION 3, 1279,88 FEET TO A POINT ON THE SOUTH LINE OF THE NE 1/4 OF THE SE 1/4 OF

THENCE NORTHMEST ALONG SAID STREAM CENTERLINE TO A POINT ON THE WEST LINE OF THE EAST 1/2 OF THE NE 1/4 OF THE SE 1/4 OF SAID SECTION 8.

THENCE NO" 54" 43"W, NO" 54" 34"W, ALONG SAID WEST LINE., 796.1 FEET MORE OR LESS TO THENCE NIN" FOR CONTURIE OF MORELINE RAND. THENCE NIN" 70" 44"E. 34"4.38" EEET (34"4.22") ALONG SAID SOUTH LINE OF MUELLER ROND. THENCE S8" 39" 55"E., 34", 46" FEET TO THE POINT OF BEGINARDING.

(c). THIS PLAT IS A CORRECT REPRESENTATION OF ALL OF THE EXTERIOR BOUNDARIES OF THE LAND SURVEYED AND THE DIVISION OF IT.

(d) THE SURVEYOR HAS FULLY COMPLED WITH THE PROVISIONS OF CHAPTER 236 OF THE MSCONSIN STATUTES IN SURVEYING, DIVIDING, AND MAPPING THE LAND.



R. C. No. $\frac{8}{22 - 23}$. By FINANCE AND PERSONNEL COMMITTEE. September 6, 2022.

Your Committee to whom was referred R. C. No. 274-21-22 by Finance and Personnel Committee to whom was referred R. O. No. 79-21-22 by City Clerk submitting a Summons and Complaint in the matter of Washington School Apartments, LLC vs. City of Sheboygan; recommends filing the document.

										Co	ommit	tee
	adopted by	the	Common		of	the	City	of	Report was Sheboygan, 0			
Date	ed			20						_, Cit	ty Cl	erk
Appr	oved			20		8					_, Ma	ıyor

21



R. C. No. <u>274 - 21 - 22</u>. By FINANCE AND PERSONNEL COMMITTEE. April 18, 2022.

Your Committee to whom was referred R. O. No. 79-21-22 by City Clerk submitting a Summons and Complaint in the matter of Washington School Apartments, LLC vs. City of Sheboygan; recommends referring to the Finance and Personnel Committee of the 2022-2023 Council.

F+P 2023 Council

havon Pluelo

Committee

	FY that the for				
and adopted by the (Common Council d	of the City of	f Sheboygan, W	Wisconsin, c	on the
day of		, 20	0		
Dated	20			, City C	lerk
Approved	20			, M	layor





R. O. No. <u>79</u> - 21 - 22. By CITY CLERK. September 7, 2021.

Submitting a Summons and Complaint in the matter of Washington School Apartments, LLC vs. City of Sheboygan.

FAP

CITY CLERK

Case 2021CV000312

Document 1

Filed 08-06-2021

Page 1 of 1

FILED

08-06-2021 Sheboygan C

Borowski

Clerk of Circuit Court 2021CV000312

Honorable Daniel J

Item	13.

STATE OF WISCONSIN	CIRCUIT COURT	SHEBOYGAN
Washington School Apartments, Sheboygan	Electronic Filing Notice	
	o	•

CITY OF SHEBOYGAN 828 CENTER AVENUE

SHEBOYGAN WI 53081

Case No. 2021CV000312 Class Code: Money Judgment

Branch 5 CORPORATE

AUG 30 21 PH 1:24

Case number 2021CV000312 was electronically filed with/converted by the Sheboygan County Circuit Court office. The electronic filing system is designed to allow for fast, reliable exchange of documents in court cases.

Parties who register as electronic parties can file, receive and view documents online through the court electronic filing website. A document filed electronically has the same legal effect as a document filed by traditional means. Electronic parties are responsible for serving non-electronic parties by traditional means.

You may also register as an electronic party by following the instructions found at **http://efiling.wicourts.gov/** and may withdraw as an electronic party at any time. There is a \$20.00 fee to register as an electronic party. This fee may be waived if you file a Petition for Waiver of Fees and Costs Affidavit of Indigency (CV-410A) and the court finds you are indigent under §814.29, Wisconsin Statutes.

If you are not represented by an attorney and would like to register an electronic party, you will need to enter the following code on the eFiling website while opting in as an electronic party.

Pro Se opt-in code: 0cc5fc

Unless you register as an electronic party, you will be served with traditional paper documents by other parties and by the court. You must file and serve traditional paper documents.

Registration is available to attorneys, self-represented individuals, and filing agents who are authorized under Wis. Stat. 799.06(2). A user must register as an individual, not as a law firm, agency, corporation, or other group. Non-attorney individuals representing the interests of a business, such as garnishees, must file by traditional means or through an attorney or filing agent. More information about who may participate in electronic filing is found on the court website.

If you have questions regarding this notice, please contact the Clerk of Circuit Court at 920-459-3068.

Sheboygan County Circuit Court Date: August 9, 2021

Page 1 of 7

FILED 08-06-2021 Item 13. Sheboygan C Clerk of Circuit Court 2021CV000312

Honorable Daniel J

Borowski Branch 5

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY

WASHINGTON SCHOOL APARTMENTS, LLC A Wisconsin Limited Liability Company, 200 North Main Street, Oregon, WI 53575,

Plaintiff,

VS.

Case No.: Case Code No.: 30301

CITY OF SHEBOYGAN, A Municipal Corporation, 828 Center Avenue, Sheboygan, WI 53081,

Defendant.

SUMMONS

THE STATE OF WISCONSIN, To each person named above as a Defendant:

You are hereby notified that the Plaintiff named above has filed a lawsuit or other legal action against you. The complaint, which is attached, states the nature and basis of the legal action.

Within twenty (20) days of receiving this summons, you must respond with a written answer, as that term is used in chapter 802 of the Wisconsin Statutes, to the complaint. The court may reject or disregard an answer that does not follow the requirements of the statutes. The answer must be sent or delivered to the court, whose address is, Sheboygan County Clerk of Circuit Courts, 615 North 6th Street, Sheboygan, Wisconsin 53081 and to Rogahn Jones LLC, Plaintiff's attorney, whose address is Rogahn Jones LLC, N16 W23233 Stone Ridge Drive, Suite 270, Waukesha, Wisconsin, 53188. You may have an attorney help or represent you. Document 2

Filed 08-06-2021

Page 2 of 7

If you do not provide a proper answer within twenty (20) days, the court may grant judgment against you for the award of money or other legal action requested in the complaint, and you may lose your right to object to anything that is or may be incorrect in the complaint. A judgment may be enforced as provided by law. A judgment awarding money may become a lien against any real estate you own now or in the future, and may also be enforced by garnishment or seizure of property.

Dated this 6th day of August 2021.

ROGAHN JONES LLC Attorneys for: Washington School Apartments, LLC Electronically Signed By Michael Kozicz

Isl Michael Kozicz

Michael S. Kozicz WI State Bar ID No. 1094652 mkozicz@rogahnjones.com

P.O. Address: ROGAHN JONES LLC N16W23233 Stone Ridge Drive, Suite 270 Waukesha, WI 53188 (262) 226-9554

Page 3 of 7

FILED 08-06-2021 Sheboygan Curry Clerk of Circuit Court 2021CV000312 Honorable Daniel J Borowski Branch 5

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY

WASHINGTON SCHOOL APARTMENTS, LLC A Wisconsin Limited Liability Company, 200 North Main Street, Oregon, WI 53575

Plaintiff,

VS.

Case No.: Case Code No.: 30301

CITY OF SHEBOYGAN, A Municipal Corporation, 828 Center Avenue, Sheboygan, WI 53081,

Defendant.

EXCESSIVE ASSESSMENT COMPLAINT

Washington School Apartments, LLC (hereinafter "Washington"), by its attorneys, Rogahn Jones LLC, as its excessive assessment complaint against the City of Sheboygan (hereinafter "City") alleges as follows:

1. This action is brought pursuant to Wis. Stat. §70.47(8m) and Wis. Stat. §

74.37(3)(d) against the City for a correction of the assessor's assessment and for a refund of excessive real estate taxes imposed on Washington by the City for the year 2021, plus statutory interest, with respect to a parcel of real property in the City (hereinafter "the Property").

2. Washington 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.

Document 2

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 Avenue, in the City.

 The Property is located at 1238 Geele Avenue within the City, and is identified in the City records as Tax Parcel No. 59281719721.

This court has personal jurisdiction over the City pursuant to Wis. Stat.
 §801.05(1).

6. Venue is appropriate in Sheboygan County pursuant to Wis. Stat. §801.50(2)(a).

7. The aggregate ratio of property assessed in the City as of January 1, 2021, has not been determined as of the date of filing.

8. For 2020, property in the City was assessed at 81.08% of its fair market value as of January 1, 2020.

9. For 2020, property tax was imposed on property in the City at the rate of \$26.82 per \$1,000.00 of the assessed value for property.

10. For 2021, the City's assessor set the assessment of the Property at \$2,986,000.00.

11. Washington appealed the 2021 assessment of the Property by filing a timely objection with the BOR pursuant to Wis. Stat. §70.47 and otherwise complying with all of the requirements of Wis. Stat. §70.47, except 70.47(13).

The BOR waived the hearing of Washington's objection pursuant to Wis. Stat.
 §70.47(8m). A true and correct copy of the waiver of hearing for the Property is attached hereto.

13. The effect of the BOR's waiver is the disallowance of Washington's claim of excessive assessment, and maintenance of the 2021 assessment of the Property, without a hearing, at \$2,986,000.00.

14. Assuming the 2021 mill rate will be essentially the same as the 2020 mill rate, the City will impose tax on the Property in the amount of \$80,041.35.

15. The BOR's disallowance of Washington's claim of excessive assessment entitles Washington to appeal that disallowance to the circuit court through this action pursuant to Wis. Stat. §70.47(8m) and Wis. Stat. §74.37(3)(d).

16. The fair market value of the Property as of January 1, 2021, was no higher than\$1,550,000.00.

17. Assuming the aggregate assessment ratio of 81.08%, the correct assessment of the Property for 2021 is no higher than \$1,256,740.00.

18. Assuming a tax rate of \$26.82 per \$1,000.00 of assessed value, the correct amount of property tax on the Property for 2021 should be no higher than \$33,705.77.

19. The 2021 assessment of the Property, as set by the BOR was excessive and, upon information and belief, violated Article VIII, Section 1 (i.e., the Uniformity Clause) of the Wisconsin Constitution. As a result, the 2021 property assessment was excessive in at least the amount of \$1,729,260.00 and the tax imposed on the Property for 2021 was excessive in at least the amount of \$46,335.58.

20. Washington is entitled to a correction of the assessment of the Property for 2021 to \$1,256,740.00.

21. In the event that litigation on this matter should extend beyond the time that Washington is required to, or does, pay the 2021 tax on the Property, Washington will be entitled to a refund of 2021 tax in the amount of \$46,335.58, or such greater amount as may be determined to be due Washington, plus statutory interest.

WHEREFORE, Washington requests the following relief:

1. A determination and declaration that the assessment of the Property for 2021 should be no higher than \$1,256,740.00.

2. A determination that the correct tax on the Property for 2021 should be no higher than \$33,705.77.

3. Judgement in the amount \$46,335.58, on the Property for 2021 or such greater amount as may be determined due to Washington, plus statutory interest.

4. An award of all litigation costs incurred by Washington in this action, including the reasonable fees of its attorneys.

5. Such other and further relief as may be appropriate.

Dated this 6th day of August 2021.

ROGAHN JONES LLC Attorneys for: Washington School Apartments, LLC Electronically Signed by Michael Kozicz

151 Michael Kazicz

Michael S. Kozicz WI State Bar ID No. 1094652 mkozicz@rogahnjones.com

P.O. Address: ROGAHN JONES LLC N16W23233 Stone Ridge Drive, Suite 270 Waukesha, WI 53188 (262) 226-9554 Filed 08-06-2021

Page 7 of 7

Request for Waiver of Board of Review (BOR) Hearing

Section 70.47 (8m), Wis, Stats., states, "The board may, at the request of the taxpayer or assessor, or at its own discretion, waive the hearing of an objection under sub. (8) or, in a 1st class city, under sub. (16) and allow the taxpayer to have the taxpayer's assessment reviewed under sub. (13). For purposes of this subsection, the board shall submit the notice of decision under sub. (12) using the amount of the taxpayer's assessment as the finalized amount. For purposes of this subsection, if the board waives the hearing, the waiver disallows the taxpayer's claim on excessive assessment under sec. 74.37(3) and notwithstanding the time period under sec. 74.37(3)(d), the taxpayer has 60 days from the notice of hearing waiver in which to commence an action under sec. 74.37(3)(d)."

NOTE: The legal requirements of the Notice of Intent to Appear must be satisfied and the Objection Form must be completed and submitted as required by law prior to the Request for Waiver of Board of Review Hearing being submitted.

NOTE: Request for Waiver must be presented prior to the commencement of the hearing.

Municipality	County
Sheboygan	Sheboygan
Requestor's name	Agent name (if applicable) *
Washington School Apartments LLC	Chad Zeznanski
Requestor's mailing address	Agent's mailing address
200 North Main Street	10000 Innovation Drive, Suite 250
Oregon, WI 53575	Milwaukee, WI 53226
Requestor's telephone number	Agent's telephone number Land Line
() - Cell Phone	(262) 225-1784 🖾 Cell Phone
Requestor's email address	Agent's email address
	czeznanski@wipfli.com

Property address 1238 Geele Avenue	
Legal description or parcel number Parcel number: 59281719721	5
Taxpayer's assessment as established by assessor - Value as determined § 2,986,000	due to waiving of 80R hearing
Property owner's opinion of value \$ 1,550,000	
Basis for request The subject property's 2021 assessed value	exceeds the subject's fair market value as of January 1, 2021.
Date Notice of Intent to Appear at BOR was given 5/3/2021	Date Objection Form was completed and submitted 5/3/2021

All parties to the hearing understand that in granting of this waiver there can be no appeal to the Department of Revenue under sec. 70.85, Wis. Stats. An action under sec. 70.47(13), Wis. Stats., must be commenced within 90 days of the receipt of the notice of the waiving of the hearing. An action under sec. 74.37(3)(d), Wis. Stats., must be commenced with 60 days of the receipt of the notice of the waiving of the hearing.

Requestor's / Agent's Signaty

*If agent, attach signed Agent Authorization Form, PA-105

Decision	
Reason	
Board of Raview Chairperson's Signature	6/8/2021 Diste
Taxpayer advised // 6.10.2021 Date Sert via mail	

R. C. No. <u>\$3-22-23</u>. By FINANCE AND PERSONNEL COMMITTEE. September 6, 2022.

Your Committee to whom was referred Res. No. 53-22-23 by Alderpersons Mitchell and Filicky-Peneski approving the City of Sheboygan SouthPointe Enterprise Campus Real Estate Sales Commission Policy; recommends adopting the Resolution.

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	I HEREBY C adopted by	the Comr	mon Council	of th	e City of			
Date	ed		20	·		 _, Cit	y Cler	ĸ
Аррі	coved		20	·		 	, Mayc	r



Res. No. <u>53</u> - 22 - 23. By Alderpersons Mitchell and Filicky-Peneski. August 15, 2022.

A RESOLUTION approving the City of Sheboygan SouthPointe Enterprise Campus Real Estate Sales Commission Policy.

RESOLVED: That the Common Council hereby approves the City of Sheboygan SouthPointe Enterprise Campus Real Estate Sales Commission Policy, a copy of which is attached hereto.

FThey fonethe

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of ______, 20____. Dated ______ 20____. City Clerk Approved ______ 20____. Mayor

CITY OF SHEBOYGAN SOUTHPOINTE ENTERPRISE CAMPUS REAL ESTATE SALES COMMISSION POLICY

City of Sheboygan staff are authorized to enter into real estate brokerage agreements that pay a commission of up to 6% of the sale price of the subject property to an eligible real estate broker licensed to conduct business within the State of Wisconsin (herein referred to as an "Agent") for successfully securing a client buyer of available vacant land in the SouthPointe Enterprise Campus, subject to the following conditions:

- (1) The Agent shall have submitted to the City an accepted written Offer to Purchase.
- (2) The Agent and City shall have signed and returned a SouthPointe Enterprise Campus Sales Commission Agreement that contains substantially the same language as this policy, <u>prior</u> to any land transaction negotiations. Said Agreement shall be in effect for one year, or until the effective date of a city council resolution terminating this real estate commission payment policy, whichever is earlier.
- (3) The Agent's client shall not have already communicated with the City prior to contacting and/or securing the Agent's services.
- (4) Agents are required to communicate and coordinate client activities through the City of Sheboygan Department of City Development for the purposes of coordinating permitting, zoning and/or Offer to Purchase conditions, as well as securing publicly financed business development incentives. Agents understand and accept that the City of Sheboygan will continue to market the subject property, independent and/or in conjunction with other public or private entities.
- (5) The business must conform to the City's Zoning Ordinance and any and all Protective Covenants applicable to the property to be sold.
- (6) The full commission amount will be provided to the Agent during the successful subject property closing.

- (7) The City reserves the right to adjust Sheboygan Business Center property sales prices used in determining the commission for good and sufficient reasons, as determined by the City. Such adjustment would likely occur if the sale price is significantly different than recent comparable property sales.
- (8) All commissions must comply with the City of Sheboygan Purchasing Policy. Any commissions not in compliance because they are in an amount greater than the authority granted by said policy are subject to approval by the City of Sheboygan Common Council.

CITY OF SHEBOYGAN SOUTHPOINTE ENTERPRISE CAMPUS REAL ESTATE SALES COMMISSION AGREEMENT

The City of Sheboygan hereby agrees to pay a commission of up to 6% of the sale price of the subject property to _______, ("Agent") for successfully securing a client buyer of available vacant land in the SouthPointe Enterprise Campus. Agent certifies that Agent is an eligible real estate broker licensed to conduct business within the State of Wisconsin. This Agreement is subject to the following conditions:

- (1) The Agent shall have submitted to the City an accepted written Offer to Purchase.
- (2) The Agent and City shall have signed and returned this Agreement, which contains substantially the same language as the City of Sheboygan's SouthPointe Enterprise Campus Real Estate Sales Commission policy, <u>prior</u> to any land transaction negotiations. Said Agreement shall be in effect for one year, or until the effective date of a city council resolution terminating this real estate commission payment policy, whichever is earlier.
- (3) The Agent's client shall not have already communicated with the City prior to contacting and/or securing the Agent's services.
- (4) Agents are required to communicate and coordinate client activities through the City of Sheboygan Department of City Development for the purposes of coordinating permitting, zoning and/or Offer to Purchase conditions, as well as securing publicly financed business development incentives. Agents understand and accept that the City of Sheboygan will continue to market the subject property, independent and/or in conjunction with other public or private entities.
- (5) The business must conform to the City's Zoning Ordinance and any and all Protective Covenants applicable to the property to be sold.
- (6) The full commission amount will be provided to the Agent during the successful subject property closing.

- (7) The City reserves the right to adjust SouthPointe Enterprise Campus property sales prices used in determining the commission for good and sufficient reasons, as determined by the City. Such adjustment would likely occur if the sale price is significantly different than recent comparable property sales.
- (8) All commissions must comply with the City of Sheboygan Purchasing Policy. Any commissions not in compliance because they are in an amount greater than the authority granted by said policy are subject to approval by the City of Sheboygan Common Council.

Agent Name & WI		Date
Real Estate License	#	
Print name here:		

City Administrator Print name here:

Date



R. C. No. 84 - 22 - 23. By FINANCE AND PERSONNEL COMMITTEE. September 6, 2022.

Your Committee to whom was referred R. O. No. 54-22-23 by City Attorney reporting that the City's outside legal counsel has settled the matter of Washington School Apartments, LLC vs. City of Sheboygan, Sheboygan County Circuit Court Case No. 2021CV000312, with a payment by the City in the amount of \$7,496.17 representing a partial refund for property taxes paid in 2021; recommends filing the document.

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	I HEREBY CER adopted by th day	ne Common	Council	of the	e City of			
Date	d		20			 _, Cit	y Cler	ĸ
Appr	oved		20	·		 	, Mayor	r



FAP

R. O. NO. 54 - 22 - 23. By CITY ATTORNEY. August 15, 2022.

Reporting that the City's outside legal counsel has settled the matter of Washington School Apartments, LLC vs. City of Sheboygan, Sheboygan County Circuit Court Case No. 2021CV000312, with a payment by the City in the amount of \$7,496.17 representing a partial refund for property taxes paid in 2021.

City Attorney



R. C. No. <u>86 - 22 - 23</u>. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE. September 6, 2022.

Your Committee to whom was referred R. O. No. 55-22-23 by the City Clerk submitting a license application (SS Northstar); recommends granting the license.

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and the	I HEREBY (adopted by	the C	Common	Council	of	the	City	of	Sheboyg	was an,	duly Wisco	acc onsi:	ept n,	ed on
Date	ed			20							_, Cit	су С	ler	k
Appı	coved			20								_, M	ayo	r



Otheratters



R. O. No. 55 - 22 - 23. By CITY CLERK. August 15, 2022. Submitting a license application (SS Northstar).

City Clerk

CHANGE OF PREMISE

No. Name

6614 SS Northstar

Address

3004 N. 8th Street - To include the current premise and North side of building and backyard area for oneday event 9/25/2022.



R. C. No. 85-22-23. By FINANCE AND PERSONNEL COMMITTEE. September 6, 2022.

Your Committee to whom was referred R. O. No. 47-22-23 by the City Clerk submitting a Summons and Complaint in the matter of US Band National Association v. Michell Aguilar et al.; recommends filing the document.

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	I HEREBY (adopted by	the (Common	Council	of	the	City of	Sheboygar				
Date	ed			20					, Ci	ty	Cle	rk
Аррі	coved			20	·	-				′	May	or

ltem 17.

R. O. NO. <u>47</u> - 22 - 23. By CITY CLERK. August 1, 2022.

Submitting a Summons and Complaint in the matter of US Bank National Association v. Michelle Aguilar et al.

CITY CLERK

Case_2022CV000344

Filed 07-01-2022

Page 1 of 24

61.22

FILED 07-01-2022 Sheboygan County Clerk of Circuit Court 2022CV000344 Honorable Daniel J Borowski Branch 5

STATE OF WISCONSIN

CIRCUIT COURT

SHEBOYGAN COUNTY

US Bank National Association 4801 Frederica Street Owensboro, KY 42301

Plaintiff,

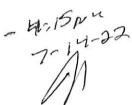
v.

.

Michelle Aguilar 1139 S 19Th St Sheboygan, WI 53081

Midland Funding, LLC c/o Corporation Service Company - Registered Agent 8040 Excelsior Drive, Suite 400 Madison, WI 53717

City of Sheboygan c/o City Clerk 828 Center Avenue Sheboygan, WI 53081



Defendants.

SUMMONS

Foreclosure Of Mortgage: 30404 The Amount Claimed Exceeds \$10,000.00

THE STATE OF WISCONSIN,

To each person named above as a defendant:

You are hereby notified that the plaintiff named above has filed a lawsuit or other legal action against you. The Complaint, which is attached, states the nature and basis of the legal action.

Within 20 days, or within 45 days if you are the State of Wisconsin or an insurance company, or within 60 days if you are the United States of America, after receiving this Summons, you must respond with a written answer, as that term is used in Chapter 802 of the Wisconsin Statutes, to Complaint. The Court may reject or disregard an answer that does not follow the requirements of the statutes. The answer must be sent or delivered to the Court, which address is Sheboygan County Courthouse 615 N 6th St, Sheboygan, WI 53081-4692, and to Codilis, Moody & Circelli, P.C., plaintiff's attorneys, whose address is 15W030 North Frontage Road, Suite 200, Burr Ridge, IL 60527. You may have an attorney help or represent you.

If you do not provide a proper answer within 20 days, or within 45 days if the defendant is the State of Wisconsin or an insurance company, or within 60 days if the defendant is the United States of America, the Court may grant judgment against you for the award of money or other legal action requested in the Complaint, and you may lose your right to object to anything that is or may be incorrect in the Complaint. A judgment may be enforced as provided by law. A judgment awarding money may become a lien against any real estate you own now or in the future and may also be enforced by garnishment or seizure of property.

Dated: June 28, 2022.

Codilis, Moody & Circelli, P.C. Attorneys for Plaintiff <u>Electronically signed by</u> Shawn R. Hillmann WI State Bar No. 1037005 Emily E. Thoms WI State Bar No. 1075844 Matthew Comella WI State Bar No. 1096303 Jordan Arrigo WI State Bar No. 1119740 Karsten Bailey WI State Bar No. 1129188

Codilis, Moody & Circelli, P.C. 15W030 North Frontage Road, Suite 200 Burr Ridge, IL 60527 (414) 775-7700 pleadings@il.cslegal.com 50-22-00778 NOTE: This law firm is a debt collector. Case 2022CV000344

Document 4

Filed 07-01-2022

Item 17.

07-01-2022 Item Sheboygan County Clerk of Circuit Court 2022CV000344 Honorable Daniel J Borowski Branch 5

STATE OF WISCONSIN

CIRCUIT COURT

SHEBOYGAN COUNTY

FILED

US Bank National Association 4801 Frederica Street Owensboro, KY 42301

Plaintiff,

v.

Michelle Aguilar 1139 S 19Th St Sheboygan, WI 53081

Midland Funding, LLC c/o Corporation Service Company - Registered Agent 8040 Excelsior Drive, Suite 400 Madison, WI 53717

City of Sheboygan c/o City Clerk 828 Center Avenue Sheboygan, WI 53081

Defendants.

COMPLAINT

Foreclosure Of Mortgage: 30404 The Amount Claimed Exceeds \$10,000.00

Now comes the plaintiff, by its attorneys, and alleges:

1. Plaintiff is a National Association and is engaged in the lending business with

offices at the address stated in the captions of these pleadings.

4 Document 4

2. Michelle Aguilar ("Mortgagor") is an unmarried adult whose last-known address is the address stated in the captions of these pleadings.

3. Mortgagor executed and delivered a Note and Mortgage to the originating lender for the consideration expressed therein, copies being attached as Exhibits.

 The Mortgage was recorded in the office of the Register of Deeds on 1/3/2019 as Document #2067369.

5. Plaintiff will be owed the sum of \$100,705.64, as of 07/05/22 plus any amount as allowed by the Note and Mortgage additionally paid by the Plaintiff and accrued interest to the date of entry of any judgment.

6. The property has a common address of 1139 S 19th St, Sheboygan, WI 53081 and is further described in the Mortgage document as recorded.

7. The Mortgagor defaulted on the Note and Mortgage by failing to make payment when due.

8. The Mortgagor defaulted by failing to comply with the terms of the Note and Mortgage.

9. Plaintiff is the holder of the Note and Mortgage, together with all rights thereunder.

10. Plaintiff has fulfilled all conditions precedent under the Note and Mortgage and has declared the unpaid balance immediately payable.

11. The mortgaged property is a one- to 4-family residence on real estate of 20 acres or less; said premises cannot be sold in parcels without injury to the interests of the parties.

12. The party or parties listed below may claim an interest in the property that is the subject of this action, and any such interest, whether identified or otherwise, is junior and subject to the plaintiff's mortgage:

Judgment docketed in the Circuit Court for Sheboygan County on 01/30/2014 as Case No. 2014SC000023, in favor of Midland Funding, LLC vs. Michelle Aguilar 1434 Saint Clair Avenue Sheboygan, WI 53081, in the amount of \$1,403.89.

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Judgment docketed in the Circuit Court for Sheboygan County on 03/25/2022 as Case No. 2022TJ000088, in favor of City of Sheboygan vs. Michelle Aguilar 1139 S. 19th Street Sheboygan, WI 53081, in the amount of \$187.00.

Judgment docketed in the Circuit Court for Sheboygan County on 03/25/2022 as Case No. 2022TJ000087, in favor of City of Sheboygan vs. Michelle Aguilar 1139 S. 19th Street Sheboygan, WI 53081, in the amount of \$187.00.

13. Plaintiff, for the purpose of obtaining a shortened redemption period under Wisconsin Statutes Chapter 846, elects to waive judgment for any deficiency which remains due to the plaintiff after sale of the mortgaged premises in this action against every party who is personally liable for the debt secured by the Mortgage, and consents that each Mortgagor, unless they abandon the property, may remain in possession of the mortgaged property and be entitled to all rents, issues, and profits therefrom to the date of confirmation of sale by the Court. Plaintiff maintains its lien on, and all rights to, any amounts realized due to any taking, forfeiture, insurance loss or any similar miscellaneous proceeds, per the terms of the Mortgage or applicable loan documents.

WHEREFORE, the Plaintiff demands judgment as follows:

(1) For the foreclosure and sale of the mortgaged premises in accordance with Wis. Stat. § 846.101, or if the mortgaged premises was not owner-occupied at the commencement of this action, in accordance with Wis. Stat. § 846.103(2);

(2) If each Mortgagor or their assigns should abandon the property, for the foreclosure and sale of the mortgaged premises in accordance with Wis. Stat. § 846.102;

(3) Any Mortgagor, or any person occupying the premises, be enjoined and restrained from committing waste during the pendency of the action;

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(4) Entry of a judgment of foreclosure and sale foreclosing the rights of each defendant so as to bar and foreclose each of them from all right, title, and interest in and to the mortgaged premises, except the right to apply for surplus in accordance with Wisconsin Statutes.

Dated: June 28, 2022.

Codilis, Moody & Circelli, P.C. Attorneys for Plaintiff <u>Electronically signed by</u> Shawn R. Hillmann WI State Bar No. 1037005 Emily E. Thoms WI State Bar No. 1075844 Matthew Comella WI State Bar No. 1096303 Jordan Arrigo WI State Bar No. 1119740 Karsten Bailey WI State Bar No. 1129188

Codilis, Moody & Circelli, P.C. 15W030 North Frontage Road, Suite 200 Burr Ridge, IL 60527 (414) 775-7700 pleadings@il.cslegal.com 50-22-00778 NOTE: This law firm is a debt collector. Case 2022CV000344

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Fixed Rate Note

FHA Case No.

December 28, 2018 [Date] Sheboygan [City] 1139 S 19th St, Sheboygan, WI 53081 [Property Address]

Wisconsin [State]

1. Borrower's Promise to Pay. In return for a loan that I have received, I promise to pay U.S. \$103,098.00 (this amount is called *"Principal"*), plus interest, to the order of the Lender. The Lender is U.S. Bank National Association. I will make all payments under this Note in the form of cash, check or money order.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. Interest. Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 4.990%.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

Solely for the purpose of computing interest, a monthly payment received by the Note Holder within 30 days prior to or after the date it is due will be deemed to be paid on such due date.

3. Payments.

(A) Time and Place of Payments. I will pay principal and interest by making a payment every month.

I will make my monthly payment on the 1st day of each month beginning on February 1, 2019. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied to interest before Principal. If, on January 1, 2049, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at P.O. Box 20005, Owensboro, KY 42304-0005 or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments. My monthly payment will be in the amount of U.S. S552.82.

4. Borrower's Right to Prepay. I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a *"Prepayment."* When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to any accrued and unpaid interest on the Prepayment amount before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

5. Loan Charges. If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

FHA Fixed Rate Note-WI Bankers SystemsTM VMP® Wolters Kluwer Financial Services Page 1 of 3

6. Borrower's Failure to Pay as Required.

(A) Late Charges for Overdue Payments. If the Note Holder has not received the full amount of any monthly payment by the end of fifteen calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 4.000% of my overdue payment of principal and interest.

The late charge will not be less than \$ 1.00

I will pay this late charge promptly but only once on each late payment.

(B) Default. If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(C) Notice of Default. If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

(D) No Waiver By Note Holder. Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses. If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

7. Giving of Notices. Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by delivering it or by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

8. Obligations of Persons Under This Note. If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

9. Waivers. I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "*Presentment*" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

10. Uniform Secured Note. This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make Immediate Payment in Full of all amounts I owe under this Note. Some of those conditions are described as follows:

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require Immediate Payment in Full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section

FHA Fixed Rate Note-WI Bankers Systems™ VMP® Wolters Kluwer Financial Services



14 within which Borrower must pay all Sums Secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

Borrower

Michelle Aguilar

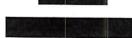
[Sign Original Only]

Loan Origination Organization: U.S. Bank National Association

NMLS ID

Loan Originator: Erik Jon Thiel

FHA Fixed Rate Note-WI Bankers Systems™ VMP© Wolters Kluwer Financial Services



Item 17.

Case 2022CV000344

Filed 07-01-2022



Mortgage

Document Number:

Name and Return Address: U.S. Bank Home Mtg 7601 Penn Ave S, Ste A1 Richfield, MN 55423

Parcel Number: 59281512880

2067369 SHEBOYGAN COUNTY, WI **RECORDED ON** 01/03/2019 11:44 AM **ELLEN R. SCHLEICHER REGISTER OF DEEDS RECORDING FEE: 30.00** TRANSFER FEE: **EXEMPTION #** Cashier ID: 7 PAGES: 14

FHA Case No.

DEFINITIONS. Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 10, 12, 17, 19, 21 and 25. Certain rules regarding the usage of words used in this document are also provided in Section 15.

- (A) "Security Instrument" means this document, which is dated December 28, 2018, together with all Riders to this document.
- (B) "Borrower" is Michelle Aguilar, a single woman. Borrower is the mortgagor under this Security Instrument.
- (C) "Lender" is U.S. Bank National Association. Lender is a National Bank organized and existing under the laws of the United States of America. Lender's address is 4801 Frederica Street, Owensboro, KY 42301. Lender is the mortgagee under this Security Instrument.
- (D) "Note" means the promissory note signed by Borrower and dated December 28, 2018. The Note states that Borrower owes Lender One hundred three thousand ninety-eight and 00/100 Dollars (U.S. \$103,098.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than January 1, 2049.
- (E) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."
- (F) "Loan" means the debt evidenced by the Note, plus interest, and late charges due under the Note, and all sums due under this Security Instrument, plus interest.
- (G) "*Riders*" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:
 - Adjustable Rate Rider Condominium Rider Planned Unit Development Rider
 - □ Other:
 - □ Rehabilitation Loan Rider:
- (H) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

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- Item 17.
- (I) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.
- (J) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.
- (K) "Escrow Items" means those items that are described in Section 3.
- (L) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.
- (M)"Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.
- (N) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.
- (O) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.
- (P) "Secretary" means the Secretary of the United States Department of Housing and Urban Development or his designee.
- (Q) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY. This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns, with power of sale, the following described property located in the County [Type of Recording Jurisdiction] of Sheboygan [Name of Recording Jurisdiction]: Lot 17 and the South 5 feet of Lot 16, River View Division, according to the recorded Plat thereof, in the City of Sheboygan, Sheboygan County, Wisconsin. which currently has the address of 1139 S 19th St [Street] Sheboygan [City], Wisconsin 53081 [Zip Code] ("*Property Address*"):

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "*Property*."

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BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 14. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as expressly stated otherwise in this Security Instrument or the Note, all payments accepted and applied by Lender shall be applied in the following order of priority:

First, to the Mortgage Insurance premiums to be paid by Lender to the Secretary or the monthly charge by the Secretary instead of the monthly mortgage insurance premiums;

Second, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required;

Third, to interest due under the Note;

Fourth, to amortization of the principal of the Note; and,

Fifth, to late charges due under the Note.

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Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums to be paid by Lender to the Secretary or the monthly charge by the Secretary instead of the monthly Mortgage Insurance premiums. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 14 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower

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shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a onetime charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under

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this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender determines that this requirement shall cause undue hardship for the Borrower or unless extenuating circumstances exist which are beyond Borrower's control.

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the

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9/30/2014 05/2018 Page 6 of 14 Property. Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

If condemnation proceeds are paid in connection with the taking of the property, Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts, and then to payment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments or change the amount of such payments.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. Protection of Lender's Interest in the Property and Rights Under this Security

Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying Reasonable Attorneys' Fees (as defined in Section 25) to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of

FHA Mortgage-WI Bankers Systems ™ VMP® Wolters Kluwer Financial Services

9/30/2014 05/2018 Page 7 of 14 disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

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9/30/2014 05/2018 Page 8 of 14 Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successor in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

12. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 17, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 19) and benefit the successors and assigns of Lender.

13. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. Lender may collect fees and charges authorized by the Secretary. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing

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the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment with no changes in the due date or in the monthly payment amount unless the Lender agrees in writing to those changes. Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

14. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

15. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

16. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 17, "*Interest in the Property*" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

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If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 14 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to reinstatement of a mortgage. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, Reasonable Attorneys' Fees (as defined in Section 25), property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. However, Lender is not required to reinstate if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding; (ii) reinstatement will preclude foreclosure on different grounds in the future; or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 17.

19. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 14) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take

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corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and that notice of acceleration given to Borrower pursuant to Section 17 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 19.

20. Borrower Not Third-Party Beneficiary to Contract of Insurance. Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower acknowledges and agrees that the Borrower is not a third party beneficiary to the contract of insurance between the Secretary and Lender, nor is Borrower entitled to enforce any agreement between Lender and the Secretary, unless explicitly authorized to do so by Applicable Law.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 17 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not

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9/30/2014 05/2018 Page 12 of 14 less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, Reasonable Attorneys' Fees (as defined in Section 25) and costs of title evidence.

If Lender invokes the power of sale, Lender shall give notice of sale in the manner prescribed by Applicable Law to Borrower and to the other persons prescribed by Applicable Law. Lender shall publish the notice of sale, and the Property shall be sold in the manner prescribed by Applicable Law. Lender or its designee may purchase the Property at any sale. The proceeds of the sale shall be applied in the following order: (a) to all expenses of the sale, including but not limited to, Reasonable Attorneys' Fees (as defined in Section 25); (b) to all sums secured by this Security Instrument; and (c) any excess to the clerk of the circuit court of the county in which the sale is held.

23. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

24. Attorneys' Fees in Appellate and Bankruptcy Proceedings. Subject to the provisions of Section 25, as used in this Security Instrument and the Note, Reasonable Attorneys' Fees and attorneys' fees shall include those awarded by an appellate court and any attorneys' fees incurred in a bankruptcy proceeding.

25. Attorneys' Fees. If this Security Instrument is subject to Chapter 428 of the *Wisconsin Statutes*, *"Reasonable Attorneys' Fees"* and *"attorneys' fees"* shall mean only those attorneys' fees allowed by that Chapter.

26. Accelerated Redemption Periods. If the Property is a one- to four-family residence that is owner-occupied at the commencement of a foreclosure, a farm, a church or owned by a tax exempt charitable organization, Borrower agrees to the provisions of Section 846.101 of the *Wisconsin Statutes*, and as the same may be amended or renumbered from time to time, permitting Lender, upon waiving the right to judgment for deficiency, to hold the foreclosure sale of real estate of 20 acres or less three months after a foreclosure judgment is entered. If the Property is other than a one- to four-family residence that is owner-occupied at the commencement of a foreclosure, a farm, a church, or a tax-exempt charitable organization, Borrower agrees to the provisions of Section 846.103 of the *Wisconsin Statutes*, and as the same may be amended or renumbered from time to time, permitting Lender, upon waiving the right to judgment for deficiency, to hold the foreclosure sale of real estate to the the three months after a foreclosure is a foreware agrees to the provisions of Section 846.103 of the *Wisconsin Statutes*, and as the same may be amended or renumbered from time to time, permitting Lender, upon waiving the right to judgment for deficiency, to hold the foreclosure sale of real estate three months after a foreclosure judgment is entered.

27. Waivers. Borrower waives all right of homestead exemption in the Property.

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BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Borrower

Michelle Aguilar

Acknowledgment

State of Wisconsin

County of Sheboygan

This instrument was acknowledged before me on _____ 12-28-18 by Michelle Aguilar.

PUBLIC 20 Public Thursday Street DOUGLAS (Print Name) WIN Qu. WINQUISTI My commission expires:

This instrument was drafted by

Julie Bennett 3301 Rider Trail South Earth City, MO 63045

Loan Origination Organization: U.S. Bank National Association

NMLS ID

Loan Originator: Erik Jon Thiel NMLS ID:

OF WY Millionner

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Document 3

CIRCUIT COURT

Filed 07-01-2022

SHEBOYGAN

Item 17.

STATE OF WISCONSIN

US Bank National Association vs. Michelle Aguilar et al

Electronic Filing Notice

Case No. 2022CV000344 Class Code: Foreclosure of Mortgage 07-01-2022 Sheboygan County Clerk of Circuit Court 2022CV000344 Honorable Daniel J Borowski Branch 5

FILED

CITY OF SHEBOYGAN 828 CENTER AVE C/O CITY CLERK SHEBOYGAN WI 53081

Case number 2022CV000344 was electronically filed with/converted by the Sheboygan County Circuit Court office. The electronic filing system is designed to allow for fast, reliable exchange of documents in court cases.

Parties who register as electronic parties can file, receive and view documents online through the court electronic filing website. A document filed electronically has the same legal effect as a document filed by traditional means. Electronic parties are responsible for serving non-electronic parties by traditional means.

You may also register as an electronic party by following the instructions found at **http://efiling.wicourts.gov/** and may withdraw as an electronic party at any time. There is a \$20.00 fee to register as an electronic party. This fee may be waived if you file a Petition for Waiver of Fees and Costs Affidavit of Indigency (CV-410A) and the court finds you are indigent under §814.29, Wisconsin Statutes.

If you are not represented by an attorney and would like to register an electronic party, you will need to enter the following code on the eFiling website while opting in as an electronic party.

Pro Se opt-in code: feadaa

Unless you register as an electronic party, you will be served with traditional paper documents by other parties and by the court. You must file and serve traditional paper documents.

Registration is available to attorneys, self-represented individuals, and filing agents who are authorized under Wis. Stat. 799.06(2). A user must register as an individual, not as a law firm, agency, corporation, or other group. Non-attorney individuals representing the interests of a business, such as garnishees, must file by traditional means or through an attorney or filing agent. More information about who may participate in electronic filing is found on the court website.

If you have questions regarding this notice, please contact the Clerk of Circuit Court at 920-459-3068.

Sheboygan County Circuit Court Date: July 5, 2022

GF-180(CCAP), 11/2020 Electronic Filing Notice

Sheboygan County Courthouse 615 North Sixth Street Sheboygan Wisconsin 53081

Sheboygan County Foreclosure Mediation Program Finding Solutions

Notice of Availability of Mediation

Mediation is a confidential and voluntary process where you and the lender seeking to foreclose on your home may discuss ways to resolve your foreclosure case, including reinstatement of the loan and modification of the loan terms.

You must live in and own the property that is subject to this foreclosure action to qualify for mediation under this program and the property must be four or fewer residential units.

To Request a Mediation Conference:

Complete the attached Mediation Request form. It must be received within 15 days from the date you received the Summons and Complaint. Send the completed form with the \$25 non-refundable application fee made payable to SCFMP Clerk of Circuit Court to:

SCFMP Clerk of Circuit Court 615 North Sixth Street Sheboygan WI 53081

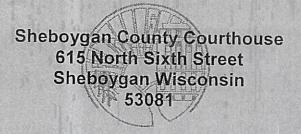
A Mediation Request is not a response to the Summons.

A foreclosure action has been started against you. Please read the Summons and Complaint. Make sure you understand your rights and the time period for filing an Answer or Responsive Pleading. If you do not file an Answer or Responsive Pleading the court may grant judgment against you and you may lose your home and your right to object to anything that you disagree with in the complaint.

What happens after you apply for Mediation?

The Mediation Program Coordinator will review your application and notify you and the lender whether the case has been accepted in the program. If the case is accepted, the balance of your non-refundable \$100 fee will be charged and a non-refundable fee of \$100 will also be charged to the lender. You will then be required to meet with a certified Housing Counselor. Following that, the mediation conference between you and the lender will be scheduled with a mediator.

Item 17.



Sheboygan County Foreclosure Mediation Program Request for Mediation Finding Solutions

To request a mediation conference with the lender, please answer the questions below, sign this request enclose the required \$25 application fee payable to SCFMP Clerk of Circuit Courts and mail or return to:

SCFMP Clerk of Circuit Court 615 north Sixth Street Sheboygan WI 53081

You should submit the request within 15 days of receiving the Summons and Complaint, or as early in the foreclosure process as possible. One application per household. The information you provide will be used by the Sheboygan County Mediation Program to make an initial determination of whether your case is suitable for mediation. A non-refundable \$25 fee must accompany the application. Once the case has been accepted for mediation, a non-refundable \$75 fee is charged to the homeowner and a non-refundable fee of \$100 is charged to the lender.

Requesting Mediation does not halt the foreclosure process. You are still required to comply with all mandatory deadlines, including the time to answer the Complaint.

Sheboygan County Case Number (located on your Summons): 20CV									
Name of Homeowner(s):									
Property Address:									
(street, city or town, zip code) Mailing address, if different from above:									
(street, city or town, zip code) Best telephone number to reach you during the day:									
Alternate telephone number:									
Name of Lender/Plaintiff in your case:									
1. Is the property being foreclosed your primary residence?YesYYS _YSA _YSA _YSA _YSA _YSA _YSA _YS	No								
2. Does the property consist of four or fewer dwelling units?Yes	No								

Item 17.

3.	Have you started a Bankruptcy action that is still ongoing?YesNo											
4.	Have you met with a housing counselor?YesNo											
	If yes, with whom have you met?											
5.	What is your monthly income from all sources?											
6.	Do you expect your income to change for any reason? If so, please explain:											
	The second se											
7.	Check all items that have caused you to miss your mortgage payments:											
	Injury or illnessAdjustable interest Rate / Balloon											
	Loss of EmploymentExpenses exceed income											
	Other:											
8.	Is there any other information that would be helpful in determining whether your case would be suitable for mediation? If so, please describe:											
	would be suitable for mediation? It so, please describe.											
9	If English is not your primary language, do you need an interpreter?YesNo											
5.	What language?											
A												
anonymo	tion of Research and Evaluation. Marquette University Law School is compiling us aggregate case file or results information for the purpose of evaluating our services,											
gathering research,	valuable research information, designing future programs and engaging in academic analysis and publication. I consent to the use of my information for these purposes.											
	at I am the owner of the property that is subject to this foreclosure action and I eside in this property.											
ouncitity	condo in time proporti.											

Property Owner's Signature

Date

ltem 17.



R. C. No. <u>67 - 22 - 23</u>. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE. September 6, 2022.

Your Committee to whom was referred Res. No. 55-22-23 by Alderpersons Felde and Ackley authorizing the appropriate City officials to execute an agreement with Axim Geospatial for on-demand GIS support to the Sheboygan Police Department; recommends adopting the Resolution.

										Cot	nmitt	ee
	I HEREBY (adopted by	the C	Common	Council	of	the	City	of	Sheboyg	-	-	
Date	ed			20						 _, City	y Cle	rk
Appı	roved			20	·					 	, May	or

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

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

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

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

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

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Item 18.

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I HEREBY CERTIFY that t	he foregoing Resolution w	as duly passed by the
Common Council of the City of	Sheboygan, Wisconsin, on	the day of
, 20	D	
Dated	20 .	, City Clerk
Approved	20 .	, Mayor
		, hayor



1.888.81 _{Item 18.} 100 QBE Way, Suite 1223 Sun Prairie, WI 53590 aximgeo.com

June 9, 2022

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

Dear Cal,

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

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

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

Sincerely,

Mchr / duns

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



I. GIS Support Blocks

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

How do GIS Support Blocks work?

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

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



II. Pricing & Acceptance

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

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

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

City of Sheboygan

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

Signature:		
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Name:	

Title:

Quotation Terms and Conditions

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

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



Standard Terms and Conditions

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

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

1. GENERAL PROVISIONS.

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

2. SCOPE OF SERVICES.

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

3. WORK PERFORMANCE.

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

4. TAXES.

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

5. CHANGES.

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

6. INVOICE AND PAYMENT.

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

7. CANCELLATION.

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

8. ASSIGNMENT.

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

9. INDEMNITY.

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

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

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

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



10. WARRANTY.

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

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

11. LIMITATION OF LIABILITY.

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

12. FORCE MAJEURE.

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

13. SERVERABILITY.

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

14. GENERAL SERVICES ADMINISTRATION SCHEDULE.

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

15. GOVERNING LAW.

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

16. DISPUTE RESOLUTION.

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

17. OTHER.

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

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

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

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

18. COMPLETE AGREEMENT.

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



R. C. No. <u>48 - 22 - 23</u>. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE. September 6, 2022.

Your Committee to whom was referred Res. No. 56-22-23 by Alderpersons Felde and Ackley authorizing entering into an Intergovernmental Cooperative Agreement with the Village of Kohler with regard to providing City of Sheboygan Fire personnel, equipment, and/or services in response to mass casualty events that result from an act of violence at the Aurora Medical Center-Sheboygan County, located at 3400 Union Avenue.; recommends adopting the Resolution.

						Co	mmittee
	I HEREBY CERTIFY adopted by the Con day of	mmon Council	of th	e City of	Sheboygan,	-	
Date	d	20	·			_, Cit	y Clerk
Appr	oved	20	·•				, Mayor



Res. No. 50 - 22 - 23. By Alderpersons Felde and Ackley. August 15, 2022.

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

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

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

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

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

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

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

Folde hcm/h Dertare

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the
Common Council of the City of Sheboygan, Wisconsin, on the _____ day of
_____, 20____.
Dated ______, 20____.
Dated ______, City Clerk
Approved ______ 20_____, Mayor

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

(City of Sheboygan - Village of Kohler)

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

WITNESSETH:

- WHEREAS, the Village of Kohler operates a volunteer fire department with a small staff of active firefighters; and
- WHEREAS, the Village desires to supplement its fire & life safety response for mass casualty events occurring at the Aurora Medical Center- Sheboygan County by contracted response agreement with the City of Sheboygan.
- WHEREAS, Wisconsin Statutes § 66.0301(2) authorizes any municipality to contract with other municipalities for the receipt or furnishing of services, including fire protection and emergency medical services; and

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF SHEBOYGAN

By:	Date Signed:	-
By:	Date Signed:	
VILLAGE OF KOHLER		
By:	Date Signed:	-
Ву:	Date Signed:	

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

(City of Sheboygan - Village of Kohler)

This Agreement is made and entered into effective this $\underline{6}^{+-}$ day of $\underline{Septuble}$, 2022 (the "Effective Date"), by and between the City of Sheboygan ("City"), a municipal corporation with principal offices at 828 Center Avenue, Sheboygan, Wisconsin 53081, and the Village of Kohler ("Village"), a municipal corporation with offices at 319 Highland Drive, Kohler, Wisconsin 53044.

WITNESSETH:

- WHEREAS, the Village of Kohler operates a volunteer fire department with a small staff of active firefighters; and
- WHEREAS, the Village desires to supplement its fire & life safety response for mass casualty events occurring at the Aurora Medical Center- Sheboygan County by contracted response agreement with the City of Sheboygan.
- WHEREAS, Wisconsin Statutes § 66.0301(2) authorizes any municipality to contract with other municipalities for the receipt or furnishing of services, including fire protection and emergency medical services; and

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

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

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

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

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

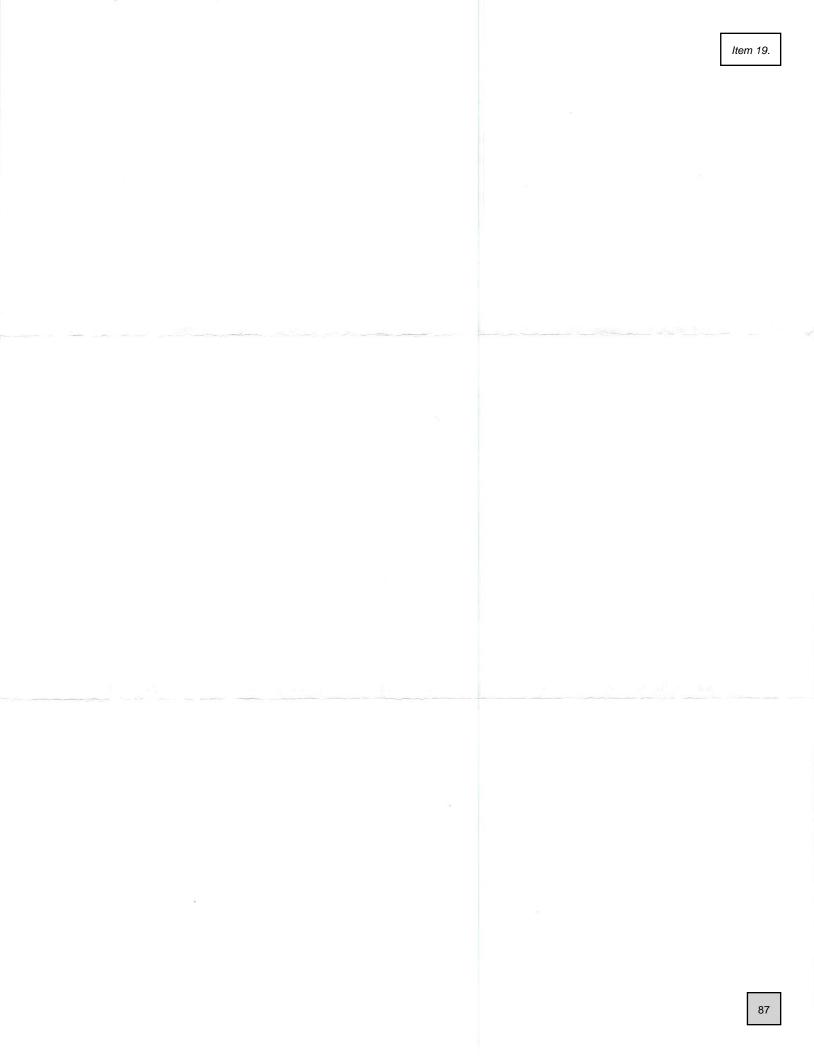
5. <u>Cost for Services</u>. Equipment, personnel, and/or services provided pursuant to this Agreement shall be at no charge to the Village. However, any expenses recoverable from third parties shall be equitably distributed with the City. Nothing herein shall operate to bar any recovery of funds from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

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

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

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

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



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

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

CITY OF SHEBOYGAN

By: Bv

Date Signed: 9/6/2022

Date Signed: _______

VILLAGE OF KOHLER

Bv

By: Laurie Lendour

Date Signed: $\frac{8}{15}$ $\frac{2022}{2022}$



R. C. No. $\frac{69}{22 - 23}$. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE. September 6, 2022.

Your Committee to whom was referred DIRECT REFERRAL R. O. No. 56-22-23 by City Clerk submitting various license applications; recommends granting the licenses.

							Co	mmittee
	adopted by	CERTIFY that the Common day of	Council	of t	he City of	Sheboygan,	duly	accepted
Date	d	ž	20	· _			_, Cit	y Clerk
Appr	oved		20	· _				, Mayor

I

DIRECT REFERRAL TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE

R. O. No. <u>56 - 22 - 23</u>. By CITY CLERK. August 24, 2022.

Submitting various license applications.

City Clerk CHANGE OF PREMISE No. Name Address 3445 J & J's Hotspot 1823 N. 12th Street - To include the current premise and entire parking lot on southside of building for one day event 9/17/2022. 3186 Suscha's Bar 1054 Pennsylvania Avenue - To include all of the parking area north and east of building and entire current premises for one day event 9/24/2022.

LHPS



R. C. No. $\frac{0}{1}$ - 22 - 23. By PUBLIC WORKS COMMITTEE. September 6, 2022.

Your Committee to whom was referred Res. No. 52-22-23 by Alderpersons Dekker and Perrella authorizing the appropriate City officials to enter into a contract with Konz Electric, LLC for the replacement of the Central Fire detection and alarm system at the Mead Public Library.; recommends adopting the Resolution.

									C	ommitt	ee
	I HEREBY C adopted by	the	Common	Council	of	the	City	of			
Date	ed			20					_, Ci	ty Cle	erk
Аррі	coved			20					 	_, May	or



Res. No. 52 - 22 - 23. By Alderpersons Dekker and Perrella. August 15, 2022.

A RESOLUTION authorizing the appropriate City officials to enter into a contract with Konz Electric, LLC for the replacement of the Central Fire detection and alarm system at the Mead Public Library.

WHEREAS, the existing Mead Public Library fire alarm system is original to the building and has not been updated for the various renovations that have occurred since construction; and

WHEREAS, due to its age, the existing fire alarm system is no longer supported by the manufacturer, and does not meet current statutes, codes and ordinances; and

WHEREAS, the Library is only equipped with fire suppression sprinklers on the third floor and the remainder of the building has only fire detection and not smoke detection equipment; and

WHEREAS, the City retained MSA Architects and Engineers to perform a study of the Library fire alarm system and to design a new fire alarm system that will comply with current statutes, codes, and ordinances related to fire detection (the "Work"); and

WHEREAS, the City issued and advertised a Request For Bids from qualified contractors for the replacement of the system which included detailed specifications for the Work based upon the MSA Architects and Engineers' Study; and

WHEREAS, Addendum #1 was issued to the bidders of record requesting that the addition of smoke detection equipment be added as an alternate to the base bid for the unprotected areas should the city choose to accept it; and

WHEREAS, City staff believes that adding smoke detection equipment to the project is appropriate for cost-savings and other efficiencies; and

WHEREAS, the low base bid was from Konz Electric, LLC in the amount of \$229,380.00; the additional cost to add smoke detection equipment at the discretion of the City is \$22,800.00; and

WHEREAS, City Staff has reviewed the bids and determined that the low bid met all of the specifications.

WHEREAS, additional costs related to the project include design, and the direct purchase by the City of several major, long lead time components as well as a modest contingency. The total of these additional costs is \$32,080.81; and

WHEREAS, the Class I notice was published on May 27, 2022, for the direct purchase of the long lead time components; and

WHEREAS, MSA Architects has been awarded the design component of the project due to its long history of providing such services to the City and its expertise in the field of electrical engineering; and

WHEREAS, the Mead Library Board of Trustees has approved transferring \$142,230.40 to the City to offset 50% of the costs associated with the project.

NOW, THEREFORE, BE IT RESOLVED: That the Mayor and City Clerk are authorized to enter into the attached contract with Konz Electric, LLC for the Work in the amount of \$252,180.00 including the additional smoke detection equipment.

BE IT FURTHER RESOLVED: That the additional costs for design, prepurchasing components and a modest contingency, totaling \$32,080.81, is authorized bringing the total cost of the project to \$284,260.81.

BE IT FURTHER RESOLVED: That the Mayor and City Clerk are hereby authorized to draw funds for the Work pursuant to the terms of the attached contract as set forth below:

Account No. 400500-631200 (Capital Recreation \$284,260.81 & Culture-Building Improvements)

Den Dikke

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____. Dated ______ 20____. City Clerk Approved ______ 20____. Mayor

AGREEMENT BETWEEN THE CITY OF SHEBOYGAN, WISCONSIN AND KONZ ELECTRIC, LLC FOR THE PROVISION AND INSTALLATION OF A NEW FIRE ALARM SYSTEM FOR THE MEAD PUBLIC LIBRARY

This Agreement ("Agreement") is made and entered into effective this _____ day of _____, 2022 (the "Effective Date"), by and between the City of Sheboygan (the "City"), a municipal corporation, and Konz Electric, LLC ("Contractor").

WITNESSETH:

- WHEREAS, the library fire alarm system is original to the building and is no longer able to be supported; and
- WHEREAS, the City wishes to replace the current system with one having the latest technology and in full compliance with the Specifications, which are on file and available through the City Clerk's Office, and
- WHEREAS, the City issued Request for Bids # 2016-22 to obtain bids from qualified providers of the services and equipment ("Services"); and
- WHEREAS, the City has opened the bids, and determined that the bid from Contractor ("Bid") is the lowest responsive and responsible bid for the Services; and
- WHEREAS, the City believes it would be prudent to add smoke detection technology as was requested in Addendum # 1 to the Request for Bids, incorporated herein as <u>Exhibit 1</u>, for the provision of smoke detection equipment and installation of same in response to which the Contractor has proposed to provide and integrate into the new fire alarm system at additional cost as identified in Alternate # 1 of the Request for Bids submittal; and
- WHEREAS, Contractor desires to provide the City with the necessary Services under the terms set forth in this Agreement.

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

Article 1. Scope of Services

Contractor shall perform all work associated with the work as specified in <u>Exhibit 1</u> and the Specifications on file with the City Clerk related to the provision and installation of a new fire alarm system and smoke detection equipment (the "Services").

Contractor shall provide all labor, machinery, equipment, licenses, permits¹, bonds, and travel expenses to safely and skillfully complete the project and shall dispose of all materials from the removal of the current system in a lawful manner (the "Disposal").

Further, the City has placed on order and will present to the Contractor the following system components which were pre-ordered in an effort to shorten the overall lead time. The cost for these components is the responsibility of the City and was not included in the Contractor's proposed costs.

Quantity	MFG Part #	Unit	Total Cost	
		Cost		
1	Notifier CPU2-640 Fire Alarm Control Panel	\$1,802.25	\$1,802.25	
1	Notifier KDM-R2 CPU2 640 Primary Display	\$	\$1,140.75	
		1,140.75		
1	Notifier DP-DISP2 CPU Dress Plate / Top Row	\$ 93.15	\$93.15	
2	Notifier BMP-1 Blanks Need 2 for each CPU 640	\$38.81	\$77.61	
1	Notifier SBB-A4 Cabinet	\$194.40	\$ 194.40	
1	Notifier DR-A4 Door	\$302.40	\$302.40	
1	Notifier BP2-4 Battery Plate	\$81.00	\$81.00	
1	Notifier LEM-320 Loop Expander Module	\$1309.50	\$1,309.50	
1	Notifier UDACT-2 Communicator	\$718.88	\$718.88	
1	Notifier HWF2V-COM IP / Cell Communicator	\$ 442.13	\$ 442.13	
1	Notifier NFC-50/100 Voice Evacuation Panel	\$2,929.50	\$2,929.50	
1	Notifier NFC-CE6 4-Speaker Circuit Exp Module	\$529.88	\$529.88	
1	Notifier NFC-BDA-25V 50 Watt Amplifier for NFC-50/100	\$489.38	\$489.38	
4	Notifier PSE-10 Power Supply 10 amp	\$577.13	\$2,308.50	
1	Notifier NFC-RM Remote Microphone	\$661.50	\$661.50	
	TOTAL		\$13,080.81	

Other: Contractor shall be responsible for obtaining any and all applicable City permits and paying any and all applicable permit fees prior to beginning work.

Contractor shall be responsible for furnishing, erecting, and maintaining suitable barricades, warning signs, flashers, fencing, and other protective equipment to properly protect and safeguard its personnel and the public during all phases of the Services.

Contractor will need to plan the work in advance of mobilization and coordinate with the City's Representative. The Library will remain open to the public during the project.

Article 2. Standard of Care

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

¹ Contractor shall be responsible for obtaining any and all applicable City permits and paying any and all applicable permit fees prior to beginning work.

Services not meeting the Standard of Care which appear within a period of one year from the date of final payment of the Contract.

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

Article 3. City's Representative

The City designates Michael Willmas as the City's Representative for purposes of this Agreement. If the City's Representative deems it appropriate, the City's Representative may consult with other employees of the City, or may retain an appropriate outside expert to assist with the management of this Project.

Article 4. Compensation

The City shall pay Contractor for the Services an amount not to exceed \$252,180.00 ("Contract Amount") as set forth in the Contractor Proposal attached and incorporated as <u>Exhibit 2</u>.

Invoices shall be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within sixty (60) days of receipt of invoice. Contractor shall submit an invoice to the City on a monthly basis and shall be based on the percentage of each quadrant completed. The invoice shall be sent to:

Bernard Rammer City of Sheboygan 828 Center Ave. Sheboygan, Wisconsin 53081

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

The City shall retain 10% of each invoice until Final Acceptance. Additionally, the City may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following:

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

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

Partial payment made under this Agreement is not evidence of the proper performance by Contractor either in whole or in part, and no payment made by the City shall be construed to be an acceptance of defective or improper work.

Article 5. <u>Appropriation of Funds</u>

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

Article 6. Performance and Payment Bond

Contractor shall, within ten days of the execution of this Agreement by the City of Sheboygan, provide the City with a Performance Bond and a Payment Bond in the amount of one hundred percent (100%) of the contract amount.

Failure by Contractor to perform the work in a timely or satisfactory fashion may result in forfeiture of Contractor's Performance Bond.

If the Surety on any bond furnished by Contractor becomes a party to supervision or liquidation, or its right to do business in the State of Wisconsin is terminated, Contractor shall, within thirty (30) calendar days thereafter, substitute another bond or surety, both of which must be acceptable to the City.

Article 7. <u>Schedule</u>

Contractor shall commence work after receiving a Notice to Proceed from the City. All work shall be coordinated with the City's Representative. No work may occur on weekends, holidays without prior approval from the City's Representative.

Contractor shall complete the services on or before December 31, 2022, or within such extra time as may have been allowed by a mutually agreed extension (the "Deadline"). The City's Representative shall have the authority to consent to an extension of the Deadline on behalf of the City.

The Parties agree that no charges or claims for damages shall be made by Contractor for any delays or hindrances, from any cause whatsoever, during the progress of any portion of the services specified in the Agreement. Such delays or hindrances, if any, may be compensated for by an extension of time for a reasonable period as may be mutually agreed upon between the Parties, it being understood, however, that permitting Contractor to proceed to complete any service, or any part of the services / project, after the date to which the time of completion may have been extended shall in no way operate as a waiver on the part of the City of any of its rights herein.

Article 8. Liquidated Damages

In the event that Contractor does not complete the Services by the Deadline, there shall be deducted from any monies due or that may become due to Contractor, for each and every calendar day that the work remains uncompleted, a sum of One Hundred and 00/100 Dollars (\$100.00) per calendar day.

This sum shall be considered and treated not as a penalty but as fixed, agreed, and liquidated damages due the City from Contractor by reason of inconvenience to the public, added cost of supervision, and other items which have caused an expenditure of public funds resulting from his failure to complete the work.

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

Article 9. Workmanship and Quality of Materials

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

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

Article 10. Safety Requirements

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

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

Contractor shall provide the necessary safeguards including, but not limited to, warning signs and barricades, to avoid all necessary hazards and protect the public, the work, and the property at all times, including on days when no work is being done. The City shall not be responsible for any loss or damage to the project materials prior to their installation or to Contractor's tools and equipment from any cause whatsoever.

Article 11. Open Records

Both parties understand that the City is bound by the Wisconsin Public Records Law and, as such, this contract is subject to that law. Contractor acknowledges that it is obligated to assist the City in retaining and producing records that are subject to Wisconsin Public Records Law, and that the failure to do so shall constitute a material breach of the contract, and that Contractor must defend and hold the City harmless from liability under that law. Except as otherwise authorized, those records shall be maintained for a period of seven (7) years after receipt of Final Payment under the Agreement.

Article 12. Termination

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

If Contractor defaults or fails to fulfill in a timely and proper manner its obligations pursuant to this Agreement, the City may, seven (7) days after written notice has been delivered to Contractor, and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due to Contractor. In the alternative the City may, at its option, terminate this Agreement and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by Contractor, and may finish the project by whatever method it may deem expedient. In case the expenses incurred by the City (including payments previously made to Contractor) shall be less than the sum which would have been payable under the Agreement if it had been completed by Contractor, Contractor shall be entitled to receive the difference. However, in case such expense shall exceed the sum which would have been payable under the Agreement, Contractor will be liable and shall pay to the City the amount of said excess. By taking over prosecution of the work, the City does not forfeit the right to recover damages from Contractor or its surety for failure to complete the work in the time specified.

Article 13. Default

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

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

The City shall send Contractor a written notice of default. If Contractor, within a period of seven (7) days after such notice, fails to remedy the default, then the City shall have full power and authority, without violation of the Agreement, to take the prosecution of the work out of the hands of Contractor, as set forth in this Agreement.

Article 14. Identity of Contractor

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

Article 15. Independent Contractor Status

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

Article 16. Indemnification

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

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

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

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

judgments, and attorney's fees with respect to any above referenced workers' compensation claims incurred or paid by the City or paid on its behalf or on behalf of its Officials, Agents, or Employees by insurance purchased or self-insurance provided by the City.

Article 17. Insurance

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

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

- a. Workers' Compensation Insurance Contractor shall acquire and maintain, for the duration of the Agreement, Workers' Compensation Insurance that meets all statutory requirements. In the event this Agreement authorizes any work to be subcontracted, Contractor shall require any subcontractor to similarly provide Workers' Compensation Insurance in accordance with all statutory requirements.
- b. Commercial General Liability Insurance Contractor shall acquire and maintain, for the duration of this Agreement, Commercial General Liability Insurance with a policy limit of at least \$2,000,000 per occurrence and \$2,000,000 in the aggregate.

The proof of insurance referenced above shall require the insurance company to notify the City at least thirty (30) days prior to the expiration, cancellation, non-renewal, or material change in the coverage. The Certificate Holder on the proof of insurance should be listed as:

City of Sheboygan, Wisconsin 828 Center Ave., Suite 110 Sheboygan, Wisconsin 53081

The proof of insurance must contain an original signature.

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

Article 18. Conflict of Interest

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

Article 19. Waiver

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

Article 20. Severability

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

Article 21. Assignment

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

Article 22. Third Party Rights

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

Article 23. Governing Law and Venue

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

Article 24. Non-Discrimination and Equal Opportunity

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

Article 25. Compliance with Laws

In performing the Services under this Agreement, Contractor shall comply with any and all applicable federal, state and local statutes, ordinances, plans, and regulations. This includes all safety requirements as set forth by the Wisconsin Administrative Code and all applicable OSHA Standards.

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

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

Article 26. Notices

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

City:

Contractor:

City Clerk		Konz Electric, LLC	
City of Sheboygan		PO Box 290	
828 Center Ave.		Sheboygan Falls, WI 53085	
Sheboygan, Wisconsin 53083			

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

Article 27. Intent to be Bound

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

Article 28. Force Majeure

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

Article 29. Integration and Modification

This Agreement may be modified only by a written amendment signed by both parties hereto. This Agreement consists of the following parts, each of which is as fully a part of this Agreement as if fully set out herein:

- 1. This Agreement and its Attachments
- 2. Any Written Amendment to the Agreement which may be delivered or issued after the Effective Date of the Agreement (including Change Orders)
- 3. The Request for Bids (including all attachments)
- 4. All Addenda to the Request for Bids

5. All Other Submittals by Contractor

6. The Performance and Payment Bonds

(collectively "the Contract").

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

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

Article 30. Non-Collusion

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

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

Article 31. Other Provisions

- 1. Material Safety Data Sheet. If any item(s) on an order(s) resulting from this Agreement is a hazardous chemical, as defined under 29 C.F.R. 1910.1200, Contractor shall provide one (1) copy of a Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy with the invoice(s).
- 2. Advertising and News Releases. Reference to or use of the City, or any of its departments, officials, or employees, for commercial promotion is prohibited. News releases pertaining to this procurement shall not be made without prior approval of the City's Representative. Release of broadcast e-mails pertaining to this procurement shall not be made without prior written authorization of the City's Representative.
- 3. Foreign Corporation. A foreign corporation (any corporation other than a Wisconsin corporation) which becomes a party to this Agreement is required to conform to all the requirements of Wis. Stat. 180 relating to a foreign corporation, and must possess a certificate of authority from the Wisconsin Department of Financial Institutions, unless the corporation is transacting business in interstate commerce or is otherwise exempt from the requirement of obtaining a certificate of authority.

- 4. Guaranteed Delivery. Failure of the Contractor to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the Contractor liable for all costs in excess of the Agreement price when alternate procurement is necessary. Excess costs shall include the administrative costs and other costs attributable to the delay.
- 5. Authority. Each person executing this Agreement on behalf of a party hereto represents and warrants to the other party: That the execution and delivery of this Agreement has been duly authorized, that the person or persons executing this Agreement have the full power, authority, and right to do so, and that such execution is sufficient and legally binding on such party to enable this Agreement to be enforceable in accordance with its terms.
- 6. Intent of Contract Documents.
 - a. The intent of this Agreement is to include in the contract price the cost of all labor and materials, water, fuel, tools, plants, equipment, light, transportation, and any other expenses that may be necessary for the proper execution and completion of the work included in the Agreement.
 - b. In interpreting the Agreement, words describing materials that have a well-known technical or trade meaning shall be construed in accordance with such well known meanings unless otherwise specifically defined.

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

CITY OF SHEBOYGAN, WISCONSIN

CONTRACTOR

BY: _____ Ryan Sorenson, Mayor

ATTEST:_____

Meredith DeBruin, City Clerk

DATE: _____

BY: _____ Thomas Konz, Vice President

ATTEST: _____

DATE:

EXHIBIT 1



ELECTRICAL ADDENDUM #1

Project:Sheboygan Mead Public Library Fire Alarm Replacement ProjectProject No.:MSA# 09511021Date:May 13, 2022

Sign in Sheet:

1. See attachment for pre-bid walk through sign in sheet.

Pre-bid Notes:

1. See attachment for pre-bid walk through notes.

Bid Form:

1. See attached for revised bid form that includes Alternate Bid E-1.

General:

- 1. Sheet E1.0D:
 - A. REVISE ceiling schedule 5 & 7 as shown clouded.
 - B. REMOVE existing flow switch in Air Handling Equip. Room as shown clouded.
 - C. ADD existing smoke detector in Storage as shown clouded.
 - D. ADD existing data rack to remain as shown clouded.
- 2. Sheet E1.0E:
 - A. REVISE ceiling schedule 5 & 7 as shown clouded.
 - B. ADD spot type smoke detection per plan note 75 under alternate bid E-1 as shown clouded.
 - C. ADD smoke detector in Storage as shown clouded.
 - D. ADD existing data rack to remain as shown clouded.
 - E. REVISE plan note 32 as shown clouded.
- 3. Sheet E1.1D:
 - A. REVISE ceiling schedule 5 & 7 as shown clouded.
 - B. REVISE existing sound system location as shown clouded.
 - C. ADD existing smoke detectors as shown clouded.
- 4. Sheet E1.1E:
 - A. REVISE ceiling schedule 5 & 7 as shown clouded.
 - B. ADD spot type smoke detection per plan note 75 under alternate bid E-1 as shown clouded.
 - C. ADD smoke detector and control module as shown clouded.
 - D. ADD plan notes 74 and 75 as shown clouded.
 - E. ADD microphone behind main desk as shown clouded.
 - F. ADD protective covers for pull stations as shown clouded.
- 5. Sheet E1.2D:
 - A. REVISE ceiling schedule 5 & 7 as shown clouded.
 - B. ADD existing smoke detectors as shown clouded.

- 6. Sheet E1.2E:
 - A. REVISE ceiling schedule 5 & 7 as shown clouded.
 - B. ADD spot type smoke detection per plan note 75 under alternate bid E-1 as shown clouded.
 - C. ADD smoke detector and control module as shown clouded.
 - D. ADD plan notes 18, 74 & 75 as shown clouded.
- Sheet E1.3D:
 A. REVISE ceiling schedule 5 & 7 as shown clouded.
- 8. Sheet E1.3E:
 - A. REVISE ceiling schedule 5 & 7 as shown clouded.
 - B. ADD spot type smoke detection per plan note 75 under alternate bid E-1 as shown clouded.
- 9. Sheet E3.0 (Sheet not included):
 - A. Detail 4/E3.0. For each Air Handler duct detector shut down provide a double pole relay; one to shut down the air handler and the second for connection to the DDC system. The connection to the DDC will be done by Owner's Controls person is Kevin Pierret of Quality Control Services, Office Phone: 920-907-0803, Email:

kpierret@qcservicesfdl.com or qcs@qcservicesfdl.com. These contacts shall be connected to the DDC system as part of this work and will be a sub to the EC. Contact Quality Control Services for pricing.



Project Name: Sheboygan Mead Public Library Fire Alarm Replacement Project

Project No.: MSA# 09511021

Meeting Date: May 11th, 2022 8:00 am.

Location: Sheboygan Mead Public Library

PLEASE PRINT LEGIBLY!!!!!

NAME	REPRESENTING	PHONE	E-MAIL
Present for meeting:			
Dave Schulze (EE)	MSA Professional Ser.	920-894-4710	dschulze@msa-ps.com
Bernie Rammer	Sheboygan County	920-459-3469	Bernard.Rammer@sheboyganwi.gov
Mike Williams	City of Sheboygan	920-459-3444	Michael.Willmas@sheboyganwi.gov
Nicholas Noster	Chief Fire Inspector	920-459-3321	nicholas.noster@sheboyganwi.gov
Gregg Herr	Sheboygan Mead Library	920-459-3400 (2044)	gregg.herr@meadpl.org
Dave Altmeyer	Altmeyer Electric	920-458-3406	david@altmeyerelectric.net
Gerry Krebsbach	KW Electric	920-467-2000	estimating@kwelectricinc.com
Brett Hunt	Konz Electric	920-627-2834	bretth@konzelectric.com
Tim Arnoldi	O&W Communications	920-457-8640	tarnoldi@owcommunications.com
Scott Weyenberg	Elmstar Electric	920-766-8100	scottw@elmstar.com
Not present for Pre-			
Cameron Sauve	MSA Professional Ser.	920-267-6043	csauve@msa-ps.com
Reggie Schwarzenbart	MSA Professional Ser.	920-243-4023	rschwarzenbart@msa-ps.com

PRE-BID MEETING NOTES



Project:	Sheboygan Mead Public Library Fire Alarm Replacement Project
Project No.:	MSA# 09511021
Walk Through Date:	Wednesday, May 11, 2022 at 8:00 am
Walk Through Location:	Sheboygan Mead Public Library
Notes By:	Dave Schulze, MSA Professional Services.

- A. Overview
 - 1. Everyone sign-in, check log in.
 - 2. Contact person: Michael Willmas
 - 3. Project Scope: This work is to include replacing the Simplex fire alarm system with a Notifier Voice/Strobe system. A voice system is being installed in lieu of a horn/strobe system because the occupant load is close to 1,000 people and is desired by the owner.
 - 4. The owner has purchased the fire alarm headend and power supplies due to long lead times.
 - 5. Tax exempt with owner purchase. Bidders are to include materials without sales tax and applicable county taxes in their bid.
 - 6. This is not a prevailing wage project.
 - 7. Submit bid with 5% Bid Bond. No permit fees will be waivered.
 - 8. Contractor that is awarded with the project shall submit a Performance and Payment Bond of 100% of the contract cost.
 - 9. Each contractor shall make sure they up to date with the City's Bidder's Proof of Responsibility, see front end of specification for this form.
 - 10. One prime contractor (EC); fire alarm contractor is a subcontractor of the EC.
 - 11. Asbestos: may be some but should not cause work delays.
 - 12. Provide Bidder's Proof of Responsibility.
 - 13. Overview.
 - 14. Questions.
- B. Project Timetable
 - 1. Addenda will be issued around Friday, May 13, 2022. At this time the City is looking at the possibility of adding additional smoke detectors spot type detection in book stack areas.
 - Bids Due at 1:00 p.m. Thursday, May 19, 2022. Send Bids to: City of Sheboygan City Hall (Finance Department) Attn: Mr. Bernard Rammer 828 Center Avenue, Sheboygan, WI 53081. Bids will be opened at 1:00 pm in Room 109 of City Hall
 - 3. Bids will be reviewed May 19 June 20, 2022.

- 4. Final approval by Common Council Monday. June 20, 2022.
- 5. Successful contractor notified and contract awarded June 21, 2022.
- 6. Pre-construction meeting tentatively week of June 27, 2022.
- 7. Contractors provide all submittals for review mid-July 2022.
- 8. Submittals returned to contractors with-in a few days.
- 9. Project completion: Substantial completion will be December 23, 2022 with Final completion on December 30, 2022.
- C. Project Specifics
 - 1. The owner will not leave the building. The EC shall minimize down time and coordinate ahead of time all down time.
 - 2. Working hours: 6:30 am to 5:00 pm, Monday through Friday.
 - 3. Dumpsters will be provided by the contractor.
 - 4. Contractors shall be at the site to accept all deliveries of their equipment.
 - 5. Only the third floor is sprinklered.
 - 6. Keep the existing fire alarm system operational until the new system can be switched over.
 - 7. Existing fire alarm equipment shall be removed and disposed of by the EC. This includes all equipment that may not be shown on the drawings.
 - 8. Elevators only have primary and alternate recalls. There are no devices in the shafts or pits. There is no shut trip.
 - 9. Fire alarm wiring is Free-Air type that is supported by J-hooks or D-rings above lay-in ceilings. Exposed areas in book stack and public areas shall be Wiremold and equipment rooms shall be EMT.
 - 10. Existing emergency panel is a Bussmann fusible panel (article 700). The new fire alarm control panel and power supplies shall be fed from this panel.
 - 11. Provide plastic covers on fire alarm pull stations where they are shown on the drawings.
 - 12. Sprinkler flow switches in the lower mechanical room. One of them will have to be investigated since it was not found during the design.
 - 13. Disconnect existing sound systems when fire alarm is operating. First and third floors.
 - 14. Fire alarm contractor and the DDC contractor will be subcontractors to the EC. Per the upcoming addenda the required DDC work will be as follows:
 - a. Detail 4/E3.0. For each Air Handler duct detector shut down provide a double pole relay; one to shut down the air handler and the second for connection to the DDC system. The connection to the DDC will be done by Owner's Controls person is Kevin Pierret of Quality Control Services, Office Phone: 920-907-0803, Email:
 <u>kpierret@qcservicesfdl.com</u> or <u>qcs@qcservicesfdl.com</u>. These contacts shall be connected to the DDC system as part of this work and will be a sub to the EC. Contact Quality Control Services for pricing.

BID PROPOSAL FORM

CITY OF SHEBOYGAN MEAD PUBLIC LIBRARY FIRE ALARM SYSTEM UPGRAD

Bids Close	e: 1:00 p.n	n., Thursday, May 19, 2022			
	<u>PROPO</u>	<u>SAL</u>			
То:	Finance Attn: M 828 Cer	Sheboygan City Hall Department r. Bernard Rammer ater Avenue gan, WI 53081			
We		(Company name)		(□ a corporation (□ a partnership (□ an individua)
Of					
St	treet	City and State	Zip	Telephone No.	

Hereby agree to execute contract and furnish satisfactory bond in the amount specified, and to furnish all labor and materials required to complete the project located in Sheboygan, Wisconsin, in strict accordance with the contract documents prepared by MSA Professional Services, Inc., and dated April 29, 2022.

BASE BID

We propose to furnish all permits, equipment, materials and labor, to include travel, lodging and other expenses to install a new fire alarm system in accordance with the bid plans and specifications for a turn-key installation.

Total Lump-Sum Cost §	<u> </u>
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ALTERNATE BID E-1

State the addition/deduction cost of to add additional smoke detection as stated under Alternate Bid E-1

Total Alternate Bid E-1 Cost \$_____

Addendum Receipt

We acknowledge receipt of the following Addenda:

Addendum No. _____ Date _____

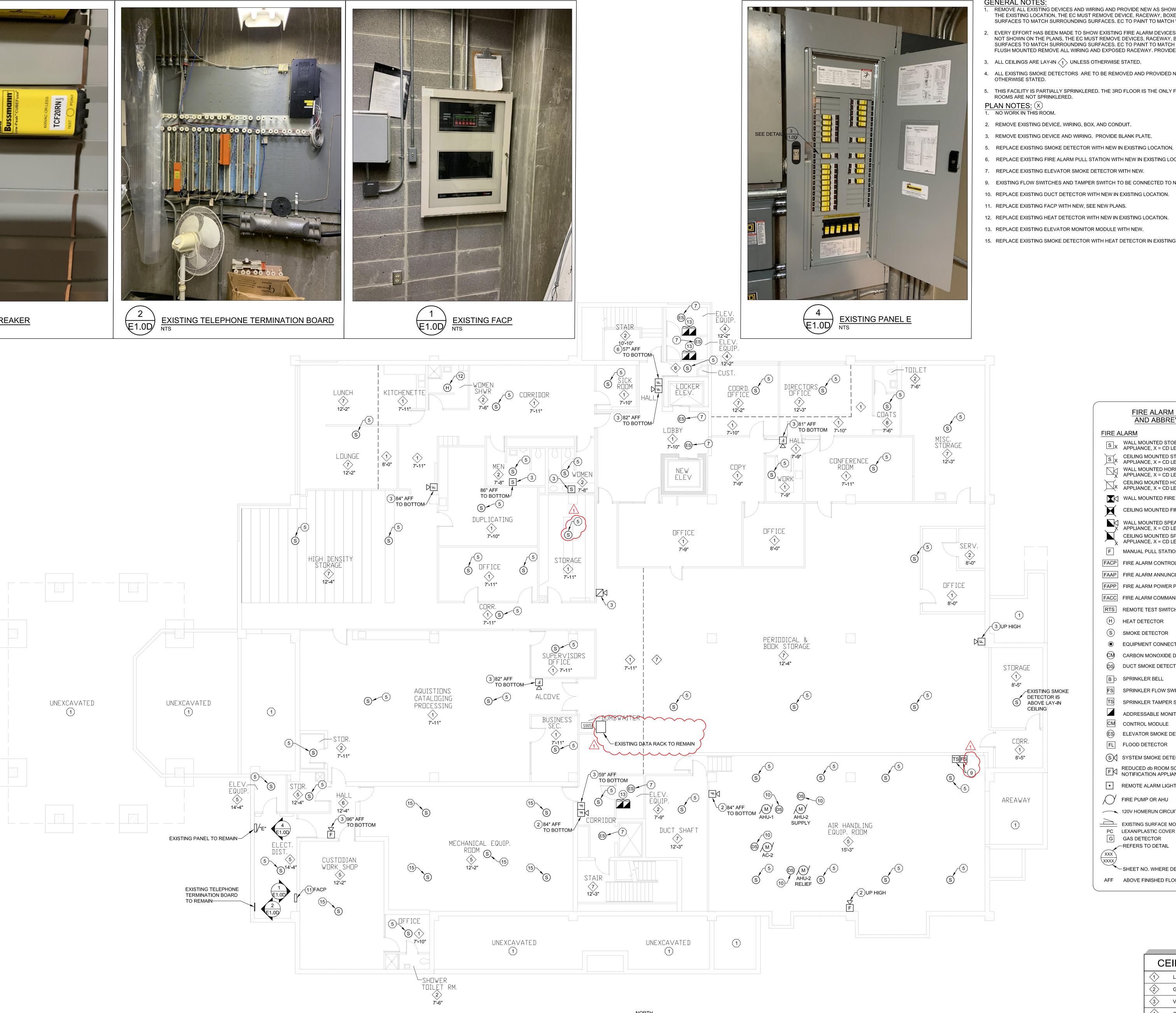
Addendum No. _____ Date _____

Addendum No. _____ Date _____

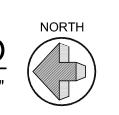
The undersigned agrees, if awarded the contract, to commence the contract work upon written notice and to complete the contract work within the times stated in the contract documents.

		Firm Name
		Attested (Corporate Secretary)
(Seal if Bid is by Corporation)	Ву	
	Title	
	Dated	, 20









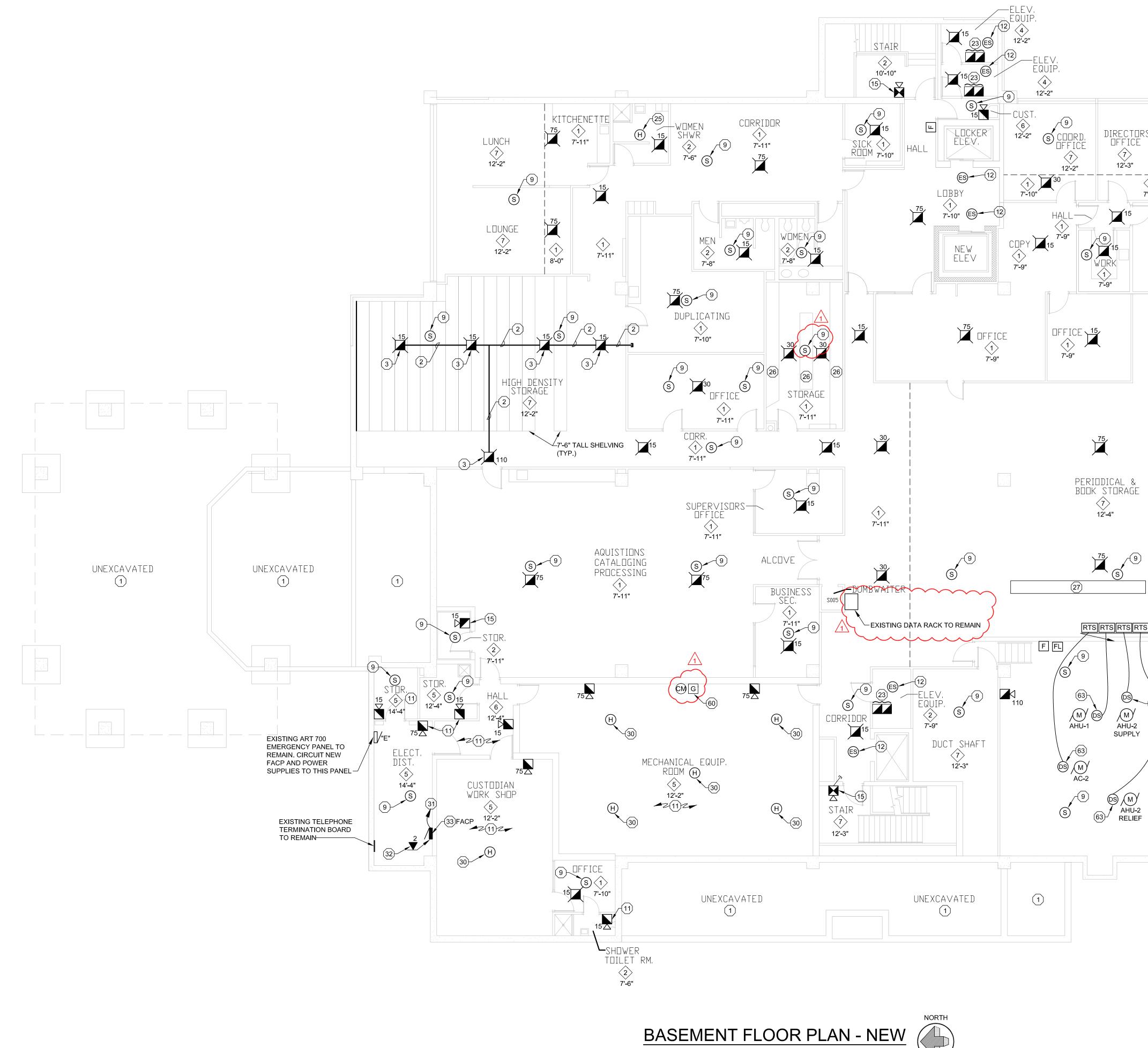
GENERAL NOTES:

- REMOVE ALL EXISTING DEVICES AND WIRING AND PROVIDE NEW AS SHOWN. IF NOTES DO NOT INDICATE REUSING THE EXISTING LOCATION, THE EC MUST REMOVE DEVICE, RACEWAY, BOXES, WIRING, AND PATCH EXISTING SURFACES TO MATCH SURROUNDING SURFACES. EC TO PAINT TO MATCH WALL OR CEILING COLOR.
- EVERY EFFORT HAS BEEN MADE TO SHOW EXISTING FIRE ALARM DEVICES, IF AN EXISTING FIRE ALARM DEVICE IS NOT SHOWN ON THE PLANS, THE EC MUST REMOVE DEVICES, RACEWAY, BOXES, WIRING, AND PATCH EXISTING SURFACES TO MATCH SURROUNDING SURFACES. EC TO PAINT TO MATCH WALL OR CEILING COLOR. IF DEVICE IS FLUSH MOUNTED REMOVE ALL WIRING AND EXPOSED RACEWAY. PROVIDE DECORATIVE BLANK COVER.
- THIS FACILITY IS PARTIALLY SPRINKLERED. THE 3RD FLOOR IS THE ONLY FLOOR THAT IS SPRINKLERED. ELEVATOR

- 15. REPLACE EXISTING SMOKE DETECTOR WITH HEAT DETECTOR IN EXISTING LOCATION.



ltem 21.



GENERAL NOTES: 1. ALL CEILINGS ARE LAY-IN 1 UNLESS OTHERWISE STATED.

- 2. PROVIDE ELEVATOR SMOKE DETECTOR INSTALLATION PER DETAIL $\begin{pmatrix} 3 \\ E3,0 \end{pmatrix}$ 3. FOR DUCT SMOKE DETECTOR AND REMOTE TEST PROVIDE AS SHOWN PER DETAIL $\begin{pmatrix} 4 \\ E3.0 \end{pmatrix}$
- 4. SEE DETAIL $\begin{pmatrix} 1 \\ E3.0 \end{pmatrix}$ FOR INSTALLATION DETAILS.
- 5. THIS FACILITY IS PARTIALLY SPRINKLERED. THE 3RD FLOOR IS THE ONLY FLOOR THAT IS SPRINKLERED. ELEVATOR ROOMS ARE NOT SPRINKLERED.
- 6. ALL FIRE ALARM PULL, JUNCTION BOXES, AND THEIR COVERS SHALL BE PAINTED RED AND HAVE "FIRE ALARM" WRITTEN ON THE COVER IN LARGE BLACK NON-WASHABLE INK. THE LETTERING SHALL BE SUCH THAT IT CAN BE READ FROM 10' AWAY. NOTE THAT THIS REQUIREMENT IS IN ADDITION TO THE NEC REQUIREMENTS WHICH REQUIRE THAT THE BOX ITSELF BE MARKED IN RED.

PLAN NOTES: X . NO WORK IN THIS AREA

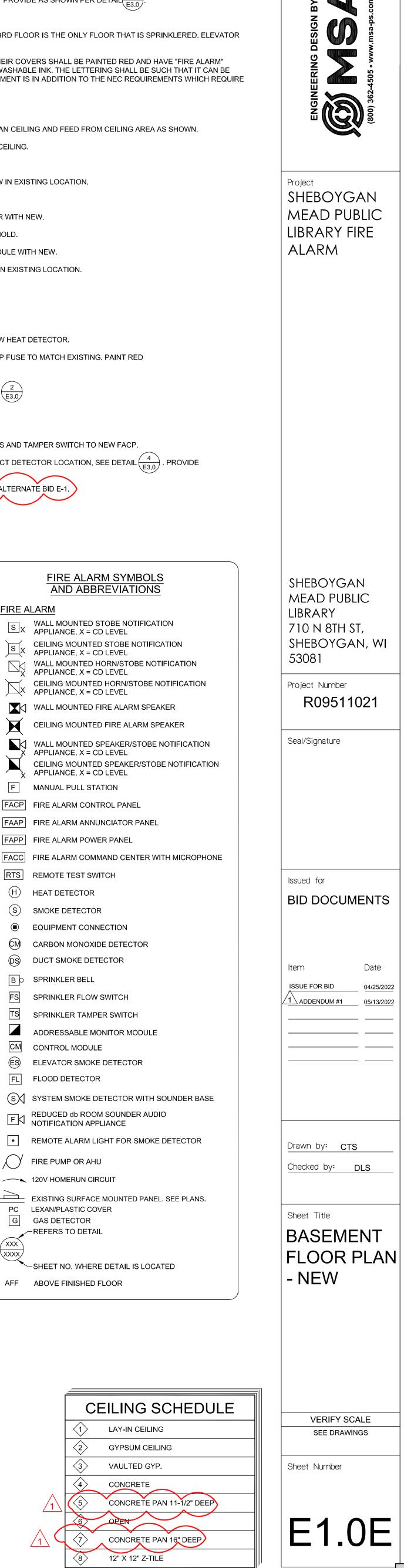
- 2. ROUTE WIREMOLD ON BOTTOM OF CONCRETE PAN CEILING AND FEED FROM CEILING AREA AS SHOWN.
- 3. MOUNT DEVICE ON BOTTOM OF CONCRETE PAN CEILING.
- 4. PROVIDE NEW DEVICES PER DETAIL(1)
- 9. REPLACE EXISTING SMOKE DETECTOR WITH NEW IN EXISTING LOCATION.
- 11. IN THIS ROOM, INSTALL DEVICES IN EMT.
- 12. REPLACE EXISTING ELEVATOR SMOKE DETECTOR WITH NEW.
- 15. SURFACE MOUNT DEVICE ON WALL USING WIREMOLD.
- 23. REPLACE EXISTING ELEVATOR MONITORING MODULE WITH NEW.
- 25. REPLACE EXISTING HEAT DETECTOR WITH NEW IN EXISTING LOCATION.
- 26. TALL SHELVING (CEILING HEIGHT).
- 27. 7'-0" TALL BOOK STACKS.
- 29. 3'-8" TALL BOOK STACKS.
- 30. REPLACE EXISTING SMOKE DETECTOR WITH NEW HEAT DETECTOR.
- CIRCUIT TO EXISTING PANEL "E". PROVIDE 20A/1P FUSE TO MATCH EXISTING. PAINT RED

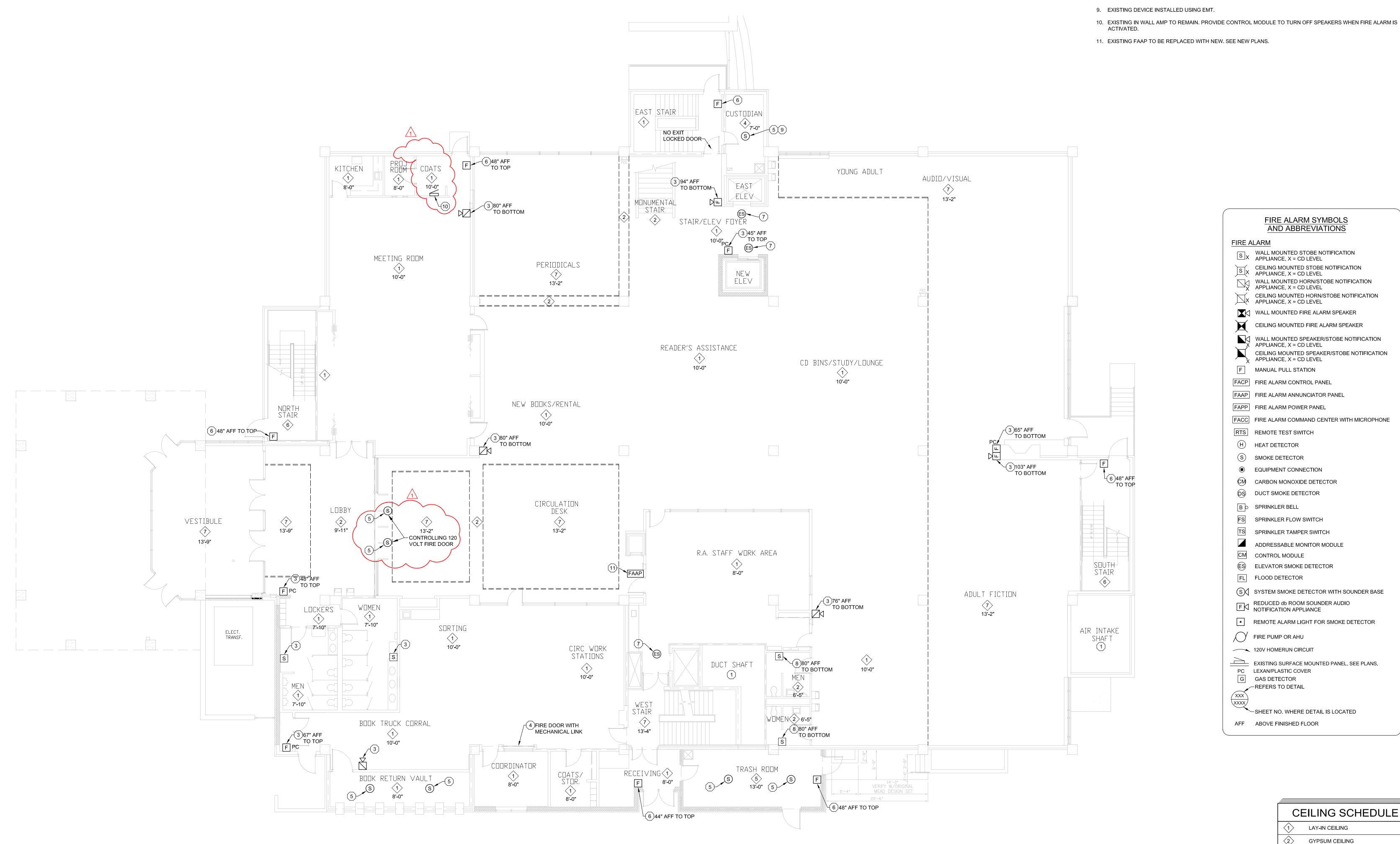
32. CAT 6 PLENUM DATA LINE BY OWNER.

- 33. REPLACE EXISTING FACP WITH NEW SEE DETAIL $\begin{pmatrix} 2 \\ E3.0 \end{pmatrix}$
- 60. PROVIDE GAS DETECTOR.
- 61. PROVIDE CARBON MONOXIDE DETECTOR.
- 62. CONNECT EXISTING SPRINKLER FLOW SWITCHES AND TAMPER SWITCH TO NEW FACP.
- 63. PROVIDE NEW DUCT DETECTOR IN EXISTING DUCT DETECTOR LOCATION, SEE DETAIL $\begin{pmatrix} 4 \\ E3.0 \end{pmatrix}$. PROVIDE
- REMOTE TEST SWITCH
- 75. PROVIDE SPOT TYPE SMOKE DETECTION UNDER ALTERNATE BID E-1. 7'-10' TORAGE CONFERENCE ROOM 75 (9) 12'-3" 75 (S -2(11)2-7'-11 $\langle 1 \rangle$ 8'-0" UNEX, STORAGE $\langle 1 \rangle$ 8'-5"、1 S 9 MOUNT TO LAY-IN CEILING 8'-5" AREAWAY 1 AIR HANDLING EQUIP, ROOM $\langle 5 \rangle$ 15'-3" ►Z(11)Z► <u>____</u>9 (9) S (s) $\nabla 7110$

SCALE: 1/8" = 1'-0"

	FIRE ALARM SYMBOLS AND ABBREVIATIONS
	LARM
SX	WALL MOUNTED STOBE NOTIFICATION
Ìs x	APPLIANCE, X = CD LEVEL CEILING MOUNTED STOBE NOTIFICATION
м М	APPLIANCE, X = CD LEVEL WALL MOUNTED HORN/STOBE NOTIFICATION
	APPLIANCE, X = CD LEVEL CEILING MOUNTED HORN/STOBE NOTIFICA
X	APPLIANCE, X = CD LEVEL
	WALL MOUNTED FIRE ALARM SPEAKER
	CEILING MOUNTED FIRE ALARM SPEAKER
	WALL MOUNTED SPEAKER/STOBE NOTIFIC APPLIANCE, X = CD LEVEL
	CEILING MOUNTED SPEAKER/STOBE NOTIF APPLIANCE, X = CD LEVEL
F	MANUAL PULL STATION
FACP	FIRE ALARM CONTROL PANEL
FAAP	FIRE ALARM ANNUNCIATOR PANEL
FAPP	FIRE ALARM POWER PANEL
FACC	FIRE ALARM COMMAND CENTER WITH MICF
RTS	REMOTE TEST SWITCH
(\mathbf{H})	HEAT DETECTOR
S	SMOKE DETECTOR
	EQUIPMENT CONNECTION
CM	CARBON MONOXIDE DETECTOR
DS	DUCT SMOKE DETECTOR
Вр	SPRINKLER BELL
FS	SPRINKLER FLOW SWITCH
TS	SPRINKLER TAMPER SWITCH
	ADDRESSABLE MONITOR MODULE
СМ	CONTROL MODULE
(ES)	
FL	FLOOD DETECTOR
(s)(
FN	REDUCED db ROOM SOUNDER AUDIO NOTIFICATION APPLIANCE
•	REMOTE ALARM LIGHT FOR SMOKE DETEC
\bigcirc	FIRE PUMP OR AHU
	120V HOMERUN CIRCUIT
	EXISTING SURFACE MOUNTED PANEL. SEE PL
PC G	LEXAN/PLASTIC COVER GAS DETECTOR
	-REFERS TO DETAIL
XXX XXXX	
	-SHEET NO. WHERE DETAIL IS LOCATED
AFF	ABOVE FINISHED FLOOR







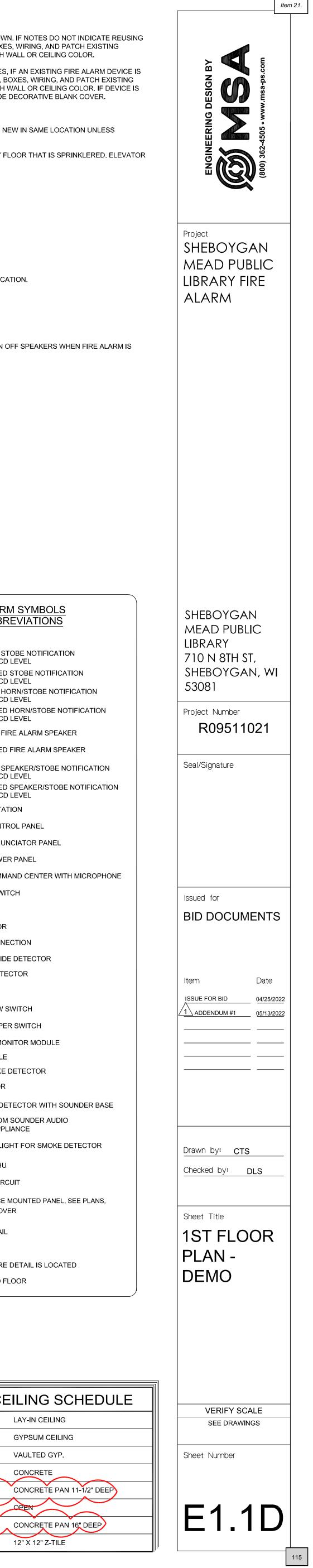
GENERAL NOTES:

. REMOVE ALL EXISTING DEVICES AND WIRING AND PROVIDE NEW AS SHOWN. IF NOTES DO NOT INDICATE REUSING THE EXISTING LOCATION, THE EC MUST REMOVE DEVICE, RACEWAY, BOXES, WIRING, AND PATCH EXISTING SURFACES TO MATCH SURROUNDING SURFACES. EC TO PAINT TO MATCH WALL OR CEILING COLOR.

- 2. EVERY EFFORT HAS BEEN MADE TO SHOW EXISTING FIRE ALARM DEVICES, IF AN EXISTING FIRE ALARM DEVICE IS NOT SHOWN ON THE PLANS, THE EC MUST REMOVE DEVICES, RACEWAY, BOXES, WIRING, AND PATCH EXISTING SURFACES TO MATCH SURROUNDING SURFACES. EC TO PAINT TO MATCH WALL OR CEILING COLOR. IF DEVICE IS FLUSH MOUNTED REMOVE ALL WIRING AND EXPOSED RACEWAY. PROVIDE DECORATIVE BLANK COVER.
- 3. ALL CEILINGS ARE LAY-IN 1 UNLESS OTHERWISE STATED.
- 4. ALL EXISTING SMOKE DETECTORS ARE TO BE REMOVED AND PROVIDED NEW IN SAME LOCATION UNLESS OTHERWISE STATED.
- 5. THIS FACILITY IS PARTIALLY SPRINKLERED. THE 3RD FLOOR IS THE ONLY FLOOR THAT IS SPRINKLERED. ELEVATOR ROOMS ARE NOT SPRINKLERED.

PLAN NOTES: (X) 1. NO WORK IN THIS ROOM.

- 2. REMOVE EXISTING DEVICE, WIRING, BOX, AND CONDUIT.
- 3. REMOVE EXISTING DEVICE AND WIRING. PROVIDE BLANK PLATE.
- 4. EXISTING DEVICE TO REMAIN.
- 5. REPLACE EXISTING SMOKE DETECTOR WITH NEW IN EXISTING LOCATION.
- 6. REPLACE EXISTING FIRE ALARM PULL STATION WITH NEW IN EXISTING LOCATION.
- 7. REPLACE EXISTING ELEVATOR SMOKE DETECTOR WITH NEW.
- 8. REPLACE EXISTING HORN/STROBE OR STROBE WITH SPEAKER/STROBE.
- 10. EXISTING IN WALL AMP TO REMAIN. PROVIDE CONTROL MODULE TO TURN OFF SPEAKERS WHEN FIRE ALARM IS

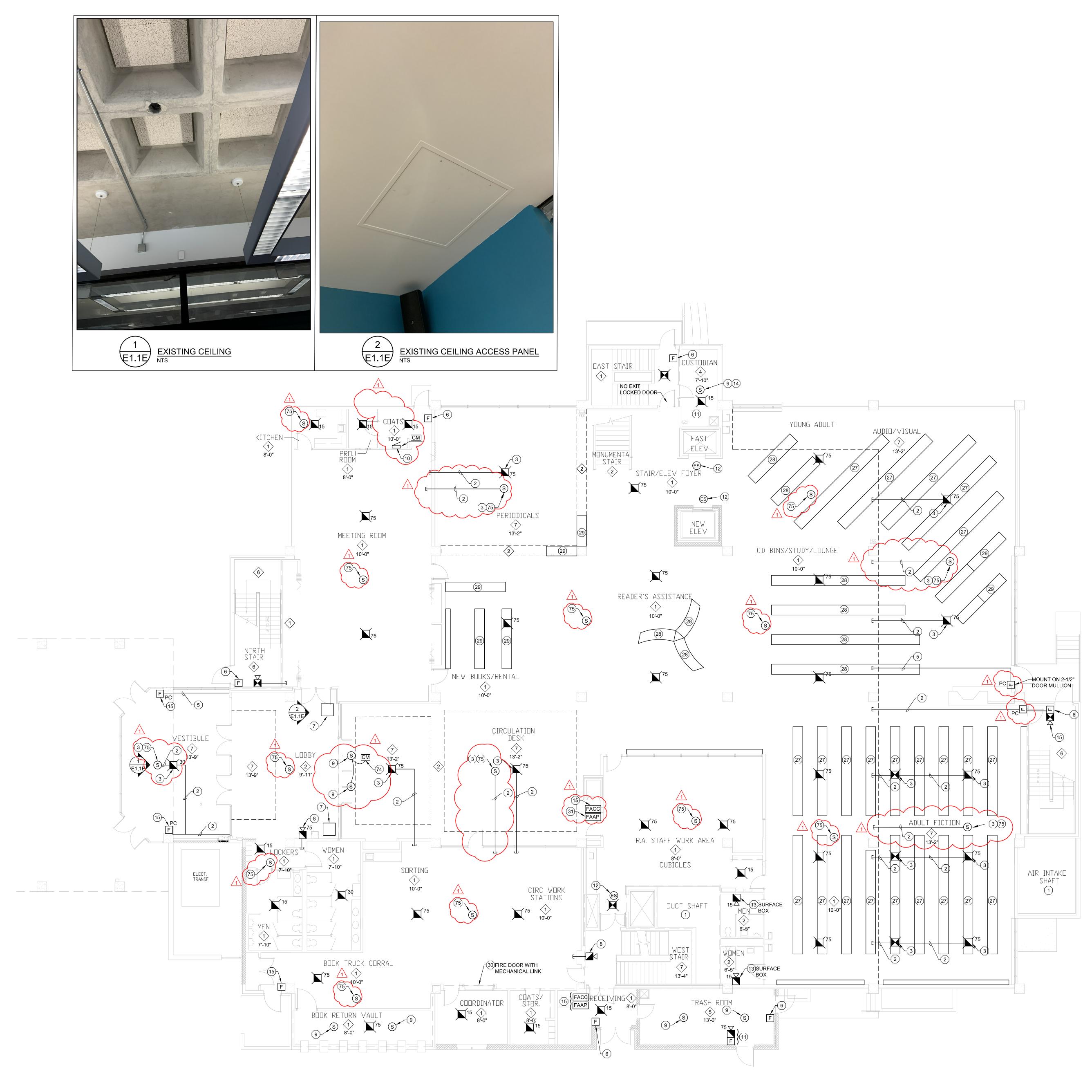


VAULTED GYP.

CONCRETE

8 12" X 12" Z-TILE

(3)





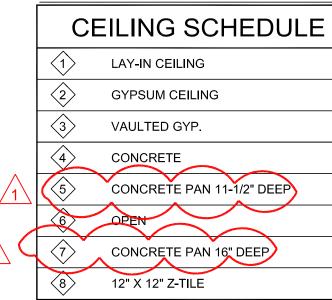
- GENERAL NOTES: 1. ALL CEILINGS ARE LAY-IN (1) UNLESS OTHERWISE STATED.
- 2. PROVIDE ELEVATOR SMOKE DETECTOR INSTALLATION PER DETAIL $\left(\frac{3}{120}\right)$
- 3. FOR DUCT SMOKE DETECTOR AND REMOTE TEST PROVIDE AS SHOWN PER DETAIL $\begin{pmatrix} 4 \\ E3.0 \end{pmatrix}$ 4. SEE DETAIL $\begin{pmatrix} 1 \\ E3.0 \end{pmatrix}$ FOR INSTALLATION DETAILS.
- 5. THIS FACILITY IS PARTIALLY SPRINKLERED. THE 3RD FLOOR IS THE ONLY FLOOR THAT IS SPRINKLERED. ELEVATOR ROOMS ARE NOT SPRINKLERED.
- 6. ALL FIRE ALARM PULL, JUNCTION BOXES, AND THEIR COVERS SHALL BE PAINTED RED AND HAVE "FIRE ALARM" WRITTEN ON THE COVER IN LARGE BLACK NON-WASHABLE INK. THE LETTERING SHALL BE SUCH THAT IT CAN BE READ FROM 10' AWAY. NOTE THAT THIS REQUIREMENT IS IN ADDITION TO THE NEC REQUIREMENTS WHICH REQUIRE THAT THE BOX ITSELF BE MARKED IN RED.

PLAN NOTES:X 1. NO WORK IN THIS AREA

- 2. ROUTE WIREMOLD ON BOTTOM OF CONCRETE PAN CEILING AND FEED FROM CEILING AREA AS SHOWN.
- 3. MOUNT DEVICE ON BOTTOM OF CONCRETE PAN CEILING.
- 5. ROUTE WIREMOLD ON BOTTOM OF CONCRETE PAN CEILING AND FEED FROM CEILING AS SHOWN. ROUTE WIREMOLD DOWN TO PULL STATION.
- 6. REPLACE EXISTING FIRE ALARM PULL STATION WITH NEW IN EXISTING LOCATION.
- 7. EXISTING CEILING ACCESS DOOR. SEE DETAIL $\begin{pmatrix} 2 \\ E1.1E \end{pmatrix}$
- 8. CUT DEVICE IN EXISTING GYP. WALL. FEED FROM LAY-IN CEILING.
- 9. REPLACE EXISTING SMOKE DETECTOR WITH NEW IN EXISTING LOCATION.
- 10. EXISTING IN-WALL AMP TO REMAIN. PROVIDE CONTROL MODULE TO TURN OFF SPEAKERS WHEN FIRE ALARM IS ACTIVATED.
- 11. IN THIS ROOM, INSTALL DEVICES IN EMT.
- 12. REPLACE EXISTING ELEVATOR SMOKE DETECTOR WITH NEW.
- 13. REPLACE EXISTING HORN/STROBE OR STROBE WITH NEW SPEAKER/STROBE.
- 14. EXISTING DEVICE INSTALLED USING EMT.
- 15. SURFACE MOUNT DEVICE ON WALL USING WIREMOLD.
- 27. 7'-0" TALL BOOK STACKS.
- 28. 5'-0" TALL BOOK STACKS.
- 29. 3'-8" TALL BOOK STACKS.
- 30. NO FIRE ALARM CONNECTION REQUIRED.
- 31. EXISTING FAAP TO BE REPLACED WITH NEW.
- 74. PROVIDE CONTROL MODULE TO CONTROL 120V FIRE DOOR

75. PROVIDE SPOT TYPE SMOKE DETECTION UNDER ALTERNATE BID E-1.

	FIRE ALARM SYMBOLS AND ABBREVIATIONS
FIRE A	ALARM
SX	WALL MOUNTED STOBE NOTIFICATION APPLIANCE, X = CD LEVEL
sx	CEILING MOUNTED STOBE NOTIFICATION APPLIANCE, X = CD LEVEL
	WALL MOUNTED HORN/STOBE NOTIFICATI
x	APPLIANCE, X = CD LEVEL CEILING MOUNTED HORN/STOBE NOTIFICA APPLIANCE, X = CD LEVEL
	WALL MOUNTED FIRE ALARM SPEAKER
X	CEILING MOUNTED FIRE ALARM SPEAKER
	WALL MOUNTED SPEAKER/STOBE NOTIFIC APPLIANCE, X = CD LEVEL
X	CEILING MOUNTED SPEAKER/STOBE NOTI APPLIANCE, X = CD LEVEL
F	MANUAL PULL STATION
FACP	FIRE ALARM CONTROL PANEL
FAAP	FIRE ALARM ANNUNCIATOR PANEL
FAPP	FIRE ALARM POWER PANEL
FACC	FIRE ALARM COMMAND CENTER WITH MIC
RTS	REMOTE TEST SWITCH
H	HEAT DETECTOR
S	SMOKE DETECTOR
	EQUIPMENT CONNECTION
CM	CARBON MONOXIDE DETECTOR
DS	DUCT SMOKE DETECTOR
Вр	SPRINKLER BELL
FS	SPRINKLER FLOW SWITCH
TS	SPRINKLER TAMPER SWITCH
	ADDRESSABLE MONITOR MODULE
СМ	CONTROL MODULE
ES	ELEVATOR SMOKE DETECTOR
FL	FLOOD DETECTOR
(SX	SYSTEM SMOKE DETECTOR WITH SOUNDE
F↓	REDUCED db ROOM SOUNDER AUDIO NOTIFICATION APPLIANCE
•	REMOTE ALARM LIGHT FOR SMOKE DETEC
\mathcal{O}	FIRE PUMP OR AHU
	120V HOMERUN CIRCUIT
PC	EXISTING SURFACE MOUNTED PANEL. SEE P LEXAN/PLASTIC COVER
G	GAS DETECTOR
XXX	-REFERS TO DETAIL
XXXX	
*	
AFF	ABOVE FINISHED FLOOR



U (800) 362-Project Sheboygan MEAD PUBLIC LIBRARY FIRE ALARM Sheboygan MEAD PUBLIC 53081 ΓΙΟΝ CATION Project Number R09511021 Seal/Signature ICATION FICATION

ltem 21.

CROPHONE

DER BASE

CTOR

PLANS.



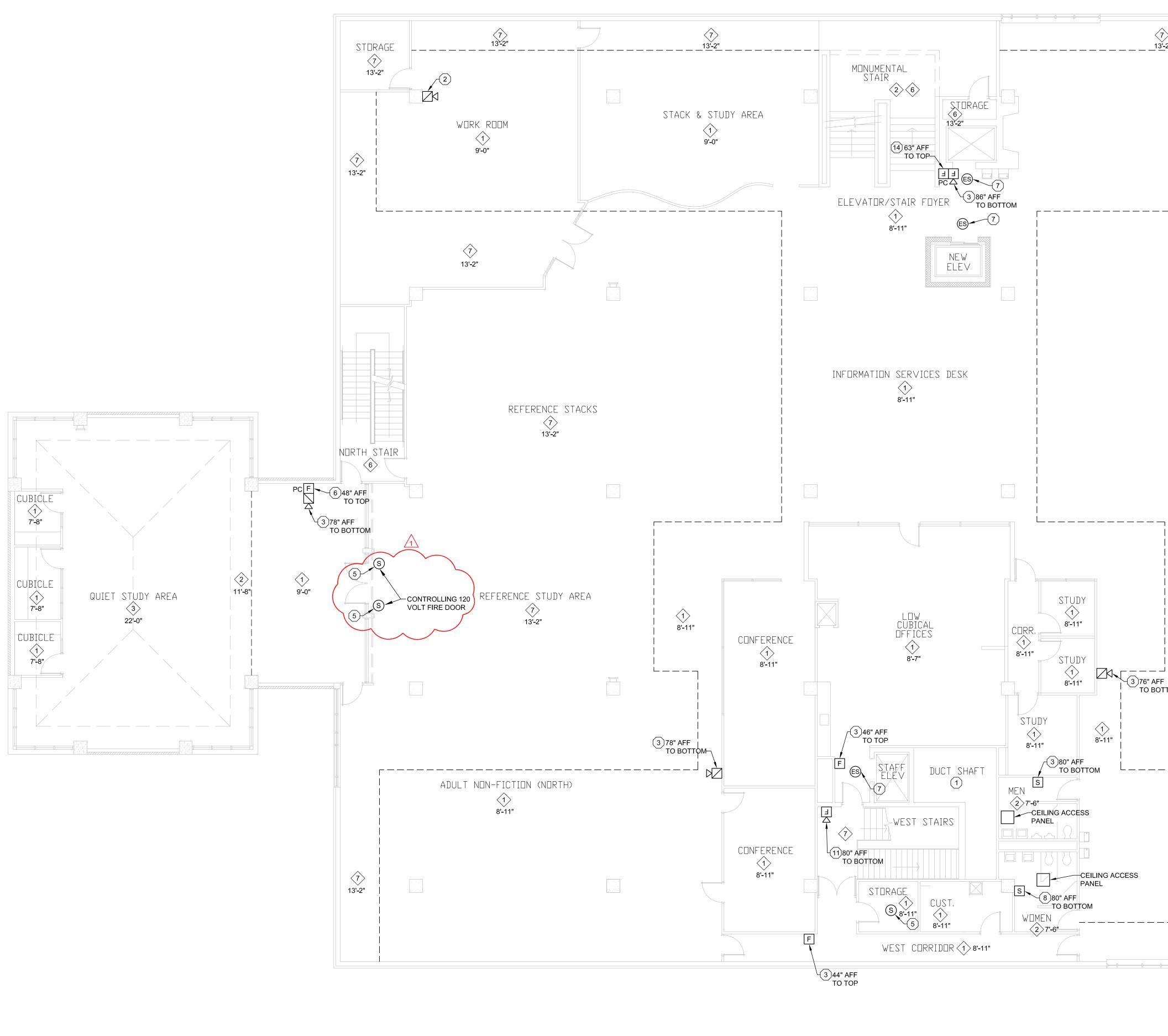
SEE DRAWINGS Sheet Number

E1.1E

VERIFY SCALE

1ST FLOOR

PLAN - NEW



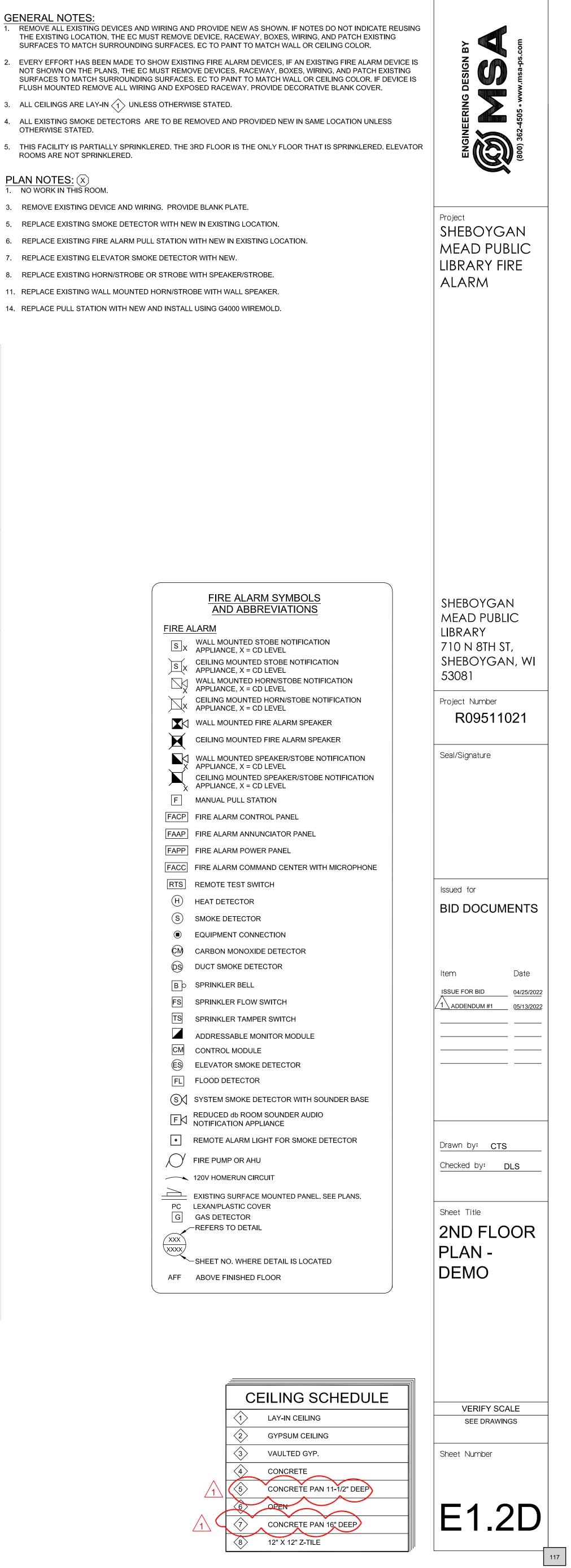
2ND FLOOR PLAN - DEMO SCALE: 1/8" = 1'-0"

GENERAL NOTES:

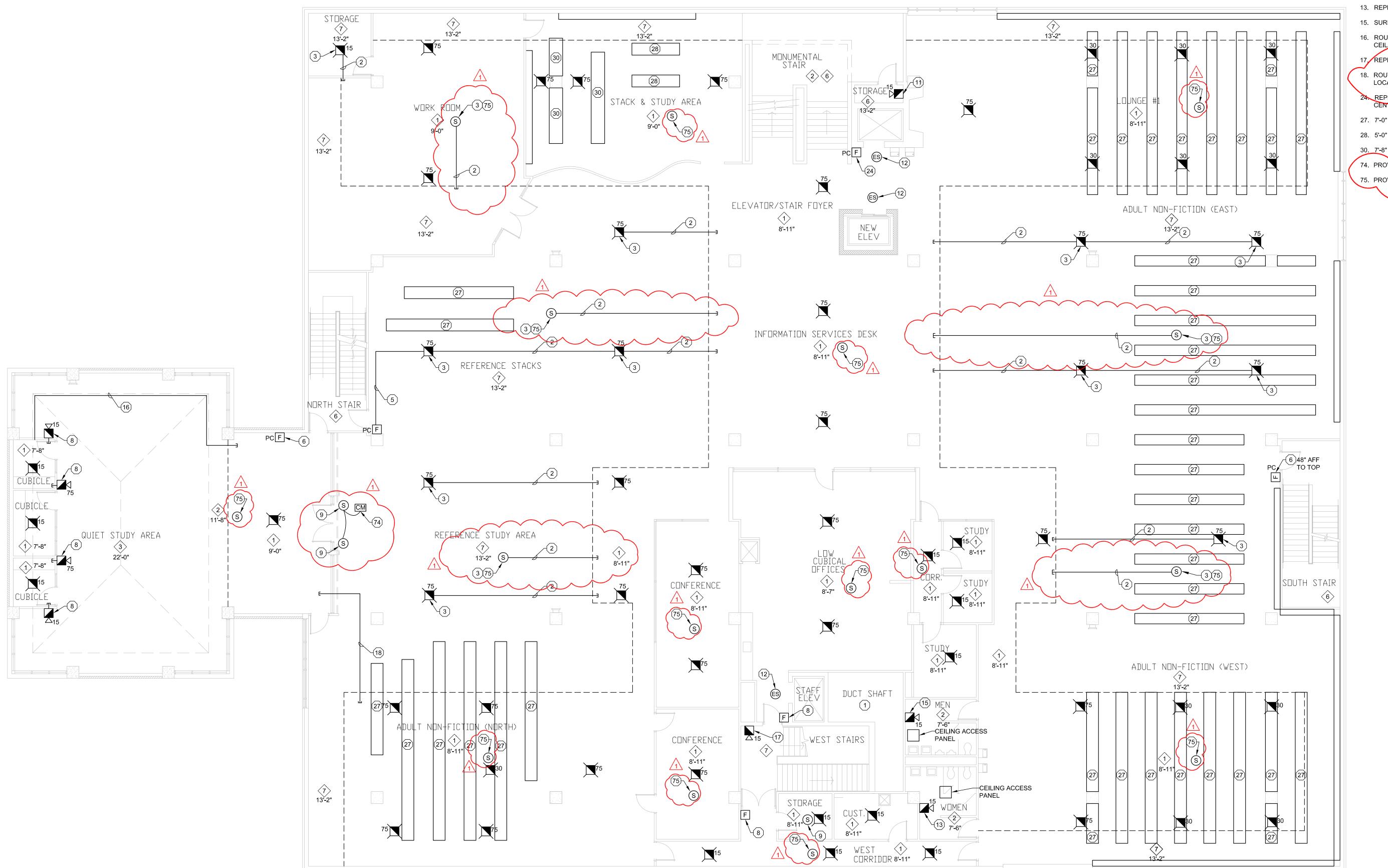
- REMOVE ALL EXISTING DEVICES AND WIRING AND PROVIDE NEW AS SHOWN. IF NOTES DO NOT INDICATE REUSING THE EXISTING LOCATION, THE EC MUST REMOVE DEVICE, RACEWAY, BOXES, WIRING, AND PATCH EXISTING SURFACES TO MATCH SURROUNDING SURFACES. EC TO PAINT TO MATCH WALL OR CEILING COLOR.
- . EVERY EFFORT HAS BEEN MADE TO SHOW EXISTING FIRE ALARM DEVICES, IF AN EXISTING FIRE ALARM DEVICE IS NOT SHOWN ON THE PLANS, THE EC MUST REMOVE DEVICES, RACEWAY, BOXES, WIRING, AND PATCH EXISTING SURFACES TO MATCH SURROUNDING SURFACES. EC TO PAINT TO MATCH WALL OR CEILING COLOR. IF DEVICE IS FLUSH MOUNTED REMOVE ALL WIRING AND EXPOSED RACEWAY. PROVIDE DECORATIVE BLANK COVER.
- 3. ALL CEILINGS ARE LAY-IN $\langle 1 \rangle$ UNLESS OTHERWISE STATED.
- 4. ALL EXISTING SMOKE DETECTORS ARE TO BE REMOVED AND PROVIDED NEW IN SAME LOCATION UNLESS OTHERWISE STATED.
- 5. THIS FACILITY IS PARTIALLY SPRINKLERED. THE 3RD FLOOR IS THE ONLY FLOOR THAT IS SPRINKLERED. ELEVATOR ROOMS ARE NOT SPRINKLERED.

PLAN NOTES: (X) 1. NO WORK IN THIS ROOM.

- 3. REMOVE EXISTING DEVICE AND WIRING. PROVIDE BLANK PLATE.
- 5. REPLACE EXISTING SMOKE DETECTOR WITH NEW IN EXISTING LOCATION.
- 6. REPLACE EXISTING FIRE ALARM PULL STATION WITH NEW IN EXISTING LOCATION.
- 7. REPLACE EXISTING ELEVATOR SMOKE DETECTOR WITH NEW.
- 8. REPLACE EXISTING HORN/STROBE OR STROBE WITH SPEAKER/STROBE.
- 11. REPLACE EXISTING WALL MOUNTED HORN/STROBE WITH WALL SPEAKER.
- LOUNGE #1 $\langle 1 \rangle$ 8'-11" ______ ADULT NON-FICTION (EAST) 13'-2" FIRE ALARM (6)48" AFF 🗹 то тор 376" AFF TO BOTTOM South stair 6 ____ 3)76" AFF ТО ВОТТОМ ADULT NON-FICTION (WEST) L_____<u>13'-2"</u>______ $\langle 1 \rangle$ 8'-11" $\prime XXX$ _____ $\langle 7 \rangle$ 13'-2"



ltem 21.



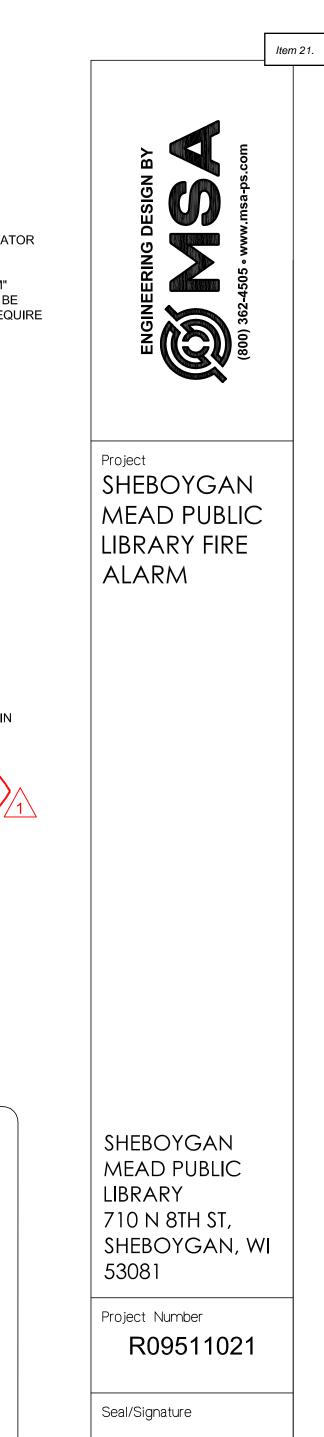


- GENERAL NOTES: 1. ALL CEILINGS ARE LAY-IN 1 UNLESS OTHERWISE STATED. 2. PROVIDE ELEVATOR SMOKE DETECTOR INSTALLATION PER DETAIL $\begin{pmatrix} 3 \\ (3,0) \end{pmatrix}$
- 3. FOR DUCT SMOKE DETECTOR AND REMOTE TEST PROVIDE AS SHOWN PER DETAIL $\begin{pmatrix} 4 \\ E3.0 \end{pmatrix}$.
- 4. SEE DETAIL $\begin{pmatrix} 1 \\ E3.0 \end{pmatrix}$ FOR INSTALLATION DETAILS.
- THIS FACILITY IS PARTIALLY SPRINKLERED. THE 3RD FLOOR IS THE ONLY FLOOR THAT IS SPRINKLERED. ELEVATOR ROOMS ARE NOT SPRINKLERED.
- 6. ALL FIRE ALARM PULL, JUNCTION BOXES, AND THEIR COVERS SHALL BE PAINTED RED AND HAVE "FIRE ALARM" WRITTEN ON THE COVER IN LARGE BLACK NON-WASHABLE INK. THE LETTERING SHALL BE SUCH THAT IT CAN BE READ FROM 10' AWAY. NOTE THAT THIS REQUIREMENT IS IN ADDITION TO THE NEC REQUIREMENTS WHICH REQUIRE THAT THE BOX ITSELF BE MARKED IN RED.

PLAN NOTES: 1. NO WORK IN THIS AREA

- 2. ROUTE WIREMOLD ON BOTTOM OF CONCRETE PAN CEILING AND FEED FROM CEILING AREA AS SHOWN.
- 3. MOUNT DEVICE ON BOTTOM OF CONCRETE PAN CEILING. 5. ROUTE WIREMOLD ON BOTTOM OF CONCRETE PAN CEILING AND FEED FROM CEILING AS SHOWN. ROUTE
- WIREMOLD DOWN TO PULL STATION.
- 6. REPLACE EXISTING FIRE ALARM PULL STATION WITH NEW IN EXISTING LOCATION.
- 8. CUT DEVICE IN EXISTING GYP. WALL. FEED FROM LAY-IN CEILING.
- 9. REPLACE EXISTING SMOKE DETECTOR WITH NEW IN EXISTING LOCATION.
- 11. IN THIS ROOM, INSTALL DEVICES IN EMT.
- 12. REPLACE EXISTING ELEVATOR SMOKE DETECTOR WITH NEW.
- 13. REPLACE EXISTING HORN/STROBE OR STROBE WITH NEW SPEAKER/STROBE.
- 15. SURFACE MOUNT DEVICE ON WALL USING WIREMOLD.
- 16. ROUTE WIREMOLD IN FACE OF CONCRETE SOFFIT TO FEED DEVICES IN LAY-IN CEILING AREA. ROUTE TO LAY-IN CEILING AREA AS SHOWN. 7, REPLACE EXISTING WALL MOUNTED HORN/STROBE WITH WALL SPEAKER.
- 18. ROUTE WIREMOLD ON BOTTOM OF CONCRETE PAN CEILING AND STUB INTO CEILING SPACE TO FEED DEVICE LOCATED IN QUIET STUDY AREA.
- 4. REPLACE PULL STATION WITH NEW AND INSTALL USING G4000 WIREMOLD SO PULL STATION IS AT 42" AFF TO
- 27. 7'-0" TALL BOOK SHELVING.
- 28. 5'-0" TALL BOOK SHELVING.
- 30. 7'-8" TALL BOOK SHELVING.
- 74. PROVIDE CONTROL MODULE TO CONTROL 120V FIRE DOOR
- 75. PROVIDE SPOT TYPE SMOKE DETECTION UNDER ALTERNATE BID E-1.
- - FIRE ALARM SYMBOLS AND ABBREVIATIONS FIRE ALARM SX WALL MOUNTED STOBE NOTIFICATION APPLIANCE, X = CD LEVEL SX CEILING MOUNTED STOBE NOTIFICATION APPLIANCE, X = CD LEVEL WALL MOUNTED HORN/STOBE NOTIFICATION APPLIANCE, X = CD LEVEL $\sum_{X}^{CEILING} MOUNTED HORN/STOBE NOTIFICATION APPLIANCE, X = CD LEVEL$ WALL MOUNTED FIRE ALARM SPEAKER CEILING MOUNTED FIRE ALARM SPEAKER WALL MOUNTED SPEAKER/STOBE NOTIFICATION CEILING MOUNTED SPEAKER/STOBE NOTIFICATION APPLIANCE, X = CD LEVEL F MANUAL PULL STATION FACP FIRE ALARM CONTROL PANEL FAAP FIRE ALARM ANNUNCIATOR PANEL FAPP FIRE ALARM POWER PANEL FACC FIRE ALARM COMMAND CENTER WITH MICROPHONE RTS REMOTE TEST SWITCH H HEAT DETECTOR (S) SMOKE DETECTOR EQUIPMENT CONNECTION CM CARBON MONOXIDE DETECTOR DUCT SMOKE DETECTOR B P SPRINKLER BELL FS SPRINKLER FLOW SWITCH TS SPRINKLER TAMPER SWITCH ADDRESSABLE MONITOR MODULE CM CONTROL MODULE ES ELEVATOR SMOKE DETECTOR FL FLOOD DETECTOR SX SYSTEM SMOKE DETECTOR WITH SOUNDER BASE FO REDUCED db ROOM SOUNDER AUDIO REMOTE ALARM LIGHT FOR SMOKE DETECTOR FIRE PUMP OR AHU 120V HOMERUN CIRCUIT EXISTING SURFACE MOUNTED PANEL. SEE PLANS. PC LEXAN/PLASTIC COVER G GAS DETECTOR REFERS TO DETAIL SHEET NO. WHERE DETAIL IS LOCATED AFF ABOVE FINISHED FLOOR







_____, ____ . . _____ Drawn by: CTS Checked by: DLS

<u>1 ADDENDUM #1 05/13/2022</u>

lssued for

Item

ISSUE FOR BID

BID DOCUMENTS

Date

04/25/202

Sheet Title

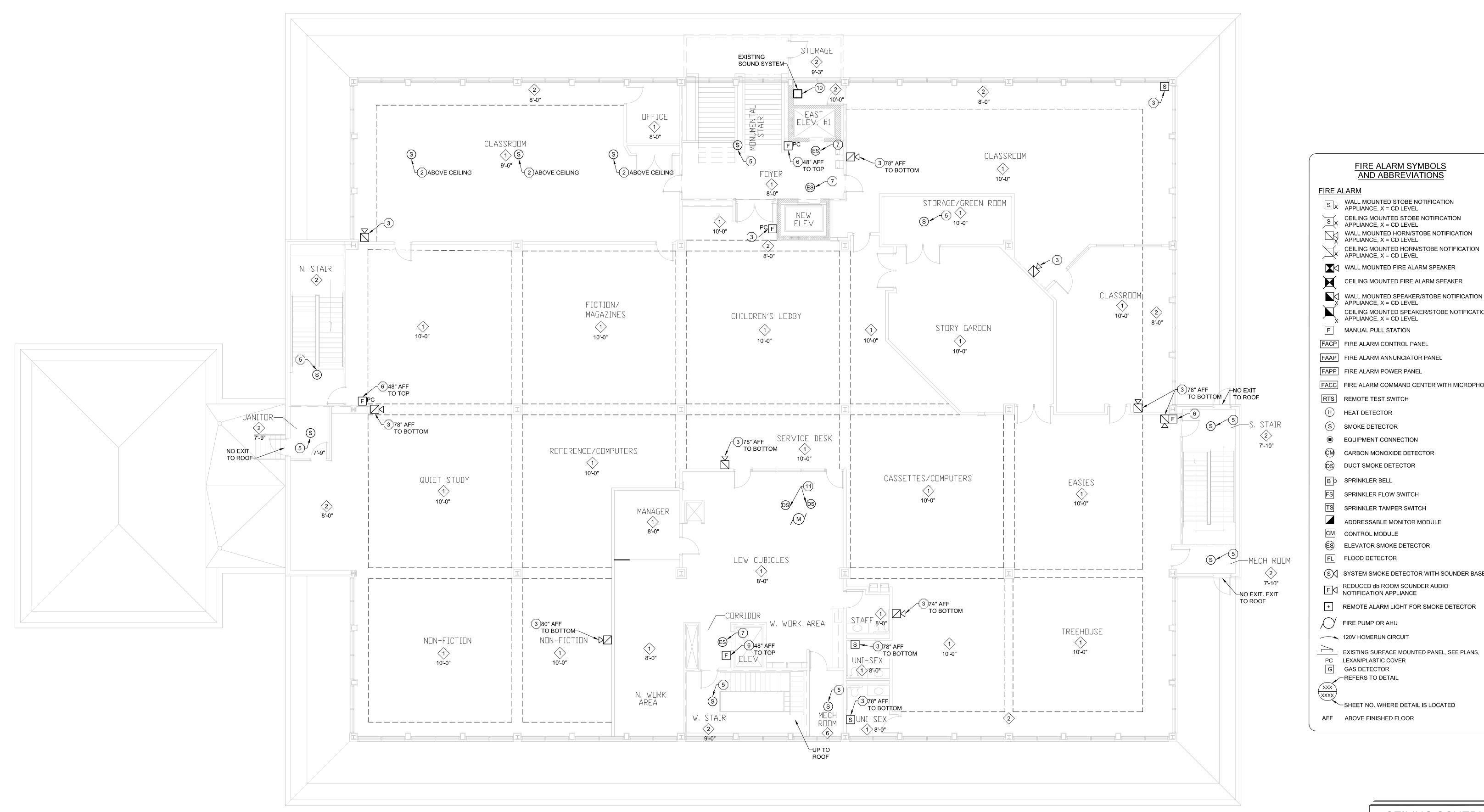
2ND FLOOR PLAN - NEW

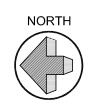
VERIFY SCALE

SEE DRAWINGS

Sheet Number

E1.2E 118





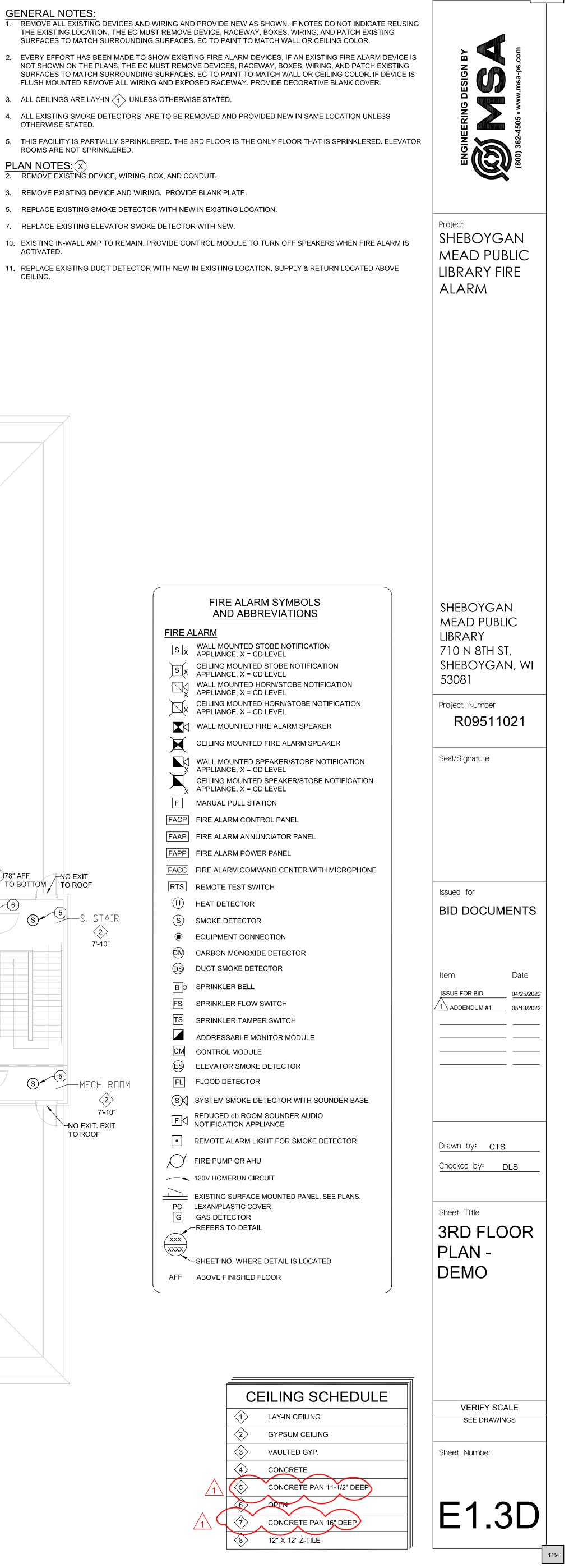
<u> 3RD FLOOR PLAN - DEMO</u> SCALE: 1/8" = 1'-0"

GENERAL NOTES:

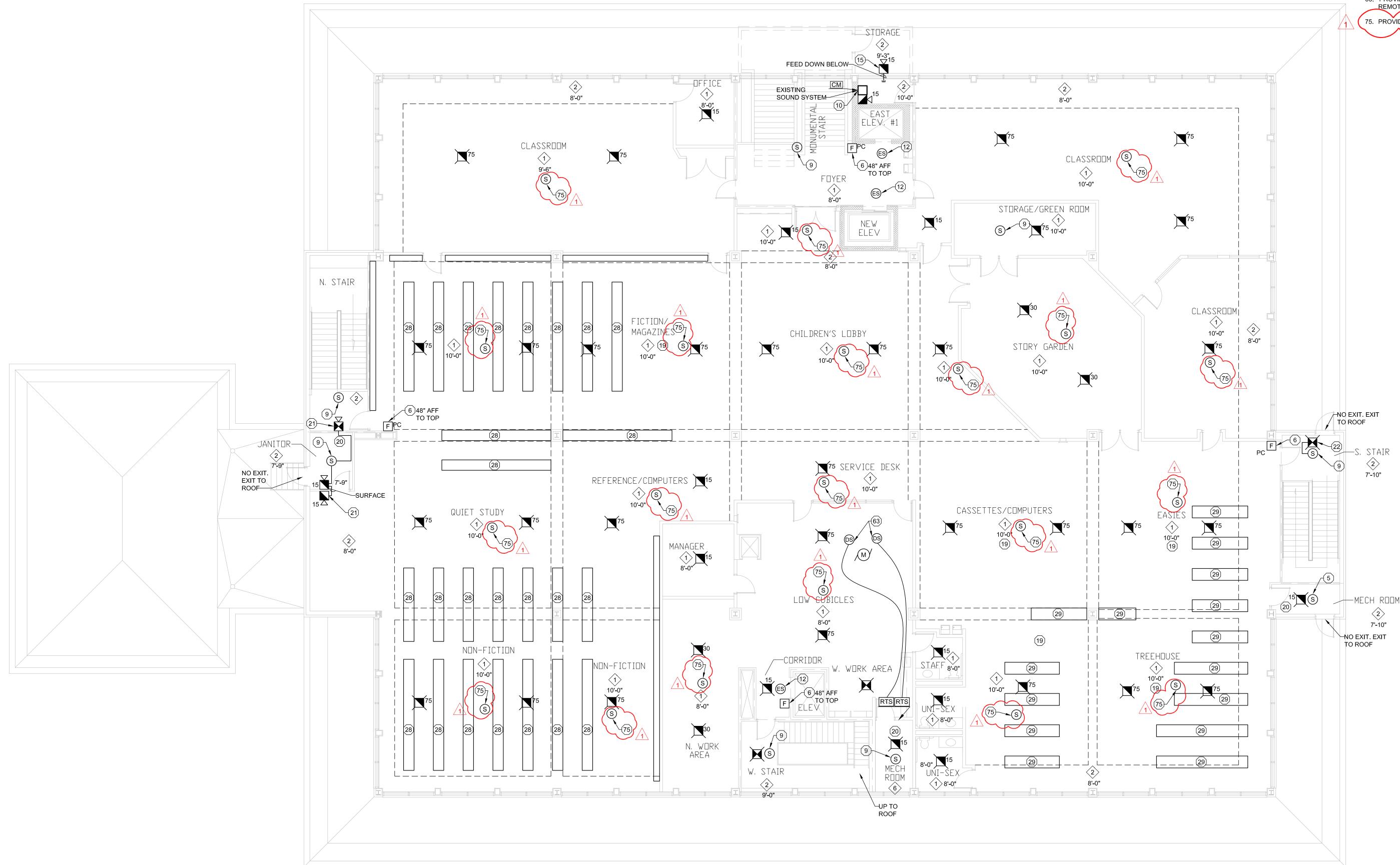
- REMOVE ALL EXISTING DEVICES AND WIRING AND PROVIDE NEW AS SHOWN. IF NOTES DO NOT INDICATE REUSING THE EXISTING LOCATION, THE EC MUST REMOVE DEVICE, RACEWAY, BOXES, WIRING, AND PATCH EXISTING SURFACES TO MATCH SURROUNDING SURFACES. EC TO PAINT TO MATCH WALL OR CEILING COLOR.
- 2. EVERY EFFORT HAS BEEN MADE TO SHOW EXISTING FIRE ALARM DEVICES, IF AN EXISTING FIRE ALARM DEVICE IS NOT SHOWN ON THE PLANS, THE EC MUST REMOVE DEVICES, RACEWAY, BOXES, WIRING, AND PATCH EXISTING SURFACES TO MATCH SURROUNDING SURFACES. EC TO PAINT TO MATCH WALL OR CEILING COLOR. IF DEVICE IS FLUSH MOUNTED REMOVE ALL WIRING AND EXPOSED RACEWAY. PROVIDE DECORATIVE BLANK COVER.
- 3. ALL CEILINGS ARE LAY-IN $\langle 1 \rangle$ UNLESS OTHERWISE STATED.
- OTHERWISE STATED.
- 5. THIS FACILITY IS PARTIALLY SPRINKLERED. THE 3RD FLOOR IS THE ONLY FLOOR THAT IS SPRINKLERED. ELEVATOR ROOMS ARE NOT SPRINKLERED.

PLAN NOTES: 2. REMOVE EXISTING DEVICE, WIRING, BOX, AND CONDUIT.

- 3. REMOVE EXISTING DEVICE AND WIRING. PROVIDE BLANK PLATE.
- 5. REPLACE EXISTING SMOKE DETECTOR WITH NEW IN EXISTING LOCATION.
- 7. REPLACE EXISTING ELEVATOR SMOKE DETECTOR WITH NEW.
- 10. EXISTING IN-WALL AMP TO REMAIN. PROVIDE CONTROL MODULE TO TURN OFF SPEAKERS WHEN FIRE ALARM IS ACTIVATED.
- 11. REPLACE EXISTING DUCT DETECTOR WITH NEW IN EXISTING LOCATION. SUPPLY & RETURN LOCATED ABOVE CEILING.



ltem 21.



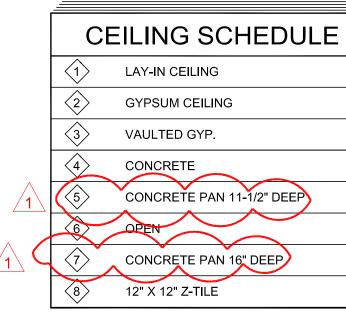
NORTH 3RD FLOOR PLAN - NEW SCALE: 1/16" = 1'-0"

GENERAL NOTES: 1. ALL CEILINGS ARE LAY-IN 1 UNLESS OTHERWISE STATED.

- 2. PROVIDE ELEVATOR SMOKE DETECTOR INSTALLATION PER DETAIL $\begin{pmatrix} 3 \\ E3.0 \end{pmatrix}$
- 3. FOR DUCT SMOKE DETECTOR AND REMOTE TEST PROVIDE AS SHOWN PER DETAIL $\begin{pmatrix} 4 \\ E3.0 \end{pmatrix}$
- 4. SEE DETAIL $\begin{pmatrix} 1 \\ E3.0 \end{pmatrix}$ FOR INSTALLATION DETAILS.
- 5. THIS FACILITY IS PARTIALLY SPRINKLERED. THE 3RD FLOOR IS THE ONLY FLOOR THAT IS SPRINKLERED. ELEVATOR ROOMS ARE NOT SPRINKLERED.
- 6. ALL FIRE ALARM PULL, JUNCTION BOXES, AND THEIR COVERS SHALL BE PAINTED RED AND HAVE "FIRE ALARM" WRITTEN ON THE COVER IN LARGE BLACK NON-WASHABLE INK. THE LETTERING SHALL BE SUCH THAT IT CAN BE READ FROM 10' AWAY. NOTE THAT THIS REQUIREMENT IS IN ADDITION TO THE NEC REQUIREMENTS WHICH REQUIRE THAT THE BOX ITSELF BE MARKED IN RED.
- PLAN NOTES: X
- 6. REPLACE EXISTING FIRE ALARM PULL STATION WITH NEW IN EXISTING LOCATION.
- 9, REPLACE EXISTING SMOKE DETECTOR WITH NEW IN EXISTING LOCATION. 10. EXISTING IN-WALL AMP TO REMAIN. PROVIDE CONTROL MODULE TO TURN OFF SPEAKERS WHEN FIRE ALARM IS ACTIVATED.
- 12. REPLACE EXISTING ELEVATOR SMOKE DETECTOR WITH NEW.
- 19. STACK AREA WITH 5'-1" TALL BOOK SHELVES.
- 20. USE EMT TO INSTALL DEVICES IN THIS ROOM.
- 21. CUT DEVICE IN EXISTING GYP. WALL AND FEED AS SHOWN.
- 22. SURFACE MOUNT DEVICE USING WIREMOLD. FEED FROM EXISTING DEVICE AS SHOWN.
- 28. 5'-0" TALL BOOK SHELVING.
- 29. 3'-8" TALL BOOK SHELVING.

63. PROVIDE NEW DUCT DETECTOR IN EXISTING DUCT DETECTOR LOCATION, SEE DETAIL 4 REMOTE TEST SWITCH, LOCATED ABOVE CEILING. 75. PROVIDE SPOT TYPE SMOKE DETECTION UNDER ALTERNATE BID E-1.

FIRE ALARM SYMBOLS AND ABBREVIATIONS				
FIRE A	LARM			
SX	WALL MOUNTED STOBE NOTIFICATION APPLIANCE, X = CD LEVEL			
Ìs x	CEILING MOUNTED STOBE NOTIFICATION			
	APPLIANCE, X = CD LEVEL WALL MOUNTED HORN/STOBE NOTIFICATION			
	APPLIANCE, X = CD LEVEL CEILING MOUNTED HORN/STOBE NOTIFICATION			
X	APPLIANCE, X = CD LEVEL			
	WALL MOUNTED FIRE ALARM SPEAKER			
M	CEILING MOUNTED FIRE ALARM SPEAKER			
	WALL MOUNTED SPEAKER/STOBE NOTIFICATION APPLIANCE, X = CD LEVEL			
	CEILING MOUNTED SPEAKER/STOBE NOTIFICATION APPLIANCE, X = CD LEVEL			
F	MANUAL PULL STATION			
FACP	FIRE ALARM CONTROL PANEL			
FAAP	FIRE ALARM ANNUNCIATOR PANEL			
FAPP	FIRE ALARM POWER PANEL			
FACC	FIRE ALARM COMMAND CENTER WITH MICROPHONE			
RTS	REMOTE TEST SWITCH			
(H)	HEAT DETECTOR			
S	SMOKE DETECTOR			
	EQUIPMENT CONNECTION			
CM	CARBON MONOXIDE DETECTOR			
ØS	DUCT SMOKE DETECTOR			
ВО	SPRINKLER BELL			
FS	SPRINKLER FLOW SWITCH			
TS	SPRINKLER TAMPER SWITCH			
	ADDRESSABLE MONITOR MODULE			
CM				
(ES) FL	ELEVATOR SMOKE DETECTOR			
	SYSTEM SMOKE DETECTOR WITH SOUNDER BASE			
(SX)	REDUCED db ROOM SOUNDER AUDIO			
[F_K]	NOTIFICATION APPLIANCE			
8	REMOTE ALARM LIGHT FOR SMOKE DETECTOR			
\mathcal{O}	FIRE PUMP OR AHU			
	120V HOMERUN CIRCUIT			
	EXISTING SURFACE MOUNTED PANEL. SEE PLANS.			
PC G	LEXAN/PLASTIC COVER GAS DETECTOR			
	-REFERS TO DETAIL			
(XXX) (XXXX)				
	-SHEET NO. WHERE DETAIL IS LOCATED			
AFF	ABOVE FINISHED FLOOR			



Sheboygan

MEAD PUBLIC

LIBRARY FIRE

Sheboygan

MEAD PUBLIC

53081

Project Number

Seal/Signature

lssued for

Item

ISSUE FOR BID

Drawn by: CTS

Sheet Title

Checked by: DLS

3RD FLOOR

PLAN - NEW

BID DOCUMENTS

L ADDENDUM #1 05/13/2022

Date

04/25/2

LIBRARY 710 N 8TH ST, SHEBOYGAN, WI

R09511021

ALARM

Project

ltem 21.

Sheet Number

VERIFY SCALE

SEE DRAWINGS

E1.3E

EXHIBIT 2

Date	Quote #
8/1/2022	10302

Name / Address

City of Sheboygan Finance Dept 828 Center Ave, Suite 205 Sheboygan, WI 53081

Qty	Description	Rate	Total
	Konz Electric, LLC is pleased to quote the project detailed below City of Sheboygan Mead Public Library Fire Alarm system upgrade *As per plans and specs dated 4-25-2022 *We acknowledge addendum #1 *All Demo of existing fire alarm system and devices is included as shown on drawings *New Fire Alarm system, devices, cabling, conduit/wiremold, programming, and testing are included as shown on drawings *Tie into existing BAS system is included as needed or called out on drawings Labor and Materials Alt #1: Add spot smoke detection throughout Add: \$22,800.00	229,380.00	229,380.00T
		Sales Tax	(0.0%) \$0.00
Sign	ature	Total	\$229,380.00



Customer Fax





R. O. No. <u>58 - 22 - 23</u>. By CITY CLERK. September 6, 2022.

Submitting a Summons and Complaint in the matter of Phyllis Dergantz et al. vs. Tammy Angel et al.

CITY CLERK

Case 2022CV000439	Document 4	Filed 08-22-2022	Page 1 of 1	Item 22.
STATE OF WISCONSIN	CIRCUIT COU	RT	SHEBOYGAN	08-22-2022
Phyllis Dergantz et al vs. Tammy An	gel et al	Electronic Notice		Sheboygan County Clerk of Circuit Court
	se No. 2022CV00 ss Code: Foreclo	0439 sure of Mortgage	AUG 2 4 2022	2022CV000439 Honorable Rebecca L. Persick
CITY OF SHE 828 CENTER SHEBOYGAN	RAVE.	(() Personal () Subs	Branch 4

Case number 2022CV000439 was electronically filed with/converted by the Sheboygan County Circuit Court office. The electronic filing system is designed to allow for fast, reliable exchange of documents in court cases.

Parties who register as electronic parties can file, receive and view documents online through the court electronic filing website. A document filed electronically has the same legal effect as a document filed by traditional means. Electronic parties are responsible for serving non-electronic parties by traditional means.

You may also register as an electronic party by following the instructions found at **http://efiling.wicourts.gov/** and may withdraw as an electronic party at any time. There is a \$20.00 fee to register as an electronic party. This fee may be waived if you file a Petition for Waiver of Fees and Costs Affidavit of Indigency (CV-410A) and the court finds you are indigent under §814.29, Wisconsin Statutes.

If you are not represented by an attorney and would like to register an electronic party, you will need to enter the following code on the eFiling website while opting in as an electronic party.

Pro Se opt-in code: c4f160

Unless you register as an electronic party, you will be served with traditional paper documents by other parties and by the court. You must file and serve traditional paper documents.

Registration is available to attorneys, self-represented individuals, and filing agents who are authorized under Wis. Stat. 799.06(2). A user must register as an individual, not as a law firm, agency, corporation, or other group. Non-attorney individuals representing the interests of a business, such as garnishees, must file by traditional means or through an attorney or filing agent. More information about who may participate in electronic filing is found on the court website.

If you have questions regarding this notice, please contact the Clerk of Circuit Court at 920-459-3068.

Sheboygan County Circuit Court Date: August 22, 2022 Case 2022CV000439

Document 9

ltem 22.

FILED 188-22-2022 Sheboygan County Clerk of Circuit Court 2022CV000439 Honorable Rebecca L. Persick Branch 4

STATE OF WISCONSIN

CIRCUIT COURT

SHEBOYGAN COUNTY

PHYLLIS DERGANTZ 2822 Michigan Avenue Sheboygan, WI 53081,

and

ELVIRA HEINEMANN 3321 N. 11th Street Sheboygan, WI 53083,

and

EDWARD J. RITGER d/b/a RITGER LAW OFFICE 675 Wolf Road P.O. Box 371 Random Lake, WI 53075,

and

ESTATE OF ROBERT J. HEINEMANN c/o PHYLLIS DERGANTZ 2822 Michigan Avenue Sheboygan, WI 53081,

Plaintiffs,

VS.

TAMMY ANGEL 1523 Washington Avenue Sheboygan WI 53081,

and

SUZAN KNABE 270 Chamomile Drive Henderson, NV 89015;

and

Foreclosure of Mortgage Code: 30404

ltem 22.

FILED 108-22-2022 Sheboygan County Clerk of Circuit Court 2022CV000439 Honorable Rebecca L. Persick Branch 4

SHEBOYGAN COUNTY TREASURER 508 N. 6th Street, Room 109, First Floor Sheboygan, WI 53081,

and

CITY OF SHEBOYGAN 828 Center Avenue Sheboygan, WI 53081,

and

WURTZ ROTH & BASLER SC 641 Riverfront Drive, Suite 201 Sheboygan, WI 53081,

and

AURORA HEALTHCARE CENTRAL INC. and AURORA MEDICAL GROUP P.O. Box 343910 3301 W. Forest Home Avenue Milwaukee, WI 53234,

and

THOMAS BADTKE 1523 Washington Avenue Sheboygan, WI 53081,

and

DANIELLE BROOKS 1523 Washington Avenue Sheboygan, WI 53081,

Defendants.

SUMMONS

THE STATE OF WISCONSIN TO THE PERSON NAMED ABOVE AS A DEFENDANT:

You are hereby notified that the Plaintiff named above has filed a lawsuit or other legal action against you. The Complaint, which is attached, states the nature and basis of the legal action.

Within 20 days of receiving this Summons, you must respond with a written answer, as that term is used in Chapter 802 of the Wisconsin Statutes, to the Complaint. The Court may reject or disregard an answer that does not follow the requirements of the statutes. The answer must be sent or delivered to the Court, whose address is Sheboygan Courthouse, 615 N 6th Street, Sheboygan, Wisconsin, 53081, and to Attorney Katherine A. Breuer, plaintiff's attorney, whose address is RITGER LAW OFFICE, 675 Wolf Road, P. O. Box 371, Random Lake, Wisconsin 53075. You may have an attorney help or represent you.

If you do not provide a proper answer within 20 days, the Court may grant judgment against you for the award of money or other legal action requested in the Complaint, and you may lose your right to object to anything that is or may be incorrect in the Complaint. A judgment may be enforced as provided by law. A judgment awarding money may become a lien against any real estate you own now or in the future, and may also be enforced by garnishment or seizure of property.

Dated at Random Lake, Wisconsin, this 22nd day of August, 2022.

RITGER LAW OFFICE 675 Wolf Road, PO Box 371 Random Lake, WI 53075 920.994.4313/920.994.9704(fax) katie@ritgerlaw.com

RITGER LAW OFFICE

Katherine A. Breuer Attorney for Plaintiff State Bar No. 1086825

Case 2022CV000439

Document 9

Filed 08-22-2022

Page 4 of 26

ltem 22.

FILED 08-22-2022 Sheboygan County Clerk of Circuit Court 2022CV000439 Honorable Rebecca L. Persick Branch 4

STATE OF WISCONSIN

CIRCUIT COURT

SHEBOYGAN COUNTY

PHYLLIS DERGANTZ 2822 Michigan Avenue Sheboygan, WI 53081,

and

۰.

ELVIRA HEINEMANN 3321 N. 11th Street Sheboygan, WI 53083,

and

EDWARD J. RITGER d/b/a RITGER LAW OFFICE 675 Wolf Road P.O. Box 371 Random Lake, WI 53075,

and

ESTATE OF ROBERT J. HEINEMANN c/o PHYLLIS DERGANTZ 2822 Michigan Avenue Sheboygan, WI 53081,

Plaintiffs,

vs.

TAMMY ANGEL 1523 Washington Avenue Sheboygan WI 53081,

and

SUZAN KNABE 270 Chamomile Drive Henderson, NV 89015,

and

Foreclosure of Mortgage Code: 30404

Item 22.

FILED 08-22-2022 Sheboygan County Clerk of Circuit Court 2022CV000439 Honorable Rebecca L. Persick Branch 4

SHEBOYGAN COUNTY TREASURER 508 N. 6th Street, Room 109, First Floor Sheboygan, WI 53081,

and

CITY OF SHEBOYGAN 828 Center Avenue Sheboygan, WI 53081,

and

WURTZ ROTH & BASLER SC 641 Riverfront Drive, Suite 201 Sheboygan, WI 53081,

and

AURORA HEALTHCARE CENTRAL INC. and AURORA MEDICAL GROUP P.O. Box 343910 3301 W. Forest Home Avenue Milwaukee, WI 53234,

and

THOMAS BADTKE 1523 Washington Avenue Sheboygan, WI 53081,

and

DANIELLE BROOKS 1523 Washington Avenue Sheboygan, WI 53081,

Defendants.

COMPLAINT

The Plaintiffs, Phyllis Dergantz, Elvira Heinemann, Edward J. Ritger d/b/a Ritger Law

Office and the Estate of Robert J. Heinemann, by their attorneys, RITGER LAW OFFICE, by

Katherine A. Breuer, and as and for a Complaint against the Defendants, allege and show to the Court as follows:

That the Plaintiff, PHYLLIS DERGANTZ, is an individual residing at 2822
 Michigan Avenue, Sheboygan, Wisconsin 53081.

 That the Plaintiff, ELVIRA HEINEMANN, is an individual residing at 3321 N. 11th Street, Sheboygan, Wisconsin 53083.

3. That the Plaintiff, EDWARD J. RITGER, d/b/a RITGER LAW OFFICE, is an individual primarily engaged in the practice of law with his principal place of business located at 675 Wolf Road, P.O. Box 371, Random Lake, Wisconsin 53075.

4. That the Plaintiff, ESTATE OF ROBERT J. HEINEMANN, was an informal estate administration in Sheboygan County, having a case number of 2014PR87 with PHYLLIS DERGANTZ, previously appointed as personal representative residing at 2822 Michigan Avenue, Sheboygan, Wisconsin 53081.

5. That the Defendant, TAMMY ANGEL, is upon information and belief, an individual residing at 1523 Washington Avenue, Sheboygan, Wisconsin 53081 and whose occupation is unknown.

6. That the Defendant, SUZAN KNABE, is upon information and belief, an individual residing at 270 Chamomile Drive, Henderson, Nevada 89015 and whose occupation is unknown.

7. That the Defendant, SHEBOYGAN COUNTY TREASURER, is the department responsible for the collection of real estate taxes for Sheboygan County, a municipality, located at 508 N. 6th Street, Room 109, First Floor, Sheboygan, WI 53081.

8. That the Defendant, CITY OF SHEBOYGAN, is a Wisconsin municipality with offices located at 828 Center Avenue, Sheboygan, WI 53081.

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9. That the Defendant. WURTZ ROTH & BASLER SC, is a law firm with a principal office located at 641 Riverfront Drive, Suite 201, Sheboygan, WI 53081.

 That the Defendants, AURORA HEALTHCARE CENTRAL INC. and AURORA MEDICAL GROUP, are medical service providers with a principal office located at 3301 W.
 Forest Home Avenue, P.O. Box 343910, Milwaukee, WI 53234.

11. That the Defendant, THOMAS BADTKE, is upon information and belief, an individual residing at 1523 Washington Avenue, Sheboygan, Wisconsin 53081 as a tenant of said property.

12. That the Defendant, DANIELLE BROOKS, is upon information and belief, an individual residing at 1523 Washington Avenue, Sheboygan, Wisconsin 53081 as a tenant of said property.

13. That the Plaintiffs, Phyllis Dergantz, Elvira Heinemann, Edward J. Ritger d/b/a Ritger Law Office, are the current owners and holders of a certain Mortgage Note and recorded Mortgage on real estate located in this county, true copies of which are attached hereto as Exhibits A and B and which are incorporated by reference.

14. That on or about the 30th of August, 2012, the Defendant TAMMY ANGEL executed said Mortgage Note marked as Exhibit A.

15. That in order to secure payment of the aforesaid Mortgage Note marked as Exhibit A, the Defendant TAMMY ANGEL did on or about the 30th day of August, 2012, execute a Real Estate Mortgage recorded with the Sheboygan County Register of Deeds on May 7, 2015, as Document No. 2002554 marked as Exhibit B.

16. Said Mortgage Note and Mortgage were further assigned to the Plaintiffs, Phyllis Dergantz, Elvira Heinemann, Edward J. Ritger d/b/a Ritger Law Office, on October 10, 2016 by

Item 22.

the execution of an Assignment of Mortgage, recorded with the Sheboygan County Register of Deeds, as Document No. 2028816, a true copy of which is attached hereto as Exhibit C and incorporated by reference.

17. That the Defendant TAMMY ANGEL is in default under the terms of the Mortgage Note marked as Exhibit A, by having failed to make timely payments under said Mortgage Note and Plaintiffs, Phyllis Dergantz, Elvira Heinemann, Edward J. Ritger d/b/a Ritger Law Office, have accelerated all amounts due and directed collection proceedings to be instituted on said Mortgage Note.

18. That the Defendant TAMMY ANGEL is in default under the terms of the Mortgage marked as Exhibit B by having failed to make timely payment of the 2019, 2020 and 2021 real estate taxes when due.

19. That the Plaintiffs, Phyllis Dergantz, Elvira Heinemann, Edward J. Ritger d/b/a Ritger Law Office, provided written notice of the default identified in Paragraph 17 to Defendant TAMMY ANGEL as required in the terms of the Mortgage marked as Exhibit B. A true and current copy of said notice with USPS return receipt is attached and incorporated as Exhibit D.

20. That there is presently due and owing on said Mortgage Note the sum of \$67,468.42 as of August 10, 2022 plus interest which accrues at \$18.48 per day.

21. That the premises described in the Mortgage marked as Exhibit B consists of an owner occupied single family residence which cannot be sold in parcels without injury to the interests of the parties, located in Sheboygan County, State of Wisconsin and described below:

Commencing six hundred sixty (660.0) feet south and two hundred fifteen (215.0) feet west of the Northeast corner of the Southwest Quarter (SW 1/4) of the Southeast Quarter (SE 1/4) of Section Thirty-four (34), Town Fifteen (15) North, Range Twenty-three (23) East, thence South one hundred sixty (160.0) feet, thence West seventy (70.0) feet, thence North one hundred sixty (160.0) feet, thence East seventy (70.0) feet to beginning.

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22. That the Defendant, TAMMY ANGEL, expressly agreed to the redemption period provisions contained in Wisconsin Statutes Section 846.101 and the Plaintiffs, Phyllis Dergantz, Elvira Heinemann, Edward J. Ritger d/b/a Ritger Law Office, elect to proceed under WI Stats. Section 846.101(2)(b) with a six month period of redemption, thereby waiving judgment for any deficiency against any party who is personally liable for the debt, and to consent that the Defendant TAMMY ANGEL, unless she abandons the property, may remain in possession to the date of confirmation of the sale by the court.

23. That the Defendant, SUZAN KNABE, is a necessary party to this action by virtue of her one-third ownership in the herein described real estate.

24. That the Defendant, SHEBOYGAN COUNTY TREASURER, has a lien on the herein described real estate by virtue of the non payment of 2019 real estate taxes in the amount of \$3,357.16 as of August 1, 2022 which total includes penalties and interest.

25. That the Defendant, SHEBOYGAN COUNTY TREASURER, has a lien on the herein described real estate by virtue of the non payment of 2020 real estate taxes in the amount of \$3,482.43 as of August 1, 2022 which total includes penalties and interest.

26. That the Defendant, SHEBOYGAN COUNTY TREASURER, has a lien on the herein described real estate by virtue of the non payment of 2021 real estate taxes in the amount of \$2,753.88 as of August 1, 2022 which total includes penalties and interest.

27. That the Defendant, CITY OF SHEBOYGAN, has a lien on the herein described real estate by virtue of a judgment in Sheboygan County Case No. 2012 TJ 21 entered May 16, 2012 and docketed July 23, 2012 in the amount of \$114.00.

28. That the Defendant, WURTZ ROTH & BASLER SC, has a lien on the herein described real estate by virtue of a judgment in Sheboygan County Case No. 2016 SC 1389

entered July 25, 2016 and docketed July 27, 2016 in the amount of \$9,549.50, which lien is subordinate to the Plaintiffs' mortgage lien.

29. That the Defendants, AURORA HEALTHCARE CENTRAL INC. and AURORA MEDICAL GROUP, have a lien on the herein described real estate by virtue of a judgment in Sheboygan County Case No. 2016 SC 2485 entered on December 16, 2016 and docketed December 28, 2016 in the amount of \$2,347.11, which lien is subordinate to the Plaintiffs' mortgage lien.

30. That the Plaintiff, ESTATE OF ROBERT J. HEINEMANN, has a lien on the herein described real estate by virtue of a judgment in Sheboygan County Case No. 2015 SC 1941 entered September 14, 2015 and docketed September 22, 2015 in the amount of \$9,946.09, which lien is subordinate to the mortgage lien of the Plaintiffs Phyllis Dergantz, Elvira Heinemann, and Edward J. Ritger d/b/a Ritger Law Office.

31. That no proceedings have been had at law or otherwise for the recovery of the sums secured by the Mortgage in Exhibit B referred to herein, except the judgment obtained as described in Paragraph 30 above, and all conditions precedent to the commencement of this action are satisfied.

32. Pursuant to the Fair Debt Collection Practices Act (15 U.S.C. Sec. 692), notice is hereby given that the undersigned is attempting to collect a debt on behalf of the Plaintiffs, Phyllis Dergantz, Elvira Heinemann, Edward J. Ritger d/b/a Ritger Law Office, and any information obtained will be used for that purpose.

33. Paragraph 10 of the real estate mortgage marked as Exhibit B provides for an assignment of rents, issues, or profits for the premises in which the Plaintiffs, Phyllis Dergantz, Elvira Heinemann, Edward J. Ritger d/b/a Ritger Law Office, have the right to collect said rents,

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issues and profits.

34. Paragraph 6 of the real estate mortgage marked as Exhibit B provides for the appointment of a receiver upon default or during pendency of the foreclosure action for the purpose of collecting rents, issues, and profits of the property during said action, with such rents, issues, and profits held and applied as the court shall direct.

WHEREFORE, Plaintiff demands judgment as follows:

A. Judgment of foreclosure and sale of the secured premises identified in paragraph 21 in accordance with the provisions of Wisconsin Statutes Section 846.101(2)(b), with Plaintiffs expressly waiving their right to obtain a deficiency judgment against the Defendant TAMMY ANGEL in this action.

B. That the amounts due the Plaintiffs from the Defendants for principal, interest, real estate taxes, insurance, costs of suit, all advanced costs by the Plaintiffs, and attorneys fees be determined.

C. That the Defendants be barred and foreclosed of all right, claim, lien or equity of redemption in and to said premises, except the right to redeem the same before sale as is required by law.

D. That said premises or such part thereof as may be sufficient to pay the amounts due upon the Mortgage Note marked as Exhibit A, with interest due to the time of such payment, together with the costs and disbursements of this action and reasonable attorneys' fees and such additional amounts as Plaintiffs may advance for payment of taxes and insurance upon said premises, and other necessary expenses, with interest on the same as allowed from the date of judgment out of the proceeds of such sale as far as the monies arising out of such sale and proceeds applicable will pay the same, be determined.

E. For the appointment of a receiver for the purpose of collecting rents, issues, and profits from the property and to apply such to the payment of real estate taxes, insurance, repairs, and maintenance of the property.

F. For such other and further order, judgment or relief as is provided by law in such cases and as may be just and equitable.

Dated this 22nd day of August, 2022.

RITGER LAW OFFICE

B

Katherine A. Breuer State Bar No. 1086825 Attorney for Plaintiff

<u>P. O. ADDRESS:</u> 675 Wolf Road, P. O. Box 371 Random Lake, WI 53075-0371 920.994.4313/920.994.9704(fax) katie@ritgerlaw.com



MORTGAGE NOTE

The undersigned TAMMY ANGEL, maker, promises to pay to the order of ROBERT J. HEINEMANN, SR. at his residence, the principal sum of Forty-four Thousand Dollars (\$44,000.00), together with interest on the unpaid principal balance from August 30, 2012 until maturity at the rate of Three percent (3 %) per year, interest and principal to be payable in equal monthly installments of principal and interest in the amount of One Hundred Eighty-six Dollars (\$186.00) per month commencing on October 1, 2012 and continuing on the same day of each successive month thereafter until all principal and interest is paid in full or within 6 months of demand whichever occurs first.

All unpaid principal and accrued interest shall bear interest after maturity of this Note, whether occurring through lapse of time or acceleration, at the rate of twelve percent (12%) per year until paid.

If an installment owed under this Note is not paid on or before the thirtieth (30^{th}) day after its due date, holder may collect a delinquency charge equal to ten percent (10%) per year, computed on the unpaid amount of the installment from the due date until paid. If the maker fails to make a payment under this Note when due, or in the event of any failure to comply with any of the terms, covenants or conditions of the mortgage collateral hereto, and the default continues for forty-five (45) days, the holder may declare the entire balance of principal and accrued interest to be payable immediately, without notice or demand.

The maker agrees to pay all costs of collection, including, to the extent not prohibited by law, reasonable attorney's fees.

This note is secured by a mortgage on real estate bearing even date herewith.

The maker reserves the unrestricted right to prepay this Note at anytime without penalty.

Dated this 30th day of August, 2012.

anny Argel (SEAL)

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2002554

SHEBOYGAN COUNTY, WI RECORDED ON 05/07/2015 2:50 PM

ELLEN R. SCHLEICHER REGISTER OF DEEDS RECORDING FEE: 30.00

> EXEMPTION # Cashier ID: 9

> > PAGES: 4

State Bar of Wisconsin Form 21-2003 MORTGAGE

Document Number

Document Name

TAMMY ANGEL, a single person

("Mortgagor," whether one or more) mortgages to ROBERT J. HEINEMANN, SR a married person,

its successors or assigns ("Mortgagee," whether one or more), to secure payment of \$ 44,000.00 evidenced by a note or notes, or other

to Mortgagee, and any extensions, renewals and modifications of the Obligation

and refinancings of any such indebtedness on any terms whatsoever (including

increases in interest) and the payment of all other sums, with interest, advanced to protect the Property and the security of this Mortgage, and all other amounts paid by Mortgagee hereunder, the following property, together with all rights

and interests appurtenant thereto in law or equity, all rents, issue and profits

arising therefrom, including insurance proceeds and condemnation awards, all

structures, improvements and fixtures located thereon, in Sheboygan

obligation ("Obligation") dated August 30, 2012

executed by TAMMY ANGEL,

Name and Return Address Ritger Law Office P.O. Box 371 Random Lake, WI 53075

59281 431920

Recording Area

Parcel Identification Number (PIN)

This is not homestead property. (is) (is not) This is a purchase money mortg

is is a purchase money mortgage.

Her undivided two-thirds interest inBeing a part of the SW 1/4 SE 1/4 S34 T15N R22E Commencing six hundred sixty (660.0) feet south and two hundred fifteen (215.0) feet west of the Northeast corner of the Southwest Quarter (SW 1/4) of the Southeast Quarter (SE 1/4) of Section Thirty-four (34), Town Fifteen (15) North, Range Twenty-three (23) East, thence South one hundred sixty (160.0) feet, thence West seventy (70.0) feet, thence North one hundred sixty (160.0) feet, thence East seventy (70.0) feet to beginning. City of Sheboygan, Sheboygan County, Wisconsin

1. MORTGAGOR'S COVENANTS.

County, State of Wisconsin ("Property"):

a. COVENANT OF TITLE. Mortgagor warrants title to the Property, except restrictions and easements of record, if any, and further excepting:

none

b. FIXTURES. Any property which has been affixed to the Property and is used in connection with it is intended to become a fixture. Mortgagor waives any right to remove such fixture from the Property which is subject to this Mortgage.

c. TAXES. Mortgagor promises to pay when due all taxes and assessments levied on the Property or upon Mortgagee's interest in it and to deliver to Mortgagee on demand receipts showing such payment.

d. INSURANCE. Mortgagor shall keep the improvements on the Property insured against a loss or damage occasioned by fire, extended coverage perils and such other hazards as Mortgagee may require, without co-insurance, through insurers approved by Mortgagee, in the amount of the full replacement value of the improvements on the Property. Mortgagor shall pay the insurance premiums when due. The policies shall contain the standard mortgage clause in favor of Mortgagee, and evidence of all policies covering the Property shall be provided to Mortgagee. Mortgagor shall promptly give notice of loss to insurance companies and Mortgagee. Unless Mortgagor and Mortgagee

State Bar Form 21-Page 1

otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided the Mortgagee deems the restoration or repair to be economically feasible.

e. OTHER COVENANTS. Mortgagor covenants not to commit waste nor suffer waste to be committed on the Property, to keep the Property in good condition and repair, to keep the Property free from future liens superior to the lien of this Mortgage and to comply with all laws, ordinances and regulations affecting the Property. Mortgagor shall pay when due all indebtedness which may be or become secured at any time by a mortgage or other lien on the Property superior to this Mortgage and any failure to do so shall constitute a default under this Mortgage.

2. DEFAULT AND REMEDIES. Mortgagor agrees that time is of the essence with respect to payment of principal and interest when due, and in the performance of the terms, conditions and covenants contained herein or in the Obligation secured hereby. In the event of default, Mortgagee may, at its option, declare the whole amount of the unpaid principal and accrued interest due and payable, and collect it in a suit at law or by foreclosure of this Mortgage or by the exercise of any other remedy available at law or equity. If this Mortgage is subordinate to a superior mortgage lien, a default under the superior mortgage lien constitutes a default under this Mortgage.

3. NOTICE. Unless otherwise provided in the Obligation secured by this Mortgage, prior to any acceleration (other than under paragraph 9, below) Mortgagee shall mail notice to Mortgagor specifying: (a) the default; (b) the action required to cure the default; (c) a date, not less than 15 days from the date the notice is mailed to Mortgagor by which date the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration.

4. EXPENSES AND ATTORNEY FEES. In case of default, whether abated or not, all costs and expenses, including, but not limited to, reasonable attorney fees, to the extent not prohibited by law shall be added to the principal, become due as incurred, and in the event of foreclosure be included in the judgment.

5. FORECLOSURE WITHOUT DEFICIENCY. Mortgagor agrees to the provisions of Sections 846.101 and 846.103, Wis. Stats., as may apply to the Property and as may be amended, permitting Mortgagee in the event of foreclosure to waive the right to judgment for deficiency and hold the foreclosure sale within the time provided in such applicable Section.

6. **RECEIVER.** Upon default or during the pendency of any action to foreclose this Mortgage, Mortgagor consents to the appointment of a receiver of the Property, including homestead interest, to collect the rents, issues and profits of the Property during the pendency of such an action, and such rents, issues and profits when so collected shall be held and applied as the court shall direct.

7. WAIVER. Mortgagee may waive any default without waiving any other subsequent or prior default by Mortgagor.

8. MORTGAGEE MAY CURE DEFAULTS. In the event of any default by Mortagor of any kind under this Mortgage or any Obligation secured by this Mortgage, Mortgagee may cure the default and all sums paid by Mortgagee for such purpose shall immediately be repaid by Mortgagor with interest at the rate then in effect under the Obligation secured by this Mortgagee and shall constitute a lien upon the Property.

9. CONSENT REQUIRED FOR TRANSFER. Mortgagor shall not transfer, sell or convey any legal or equitable interest in the Property (by deed, land contract, option, long-term lease or in any other way) without the prior written consent of Mortgagee, unless either the indebtedness secured by this Mortgage is first paid in full or the interest conveyed is a mortgage or other security interest in the Property, subordinate to the lien of this Mortgage. The entire indebtedness under the Obligation secured by this Mortgage shall become due and payable in full at the option of Mortgagee without notice, which notice is hereby waived, upon any transfer, sale or conveyance made in violation of this paragraph. A violation of the provisions of this paragraph will be considered a default under the terms of this Mortgage and the Obligation it secures.

Item 22.

10. ASSIGNMENT OF RENTS. Mortgagor hereby transfers and assigns absolutely to Mortgagee, as additional security, all rents, issues and profits which become or remain due (under any form of agreement for use or occupancy of the Property or any portion thereof), or which were previously collected and remain subject to Mortgagor's control following any default under this Mortgage or the Obligation secured hereby and delivery of notice of exercise of this assignment by Mortgagee to the tenant or other user(s) of the Property in accordance with the provisions of Section 708.11, Wis. Stats., as may be amended. This assignment shall be enforceable with or without appointment of a receiver and regardless of Mortgagee's lack of possession of the Property.

11. ENVIRONMENTAL PROVISION. Mortgagor represents, warrants and covenants to Mortgagee that (a) during the period of Mortgagor's ownership or use of the Property no substance has been, is or will be present, used, stored, deposited, treated, recycled or disposed of on, under, in or about the Property in a form, quantity or manner which if known to be present on, under, in or about the Property would require clean-up, removal or other remedial action ("Hazardous Substance") under any federal, state or local laws, regulations, ordinances, codes or rules ("Environmental Laws"); (b) Mortgagor has no knowledge, after due inquiry, of any prior use or existence of any Hazardous Substance on the Property by any prior owner of or person using the Property; (c) without limiting the generality of the foregoing, Mortgagor has no knowledge, after due inquiry, that the Property contains asbestos, polychlorinated biphenyl components ("PCBs") or underground storage tanks; (d) there are no conditions existing currently or likely to exist during the term of this Mortgage which would subject Mortgagor to any damages, penalties, injunctive relief or clean-up costs in any governmental or regulatory action or third-party claims relating to any Hazardous Substance; (e) Mortgagor is not subject to any court or administrative proceeding, judgment, decree, order or citation relating to any Hazardous Substance; and (f) Mortgagor in the past has been, at the present is and in the future will remain in compliance with all Environmental Laws. Mortgagor shall indemnify and hold harmless Mortgagee from all loss, cost (including reasonable attorney fees and legal expenses), liability and damage whatsoever directly or indirectly resulting from, arising out of or based upon (i) the presence, use, storage, deposit, treatment, recycling or disposal, at any time, of any Hazardous Substance on, under, in or about the Property, or the transportation of any Hazardous Substance to or from the Property, (ii) the violation or alleged violation of any Environmental Law, permit, judgment or license relating to the presence, use, storage, deposit, treatment, recycling or disposal of any Hazardous Substance on, under, in or about the Property, or the transportation of any Hazardous Substance to or from the Property, or (iii) the imposition of any governmental lien for the recovery of environmental clean-up costs expended under any Environmental Law. Mortgagor shall immediately notify Mortgagee in writing of any governmental or regulatory action or third-party claim instituted or threatened in connection with any Hazardous Substance on, in, under or about the Property.

12. SECURITY INTEREST ON FIXTURES. To further secure the payment and performance of the Obligation, Mortgagor hereby grants to Mortgagee a security interest in:

CHOOSE ONE OF THE FOLLOWING OPTIONS; IF NEITHER IS CHOSEN, OPTION A SHALL APPLY:

- A. All fixtures and personal property located on or related to the operations of the Property whether now owned or hereafter acquired.
- B. All property listed on the attached schedule.

This Mortgage shall constitute a security agreement within the meaning of the Uniform Commercial Code with respect to those parts of the Property indicated above. This Mortgage constitutes a fixture filing and financing statement as those terms are used in the Uniform Commercial Code. This Mortgage is to be filed and recorded in the real estate records of the county in which the Property is located, and the following information is included: (1) Mortgagor shall be deemed the "debtor"; (2) Mortgagee shall be deemed to be the "secured party" and shall have all of the rights of a secured party under the Uniform Commercial Code; (3) this Mortgage covers goods which are or are to become fixtures; (4) the name of the record owner of the land is the debtor; (5) the legal name and address of the debtor are NA

(6) the state of organization and the organizational identification number of the debtor (if applicable) are NA

; and

(7) the address of the secured party is NA

13. SINGULAR: PLURAL. As used herein, the singular shall include the plural and any gender shall include all genders.

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Item 22.

14. JOINT AND SEVERAL/LIMITATION ON PERSONAL LIABILITY. The covenants of this Mortgage set forth herein shall be deemed joint and several among Mortgagors, if more than one. Unless a Mortgagor is obligated on the Obligation secured by this Mortgage, Mortgagor shall not be liable for any breach of covenants contained in this Mortgage.

15. INVALIDITY. In the event any provision or portion of this instrument is held to be invalid or unenforceable, this shall not impair or preclude the enforcement of the remainder of the instrument.

16. MARITAL PROPERTY STATEMENT. Any individual Mortgagor who is married represents that the obligation evidenced by this instrument was incurred in the interest of Mortgagor's marriage or family.

Dated August 30 th , 2012	
*	SEAL) SEAL) (SEAL)
*(SEAL)(SEAL)
AUTHENTICATION	ACKNOWLEDGMENT
Signature(s)	STATE OF WISCONSIN)
authenticated on) ss.
*	Personally came before me on August 30, 2012
TITLE: MEMBER STATE BAR OF WISCONSIN (If not, authorized by Wis. Stat. § 706.06)	to me known to be the person(s) who executed the foregoing instrument and aground and now executed the same.
THIS INSTRUMENT DRAFTED BY: Attorney Edward J. Ritger	* Michael J. Roth Notary Public, State of W15001/SIA
Random Lake, Wisconsin	My commission (is permanent) (corporations: is permanent)

(Signatures may be authenticated or acknowledged. Both are not necessary.) NOTE: THIS IS A STANDARD FORM. ANY MODIFICATION TO THIS FORM SHOULD BE CLEARLY IDENTIFIED. MORTGAGE ©2003 STATE BAR OF WISCONSIN FORM NO. 21-2003 *Type name below signatures

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Case 2022CV000439

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Filed 08-22-2022



State Bar of Wisconsin Form 30-2003 ASSIGNMENT OF MORTGAGE

Document Number

Document Name

The undersigned ("Assignor," whether one or more, for a valuable consideration, assigns to PHYLLIS DERGANTZ, EDWARD J. RITGER d/b/a RITGER LAW OFFICE, AND ELVIRA HEINEMANN

the Mortgage dated AUGUST 30, 2012 , executed by TAMMY ANGEL

to ROBERT J. HEINEMANN, SR.

on real estate in <u>SHEBOYGAN</u> County, Wisconsin ("Property"), together with the note or other obligation it secures, which Mortgage was recorded in the Office of the Register of Deeds of said County, in (Recl) (XXXX NA of Records, at (Images) (XXQEX) NA , as Document No. 2002554

The Property which is subject to this Assignment is described as:

SEE ATTACHED LEGAL DESCRIPTION

CHOOSE EITHER OR BOTH OF THE FOLLOWING OPTIONS, AS APPLICABLE: ONLY THOSE OPTIONS CHOSEN SHALL APPLY:

A. This Assignment is made without recourse.

B. Assignor warrants that there is now owing an unpaid balance on the note or other obligation secured by the mortgage, as principal, a sum of not less than \$ 44,000.00 , and also interest 25.870.06

, and that Assignor is the owner of the note secured by the Mortgage and has good right to assign it.

Dated OCTOBER 10, 2016

*Type name below signatures.

ASSIGNOR: ESTATE OF ROBERT J. HEINEMANN

	(SEAL) Bhyllis Diergantz	(SEAL)
*	* BY: PHYLLIS DERGANTZ, PR	
	(SEAL)	(SEAL)
*	*	
AUTHENTICATION	ACKNOWLEDGMENT	
Signature(s)	STATE OF WISCONSIN)	
) ss.	
authenticated on	. SHEBOYGAN COUNTY)	
	Personally came before me on OCTOBER 10, 2016	
*	the above-named PHYLLIS DERGANTZ	······································
TITLE: MEMBER STATE BAR OF WISCON	VSIN	
(If not,	to me known to be the person(s) who executed the	e foregoing
authorized by Wis. Stat. § 706.06)	instrument and acknowledged the some A	, .
	Innette & Murgh	
THIS INSTRUMENT DRAFTED BY:	* ANNETTE L. OSTWALD	
EDWARD J. RITGER, RITGER LAW OFFICE	Notary Public, State of WISCONSIN	
RANDOM LAKE, WISCONSIN	My commission (is permanent) (expires: 1/22/2018)
(Signatures may	be authenticated or acknowledged. Both are not necessary.)	
	ANY MODIFICATION TO THIS FORM SHOULD BE CLEARLY IDENTIFIED.	
ASSIGNMENT OF MORTGAGE	©2003 STATE BAR OF WISCONSIN FORM	NO. 30-2003

Tx:4121210 2028816 SHEBOYGAN COUNTY, WI RECORDED ON 10/13/2016 2:20 PM ELLEN R. SCHLEICHER REGISTER OF DEEDS RECORDING FEE: 30.00 EXEMPTION # Cashier ID: 6 PAGES: 2

Item 22.

Recording Area

Name and Return Address RITGER LAW OFFICE 675 WOLF ROAD PO BOX 371 RANDOM LAKE, WI 53075

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59281 431920

Parcel Identification Number (PIN)

This is not homestead property.

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LEGAL DESCRIPTION

Her undivided two-thirds interest in Being a part of the SW ¼ SE ¼ S34 T15N R22E. Commencing six hundred sixty (660.0) feet south and two hundred fifteen (215.0) feet west of the Northeast corner of the Southwest Quarter (SW ¼) of the Southeast Quarter (SE ¼) of Section Thirty-four (34), Town Fifteen (15) North, Range Twenty-three (23) East, thence South one hundred sixty (160.0) feet, thence West seventy (70.0) feet, thence North one hundred sixty (160.0) feet, thence East seventy (70.0) feet to beginning. City of Sheboygan, Sheboygan County, Wisconsin. Case 2022CV000439

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Ritger Law Office

EDWARD J. RITGER JOHN V. BURNS KATHERINE A. BREUER ATTORNEYS AND COUNSELLORS AT LAW 675 WOLF ROAD P.O. BOX 371 RANDOM LAKE, WISCONSIN 53075

(920) 994-4313 (920) 668-6419 FAX (920) 994-9704 Emails: eritger@ritgerlaw.com jburns@ritgerlaw.com katie@ritgerlaw.com

October 28, 2021

Ms. Tammy Angel 1523 Washington Avenue Sheboygan, WI 53081 TRANSMITTED VIA CERTIFIED MAIL

Re: Collecting Robert Heinemann Mortgage

Dear Tammy:

I have not received any response from you regarding the enclosed letter which I sent to you on July 23, 2021. At this time I also enclose a copy of the current statement showing delinquent real estate taxes owed to Sheboygan County. We are now approximately two months away from the next tax bill arriving. Please advise as to your intentions regarding this serious delinquency.

In the past I have encouraged you to refinance instead of continuing to pay the high interest which you promised to pay your dad. I believe we are getting to the end of very low interest rates on homes and I urge you to act now to take care of refinancing.

I also direct your attention to paragraph 1.c. of your mortgage, a copy of which is attached. Your failure to pay real estate taxes is a delinquency and notice is hereby given that unless you cure that delinquency within 15 days of receipt of this letter, we will commence foreclosure proceedings in Sheboygan County Circuit Court.

I realize that you have sustained a number of hardships and medical setbacks over the years and it is not my intention to have your mortgage be a source of further difficulty for you. However, with three people living in your house and with opportunities to finance at much cheaper interest rates, there is really no reason why you should continue with the current situation. In the event that you are not able to refinance, I also urged you to consider selling the house because of the high prices now available due to housing shortages.

I look forward to hearing from you.

Respectfully submitted,

RITGER LAW OFFICE

gward J

EJR/aeh Enclosures cc: Suzan Knabe Case 2022CV000439

Document 9

Filed 08-22-2022

Page 21 of 26

Item 22.

Ritger Law Office

ATTORNEYS AND COUNSELLORS AT LAW

EDWARD J. RITGER JOHN V. BURNS KATHERINE A. BREUER 675 WOLF ROAD P.O. BOX 371 RANDOM LAKE, WISCONSIN 53075

(920) 994-4313 (920) 668-6419 FAX (920) 994-9704 Emails: eritger@ritgerlaw.com jburns@ritgerlaw.com katie@ritgerlaw.com

July 23, 2021

Ms. Tammy Angel 1523 Washington Avenue Sheboygan, WI 53081

Re: Collecting Robert Heinemann Mortgage

Dear Tammy:

I understand that you have been out of state for quite some time and that your life has changed for the better. I am disappointed that you haven't been making your payments on a consistent basis and I enclose the updated accounting statements. Also please find delinquent tax payoff due. <u>Please confirm that you still have insurance on the house</u>.

It occurs to me that this might be a really good time for you to sell the house. The market is hot, your life is changing and you obviously can't afford it.

Please contact me by Friday, July 30 to indicate your intentions. If you are not willing to put the house up for sale, I likely will have no alternative but to commence foreclosure.

I look forward to hearing from you.

Respectfully submitted,

RITGER LAW OFFICE

Edward J. Ritger EJR/aeh

Enclosures

cc: Suzan Knabe

Document Number

a married person,

of \$ 44,000.00

TAMMY ANGEL, a single person

executed by TAMMY ANGEL,

obligation ("Obligation") dated August 30, 2012

Document 9

("Mortgagor," whether one or more) mortgages to ROBERT J. HEINEMANN, SR

its successors or assigns ("Mortgagee," whether one or more), to secure payment

to Mortgagee, and any extensions, renewals and modifications of the Obligation

and refinancings of any such indebtedness on any terms whatsoever (including

increases in interest) and the payment of all other sums, with interest, advanced to protect the Property and the security of this Mortgage, and all other amounts paid by Mortgagee hereunder, the following property, together with all rights

and interests appurtenant thereto in law or equity, all rents, issue and profits

arising therefrom, including insurance proceeds and condemnation awards, all

structures, improvements and fixtures located thereon, in Sheboygan

State Bar of Wisconsin Form 21-2003

MORTGAGE

Document Name

evidenced by a note or notes, or other

Filed 08-22-2022

Page 22 of 26

2002554 SHEBOYGAN COUNTY, WI RECORDED ON 05/07/2015 2:50 PM ELLEN R. SCHLEICHER **REGISTER OF DEEDS RECORDING FEE: 30.00 EXEMPTION #** Cashler ID: 9 PAGES: 4

Recording Area

Name and Return Address **Ritger Law Office** P.O. Box 371 Random Lake, WI 53075

59281 431920

Parcel Identification Number (PIN)

This is not homestead property. (is) (is not) This is a purchase money mortgage. (is) (is not)

Her undivided two-thirds interest inBeing a part of the SW 1/4 SE 1/4 S34 T15N R22E Commencing six hundred sixty (660.0) feet south and two hundred fifteen (215.0) feet west of the Northeast corner of the Southwest Quarter (SW 1/4) of the Southeast Quarter (SE 1/4) of Section Thirty-four (34), Town Fifteen (15) North, Range Twenty-three (23) East, thence South one hundred sixty (160.0) feet, thence West seventy (70.0) feet, thence North one hundred sixty (160.0) feet, thence East seventy (70.0) feet to beginning. City of Sheboygan, Sheboygan County, Wisconsin

MORTGAGOR'S COVENANTS. 1.

County, State of Wisconsin ("Property"):

COVENANT OF TITLE. Mortgagor warrants title to the Property, except restrictions and easements of a record, if any, and further excepting:

none

FIXTURES. Any property which has been affixed to the Property and is used in connection with it is b intended to become a fixture. Mortgagor waives any right to remove such fixture from the Property which is subject to this Mortgage.

TAXES. Mortgagor promises to pay when due all taxes and assessments levied on the Property or upon c. Mortgagee's interest in it and to deliver to Mortgagee on demand receipts showing such payment.

INSURANCE. Mortgagor shall keep the improvements on the Property insured against a loss or damage occasioned by fire, extended coverage perils and such other hazards as Mortgagee may require, without co-insurance, through insurers approved by Mortgagee, in the amount of the full replacement value of the improvements on the Property. Mortgagor shall pay the insurance premiums when due. The policies shall contain the standard mortgage clause in favor of Mortgagee, and evidence of all policies covering the Property shall be provided to Mortgagee. Mortgagor shall promptly give notice of loss to insurance companies and Mortgagee. Unless Mortgagor and Mortgagee



Item 22.

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Filed 08-22-2022

Page 23 of 26

ltem 22.

SENDER: COMPLETE	THIS SECTION	MPLETE THIS SECTION OF	N DELIVERY
 Complete items 1, 2, 1 Print your name and a so that we can return Attach this card to the or on the front if space 	ddress on the reverse the card to you. back of the maliplece,	B. Received by Punted Name	C, Date of L المربح
1. Article Addressed to:	a and a constant	D. Is delivery address different fro If YES, enter delivery address	om Item 1? U Yes s below: No
Tammy Angel 1523 Washingt Sheboygan, WI	on Avenue 53081	in 120, end denvery address	
9590 9402 562	3 9308 5736 58	3. Service Type 5 Adult Signature 11 Adult Signature Restricted Delivery 12 Certified Mail@ 12 Certified Mail Restricted Delivery 12 Certified Mail Restricted Delivery	Priority Mall Expre Registered Mail TM Registered Mail TM Delivery Return Receipt for Merchandise
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PS Form 3811, July 2015	PSN 7530-02-000-9053	(over \$500)	Domestic Return Re
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CITGER LAW OFFICE Received POST OFFICE BOX 371 RANDOM LAKE, WISCONSIN 53075 .

146

Sheboygan County Courthouse 615 North Sixth Street Sheboygan Wisconsin 53081

Sheboygan County Foreclosure Mediation Program Finding Solutions

Notice of Availability of Mediation

Mediation is a confidential and voluntary process where you and the lender seeking to foreclose on your home may discuss ways to resolve your foreclosure case, including reinstatement of the loan and modification of the loan terms.

You must live in and own the property that is subject to this foreclosure action to qualify for mediation under this program and the property must be four or fewer residential units.

To Request a Mediation Conference:

Complete the attached Mediation Request form. It must be received within 15 days from the date you received the Summons and Complaint. Send the completed form with the \$25 non-refundable application fee made payable to SCFMP Clerk of Circuit Court to:

SCFMP Clerk of Circuit Court 615 North Sixth Street Shebovgan WI 53081

A Mediation Request is not a response to the Summons.

A foreclosure action has been started against you. Please read the Summons and Complaint. Make sure you understand your rights and the time period for filing an Answer or Responsive Pleading. If you do not file an Answer or Responsive Pleading the court may grant judgment against you and you may lose your home and your right to object to anything that you disagree with in the complaint.

What happens after you apply for Mediation?

The Mediation Program Coordinator will review your application and notify you and the lender whether the case has been accepted in the program. If the case is accepted, the balance of your non-refundable \$100 fee will be charged and a non-refundable fee of \$100 will also be charged to the lender. You will then be required to meet with a certified Housing Counselor. Following that, the mediation conference between you and the lender will be scheduled with a mediator.

Filed 08-22-2022

Sheboygan County Courthouse 615 North Sixth Street Sheboygan Wisconsin 53081

Sheboygan County Foreclosure Mediation Program Request for Mediation Finding Solutions

To request a mediation conference with the lender, please answer the questions below, sign this request enclose the required \$25 application fee payable to SCFMP Clerk of Circuit Courts and mail or return to:

SCFMP Clerk of Circuit Court 615 north Sixth Street Sheboygan WI 53081

You should submit the request within 15 days of receiving the Summons and Complaint, or as early in the foreclosure process as possible. One application per household. The information you provide will be used by the Sheboygan County Mediation Program to make an initial determination of whether your case is suitable for mediation. A non-refundable \$25 fee must accompany the application. Once the case has been accepted for mediation, a non-refundable \$75 fee is charged to the homeowner and a non-refundable fee of \$100 is charged to the lender.

Requesting Mediation does not halt the foreclosure process. You are still required to comply with all mandatory deadlines, including the time to answer the Complaint.

Sheboygan County Case Number (located on your Summons): 20CV
Name of Homeowner(s):
Property Address:
Mailing address, if different from above:
(street, city or town, zip code) Best telephone number to reach you during the day:
Alternate telephone number:
Name of Lender/Plaintiff in your case:
1. Is the property being foreclosed your primary residence?YesNo
2. Does the property consist of four or fewer dwelling units?YesNo

Filed 08-22-2022

Page 26 of 26

3	 Have you started a Bankruptcy action that is still ongoing?YesYYS	_N
4	. Have you met with a housing counselor?YesNo	
	If yes, with whom have you met?	
5.	. What is your monthly income from all sources?	
6.	Do you expect your income to change for any reason? If so, please explain:	
7.	. Check all items that have caused you to miss your mortgage payments:	
	Injury or illnessAdjustable interest Rate / Balloo	n
	Loss of EmploymentExpenses exceed income	
	Loss of EmploymentExpenses exceed income Other:	
8.		Са
8.	Other: Is there any other information that would be helpful in determining whether your	ca
	Other: Is there any other information that would be helpful in determining whether your	

I certify that I am the owner of the property that is subject to this foreclosure action and I currently reside in this property.

Property Owner's Signature

Case 2022CV			Filed 08-23-2022 Page 1 of 2 SHEBOYGAN COUNTY	
Phyllis Dergantz et al vs. Tammy Angel et al		Notice of Hearing		Clerk of Circuit Court 2022CV000439
		Case No: 202	2CV000439	
COURT OR	IGINAL			

This case is scheduled for: Motion hearing

Date Time 09-26-2022 11:00 am Circuit Court Judge/Circuit Court Commissioner Rebecca L. Persick		Location Circuit Court Branch #4
		615 N Sixth Street Sheboygan WI 53081-4692
Re Foreclosure of Mortgage		

This matter will not be adjourned by the court except upon formal motion for good cause or with the specific approval of the court upon stipulation by all parties.

ATTENTION: Requests for adjournments are to be directed to the presiding judge and opposing parties in writing and received not less than 10 days prior to the scheduled date/time. COURT RULE 506: The party receiving the adjournment shall be solely responsible for notifying opposing counsel and, where appropriate, all parties and witnesses that the hearing, trial, etc., has been adjourned.

THE PARTIES MUST APPEAR BY TELEPHONE BY CALLING 1-414-877-0020 AT THE TIME OF THE HEARING. PLEASE USE CONFERENCE CODE NUMBER 568037. IF YOU DO NOT HAVE UNLIMITED LONG DISTANCE CAPABILITY, PLEASE CONTACT THE COURT AT 920-459-3078 PRIOR TO THE HEARING FOR ADDITIONAL INSTRUCTIONS.

IF YOU FEEL YOUR CASE WILL REQUIRE A PERSONAL APPEARANCE, PLEASE E-FILE A LETTER REQUESTING THAT YOU BE ALLOWED TO APPEAR IN PERSON.

If you require reasonable accommodations due to a disability to participate in the court process, please call 920-459-3068 prior to the scheduled court date. Please note that the court does not provide transportation.

Sheboygan County Circuit Court Date: August 23, 2022

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Filed 08-23-2022

Page 2 of 2

DISTRIBUTION	Address	Service Type
Court Original		
Katherine Breuer		Electronic Notice
Tammy Angel	1523 Washington Ave., Sheboygan, WI 53081	Mail Notice
Suzan Knabe	270 Chamomile Drive, Henderson, NV 89015	Mail Notice
Sheboygan County Treasurer	508 N. 6th Street, Room 109, First Floor, Sheboygan, WI 53081	Mail Notice
City of Sheboygan	828 Center Ave., Sheboygan, WI 53081	Mail Notice
Wurtz Roth & Basler SC	641 Riverfront Drive, Suite 201, Sheboygan, WI 53081	Mail Notice
Aurora Healthcare Central Inc./Aurora		
Medical Group	3301 W. Forest Home Ave., PO Box 343910, Milwaukee, WI 53234	Mail Notice
Thomas Badtke	1523 Washington Ave., Sheboygan, WI 53081	Mail Notice
Danielle Brooks	1523 Washington Ave., Sheboygan, WI 53081	Mail Notice

Document 11

ltem 22.

FILED 18-23-2022 Sheboygan County Clerk of Circuit Court 2022CV000439

STATE OF WISCONSIN

CIRCUIT COURT

SHEBOYGAN COUNTY

PHYLLIS DERGANTZ 2822 Michigan Avenue Sheboygan, WI 53081,

and

ELVIRA HEINEMANN 3321 N. 11th Street Sheboygan, WI 53083,

and

EDWARD J. RITGER d/b/a RITGER LAW OFFICE 675 Wolf Road P.O. Box 371 Random Lake, WI 53075,

and

ESTATE OF ROBERT J. HEINEMANN c/o PHYLLIS DERGANTZ 2822 Michigan Avenue Sheboygan, WI 53081,

Plaintiffs,

vs.

TAMMY ANGEL 1523 Washington Avenue Sheboygan WI 53081,

and

SUZAN KNABE 270 Chamomile Drive Henderson, NV 89015,

and

Case No. 22CV439

Foreclosure of Mortgage Code: 30404 Filed 08-23-2022

Item 22.

SHEBOYGAN COUNTY TREASURER 508 N. 6th Street, Room 109, First Floor Sheboygan, WI 53081,

and

CITY OF SHEBOYGAN 828 Center Avenue Sheboygan, WI 53081,

and

WURTZ ROTH & BASLER SC 641 Riverfront Drive, Suite 201 Sheboygan, WI 53081,

and

AURORA HEALTHCARE CENTRAL INC. and AURORA MEDICAL GROUP P.O. Box 343910 3301 W. Forest Home Avenue Milwaukee, WI 53234,

and

THOMAS BADTKE 1523 Washington Avenue Sheboygan, WI 53081,

and

DANIELLE BROOKS 1523 Washington Avenue Sheboygan, WI 53081,

Defendants.

NOTICE OF MOTION AND MOTION FOR ORDER APPOINTING RECEIVER

To: Tammy Angel 1523 Washington Avenue Sheboygan WI 53081

> Sheboygan County Treasurer 508 N. 6th Street, Room 109, First Floor

Wurtz Roth & Basler SC 641 Riverfront Drive, Suite 201 Sheboygan, WI 53081

Danielle Brooks 1523 Washington Avenue

Document 11

Page 3 of 3

ltem 22.

Suzan Knabe 270 Chamomile Drive Henderson, NV 89015

City of Sheboygan 828 Center Avenue Sheboygan, WI 53081

2.

Aurora Healthcare Central Inc. and Aurora Medical Group P.O. Box 343910 3301 W. Forest Home Avenue Milwaukee, WI 53234

Thomas Badtke 1523 Washington Avenue Sheboygan, WI 53081

1. Ritger Law Office, attorneys for the Plaintiffs, PHYLLIS DERGANTZ, ELVIRA HEINEMANN, and EDWARD J. RITGER d/b/a RITGER LAW OFFICE in the above referenced foreclosure action, will move for entry of an Order Appointing Receiver for the purpose of collecting the rents, issues, and profits of the property and to secure and care for and protect the property which is the object of the foreclosure action.

This motion v	will be heard as follows:	
BEFORE:	Hon. Rebecca L. Persick	
PLACE:	Sheboygan County Courthouse, Branch 4 615 N. 6 th Street, 4 th Floor Sheboygan, WI 53081	
DATE:	September 26, 2022	
TIME:	11:00 a.m.	

3. The grounds for this order are set forth on the attached Affidavit.

Dated at Random Lake, Wisconsin this 23rd day of August, 2022

RITGER LAW OFFICE

Katherine A. Breuer Attorney for Plaintiffs State Bar No. 1086825

675 Wolf Road, P.O. Box 371 Random Lake, WI 53075 (920) 994-4313, Fax: (920) 994-9704 Email: katie@ritgerlaw.com

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Filed 08-23-2022

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08-23-2022 Sheboygan County Clerk of Circuit Court 2022CV000439

FILED

STATE OF WISCONSIN

CIRCUIT COURT

SHEBOYGAN COUNTY

PHYLLIS DERGANTZ 2822 Michigan Avenue Sheboygan, WI 53081,

and

ELVIRA HEINEMANN 3321 N. 11th Street Sheboygan, WI 53083, Case No. 22CV439

Foreclosure of Mortgage Code: 30404

and

EDWARD J. RITGER d/b/a RITGER LAW OFFICE 675 Wolf Road P.O. Box 371 Random Lake, WI 53075,

and

ESTATE OF ROBERT J. HEINEMANN c/o PHYLLIS DERGANTZ 2822 Michigan Avenue Sheboygan, WI 53081,

Plaintiffs,

VS.

TAMMY ANGEL 1523 Washington Avenue Sheboygan WI 53081,

and

SUZAN KNABE 270 Chamomile Drive Henderson, NV 89015,

and

Item 22.

SHEBOYGAN COUNTY TREASURER 508 N. 6th Street, Room 109, First Floor Sheboygan, WI 53081,

and

CITY OF SHEBOYGAN 828 Center Avenue Sheboygan, WI 53081,

and

WURTZ ROTH & BASLER SC 641 Riverfront Drive, Suite 201 Sheboygan, WI 53081,

and

AURORA HEALTHCARE CENTRAL INC. and AURORA MEDICAL GROUP P.O. Box 343910 3301 W. Forest Home Avenue Milwaukee, WI 53234,

and

THOMAS BADTKE 1523 Washington Avenue Sheboygan, WI 53081,

and

DANIELLE BROOKS 1523 Washington Avenue Sheboygan, WI 53081,

Defendants.

AFFIDAVIT IN SUPPORT OF MOTION FOR APPOINTMENT OF RECEIVER

STATE OF WISCONSIN

COUNTY OF SHEBOYGAN)

Edward J. Ritger, being duly sworn, deposes and states:

))ss 1. I am an adult resident residing at Random Lake, WI 53075.

2. I am one of the Plaintiffs in the above captioned matter.

3. The premises described in the real estate mortgage marked as Exhibit B are allegedly currently inhabited by the Defendant TAMMY ANGEL and other unknown adult tenants.

4. That allowing the Tenants to remain on the premises without the payment of a reasonable rent is causing further injury to the Plaintiffs.

5. That the Defendants, TAMMY ANGEL and SUZAN KNABE, have failed to make any payments on the 2019, 2020, and 2021 real estate taxes and have allowed this deficiency to continue since 2019.

6. Paragraph 10 of the real estate mortgage marked as Exhibit B to the Complaint provides for an assignment of rents for the premises and the plaintiff has a right to collect the rents, issues and profits for the property.

7. Paragraph 6 of the real estate mortgage marked as Exhibit B to the Complaint provides for the appointment of a receiver upon default or during pendency of the foreclosure action for the purpose of collecting rents, issues, and profits of the property during said action, with such rents, issues, and profits held and applied as the court shall direct.

8. I make this Affidavit in support of a motion for an order appointing a receiver and request that Edward J. Ritger be appointed by the Court as the receiver for purposes of collecting any rents, issues, or profits and also to secure and care for and protect the property which is the object of this foreclosure action until Sheriff's Sale.

Dated at Random Lake, Wisconsin, this 22nd day of August, 2022.

Subscribed and sworn to before me on August 22, 2022,

Innette J

Annette L. Ostwald, Notary Public Sheboygan County, Wisconsin My commission expires: 1/22/26

P.O. ADDRESS: RITGER LAW OFFICE 675 Wolf Road, P. O. Box 371 Random Lake, WI 53075 (920) 994-4313/(920) 994-9704

Document 5

Filed 08-22-2022

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Item 22.

CIRCUIT COURT

SHEBOYGAN

Phyllis Dergantz et al vs. Tammy Angel et al

STATE OF WISCONSIN

Electronic Filing

Notice

Case No. 2022CV000439 Class Code: Foreclosure of Mortgage

FILED 08-22-2022 Sheboygan County **Clerk of Circuit Court** 2022CV000439 Honorable Rebecca L. Persick Branch 4

WURTZ ROTH & BASLER SC 641 RIVERFRONT DRIVE, SUITE 201 SHEBOYGAN WI 53081

Case number 2022CV000439 was electronically filed with/converted by the Sheboygan County Circuit Court office. The electronic filing system is designed to allow for fast, reliable exchange of documents in court cases.

Parties who register as electronic parties can file, receive and view documents online through the court electronic filing website. A document filed electronically has the same legal effect as a document filed by traditional means. Electronic parties are responsible for serving non-electronic parties by traditional means.

You may also register as an electronic party by following the instructions found at http://efiling.wicourts.gov/ and may withdraw as an electronic party at any time. There is a \$20.00 fee to register as an electronic party. This fee may be waived if you file a Petition for Waiver of Fees and Costs Affidavit of Indigency (CV-410A) and the court finds you are indigent under §814.29, Wisconsin Statutes.

If you are not represented by an attorney and would like to register an electronic party, you will need to enter the following code on the eFiling website while opting in as an electronic party.

Pro Se opt-in code: c4f160

Unless you register as an electronic party, you will be served with traditional paper documents by other parties and by the court. You must file and serve traditional paper documents.

Registration is available to attorneys, self-represented individuals, and filing agents who are authorized under Wis. Stat. 799.06(2). A user must register as an individual, not as a law firm, agency, corporation, or other group. Non-attorney individuals representing the interests of a business, such as garnishees, must file by traditional means or through an attorney or filing agent. More information about who may participate in electronic filing is found on the court website.

If you have questions regarding this notice, please contact the Clerk of Circuit Court at 920-459-3068.

> Sheboygan County Circuit Court Date: August 22, 2022

Document 3

Filed 08-22-2022

Electronic Filing

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Item 22.

FILED 08-22-2022 Sheboygan County Clerk of Circuit Court 2022CV000439 Honorable Rebecca L. Persick Branch 4

CIRCUIT COURT

Phyllis Dergantz et al vs. Tammy Angel et al

STATE OF WISCONSIN

SHEBOYGAN

Notice Case No. 2022CV000439 Class Code: Foreclosure of Mortgage

SHEBOYGAN COUNTY TREASURER 508 N. 6TH STREET, ROOM 109, FIRST FLOOR SHEBOYGAN WI 53081

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> Sheboygan County Circuit Court Date: August 22, 2022

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Filed 08-22-2022

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Item 22.

STATE OF WISCONSIN	ŝТ	ATE	OF	WIS	CONSIN	1
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CIRCUIT COURT

Phyllis Dergantz et al vs. Tammy Angel et al

SHEBOYGAN

Electronic Filing Notice

Case No. 2022CV000439 Class Code: Foreclosure of Mortgage

FILED 08-22-2022 Sheboygan County **Clerk of Circuit Court** 2022CV000439 Honorable Rebecca L. Persick Branch 4

TAMMY ANGEL 1523 WASHINGTON AVE. SHEBOYGAN WI 53081

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> Sheboygan County Circuit Court Date: August 22, 2022

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Filed 08-22-2022

Notice

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Item 22.

STATE OF WISCONSIN

CIRCUIT COURT

Phyllis Dergantz et al vs. Tammy Angel et al

SHEBOYGAN **Electronic Filing**

Case No. 2022CV000439 Class Code: Foreclosure of Mortgage

FILED 08-22-2022 Sheboygan County Clerk of Circuit Court 2022CV000439 Honorable Rebecca L. Persick Branch 4

THOMAS BADTKE 1523 WASHINGTON AVE. SHEBOYGAN WI 53081

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Unless you register as an electronic party, you will be served with traditional paper documents by other parties and by the court. You must file and serve traditional paper documents.

Registration is available to attorneys, self-represented individuals, and filing agents who are authorized under Wis. Stat. 799.06(2). A user must register as an individual, not as a law firm, agency, corporation, or other group. Non-attorney individuals representing the interests of a business, such as garnishees, must file by traditional means or through an attorney or filing agent. More information about who may participate in electronic filing is found on the court website

If you have questions regarding this notice, please contact the Clerk of Circuit Court at 920-459-3068.

> Sheboygan County Circuit Court Date: August 22, 2022

Document 8

Filed 08-22-2022

Page 1 of 1

Item 22.

CIRCUIT COURT

Phyllis Dergantz et al vs. Tammy Angel et al

STATE OF WISCONSIN

SHEBOYGAN

Electronic Filing Notice

FILED 08-22-2022 Sheboygan County **Clerk of Circuit Court** 2022CV000439 Honorable Rebecca L. Persick Branch 4

Case No. 2022CV000439 Class Code: Foreclosure of Mortgage

DANIELLE BROOKS 1523 WASHINGTON AVE. SHEBOYGAN WI 53081

Case number 2022CV000439 was electronically filed with/converted by the Sheboygan County Circuit Court office. The electronic filing system is designed to allow for fast, reliable exchange of documents in court cases.

Parties who register as electronic parties can file, receive and view documents online through the court electronic filing website. A document filed electronically has the same legal effect as a document filed by traditional means. Electronic parties are responsible for serving non-electronic parties by traditional means.

You may also register as an electronic party by following the instructions found at http://efiling.wicourts.gov/ and may withdraw as an electronic party at any time. There is a \$20.00 fee to register as an electronic party. This fee may be waived if you file a Petition for Waiver of Fees and Costs Affidavit of Indigency (CV-410A) and the court finds you are indigent under §814.29, Wisconsin Statutes.

If you are not represented by an attorney and would like to register an electronic party, you will need to enter the following code on the eFiling website while opting in as an electronic party.

Pro Se opt-in code: c4f160

Unless you register as an electronic party, you will be served with traditional paper documents by other parties and by the court. You must file and serve traditional paper documents.

Registration is available to attorneys, self-represented individuals, and filing agents who are authorized under Wis. Stat. 799.06(2). A user must register as an individual, not as a law firm, agency, corporation, or other group. Non-attorney individuals representing the interests of a business, such as garnishees, must file by traditional means or through an attorney or filing agent. More information about who may participate in electronic filing is found on the court website.

If you have questions regarding this notice, please contact the Clerk of Circuit Court at 920-459-3068.

> Sheboygan County Circuit Court Date: August 22, 2022



R. O. No. _____ - 22 - 23. By CITY CLERK. September 6, 2022.

Submitting a document from the Wisconsin State Board of Assessors regarding a Personal Property Objection received from Georgia Pacific Corrugated LLC on August 12, 2022.

CITY CLERK



State of Wisconsin • STATE BOARD OF ASSESSORS

2135 RIMROCK RD MADISON WI 53713

Mailing Address: PO Box 8971 #6-97 Madison, WI 53708-8971 Phone: (608) 267-7788 Fax: (608) 264-6897

Copy to Municipal Clerk:

Appellant:

MEREDITH DEBRUIN - CLERK C SHEBOYGAN 828 CENTER AVE SHEBOYGAN WI 53081-4442 GEORGIA PACIFIC CORRUGATED LLC PO BOX 105681 ATLANTA GA 30348-5681

Copy of Manufacturer's Objection Acknowledgement

Appeal No.	81-097-PPO-22	Municipality	C Sheboygan
Property Location	1927 Erie Ave	State ID No.	81-59-281-P-000013314
Date Filed	August 15, 2022	Supplemental Date	October 14, 2022

The Wisconsin State Board of Assessors (BOA) received your Personal Property Objection on August 12, 2022. We will review your objection to determine if it meets the statutory filing requirements.

BOA may deny your objection if any of the following exist

- Your 2022 manufacturing self-reporting form for the parcel or account was not filed by the due date (sec. 70.995(12)(a), Wis. Stats.)
- Objection was not filed within the 60-day limit (sec. 70.995(8)(b)1, Wis. Stats.)
- Reasons for the objection, your estimate of full market value, and the basis for your estimate are not stated on the state prescribed objection form (sec. 70.995(8)(c)1, Wis. Stats.)
- Filing fee, if required, was not submitted (sec. 70.995, Wis. Stats.)
- Your filing was incomplete (no "Date Filed" above, see back page)

Additional Information

See the back page for information on next steps, supplemental information and additional resources.

Questions?

- Contact (Position Vacant) at (920) 448-5191
- Refer to the above appeal number when discussing this objection

State of Wisconsin State Board of Assessors

Krista Zettle, Clerk / August 15, 2022

enclosure: Copy of objection form

cc: Green Bay Manufacturing & Utility District Office

Manufacturing Assessment Appeal Information

The manufacturer listed on the front of this document filed a Personal Property objection with the Wisconsin State Board of Assessors (BOA). If a manufacturer appeals their assessment to the BOA and the municipality does not agree with the manufacturer's appeal, the municipality may appeal the same property (cross appeal) to the BOA.

What should your municipality do next?

- 1. Under sec. 70.995(8)(d), Wis. Stats., a municipality affected by an objection may file an appeal to that objection within 15 days after the date filed of **August 15**, **2022**
- 2. Your municipality's governing body should consider whether to file a cross appeal
- Attach two dated copies of the governing body's authorization (order) with the objection form (Provide within 60 days of filing the cross appeal)

What happens at the BOA level?

- 1. BOA assigns the appeal to the Manufacturing & Utility District Office where the property is located. **Note:** When you discuss the appeal, refer to the appeal number **81-097-PPO-22**.
- The district office reviews the information and determines the next course of action. A district specialist may do one of the following:
 - a. Contact the manufacturer for clarification or additional information
 - b. Schedule an appointment to inspect the manufacturing property
 - c. Make a recommendation after reviewing the information provided, along with any other available information
- 3. BOA will meet to review the district specialist analysis and all the information provided
- 4. BOA will notify you by mail of its determination
- If you are not satisfied with the BOA's decision, you have 60 days to appeal to the TAC. At a hearing before the TAC, you will have the opportunity to give direct testimony regarding your position and the activities taking place there.

Manufacturing BOA Appeal Guide

For more information, review the Guide to Manufacturing Board of Assessor Appeals (prop066) on the Wisconsin Department of Revenue's website, located at: revenue.wi.gov/pubs/slf/prop066.pdf.

Form PA-	-131	Manufa		ojection to sonal Property Assessi	nent	Wisconsin
		Comple	te all sections	See Filing Requirements on page 1	age 2	Department of Revenue
Section 1:	Who is filing th	is objection?	' (check one)			1
X Prope	rty owner/agent *	Municip	ality/agent *	*If agent, submit current Agent Auth	orization Fo	orm (PA-105) with this form
Section 2:	Property Owne	er and Proper	ty Information			
	r name (on assessment no		() mornation	Taxation district Town Village	e 🔳 City	County
Georgia-Pacific Corrugated, LLC			(Check one) I Nown U Village		Sheboygan	
Mailing address	s			Street address of property		
Attn: Sash	na Oberbeck - Pr	operty Tax, I	PO Box 105681	1927 Erie Avenue		
_{City} Atlanta		State GA	^{Zip} 30348-5681	^{City} Sheboygan	State WI	Zip
Section 3:	Contact Inform	ation		•		1
	wner, agent, officer) stina Somers, Sara Ra	apkin, Shawn Lov	vell & Karla Nettleton	Company name Reinhart Boerner Van Deuren s	.C.	
Mailing address	s n Street, Suite 700	n		Phone (608) 229 - 2200	Fax (608	220 2100
City	Forcer, oune 700	State	Zip	Email	1006) 229 - 2100
Madison		WI	53703	dmillis@reinhartlaw.com		
Charles and the second s	Assessment Inf					
	al Property Assessment 3 - 2022	Notice (mm-dd-y)	(7)	State ID no. (on notice) 8 1 5 9 2 8 1 P	0 0 0	0 1 3 3 1 4
	as shown on notice:			Your opinion of value:	······ I	<u> </u>
Boats and w	atercraft	0		Boats and watercraft	0	
	nd equipment			Machinery and equipment 111,005		
	d fixtures			Furniture and fixtures		
	sonal property			All other personal property		
	leased land			Buildings on leased land 0		
				Total		405
Section 5:	Reason for Obj	ection and B	asis of Estimate			
	your objection: (Atta			Basis for your opinion of value: (A	ttach additior	nal sheets if needed)
The asse	essment includ	des exemp	t property and	d The opinion of value re	epresent	s petitioner's
	flates the valu			estimate of the personal property value after		
property	in the owner's	possessio	on.	removal of exempt personal property that is		
				included in the assess	ment.	
Faction 6.	Submitting Add	ditional Infor	mation		For	Department Use Only
Section 6:				it additional information of the	FOFD	epartment use only
	of Assessors (BOA)			it additional information to the	BOA#	7.9
	y waive my right to 995(8)(c)2., Wis. Sta		ional information t	to the BOA under	2345	A 10 17 13
				rsonally examined this form and strue, correct and complete.		CEIVED
	Name (please print)					G 1 2 2022
Owner / Authorized	Signature				Di la	DEPT. REV v. of State &
Agent Sign Here	Dell				1.010	ocal Finance
	Company or title Reinhart Boe	rner Van D	euren s.c.	Date (mm-dd-yyyy) 08 - 12 - 2022	6	8294

÷ 0

2022-08-08

COPY

ltem 23.

	Total \$ 2,333,300
	Improvements: 1,845,000
TAX DEPT PO BOX 105681 ATLANTA GA 30348-5681	Land \$ 488,300
GEORGIA PACIFIC CORRUGATED LLC	School code 595271 Special districts
	DOR parcel no. 000001314 Local parcel no. 59281215500 Site description Site address 1927 Erie Ave
	State ID no.81-59-281-R000001314County of81-59Taxation district281C of SheboyganDOD parageling202021214
Manufacturing & Utility Bureau 200 N Jefferson St Ste 126 Green Bay, WI 54301-5100	2022 Notice of Real Property Assessment Notice date Jun 13, 2022
See other side for appeal procedures Wisconsin Department of Revenue	Office in your area at mfgtel81@wisconsin.gov or (920) 448-5191. MFGAA105WI (R. 0 Wisconsin Department of Revenue / Manufacturing & Utility Burea
	Total \$ 90,300 Contact Information If you have any questions, contact the Manufacturing & Utility Bureau District
ATLANTA GA 30348-5681	All other 1,200 Buildings on leased land 0
GEORGIA PACIFIC CORRUGATED LLC TAX DEPT PO BOX 105681	Boats & watercraft\$0Machinery & equipment75,400Furniture & fixtures13,700
	Site address 411 413 E Murdock Ave School code 704179 Special districts
	Taxation district 266 C of Oshkosh DOR account no. 000014030 Site description
Green Bay, WI 54301-5100	Notice dateJun 13, 2022State ID no.81-70-266-P000014030County of81-70Winnebago
	Wisconsin Department of Revenue / Manufacturing & Utility Bure 2022 Notice of Personal Property Assessment
See other side for appeal procedures	Contact Information If you have any questions, contact the Manufacturing & Utility Bureau District Office in your area at mfgtel81@wisconsin.gov or (920) 448-5191. MFGAA105WI (R. 6
	Buildings on leased land0Total\$ 438,600
004334 GEORGIA PACIFIC CORRUGATED LLC TAX DEPT PO BOX 105681 ATLANTA GA 30348-5681	Boats & watercraft\$0Machinery & equipment379,200Furniture & fixtures58,900All other500
	Site description Site address 1927 Erie Ave School code 595271 Special districts
Green Bay, WI 54301-5100	Notice date Jun 13, 2022 State ID no. 81-59-281-P000013314 County of 81-59 Taxation district 281 C of Sheboygan DOR account no. 000013314
200 N Jefferson St Ste 126	

167

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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 Georgia-Pacific Corrugated LLC				Taxation district Town (Check one)	Village X City	County	
-				Enter municipality → Sheboygan Sheboygan			
Mailing address Attn: Sasha Oberbeck - Property Tax, PO Box 105681				Street address of property 1927 Erie Avenue			
^{City} Atlanta		State GA	^{Zip} 30348-5681	^{City} Sheboygan	State WI	Zip	
Parcel number DOR No. 000013314		Phone () -		Email	I	Fax () -	
Section 2: Authorized Agent Information							
Name / title Don Millis, Kr	istina Somers, Sara Rapkin	, Shawn L	ovell & Karla Nettleton	Company name Reinhart Boerner Van Deuren s.c.			
Mailing address 22 E. Mifflin Street, Suite 700, Madison, WI 53703			Phone (608)229 - 2200	Fax (608)229 - 2100			
^{City} Madison		State WI	Zip 53703	Email dmillis@reinhartlaw.com			
Section 3: Agent Authorization							
Manufacturing property assessment appeals (BOA) 2019 and future tax years until revoked in writing Access to manufacturing assessment system (MAS)							
Send notices and other written communications to: (check one or both) X Authorized Agent X Property Owner							
Section 4: Agreement/Acceptance							
l understand, agree and accept:							
 The assessor's office may divulge to the agent 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, but this grant of authority and permission does not cure or waive any defect in the subpoena or the manner in which it was served Signing this document does not relieve me of personal responsibility for timely reporting changed to my property and paying taxes,or penalties for failure to do so, as provided under Wisconsin tax law. A photocopy and/or faxes 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 Authori	zation					
Owner Sign Here 🕨	Owner name (please print) Sasha Oberbeck Owner signature fazba Oberbeck Coroglany or title Date (mm-dd-yyyy)						
	Tax Manager				08-05-	2020	

Wisconsin Department of Revenue

R. O. No. 61 - 22 - 23. By CITY CLERK. September 6, 2022.

Submitting various license applications.

City Clerk

CHANGE OF AGENT

Diane M. Reynolds is replacing Jane M. Peters as agent effective immediately for Kwik Trip 873 located at 625 S. Taylor Drive.

CHANGE OF AGENT

Jennifer L. Waning is replacing Diane M. Reynolds as agent effective immediately for Kwik Trip 780 located at 2622 S. Business Drive.

CHANGE OF PREMISE (PERMANENT)

No. Name

3150 Craft 30

Address

908 Michigan Avenue – 1^{st} floor and basement, 16 x 60 ft. patio west of building. 14.8 x 44 ft. area from building to end of patio on south side of building, 20 x 28 ft. area of outside rear.

CHANGE OF PREMISE

No. Name

2726 John Michael Kohler Arts Center

Address

608 New York Avenue - To include all Of the JMKAC property (inner of 7th Street, WI Avenue, 6th Street, NY Avenue) including the circle driveway in front of the building, the festival green in the back of the building and the sculpture garden on the west side of the building for one day event 12/05/22.

<u>"CLASS B" LIQUOR LICENSE</u> (June 30, 2023) (NEW)

No. Name

Address

3569 Champs Bar & Grill, LLC (Champs Sports Bar & Grill) 1501 Indiana Avenue



Res. No. 63 - 22 - 23. By Alderpersons Mitchell and Filicky-Peneski. September 6, 2022.

A RESOLUTION authorizing the appropriate City officials to enter into a Leave of Absence Administration Services Agreement with Flores & Associates, LLC.

WHEREAS, the City is required by Federal and Wisconsin law to provide employees leaves of absence as provided by the Family Medical Leave Act; and

WHEREAS, the City is required to provide reasonable accommodation to employees who would qualify under the Americans with Disabilities Act; and

WHEREAS, the amount of compliance associated with both of these laws is significant leading to a high volume of staff time and effort being dedicated to these processes; and

WHEREAS, the City is looking for additional ways to support the Human Resources Department that is currently struggling to fill vacancies; and

WHEREAS, the rules are being suspended in order to adopt this Resolution immediately due to the fact that the Human Resources Department is shortstaffed and it is important to have someone oversee these issues for the City.

NOW, THEREFORE, BE IT RESOLVED: That the City Administrator is hereby authorized to execute the Leave of Absence Administration Services Agreement with Flores & Associates, LLC, a copy of which is attached hereto.

BE IT FURTHER RESOLVED: That the appropriate City officials may draw funds from Account No. 101144-531100 (Human Resources - Contracted Services) in payment of the Monthly Administration Charge pursuant to Schedule A to the agreement.

Suspend Rules Adopt Res I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the day of , 20 . Dated ______, City Clerk Approved 20 . , Mayor

Leave of Absence Administration Services Agreement

This Leave of Absence Administration Services Agreement (the "Agreement") for administrative services is made by and between Flores & Associates, LLC ("Service Provider") and the City of Sheboygan (collectively, the "Employer").

SECTION 1. DEFINITIONS

- A. "Accommodation" means modification of working conditions and/or expectations (1) to enable an employee to perform the essential functions of his or her position notwithstanding a disability; or (2) to resolve a conflict between a working condition or expectation and an employee's sincerely held religious belief.
- B. "Accommodation Policies" shall mean all policies, programs, and practices of the Employer that are established and intended to comply with any applicable laws requiring accommodations for disabilities and/or religious conflicts.
- C. "Administrative Charges" mean the fees for Service Provider's Services under this Agreement as more fully described in Schedule A, which is incorporated herein and attached to the Agreement.
- D. "Affiliates" means the Employer and any other entity that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, the Employer.
- E. "FMLA" means the federal Family and Medical Leave Act, and regulations promulgated thereunder.
- F. "ADA" means the federal Americans With Disabilities Act.
- G. "Effective Date" means the first day of the first month following the month that the Employer executes this Agreement.
- H. "Employee" shall mean employees of the Employer only and shall include all Employees working in the United States, including full time, part time, and new hires.
- I. "State Leave Laws" shall mean state laws governing qualifying leaves of absence for employees due to personal reasons substantially similar to those enumerated in the FMLA.
- J. "Leave of Absence Policies" shall mean all policies, programs, and practices of the Employer that are established and intended to comply with any applicable Leave Laws requiring an Employer to permit an Employee to be absence from work.
- K. "Leave of Absence" shall mean a period during which an Employee is absent from work as permitted by the Employer's Leave of Absence policies.
- L. "Leave" shall mean excused time off of work for a reason covered by applicable federal, state, or local law and/or Employer's Leave of Absence policies.

SECTION 2. SCOPE OF SERVICES

A. Service Provider agrees to provide certain administrative services specified in Schedule B (hereinafter referred to as the "Services") which is incorporated herein and attached to this Agreement, relating to the Employer's Leave of Absence Policies and Accommodation Policies for the fees and charges hereinafter specified. Service Provider shall perform such Services at the direction of and with the express consent of the Employer. Service Provider and the Employer agree that Employer shall be the final decision-maker as to the determination of an Employee's request for Leave.

- B. Service Provider shall be responsible for determining eligibility in accordance with all instructions and information provided by the Employer, including, but not limited to, information regarding each Employee's worksite state and employment status. Employer shall be responsible to provide to Service Provider all information, including the date of hire, hours worked, and prior Leave usage, that Service Provider deems necessary to determine whether an Employee is eligible to take Leave. Employer shall provide Service Provider with an eligibility file for each Employee within four (4) business days of i) Employer being notified of an Employee's request for Leave, or ii) Service Provider's written request
- C. Service Provider further acknowledges that Employer has empowered Service Provider to act on Employer's behalf in connection with the Services described herein only as expressly stated in this Agreement. Service Provider's performance of Services hereunder shall be subject to Employer's review and approval and shall be in accordance with Employer's interpretation of any applicable federal, state, or local laws.
- D. The Services to be provided by Service Provider shall be limited to Employees whose Leave commences on or after the Effective Date and Accommodation requests made on or after the Effective Date of this Agreement. If an Employee is on an approved Leave or has an approved Accommodation as of the Effective Date of this Agreement, Service Provider will handle administration of the Leave or Accommodation but will not be responsible for correspondence and administration of such Leave prior to the Effective Date.
- E. Service Provider shall not be held liable for any breach of this Agreement caused by (1) Employer's failure to perform its obligations and duties hereunder in a timely and accurate manner, (2) Employer or an Employee's failure to provide Service Provider with timely and accurate information, or (3) any event or circumstance beyond the reasonable control of the Service Provider.
- F. Service Provider shall perform all duties described in Schedule B.
- G. Employer shall perform all duties described in Schedule C.

SECTION 3. FEES AND CHARGES

- A. The Administrative Charges for Service Provider's Services shall be as specified in Schedule A.
- B. Subject only to any applicable rate guarantees specified herein, Service Provider shall have the right to change or modify the Administration Charges or any portion thereof from time to time, subject to the provisions herein, provided that Service Provider gives Employer written notice specifying such change at least thirty (30) days prior to the effective date of the change. The rates of fees and charges specified in Schedule A shall not be modified prior to five years from the Effective Date.

SECTION 4. MODIFICATION OF EMPLOYER'S POLICIES AND PROCEDURES ON FMLA AND STATE LEAVE

A. Employer shall provide written notification to Service Provider of any modifications or amendments to its usual and customary practices regarding Leave and/or Accommodations during the Term and shall provide Service Provider with a copy of any such modifications or amendments. Such communication shall also set forth the effective date of such modification or amendment. B. Service Provider shall determine (1) whether it will provide services in accordance with the modifications, (2) and whether the modifications will change the Administrative Charges described in Schedule A. If Service Provider agrees, in its sole discretion, to provide such services, then the date for implementation of new services to support the modification or amendment, as it affects Service Provider, will be based on a reasonable appraisal of the effect thereof on Service Provider's functions and duties under this Agreement.

SECTION 5. REPRESENTATIONS AND WARRANTIES REGARDING LEGAL COMPLIANCE

Service Provider shall be responsible for advising the Employer on policy updates to ensure they comply with current laws and best practices. Employer is responsible for providing final policies to the Service Provider, as distributed to employees. Service Provider shall be responsible for providing services in conformance with the law, unless otherwise directed by the Employer and agreed upon by both parties.

SECTION 6. TERM AND TERMINATION

- A. The term of this Agreement commences on the Effective Date and continues until the date on which the Agreement is terminated by either party as provided herein (the "Term").
- B. This Agreement may be terminated by either party by providing the other party written notice its intent to terminate the Agreement ("Notice of Termination"). The Notice of Termination shall be effective thirty (30) days after receipt thereof (the "Termination Date").
- C. Termination of this Agreement shall not discharge any obligations owed by Service Provider or Employer under Section 7 ("Record Retention and Review"), Section 8 ("Confidentiality"), Section 9 ("Indemnification"), Section 10 ("Legal Actions and Proceedings") and Section 12 ("Dispute Resolution"), nor shall it discharge Employer's obligation to pay Service Provider any amounts due as of the Termination Date.
- D. Employer shall be responsible for any costs associated with copying or compiling any records or data in Service Provider's possession that it wishes to retain after the Termination Date.

SECTION 7. RECORD RETENTION AND REVIEW

Service Provider shall maintain records covering Leave and Accommodation requests managed by Service Provider, and the Services performed with respect to such Leave and Accommodation request, in any manner reasonably requested by Employer. Service Provider shall maintain the records consistent with federal and state law or for a minimum of three (3) years following the Termination Date. Any duly authorized representative of Employer shall have the right to examine or audit such records upon reasonable notice to Service Provider during Service Provider's normal business hours; provided, however, that Service Provider shall have the right to condition access to or review of such records upon the execution of written agreements to protect and preserve the privacy of confidential or proprietary information about Service Provider or its business practices which may be contained in or inferable from such records.

SECTION 8. CONFIDENTIALITY

All documents, records, reports, and data, including data recorded in Service Provider's data processing systems, related to the receipt, processing, and administration of Leave request and Accommodations ("Employer Documentation"), shall at all times be the property of Employer, subject to Service Provider's right to possession and use during the Term the Agreement, and to Service Provider's right to maintain such Employer Documentation both during and after the Term in such form as Service Provider maintains its business records in the normal course of its business.

- A. Service Provider acknowledges and agrees as follows:
 - The medical information, names, addresses, telephone numbers, dates of birth and all other personal information ("Sensitive Personal Information") pertaining to Employees and their dependents, which Employer may provide Service Provider or which Service Provider may obtain as a result of performing services for Employer under this Agreement, are confidential.
 - 2. "Confidential Information" shall mean information that is not generally known to the public, is subject to a protective order, or that constitutes a trade secret under applicable law, including, without limitation, technical information, know-how, technology, software applications and code, prototypes, ideas, inventions, methods, improvements, data, files, information relating to supplier and customer identities and lists, accounting records, business and marketing plans, and all similar information, and, with respect to the Employer, all information contained in any deliverables and all Sensitive Personal Information, and all copies and tangible embodiments of any of the foregoing (in whatever form or medium); provided, however, Confidential Information does not include any of the foregoing information that: (i) has entered into the public domain through no wrongful act or breach of any obligation of confidentiality by the Recipient or any third party's part; (ii) was in the lawful knowledge and possession of, or was independently developed by, the recipient prior to the time it was disclosed to, or learned by, the recipient, as evidenced by recipient's written records; (iii) was rightfully received from a third party; or (iv) was approved in writing for release by the disclosing party.
 - 3. Advice and instructions provided by Employer's attorney(s) and/or other employees ("Confidential Communications") are confidential.

- 4. Service Provider shall exercise the same degree of care in protecting the confidential nature of the Confidential Information and Confidential Communications as Service Provider exercises to prevent disclosure of its own Confidential Information. Service Provider shall: (a) keep the Confidential Information of the disclosing party confidential and use the Confidential Information solely for the purposes of exercising its rights and performing its obligations under this Agreement; (b) not directly or indirectly reveal, report, publish, disclose or transfer such Confidential Information to any unauthorized third party; (c) use procedures constituting a high degree of care to maintain the security of such Confidential Information and otherwise reasonable under the circumstances; (d) disclose such Confidential Information to its employees, consultants and contractors solely on a need to know basis as required in connection with performance of recipient's duties under this Agreement; and (e) not disclose the fact that the parties have entered into this Agreement or disclose any of the terms or conditions of or other matters being discussed with respect to this Agreement, except as is necessary for legal or tax purposes.
- B. Employer acknowledges and agrees as follows:
 - The documents used by the Service Provider, which Service Provider may provide to Employer or its Employees, are the confidential and proprietary documents of Service Provider. Employer may use the such documents for the analysis of the administration of Leaves serviced under the Agreement, but Employer shall not disclose said documents to any other entity or person.
 - Employer shall exercise the same degree of care in protecting the confidential nature of the Confidential Information as Employer exercises to prevent disclosure of its own confidential information.

SECTION 9. INDEMNIFICATION

A. Service Provider agrees to indemnify and hold Employer and its Affiliates, and their respective directors, officers, employees, agents, and representatives (each, an "Employer Indemnified Party") harmless from any and all liability, loss, damage, fine, penalty or cost (including expenses and reasonable attorney's fees) sustained by Employer Indemnified Party which is the result of Service Provider's negligence, gross negligence, willful misconduct, or breach, violation or failure to comply with the express terms and conditions of this Agreement, unless such negligence, gross negligence, willful misconduct, or breach, violation or failure to comply was the result of or arose out of Employer's breach violation or failure to comply with the express terms and conditions of this Agreement. Employer agrees to indemnify and hold Service Provider harmless from any and all liability, loss, damage, fine, penalty or cost (including expenses and reasonable attorney's fees) sustained by Service Provider which is the result of Employer's negligence, gross negligence, willful misconduct or breach, violation or failure to comply with the express terms and conditions of this Agreement, unless such Employer's negligence, gross negligence, willful misconduct or breach violation or failure to comply was the result of or arose out of Service Provider's breach, violation or failure to comply with the express terms and conditions of this Agreement.

B. Employer agrees to indemnify and hold Service Provider harmless from any and all liability, loss, damage, fine, penalty, or cost (including expenses and reasonable attorney's fees) sustained by Service Provider which is the result of or arises out of Service Provider's performance of Service hereunder that are in accordance with and/or based on Employer's directions, to the extent that such directions differ from FMLA, ADA and State Leave and disability discrimination Laws, regulations, and authoritative guidance and to the extent that Service Provider has notified Employer of such difference and Employer has determined to direct the Service Provider to proceed with such Service contrary to the advice of Service Provider.

SECTION 10. LEGAL ACTIONS AND PROCEEDINGS

- A. Except as limited by the provisions of this Agreement governing defense of actions and indemnification, each party to this Agreement shall be responsible for the costs (including attorney fees) of its participation in any legal actions or administrative proceedings arising out of matters related to this Agreement.
- B. Service Provider and Employer shall promptly advise each other of any threatened or commenced legal actions or administrative proceedings involving any matter relating to or arising out of the Services provided under this Agreement.

SECTION 11. SUBCONTRACTING

- A. Service Provider and Employer expressly acknowledge that Service Provider is an independent contractor, that it is not the representative or agent or partner of Employer. This Agreement shall not be interpreted or construed to create an employment relationship, association, agency, joint venture or partnership between the parties or to impose any liability attributable from such a relationship upon any party.
- B. Service Provider may, as it deems appropriate, engage temporary employees, independent contractors, consultants, or other persons or entities (collectively referred to as "Assistants") to aid Service Provider in performing Service Provider's duties under this Agreement, so long as such Assistants abide by the terms of this Agreement.
- C. Service Provider shall absorb any additional costs incurred as a result of its subcontracting the services to be provided under this Agreement, except in those instances where costs incurred were previously disclosed and approved in writing by Employer.

SECTION 12. DISPUTE RESOLUTION

The following procedures shall apply to any dispute between the parties arising out of this Agreement or related to the activities and undertakings performed thereunder:

- A. If the parties, in good faith, fail or are unable to resolve the dispute informally, thereupon each of the parties shall appoint a duly authorized representative with no prior direct involvement in the dispute to negotiate a resolution of such dispute. The representative so appointed shall promptly confer, in person or by other means, to negotiate a resolution of the dispute. Each party shall bear the cost of the representative it selects to engage in these negotiations.
- B. If such representatives are unable in good faith to negotiate a resolution of the dispute acceptable to all parties within thirty (30) days after so conferring, then either of the Parties is

entitled to refer the dispute to the court. Any action brought by any party hereto shall be brought within the State of Wisconsin, Sheboygan County.

C. Refusal or failure of a party to comply with the foregoing procedures for dispute resolution shall constitute a material breach of this Agreement.

SECTION 13. LAWS GOVERNING CONTRACT; JURISDICTION

This Agreement is governed by, and construed in accordance with, the laws of the State of Wisconsin exclusive of conflicts of law provisions. Service Provider and Employer submit to the exclusive, mandatory jurisdiction and venue of any state or federal court sitting in the State of Wisconsin in any action or proceeding arising out of or relating to this Agreement and agree that all claims in respect of the action or proceeding will be heard and determined in any such court. Each party also agrees not to bring any action or proceeding arising out of or relating to this Agreement in any other court. Each party waives any objection which it may now or hereafter have to the laying of the venue of any such proceeding brought in such a court and any claim that any such proceeding brought in such a court has been brought in an inconvenient forum and waives any bond, surety, or other security that might be required of a party with respect thereto.

SECTION 14. NOTICE

Any notices required or provided for by the terms of this Agreement shall be in writing and shall be sent by regular United States mail, via facsimile, or air express to the addresses below:

If to the Employer:

City of Sheboygan Human Resources Department 828 Center Ave., Suite 201 Sheboygan, WI 53081

If to the Service Provider:

Flores & Associates, LLC 1218 S Church St. Charlotte, NC 28203 Fax: 800-726-9982

Each party shall have the right, at any time, to change its respective address for notice purposes. If a party elects to change its address, it must provide at least fifteen (15) days written notice of its intent to change addresses, and it must simultaneously provide the new address to which subsequent notices should be sent.

SECTION 15. SEVERABILITY

If any provision of this Agreement is determined to be in any respect invalid, such determination shall not nullify any of the other terms of this Agreement.

SECTION 16. MISCELLANEOUS PROVISIONS

- A. Service Provider shall have no power or authority on behalf of Employer to alter, modify, or waive any Leave of Absence Policy or Accommodation Policy of the Employer or to waive on behalf of Employer any breach of any such policies or procedures, or to bind Employer or to waive any of Employer's rights by making any statement or by receiving at any time any notice or information.
- B. Forbearance or waiver of a breach of any provision of this Agreement shall not be construed as nor constitute a waiver of any subsequent breach of such provision, nor shall it be construed as or constitute a waiver or breach of any other provision of this Agreement.
- C. Neither party shall assign this Agreement without the express consent of the other party. This Agreement shall inure to the benefit of the parties, and to the extent permitted by this Agreement, their successors and assigns.
- D. This Agreement may be executed in counterparts each of which shall be deemed an original, all of which together shall constitute one agreement binding on all parties hereto, notwithstanding that all parties have not signed the same counterpart.
- E. This Agreement shall be construed in accordance with its plain meaning, without giving any effect to any implication or interference arising from the fact that it may have been drafted by or on behalf of any party to this Agreement.
- F. This Agreement constitutes the entire Agreement between the parties. Except for changes in the Administration Charge or its components made and permitted by this Agreement, no modification or amendment shall be valid unless executed in writing and signed by authorized representatives of both parties.
- G. Neither Service Provider nor Employer shall have any power or authority to act for or on behalf of the other except as herein expressly granted, and no other or greater power or authority shall be implied by the grant or denial of power or authority specifically mentioned herein.
- H. Service Provider shall not refer to Employer or any of its Affiliates in any media form, including, without limitation, in any advertising, publicity release, sales pitch or presentation, whether orally or in writing, without Employer's prior written approval. Such reference would include, but not be limited to, a general reference or a specific reference to the name of Employer or that the Services were provided to or on behalf of Employer.

[Remainder Intentionally Blank; Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed, by and through their representatives thereunto duly authorized, on the date or dates indicated with the signatures below.

Service Provider: Flores & Associates, LLC	Employer: City of Sheboygan		
Ву:	Ву:		
Title:	Title:		
Date:	Date:		
	Attest:		
	Title:		
	Date:		

This Agreement is authorized by the City of Sheboygan pursuant to Res. _____-22-23.

SCHEDULE A

Fees for Services

Monthly Administration Charge

Employer shall pay Service Provider a monthly charge equal to \$3.25 times number of Employees employed by Employer (and any Employer Affiliate that Service Provider is performing Services for) as of the first day of each month of the Term (the "Administrative Charge"). Employer shall pay the Administration Charge within thirty (30) days of invoice receipt.

SCHEDULE B

Service Provider Duties

- A. Administer Leave requests, both full and intermittent, and the paperwork associated with Accommodations.
- B. Service Provider will not administer vacation, personal, PTO, or sick days.
- C. Determine eligibility of Employee based on Employer provided information. Provide Eligibility Notice any other notices or disclosures at any stage of the process as required by the FMLA or any applicable State Leave Laws.
- D. Perform follow up with the employee and/or their health care provider for clarification on any medical documentation or certification forms.
- E. Analyze and investigate each Leave request in accordance with applicable laws and pursuant to the instructions and directions regarding the Employer's Leave of Absence Policies.
- F. Provide "Designation Notices" as required by applicable federal, state, or local law.
- G. Review the status of each Employee's eligibility for Leave at appropriate intervals during a Leave or Accommodation and determine if the Employee continues to be eligible for Leave and/or an Accommodation.
- H. Notify Employer in writing whenever Service Provider's recommendation regarding an Employee's Leave or Accommodation needs Employer review and approval under the terms of this Agreement. The written notice, to be provided to Employer within 24 hours, shall contain Service Provider's request for a Leave or Accommodation, and a recommendation for resolution. Service Provider will comply with Employer's directions.
- I. Determine availability of Leave time.
- J. Handle inquiries and follow-ups.
- K. Collect, review, and validate certification, documentation, and other necessary paperwork.
- L. Involve a Nurse Case Manager clinical advisory review, when necessary and authorized by Employer.
- M. Recertify Leave periods and Accommodations as appropriate or as allowed by law.
- N. Confirm Return to Work (RTW).
- O. Providing reports to the employer as defined during the implementation period.

SCHEDULE C

Employer Duties

- A. Provide notice to Service Provider of an Employee's request for a Leave or Accommodation within four (4) business days receipt of such request for a Leave or Accommodation.
- B. Provide Employee information as needed to evaluate pending requests for a Leave or Accommodation. Provide report of absence information as it relates to intermittent absences covered under one of the Employer's Leave of Absence Policies. The frequency of the report will be agreed upon by both Parties.
- C. Provide copies of Employer's Leave of Absence Policies and Accommodation Policies, including amendments or revisions, as may reasonable be required for Service Provider to fulfill its obligations under this Agreement.
- D. Act as the decision-maker for ADA Accommodations, including participation in an "interactive process" with the employee to determine if: 1) there are any reasonable accommodations that will allow the employee to perform the essential functions of their job; or 2) if transfer to open positions that the employee would be qualified and able to perform with or without reasonable accommodations is an option; and respond to Service Provide within 48 hours of a requested decision on such accommodations.
- E. Pay the costs of all Employer authorized second or third opinions required for Service Provider to perform its obligations hereunder.
- F. Notify Service Provider promptly of any failure by an Employee to meet the scheduled return to work date.
- G. Communicate all responsibilities and requirements for leave requests to employees in an effective and timely manner.
- H. Designate personnel within human resources and any other appropriate departments to be responsive contact points for Service Provider. Contact points should be able to confirm information, interpret corporate leave policies, and make decisions regarding requested Leave request within a reasonable time period after any request by Service Provider.



FLORES LEAVE SOLUTIONS PROPOSAL FIGTES

A better benefits experience starts here

PREPARED FOR

Better Benefits Experience.

City of Sheboygan

PREPARED BY

Lindsay Lloyd lindsay@leavesolutions.com 414-395-0480

MEET A BETTER BENEFITS **PARTNER**.

ABOUT FLORES

Flores is a premier administrator of employer-sponsored reimbursement plans including Flexible Spending Accounts (FSAs), Health Savings Accounts (HSAs), Health Reimbursement Accounts (HRAs) and Commuter Benefit Accounts (CBAs) as well as Life Balanced lifestyle reimbursement accounts and Student Loan Repayment Assistance. In addition to these account-based benefit options, Flores also handles COBRA and other direct bill services to meet the compliance needs of employers. In 2022, Flores launched a full suite of compliance solutions including Premium Only Plan (POP) administration, Wrap SPDs, Form 5500 preparation, and an HR Compliance Center. Flores has emerged as a leader in the CDHP market through a service model founded upon innovative technology, dedicated professionals, and an uncompromising commitment to remarkable service experiences.

ABOUT FLORES LEAVE SOLUTIONS

Our goal in FMLA administration is to take as much work off the plate of an HR team as possible, including end-to-end leave administration, delivery and collection of all paperwork, and direct communications with employees, supervisors, payroll teams, and disability insurance companies to deliver a complete service experience for the employee while significantly reducing the burden of administration for the employer.

THE FLORES DIFFERENCE



OF CALLS ANSWERED BY A LIVE PERSON



97% RETENTION RATE



74 Net Promoter Score



700,000+ COBRA ELIGIBLE LIVES IN ALL 50 STATES



7,150+ EMPLOYERS

FLORES LEAVE SOLUTIONS FEATURES & PROCESS

Flores Leave Solutions acts as an extension of your HR department by administering the day-to-day burden of FMLA paperwork and provides sound guidance on tricky leave and accommodation issues.

What is Included?

- End-to-end FMLA, state and municipal leave laws, COVID-related leaves, ADA, USERRA, personal leave, and disability management, including paperwork, communication, tracking, and reporting.
- Personalized service for you and your employees, including multiple phone calls and checkpoints throughout the leave process. No automated emails or pre-recorded voicemails.
- Integration with your disability carrier or state insurance programs to streamline the process for the employee.
- Proactive conversations with employees that you suspect are abusing their leaves, allowing you to separate those conversations from other disciplinary action.
- A consistent, conservative, and compassionate approach.
- A dashboard with an overview of your leave of absence trends and the ability to drill down into data.

What is the Process?

Intake

The employee can complete our online request form, email, or call their Dedicated Consultant directly. Alternatively, HR or the employee's supervisor can report it to us and we'll proactively reach out to the employee.

Flores Leave Solutions takes it from there ...

- Explain the process to the employee, answer questions, then send the paperwork (including STD paperwork/instructions). We can send the paperwork directly to their health care provider, if requested.
- 2. Notify HR regarding the new FMLA case. We can customize the communication to specific HR reps based on location/department, etc. We can include supervisors in some or all communications.
- 3. Communicate frequently with the employee about paperwork reminders and assistance.
- 4. Review completed medical certifications and gather more information, if necessary.
- 5. Send the Designation Notice.
- 6. Manage return-to-work status and restrictions.

Flores also:

- Handles Intermittent FMLA Reporting
- · Provides guidance and coaching on ADA accommodations
- Accepts eligibility files in Excel or CSV formats
- Takes over existing leaves at no additional cost
- · Handles most Leave of Absence abuse issues on your behalf



800.532.3327





FLORES LEAVE SOLUTIONS IMPLEMENTATION

Our goal is to provide an implementation experience that is straightforward and collaborative.

60-90 Days Prior to Plan Effective Date

Initial implementation call to discuss:

- Current FMLA practices
- Eligibility file
- Intermittent reporting process
- Communication with HR and supervisors
- Personal leave policies
- Other overlapping benefits (STD, LTD, paid leaves, PTO use, EAP, WC, etc.)
- Rollout communication

Prep work:

- We start building out your templates
- You start gathering data for any takeover leaves and create an eligibility le

Second implementation call to discuss:

- Sample templates customized for your company
- Transferring eligibility and takeover leave data
- Final rollout communication

Post go-live meetings:

- Discuss adjustments to process
- Adjust reports as needed
- Touch base on overall process







FLORES LEAVE SOLUTIONS PRICING

Proposal Valid Until: 10

Effective Date: 60-90 days from signature

Sales Partner:

Lindsay Lloyd lindsay@leavesolutions.com 414-395-0480

ltem 25.

Flores Leave Solutions acts as an extension of your HR department by administering the day-to-day burden of FMLA paperwork and provides sound guidance on tricky leave and accommodation issues.

Why Flores Leave Solutions?

HR Professionals - We are the only leave administrator staffed with HR professionals. We speak your language and understand the big picture when it comes to employment law, best practices, and most importantly, the employee experience.

Extension of Your HR Team - We act as an extension of your HR team, not as a 3rd party administrator. We mirror your company culture and practices and customize all our processes to meet your needs, not the other way around.

No Call Center - Single point of contact for employees. Your dedicated leave consultant gets to know you and your culture for a more fluid experience.

High Touch Process - Multiple touch-points with the employee, the HR team, and managers. No automated emails or pre-recorded messages.

Pricing

Pricing is based upon total employee count. Minimum billing is \$175 per month.

Size (# of EEs)	PEPM Rate
0-249	\$3.50
250-499	\$3.25
500-999	\$3.00
1000-1999	\$2.75
2000+	\$2.50

Company Name: City of Sheboygan

Total Employee Count: 495

PEPM Rate Quoted: \$3.25

Company Representative Name & Title (Printed):

Company Representative Signature:

Company Representative Email:

Date:









Res. No. <u>57 - 22 - 23</u>. By Alderpersons Mitchell and Filicky-Peneski. September 6, 2022.

A RESOLUTION authorizing the appropriate City Officials to enter into a contract with Scott's Excavating, Inc. for the demolition and associated site restoration of the structures located at 2535-2601 North 15th Street (former Jakum's Hall) so as to prepare the site to be offered for future development.

WHEREAS, the City desires to demolish the structures located at 2535-2601 North 15th Street to improve the appearance of the North 15th Street corridor and to prepare the site for future development ("project"); and

WHEREAS, the City has taken the necessary steps to prepare the building for demolition including asbestos and lead abatement and utility disconnect; and

WHEREAS, the City issued a Request for Bids for the provision of the demolition and site restoration services from qualified contractors for the project; and

WHEREAS, Scott's Excavating, Inc. has provided the low bid in the amount of \$86,200.00; and

WHEREAS, staff has confirmed that the bid submitted includes all work required for the project and that Scott's Excavating, Inc. possesses the knowledge and equipment necessary to successfully complete the project.

NOW, THEREFORE, BE IT RESOLVED: That the Mayor and City Clerk are hereby authorized to enter into a contract with Scott's Excavating, Inc. for the Work in substantially similar terms as the attached contract.

FAP

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BE IT FURTHER RESOLVED: That the Mayor and City Clerk are hereby authorized to draw fund for the Work pursuant to the terms of the attached contract as set forth below:

Account No. 202000-531100 (Federal Grants \$86,200.00 Contracted Services)

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the
Common Council of the City of Sheboygan, Wisconsin, on the _____ day of
_____, 20____.
Dated ______, 20____.
Dated ______, City Clerk
Approved ______ 20_____, Mayor

AGREEMENT

BETWEEN THE CITY OF SHEBOYGAN, WISCONSIN AND SCOTT'S EXCAVATING, INC. FOR THE DEMOLITION OF STRUCTURES AND ASSOCIATED SITE RESTORATION OF THE BUILDINGS LOCATED AT 2535 TO 2601 N. 15th STREET

This Agreement ("Agreement") is made and entered into effective this _____th day of _____, 2022 (the "Effective Date"), by and between the City of Sheboygan (the "City"), a municipal corporation, and Scott's Excavating Inc. ("Contractor").

WITNESSETH:

- WHEREAS, the City owns the structure and real property located at 2535 to 2601 North 15th Street, Sheboygan, Parcel ID No. 59281718350 (the "Property"); and
- WHEREAS, the Property has become dilapidated such that the City desires to demolish the structure, including footings and foundations, and to restore the site to an erosion- and dust-free condition in order to prepare the Property for future affordable housing development of; and
- WHEREAS, the City issued Request for Bids # 2015-22 to obtain bids from qualified providers of demolition and site restoration services ("Services"); and
- WHEREAS, the City has opened the bids, and determined that the bid from Contractor ("Bid") is the lowest responsive and responsible bid for the Services; and
- WHEREAS, Contractor desires to provide the City with the necessary Services under the terms set forth in this Agreement.
- NOW, THEREFORE, the parties hereto agree as follows:

Article 1. <u>Scope of Services</u>

Contractor shall perform all work as specified in Exhibit 1 (the "Services").

Contractor shall provide all labor, machinery, equipment, licenses, permits, bonds, and travel expenses to safely and skillfully complete the project and shall dispose of all materials generated during the project in a lawful manner (the "Disposal"). Contractor shall be responsible for obtaining all applicable City permits and paying all applicable permit fees prior to beginning work. The City of Sheboygan does not waive permitting fees for City of Sheboygan Departmental projects.

Contractor shall be responsible for furnishing, erecting, and maintaining suitable barricades, warning signs, flashers, fencing, and other protective equipment to properly protect and safeguard its personnel and the public during all phases of the Services. Contractor will need to plan the work in advance of mobilization and coordinate with the City's Representative. The public rights-of-way impacted by the project shall remain open to traffic during the project.

Article 2. Standard of Care

Contractor shall complete the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances ("Standard of Care"). The City's Representative shall be the sole judge of the adequacy of Contractor's work in meeting the Standard of Care; however, the City's Representative shall not unreasonably withhold its approval as to the adequacy of Contractor's performance. Upon notice to Contractor, Contractor will, without additional compensation, correct or replace any and all Services not meeting the Standard of Care which appear within a period of one year from the date of final payment of the Contract.

Contractor shall be responsible to repair any damage incurred during the Services.

The materials installed as a result of this Agreement shall be fully warranted against defects by the Contractor for one (1) year from date of final acceptance. Upon receipt of notice of defect from the City, the Contractor shall promptly correct or replace any and all materials or workmanship found to be defective. All manufacturer's warranties shall also apply and be honored by Contractor.

Article 3. City's Representative

The City designates Bernard Rammer, Purchasing Agent as the City's Representative for purposes of this Agreement. If the City's Representative deems it appropriate, the City's Representative may consult with other employees of the City, or may retain an appropriate outside expert to assist with the management of this Project.

If the City's Representative or Engineer observes any work performed by the Contractor to not be in conformity with the Agreement, the City's Representative(s) will report that to the Contractor. The City's Representative(s) will have authority to stop any portion of the work not in conformity with the Agreement until the City has investigated and decided upon an appropriate procedure.

Article 4. Compensation

The City shall pay Contractor for the Services an amount not to exceed \$86,200.00 ("Contract Amount"). Upon completion of Services, Contractor shall submit an invoice to the City. Unless additional services are added to the Services, pursuant to the process set forth in this Agreement, in no event shall the invoiced amount exceed the "not to exceed" amount. The invoice shall be sent to:

Bernard Rammer City of Sheboygan 828 Center Ave. Sheboygan, Wisconsin 53081

Payment will be remitted to Contractor within forty-five (45) days of invoice receipt. Additional services not set forth in Exhibit 1, or changes in the Services must be approved by the City, in writing, prior to such work being performed, or expenses incurred. The City shall not make payment for unauthorized work or expenses.

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

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

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

Article 5. <u>Appropriation of Funds</u>

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

Article 6. Performance and Payment Bond

Contractor shall, within ten (10) days of the execution of this Agreement by the Common Council of the City of Sheboygan, provide the City with a Performance Bond and a Payment Bond in the amount of one hundred percent (100%) of the contract amount. Failure by Contractor to perform the work in a timely or satisfactory fashion may result in forfeiture of Contractor's Performance Bond. Failure by Contractor to make necessary payments to suppliers or subcontractors may result in forfeiture of Contractor's Payment Bond. If the Surety on any bond furnished by Contractor becomes a party to supervision or liquidation, or its right to do business in the State of Wisconsin is terminated, Contractor shall, within thirty (30) calendar days thereafter, substitute another bond or surety, both of which must be acceptable to the City.

Article 7. <u>Schedule</u>

Contractor may commence work as soon as this Agreement has been fully executed, the Contractor has completed all conditions precedent to beginning the Services, and the City has provided Contractor with a Notice to Proceed. All work shall be coordinated with the City's Representative. No work may occur on weekends, holidays without prior approval from the City's Representative. Contractor shall complete the services within 120 calendar days of commencement, or within such extra time as may have been allowed by a mutually agreed extension (the "Deadline").

The Parties agree that no charges or claims for damages shall be made by Contractor for any delays or hindrances, from any cause whatsoever, during the progress of any portion of the services specified in the Agreement. Such delays or hindrances, if any, may be compensated for by an extension of time for a reasonable period as may be mutually agreed upon between the Parties, it being understood however, that permitting Contractor to proceed to complete any service, or any part of the services /

project, after the date to which the time of completion may have been extended shall, in no way operate as a waiver on the part of the City of any of its rights herein.

Article 8. Liquidated Damages

In the event that Contractor does not complete the Services by the Deadline or the alternative final agreed upon completion date, there shall be deducted from any monies due or that may become due to Contractor, for each and every calendar day that the work remains uncompleted, a sum of Two Hundred and 50/100 Dollars (\$250.00) per calendar day. This sum shall be considered and treated not as a penalty but as fixed, agreed, and liquidated damages due the City from Contractor by reason of inconvenience to the public, added cost of supervision, and other items which have caused an expenditure of public funds resulting from his failure to complete the work. Permitting Contractor to continue and finish the Services or any portion of the Services after the time set forth in the Schedule shall in no way be construed as a waiver on the City's part of any rights under this Agreement.

Article 9. Workmanship and Quality of Materials

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

Article 10. Safety Requirements

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

Contractor shall provide the necessary safeguards including, but not limited to, warning signs and barricades, to avoid all necessary hazards and protect the public, the work, and the property at all times, including on days when no work is being done. The City shall not be responsible for any loss or damage to the project materials prior to their installation or to Contractor's tools and equipment from any cause whatsoever.

Article 11. Open Records

Both parties understand that the City is bound by the Wisconsin Public Records Law and, as such, this contract is subject to that law. Contractor acknowledges that it is obligated to assist the City in retaining and producing records that are subject to Wisconsin Public Records Law, and that the failure to do so shall constitute a material breach of the contract, and that Contractor must defend and hold the City harmless from liability under that law. Except as otherwise authorized, those records shall be maintained for a period of seven (7) years after receipt of Final Payment under the Agreement.

Article 12. Termination

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

event the City terminates this Agreement prior to when a Notice to Proceed is issued, the City shall have no liability to Contractor.

If Contractor defaults or fails to fulfill in a timely and proper manner its obligations pursuant to this Agreement, the City may, seven (7) days after written notice has been delivered to Contractor, and without prejudice to any other remedy it may have, make good such deficiencies, and may deduct the cost thereof from the payment then or thereafter due to Contractor. In the alternative the City may, at its option, terminate this Agreement and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by Contractor, and may finish the project by whatever method it may deem expedient. In case the expenses incurred by the City (including payments previously made to Contractor) shall be less than the sum which would have been payable under the Agreement if it had been completed by Contractor, Contractor shall be entitled to receive the difference. However, in case such expense shall exceed the sum which would have been payable under the Agreement, Contractor will be liable and shall pay to the City the amount of said excess. By taking over prosecution of the work, the City does not forfeit the right to recover damages from Contractor or its surety for failure to complete the work in the time specified.

Article 13. Default

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

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

The City shall send Contractor a written notice of default. If Contractor, within a period of seven (7) days after such notice, fails to remedy the default, then the City shall have full power and authority, without violation of the Agreement, to take the prosecution of the work out of the hands of Contractor, as set forth in this Agreement.

Article 14. Identity of Contractor

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

Article 15. Independent Contractor Status

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

Article 16. Indemnification

Contractor is responsible to the City for the acts and omissions of its employees, subcontractors, and any other persons performing any of the work under a contract with Contractor. As such, to the extent permitted by law, Contractor shall defend and hold the City, including its officials, agents, and employees, harmless from all liability, including, but not limited to, losses, damages, costs, attorney's fees, expenses, causes of action, claims, or judgments resulting from claimed injury, death, damage to property, or loss of use of property or any person or legal entity arising out of or in any way connected with the performance of work or work to be performed under this Agreement.

Contractor shall reimburse the City for any costs, expenses, judgments, and attorney's fees paid or incurred, by or on behalf of the City, its officials, agents, or employees, or paid for on behalf of the City, its officials, agents, or employees by insurance purchased or self-insurance provided by the City.

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

Article 17. Insurance

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

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

a. Workers' Compensation Insurance – Contractor shall acquire and maintain, for the duration of the Agreement, Workers' Compensation Insurance that meets all statutory requirements. In the event this Agreement authorizes any work to be subcontracted, Contractor shall require

any subcontractor to similarly provide Workers' Compensation Insurance in accordance with all statutory requirements.

b. Commercial General Liability Insurance – Contractor shall acquire and maintain, for the duration of this Agreement, Commercial General Liability Insurance with a policy limit of at least \$2,000,000 per occurrence and \$2,000,000 in the aggregate.

The proof of insurance referenced above shall require the insurance company to notify the City at least thirty (30) days prior to the expiration, cancellation, non-renewal, or material change in the coverage. The Certificate Holder on the proof of insurance should be listed as:

City of Sheboygan, Wisconsin 828 Center Ave., Suite 110 Sheboygan, Wisconsin 53081

The proof of insurance must contain an original signature.

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

Article 18. Conflict of Interest

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

Article 19. Waiver

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

Article 20. Severability

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

Article 21. Assignment

Neither the City nor Contractor shall assign any rights or duties under this Agreement without the prior written consent of the other party. Such written approval by the City shall not relieve the Contractor of the obligations incurred by the Contractor under the terms of this Agreement.

Article 22. Third Party Rights

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and Contractor. Nothing in this Agreement shall create any contractual relationship between any subcontractor and the City. Contractor agrees to bind every approved subcontractor (and every subcontractor of a subcontractor) by the terms of this Agreement as far as applicable to that subcontractor's work, unless specifically noted to the contrary in a subcontract approved in writing as adequate by the City. The City's Representative shall have the authority to consent to a subcontract as being adequate.

Article 23. Governing Law and Venue

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

Article 24. Non-Discrimination

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

Article 25. Compliance with Laws

In performing the Services under this Agreement, Contractor shall comply with any and all applicable federal, state, and local statutes, ordinances, plans, and regulations. This includes all safety requirements as set forth by the Wisconsin Administrative Code and all applicable OSHA Standards.

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

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

Article 26. Notices

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

City:

Contractor:

City Clerk	Scott's Excavating, Inc.
City of Sheboygan	W3234 County Rd. J
828 Center Ave.	Sheboygan Falls, WI 53085
Sheboygan, Wisconsin 53083	

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

Article 27. Intent to be Bound

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

Article 28. Force Majeure

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

Article 29. Integration and Modification

This Agreement may be modified only by a written amendment signed by both parties hereto. This Agreement consists of the following parts, each of which is as fully a part of this Agreement as if fully set out herein:

- 1. This Agreement and its Attachments
- 2. Any Written Amendment to the Agreement which may be delivered or issued after the Effective Date of the Agreement (including Change Orders)
- 3. All Other Submittals by Contractor
- 4. The Performance and Payment Bonds
- 5. Federal Terms and Conditions Addendum

(collectively "the Contract").

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

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

Article 30. Non-Collusion

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

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

Article 31. Other Provisions

- 1. Material Safety Data Sheet. If any item(s) on an order(s) resulting from this Agreement is a hazardous chemical, as defined under 29 C.F.R. 1910.1200, Contractor shall provide one (1) copy of a Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy with the invoice(s).
- 2. Advertising and News Releases. Reference to or use of the City, or any of its departments, officials, or employees, for commercial promotion is prohibited. News releases pertaining to this procurement shall not be made without prior approval of the City's Representative. Release of broadcast e-mails pertaining to this procurement shall not be made without prior written authorization of the City's Representative.
- 3. Foreign Corporation. A foreign corporation (any corporation other than a Wisconsin corporation) which becomes a party to this Agreement is required to conform to all the requirements of Wis. Stat. Ch. 180 relating to a foreign corporation, and must possess a certificate of authority from the Wisconsin Department of Financial Institutions, unless the corporation is transacting business in interstate commerce or is otherwise exempt from the requirement of obtaining a certificate of authority.
- 4. Guaranteed Delivery. Failure of the Contractor to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the Contractor liable for all costs in excess of the Agreement price when alternate procurement is necessary. Excess costs shall include the administrative costs and other costs attributable to the delay.
- 5. Authority. Each person executing this Agreement on behalf of a party hereto represents and warrants to the other party: That the execution and delivery of this Agreement has been duly authorized, that the person or persons executing this Agreement have the full power, authority,

and right to do so, and that such execution is sufficient and legally binding on such party to enable this Agreement to be enforceable in accordance with its terms.

- 6. Intent of Contract Documents.
 - a. The intent of this Agreement is to include in the contract price the cost of all labor and materials, water, fuel, tools, plants, equipment, light, transportation, and any other expenses that may be necessary for the proper execution and completion of the work included in the Agreement.
 - b. In interpreting the Agreement, words describing materials that have a well-known technical or trade meaning shall be construed in accordance with such well known meanings unless otherwise specifically defined

Article 33. Incorporation of Required Clauses and Conditions

To the extent any applicable federal statute, regulation, or executive order requires any clause or condition to be included or incorporated into this contract between the City of Sheboygan and the contractor, and that term or condition has not been expressly included or incorporated, it is included or incorporated by reference. To the extent Contractor is required, by this contract or by any applicable federal statute, regulation, or executive order, to include or incorporate any clause or condition into its subcontracts or Contractor agrees to ensure that any term.

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

CITY OF SHEBOYGAN, WISCONSIN

SCOTT'S EXCAVATING, INC.

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Ryan Sorenson, Mayor

ATTEST:

Meredith DeBruin, City Clerk

DATE: _____

BY:_____

ATTEST: _____

DATE: _____

EXHIBIT 1

Item 26.

REQUEST FOR BIDS

2015-22

CITY OF SHEBOYGAN

Demolition of Commercial

Structure



2533 to 2601 North 15th Street, Sheboygan WI 53081

This project is funded through ARPA (American Rescue Plan Act) funding.

CITY OF SHEBOYGAN DEMOLITION OF COMMERCIAL STRUCTURE REQUEST FOR BIDS # 2015-22

Bids will be received by the City of Sheboygan Purchasing Agent until 1:00 p.m. Local Time, Tuesday August 16, 2022 for the complete demolition and associated site restoration of a commercial property located at 2601 North 15thth Street, Sheboygan WI

In order to be considered, Sealed bids on approved forms, are to be received no later than the date and time above in the office of the Purchasing Agent, City of Sheboygan City Hall, 828 Center Avenue, Sheboygan, WI 53081.

A single contract will be awarded for providing all services as defined.

Detailed specifications may be obtained at no cost by contacting Bernard Rammer, Purchasing A gent at (920) 459-3469 or via email at <u>bernard.rammer@sheboyganwi.gov</u>

In order to be considered, bids must be accompanied by a Bid Bond or Certified check in an amount not less than 5% of the total lump sum bid to act as surety that if awarded the work, the bidder will successfully complete the contract phase.

A Performance and Payment b ond in an amount not less than 100% of the lump sum bid amount will be required to be provided to the City of Sheboygan within ten days of receipt of t he notice of award. All bids received must remain in effect for not less than 90 days following the due date.

Attention is called to the fact that this project is funded through the American Rescue Plan Act (ARPA) grant. The bidder's attention is also called to the Notice for the Requirement of Affirmative Action to insure Equal Employment Opportunity for employment of women and minorities in the project area. In addition, it is the policy for this project that minority business enterprises shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funding under this agreement.

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

A Mandatory pre-bid conference will be held on **Tuesday July 26**, **2022** Beginning at 1:00 PM at the Property. In order to be considered, all bidders must have a representative in attendance at the pre-bid conference.

The successful contractor shall maintain, and furnish a certificate of insurance to the Purchasing Agent for Worker's Compensation Insurance for all workers on this contract, as well as Public Liability and Property Damage Insurance, including Contractors Contingent and Protective Insurance, as will protect him and any subcontractor performing work covered by this contract, from claims for damages for personal injury, including accidental death as well as claims for property damages which may arise from operations under this contract.

The contract document will accompany a City of Sheboygan Purchase Order referencing the terms and conditions of the bid documents.

All bids received shall remain in force for not less than (90) Ninety days following the bid due date.

The City of Sheboygan is exempt from Federal Excise Tax and State Sales Tax. Bids shall be made exclusive of these taxes. Certification will be furnished to the successful bidder upon request.

The City of Sheboygan reserves the right to reject any or all bids, cancel this solicitation, to waive informalities in the bidding process, or to accept any bid considered most advantageous to the City of Sheboygan.

Bernard R. Rammer Purchasing Agent

1.1GENERAL

- A. The Bidder shall visit and examine the site to acquaint himself with the adjacent areas, means of approach to the site, means of equipment ingress, conditions of actual job site, and facilities for delivering, storing, placing and handling of materials and equipment.
- B. Contractors shall inform themselves of all the conditions under which the work is to be performed concerning the site of the work, the structure of the ground, the obstacles which may be encountered, whether shown on the plans or not, and all other relevant matters concerning the work to be performed.
- C. The Contractor to whom a Contract is awarded will not be allowed any extra compensation by reason of any such matters or things concerning which the Contractor did not inform himself prior to submitting a proposal. The successful Contractor must employ, as far as possible, such methods and means in the carrying out of his work as will not cause any interruption or interference with the operation of the facility or with any other Contractors.
- D. The Contractor is expected to base his bid price on materials and equipment complying fully with the Contract Drawings and Specifications, and in the event, he names or includes in his bid materials or equipment which do not conform, he will, if awarded a contract, be responsible for furnishing materials and equipment which fully conform at no change in his contact price.
- E. Contractor must satisfy themselves by personal examination of the locations of the proposed work and by such other means as they may prefer as to the correctness of any quantities listed in the Bid, and shall not, after submission of their Bid, dispute or complain of such estimate, nor assert that there was any misunderstanding in regard to the nature or amount of work to be done.
- F. Before submitting a Bid, each Contractor should read the complete Contract Documents, including Invitation to Bid, Instructions to Bidders, the Form of Contract, and the Specifications, all of which contain provisions applicable not only to the successful Contractor, but also, to any of his subcontractors.

1.2 INTERPRETATION OF DRAWINGS AND SPECIFICATIONS

A. Bidders shall bring inadequacies and omissions or conflicts to the Owners attention at least five days before the due date for bids. Prompt clarification will be supplied to the Bidders by addendum.

- B. Signing of the Contract will be considered as implicitly denoting that the Contractor has thorough comprehension of the project and scope of the Contract Documents.
- C. Neither the Owner nor the Engineer will be responsible for oral instructions.

1.3 **BID REQUIREMENTS:**

- A. Each Contractor shall submit only one Bid.
- B. Each Contractor must submit with his Bid, special data, if any, in respect to items of equipment, alternates, or other items which any section of the Contract Document requires to be submitted with each Bid.

1.4 SUBMISSION OF BIDS

- A. Sealed bids must be made on the form provided and will be received by the Owner
- B. Each Proposal shall be firmly sealed in an envelope labeled "Bid for Demolition of commercial structures" and delivered to the office designated in the Invitation to Bid.
- C. All proposals are to be made out in accordance with the Instructions and on the Bid Form included in this document.
 - D. Bid amounts shall be inserted in words and in figures and in case of conflict, written word amounts will govern.
 - E. Addenda issued during the time of bidding shall become a part of the Contract Documents. Bidders shall acknowledge receipt of each addendum in their bids.
 - F. The list of Subcontractors, if any, will be required to be submitted with the bid and the Bidder shall submit in writing the names of prospective subcontractors and material suppliers for the Owner's approval prior to their employment.

1.5 WITHDRAWAL OF BIDS

- A. Bids may be withdrawn by written request received from Bidder or his agent <u>prior to</u> the time fixed for opening of bids, without prejudice to the right of the Bidder to file a new bid. Withdrawn bids will be returned unopened. Negligence on the part of the Bidder in preparing his bid confers no right for withdrawal of the bid after it has been opened.
- B. No bid may be withdrawn for a period of 90 days after the day set for the opening thereof.

1.6 PERFORMANCE AND BID BONDS

- A. All bidders will be required to submit a bid bond for 5 percent of the total amount of the bid.
- B. A Performance and Payment Bond, in an amount not less than 100.
 percent of the contract amount will be required and provided within (10) days of receipt of the notice to proceed.

1.7 NOTICE OF ASBESTOS MATERIALS

- A. Asbestos is known to be present in the area to be impacted by the project. The majority of the Asbestos Containing Materials that are required to be <u>removed prior to</u> standard machine demolition have been already removed by a licensed Asbestos Abatement Contractor.
- B. There are a number of building elements that because of their nature, and the difficulty associated with removing them prior to demolition have not yet been removed from the property. The handling, removal, transportation and disposal of these elements in accordance with WI Dept. of Natural Resources will be the **responsibility of the demolition contractor. SEE BELOW**

1.8 RESERVATIONS

A. The Owner reserves the right to reject all bids, or any bid, or to waive any informality in any bid, or to accept any bid which will best serve the interests of the Owner.

1.9 COMMENCEMENT AND COMPLETION

A. The successful bidder must agree to commence work on or before a date to be specified in a written "Notice to Proceed" and to fully complete the work within 90 consecutive calendar days thereafter. Completion time will be converted to a specific date at the time the "Notice to Proceed" is issued.

The Owner anticipates commencement of work in 3rd Quarter 2022 or as soon as possible following contract ratification.

1.10 POWER OF ATTORNEY

A. Attorney's-in-fact who sign bid bonds or contract bonds must file with eachbond a certified and effectively dated copy of their power of attorney.

PROJECT SUMMARY

This project involves the demolition of the commercial structures including footings, foundations personal property and selective asbestos containing building elements and related structures of the commercial buildings located at 2533-2601 North 15th Street in Sheboygan WI.

Further, the owner will provide the services of a third- party Engineering firm to work with the Contractor to assure that proper compaction of the materials used to backfill the sub-grade areas of the site is achieved in an effort to prepare the site for future development.

The structure was a former Grocery Store/Meat Market a portion of which was later changed into banquet hall. On the second level are two small apartments. There is a partial basement under the structures. It is believed that at some point the main structure was joined to some smaller structures under one roof.

> Square Footage is as follows First Floor/second floor..... 19,803 square Feet Below Grade: 3,092 square Feet DIVISION 1 -GENERAL REQUIREMENTS

1.1 **PROTECTION OF PERSONS**

A. Work shall be executed in compliance with the Federal Occupational Safety and Health Act and the Wisconsin Administrative Code, Chapter 35, Safety in Construction.

1.2 APPLICATION OF THIS DIVISION OF THESPECIFICATIONS

- A. The work is subject to the requirements of the Instructions to Bidders and this Division 1.
- B. The Contractor is fully responsible for seeing that no work shown is inadvertently left out.

1.3 INTENT OF CONTRACT DOCUMENTS

A. The Sections of the Contract Document and the Contract Drawings are complementary and what is called for by any one shall be binding as if called for by all. The intention of the Contract Document is to include in the contract price the cost of all labor and materials, water, fuel, tools, plants, equipment, light, transportation, and all other expenses as may be necessary for the proper execution and completion of the work included in the Contract.

- B. In interpreting the Contract Documents, words describing materials which have a well-known technical or trade meaning unless otherwise specifically defined in the Contract Documents, shall be construed in accordance with such well known meanings recognized by Architects, Engineers, and the trade.
- C. Any work shown on the Contract Drawings and not covered in the Contract Specifications, or included in the Contract Specifications and not shown on the Contract Drawings, shall be executed by the Contractor as though both shown on the Contract Drawings and included in the Contract Specifications. If the Contract Drawings and the Specifications should be contradictory in any part, the Contract Specifications shall *govern*.

1.4 SCOPE OF WORK

A. The Contract work shall include the furnishing of all labor, materials, equipment, transportation, appliances and services necessary to complete all work shown or reasonably inferred on the drawings and/or as described in the specifications.

The work as specified, will be paid at a lump sum price, which shall be payment in full for razing, breaking down, and removals; for obtaining all permits; for off-site disposal of razed materials; and for providing all labor, tools and equipment necessary to complete the work and for providing disposal site transaction records in accordance with this request for bid.

Detailed Scope of Work:

- Obtain Demolition Permit
- Locate for Underground Utilities
- Erect silt curtains or place silt socks as needed/required
- Disconnect Two (2) water laterals in street at water main and replace street pavement
- Disconnect Sanitary Sewer lateral in Street and cap to a watertight condition.
- Replace Pavement in street as required
- Remove and dispose of Two Light poles in Parking Lot.
- Remove and dispose of any remaining personal property.
- Remove any materials identified in report by Northstar Environmental Not previously removed by abatement Contractor such as fluorescent lighting, thermostats and asbestos containing materials.
- Remove building slabs
- Remove foundation and basement walls, footings and basement slabs.
- Pavement in parking lots and alley that is not disturbed by the demolition activities is to remain in place .
- The Contractor will be responsible to remove the driveway approach from N. 15th Street to the small parking lot to the North of the Building.

- The Contractor will be responsible for the replacement of concrete curb and gutter following driveway approach removal of the North Parking Lot in accordance with City of Sheboygan Regulations
- Wood fencing around perimeter of the site is to remain in place.
- Planting beds surrounded by wood landscape timbers are to remain in place unless they are in the way of, or disturbed by demolition of the structures.
- The City will contract separately with an independent engineering firm to provide compaction testing and documentation of the sub-grade areas which are to be back-filled by the Contractor. The Contractor will work closely with the third party Engineering firm to assure the testing is completed and desired proctor standards are achieved.
- There are Utility poles on the East, South and North facades of the building. These are to remain in place during and following demolition and restoration of the site. The pole to the East abuts the rear wall of the structure and there are several phone and cable TV wires passing over the structure and servicing adjoining residential properties that will need to be protected during demolition and restoration.
- Saw cutting of the existing asphalt pavement where it meets the building may be required to assure a clean edge
- Areas backfilled and compacted are to be covered in screened topsoil, seeded with good quality grass seed and mulched/covered with straw.

1.5 **OWNER'S REPRESENTATIVE**

- A. All work under this Contract will be regularly viewed by the Owner's Representatives. Owner's Representatives will regularly visit the site of the project and observe the work for conformity with the Contract Documents, and will immediately report any lack of conformity to the Contractor.
- B. The Owner's Representatives will have authority to stop any portion of the work not in conformity with the Documents until the Owner has investigated and decided upon procedure.
- C. No work aside from that performed during the regular work week will be allowed unless prior due notice is given to the Owner or to the Owner's Representatives. Any work performed without prior notice and approval to do so may be required to be removed for inspection at Contractor's expense.

1.6 **SUPERINTENDENCE**

- A. The Contractor will give personal superintendence to the work, or have at the site of the work, at all times, a competent foreman, superintendent, or other representative, satisfactory to the Owner and having the authority to act for the Contractor.
- B. Insofar as is practicable, and excepting in the event of discharge by the

Contractor, or in the event of proven incompetence, the individual who has been accepted by the Owner to represent the contractor shall so act, and shall follow without delay instructions of the Engineer/Owner in the prosecution of the work in conformity with the contract.

1.7 LABOR

A. The Contractor shall employ none but competent and skilled workmen and foremen in the prosecution of work on this Contract. The Owner shall have the authority to order the removal from the work any Contractor's employee who refuses to or neglects to obey any of its instructions or those of the Engineer or Inspectors, relating to the carrying out of the provisions and intent of the provisions of the Contract, or who is incompetent, unfaithful, abusive, threatening or disorderly in his conduct, and any such person shall not again be employed on this project.

1.8 FIRE PROTECTION

A. The Contractor shall provide and maintain an adequate number of hand fire extinguishers and take all other precautions necessary to prevent fires, and shall conform to local Fire Department regulations.

1.9 LAWS, REGULATIONS, FEES AND PERMITS

- A. The Contractor shall comply with all Federal, State and Local laws, ordinances, rules and regulations and all State and Federal agencies having jurisdiction.
- B. Contractor shall obtain and pay for all necessary permits, fees and inspections required by such agencies.
- C. Contractor shall pay for legitimate costs required by private utility and communication companies.

1.10 WATCHMEN AND OTHER SAFEGUARDS

- A. The Contractor shall provide the necessary safeguards including, but not limited to, warning signs and barricades to prevent accidents, to avoid all necessary hazards, and protect the public, the work and the property at all times, including Saturdays, Sundays, holidays and other times when no work is being done.
- B. Neither the Owner nor the Engineer shall be responsible for any loss or damage to the project materials, tools, equipment, etc., from any cause whatsoever.

1.11 CODES AND STANDARDS

- All materials and workmanship shall comply with all applicable codes, specifications, local ordinances, industry standards and utility company regulations.
- B. In case of difference between building codes, specifications, state laws, local ordinances, industry standards and utility company regulations and the Contract Documents, the most stringent shall govern. The Contractor shall promptly notify the Engineer in writing of any such difference.
- C. <u>Non-compliance</u>: Should the Contractor perform any work that does not comply with the requirements of the applicable building codes, state laws, local ordinances, industry standards and utility company regulations, Contractor shall bear all costs arising in correcting the deficiencies.
- D. Applicable Codes and Standards shall include all state laws, local ordinances, utility company regulations, and the applicable requirements of the following nationally accepted Codes and Standards:
 - 1. Building Codes:
 - a. ICC Codes.
 - b. National Electrical Code.
 - c. Wisconsin Administrative Code.
 - d. National fire Code
 - 2. Industry Standards, Codes and Specifications:
 - a. AIEE- American Institute of ElectricalEngineers
 - b. ANSI American National Standards Inst.
 - c. ASME- American Society of Mechanical Engineers
 - d. ASTM- American Society of Testing Materials
 - e. IPCEA- Insulated Power Cable EngineersAssoc.
 - f. NBS- National Bureau of Standards
 - g. NEMA- National Electrical Manufacturers Assoc
 - h. NFPA- National Fire ProtectionAssoc.
 - i. OSHA- Occupational Safety and Health Act
 - j. UL- Underwriters Laboratories
 - k. MSS Manufacturers Standardization Society
 - I. AISC American Institute of Steel Construction
 - m. AWS American Welding Society

1.12 CUTTING AND PATCHING

A. The Contractor shall be responsible for all required cutting, etc., and shall make all required repairs thereafter to satisfaction of the Engineer, but in no case shall the Contractor cut into any major structural element, beam or column without the written approval of the Engineer.

1.13 INSURANCE AND LIABILITY

- Α. The Contractor and the Surety will be held responsible for and shall save the Owner harmless from all liability for damages occasioned by the digging up, use or occupancy of the street, alley, highway, public grounds and private grounds or which may result therefrom, or which may result in any way from the negligence or carelessness of the Contractor, his agents, employees or workmen; or by reason of the elements, unforeseen or unusual difficulties, obstructions, or obstacles encountered in the prosecution of the work; and they shall indemnify the Owner for and save it harmless from all claims and liabilities, actions and causes of action, and liens for materials furnished or labor performed in the construction or execution of the work, and from all costs, charges and expenses incurred in defending such suits or actions, and from and against all claims and liabilities for injury or damage to persons or property emanating from defective or careless work methods, or from and against all claims or liabilities for royalties, license fees, actions, suits, charges and expenses or damage from infringement for reason of the use of any invention or improvement in tools, equipment or plant or any process, device or combination of devices used in the construction of the work.
- B. The Contractor shall not commence work under a Contract until he has obtained all insurance required under this paragraph and has filed certificates thereof with the Owner, nor shall the Contractor allow a Subcontractor to commence work until all similar insurance required has been so obtained and filed.
- C. Workmen's Compensation
 - Statutory coverages as required by chapter 102 of the Revised Statutes of the State of Wisconsin and all acts amendatory thereof and supplementary thereto, for all employees of the contractor. All subcontractors shall furnish to the Contractor and to the Owner, evidence of similar insurance for all of their respective employees unless such employees are covered by the protection afforded by the contractor.
- D. Comprehensive General Liability and Property Damage Insurance
 - Coverage to include operations; contractor's protective insurance, products coverage and completed operations; contractual coverage; underground coverage; blasting, explosion and

collapse; all subject to the following limits:

2.	Bodily Injury	\$1,000,000 per Person
		\$2,000,000 Aggregate
3.	Property Damage	\$500,000 per Occurrence
		\$500,000 Aggregate

- E. Comprehensive Automobile Liability and Property Damage
 - 1. Operation of owned, hired and non-owned motor vehicles:

2.	Bodily Injury	\$1,000,000 per Person
		\$1,000,000 per Occurrence
3.	Property Damage	\$1,000,000 per Occurrence

F. If the Contractor is using the services of another firm or utilizing equipment owned by another firm, Contractor shall be responsible for the provision of a certificate of insurance for each firm.

1.14 LAWS TO BE OBSERVED

A. The Contractor shall give all notices and comply with all Federal, State and Local laws, ordinances and regulations in any manner affecting the conduct of the work and all such orders and degrees as exist, or may be enacted by bodies or tribunals having any jurisdiction or authority over the work, and shall indemnify and save harmless the Owner against any claim or liability arising from, or based on, the violation of any such law, ordinance, regulation, order or decree, whether by himself or his employees.

1.15 PUBLIC SAFETY AND CONVENIENCE

A. The Contractor shall at all times so conduct his work as to insure the least possible obstruction to traffic and the least possible inconvenience to the general public and to the employees of the Owner.

1.16 USE OF JOB SITE

- A. The Contractor shall confine his equipment, apparatus, the storage of materials and operations of his workman to limits indicated by the law, ordinances, permit or directions of the Owner and shall not encumber the premises with his materials.
- C. The Contractor shall not load or permit any part of the structure to be loaded with a weight that will endanger its safety. The contractor shall observe and enforce the Owner's instructions regarding signs, advertisements, fires and smoke.
- D. The property adjoins residential properties on three sides and a moderately busy City Street at the front. The Contractor is responsible to assure proper dust control while demolition and restoration activities are underway in accordance with both City Ordinance and State of WI DNR

regulations and guidelines.

1.17 SCHEDULE OF VALUES

A. The Contractor shall within ten (10) days of receipt of notice to proceed, submit a complete breakdown of the Contract Amount showing the value assigned to each part of the work, including an allowance for profit and overhead. Upon approval of the breakdown of the Contract Amount by the Engineer/ Owner, it shall be used as the basis for all Requests for Payment.

1.18 REQUESTS FOR PAYMENT

- A. The Contractor may submit periodically but not more than once each month a Request for Payment of work done on the site and materials delivered and stored on the site. The Contractor shall furnish the Engineer all reasonable facilities required for obtaining the necessary information relative to the progress and execution of the work. Payment for materials stored on the site will be conditioned upon evidence submitted to establish the Owner's title to such materials. Each Request for Payment shall be computed from the work completed on all items listed in the Schedule of Values, less 10% to be retained until final completion and acceptance of the work and less previous payments.
- B. The Contractor shall be required to file waivers of lien from all suppliers, subcontractors, etc., with the Owner prior to receiving payment on the project.

1.19 RELEASE OF LIENS

A. The Contractor shall deliver to the Owner a complete release of all liens arising out of this Contract before the retained percentage or before the final Request for Payment is paid. If any lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner such amounts as the Owner may have been compelled to pay in discharging such liens, including all costs and a reasonable attorney's fee.

1.20 PATENTS

A. The Contractor shall pay for all royalties and license fees. The Contractor shall defend all suits or claims for infringement of any patent rights and shall save the Owner harmless from loss on account thereof.

1.21 COOPERATION WITH OWNER

A. Personnel in the employ of the Contractor or any of his subcontractors, either directly or indirectly, are prohibited from using any existing facilities on adjacent property or trespassing in or about adjacent facilities.

1.22 SUBCONTRACTS

- A. The Contractor shall notify the Owner, in writing, of the names of the subcontractors proposed on the Contract and shall not employ any subcontractors until the Owner's approval in writing has been obtained.
- B. The Contractor agrees to be fully responsible to the Owner for the acts or omissions of his subcontractors and of anyone employed directly or indirectly by him or them, and this Contract obligation shall be in addition to the liability imposed by law upon the Contractor.
- C. Nothing contained in the Contract documents shall create any contractual relationship between any subcontractors and the Owner. The Contractor agrees to bind every subcontractor (and every subcontractor of a subcontractor) by the terms of the General and special Provisions of the Contract, the Contract Drawings and Specifications, as far as applicable to his work, unless specifically noted to the contrary in a subcontract approved in writing as adequate by the Owner.

1.23 ASSIGNMENT OF CONTRACT

- A. No assignment by the Contractor of any construction contract, or any part thereof, or of the funds to be received there under by the Contractor, will be recognized, unless such assignment has had the written approval of the Owner and the Surety has been given due notice of such assignment and has furnished written consent thereto. Such written approval by the Owner shall not relieve that Contractor of the obligations incurred by him under the terms of this Contract. In addition to the usual recitals in assignment contracts, the following language must be set forth:
- B. "It is agreed that the funds to be paid to the assignee under this assignment are subjected to a prior lien for services rendered or materials supplied for the performance of the work called for in said contract in favor of any persons, firms, or corporations rendering such services or supplying such materials".

1.24 OTHER CONTRACTS

A. The Owner may award other contracts for additional work at the site of the project (or other locations) and the Contractor shall fully cooperate with such other Contractors and carefully fit his own work to that provided under other contracts as may be directed by the Owner. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor.

1.25 OWNER'S RIGHT TO DO WORK

A. If the Contractor neglects to prosecute the work to be performed on this Contract properly, or fails to perform any provision of this Contract, the Owner, after three days' written notice to the Contractor and his Surety, may, without prejudice to any other remedy he may have, make good such deficiencies and may deduct the cost thereof from the payment due the Contractor.

1.26 TERMINATION BY THE CONTRACTOR

A. If the Owner fails to make payment through no fault of the Contractor for a period of thirty (30) days after such payment is due in accordance with the Contract Documents, the Contractor may, upon seven (7) days written notice to the Owner terminate the Contract and recover from the Owner payment for all work executed and for any proven loss sustained upon any materials, equipment, tools, and construction equipment and machinery including reasonable profit and damages.

1.27 TERMINATION BY THE OWNER

A. If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents or fails to perform any provision of the Contract, the Owner may, after seven (7) days written notice to the Contractor and without prejudice to any other remedy he may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor or, at his option, may terminate the Contract and take possession of the site and of all material, equipment, tools and construction equipment and machinery thereon owned by the Contractor and may finish the work by whatever method he may deem expedient, and if the unpaid balance of the Contract sum exceeds the expense of finishing the work, such excess shall be paid to the contractor, but if such expense exceeds such unpaid balance, the Contractor shall pay the difference to the Owner.

1.28 CHANGES IN THE WORK

- A. The Owner without invalidating the Contract may order changes in the work consisting of additions, deletions, or modifications, the Contract Sum and the Contract Time being adjusted accordingly. All such changes in the work shall be authorized by written Change Order signed by the Owner.
- C. The Contract Sum and the Contract Time may be changed only by Change Order.
- D. The cost or credit to the Owner from a change in the work shall be determined by mutual agreement before executing the work involved.

1.29 CORRECTION OF WORK

A. The Contractor shall correct any work that fails to conform to the requirements of the Contract Documents where such failure to conform appears during the progress of the work, and shall remedy any defects due to faulty materials, equipment or workmanship which appear within a period of one year from the date of final payment of the Contract or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents. The provisions of this Article apply to work done by Subcontractors as well as to work done by direct employees of the Contractor. The obligations of the Contractor under this paragraph shall be in addition to and not in limitation of any obligations imposed upon him by special guarantees required by the Contract Documents or otherwise prescribed by law.

1.30 SANITARYCONVENIENCE

A. Addressed in specifications below. No sanitary facilities are available. The Contractor is responsible to provide temporary facilities.

1.31 CLEANING UP AND FINAL INSPECTION

A. The Contractor shall at all times keep the site of the work free from accumulation of waste material or rubbish caused by his employees on the construction work, and at the completion of the work he shall remove all his rubbish from and about the work and all his tools, equipment, scaffolding, and surplus materials, and shall leave the competed work clean and ready for use. In case of dispute, the Owner may remove the rubbish and surplus materials and charge the cost to the several Contractors, if more than one is employed on the project, in proportion to the amounts as shall be determined by the Owner to be just.

1.32 OWNER'S RIGHT TO WITHHOLD CERTAIN AMOUNTS AND MAKE APPLICATION

- A. The Owner may withhold from payments to the Contractor, in addition to retained percentage, such an amount or amounts as may be necessary to cover:
 - 1. Payments that may be earned or due for just claims for labor or materials furnished in and about the work.
 - 2. For defective work not remedied.
 - 3. For failure of the contractor to make proper payments to the Subcontractors.
 - 4. Reasonable doubt that this Contract can be completed for the balance then unpaid.
 - 5. Evidence of damage to another Contractor.
 - 6. Liquidated damages due to failure to meet contract completion dates.

- C. The Owner will disburse and shall have the right to act as agent for the Contractor in disbursing such funds as have been withheld pursuant to this paragraph to the part or parties who are entitled to payment therefrom. The Owner will render to the Contractor a proper accounting of all such funds disbursed in behalf of the Contractor.
- D. The Owner also reserves the right, even after full completion and acceptance of the work, to refuse payment of the final ten percent (10%) due the contractor until it is satisfied that all Subcontractors, material suppliers and employees of the Contractor have been paid in full.

1.33 CHANGES-PAYMENT

- A. The Owner may, in accordance with the rules of its Common Council, authorize changes in the work to be performed or the materials to be furnished under the provisions of this Contract.
- B. Adjustment, if any, in the amounts to be paid to the Contractor by reason of any such changes shall be determined by one or more of the following methods:
 - 1. By an acceptable lump sum or unit price proposal by the Contractor.
 - 2. On a cost-plus limited basis not to exceed a specified limit (defined as the cost of labor, materials and insurance) plus a specified percentage of the cost of such labor, materials and insurance provided the specified percentage does not exceed fifteen percent (15%) of the aggregate of the cost of such labor, materials and insurance, and shall in no event exceed a specified limit.
- E. No claim for an addition to the contract price will be valid unless authorized as aforesaid.
- F. In cases where a lump sum proposal is submitted by the Contractor in Excess of Five Hundred Dollars (\$500.00) and the Owner considers the proposal so submitted is excessive or unreasonable for the changes or added work contemplated; the Owner reserves the right to request a proposal for the same changed items from other Contractors. If a proposal for such added work is obtained from other Contractors at a lesser amount, the Owner reserves the right to make an award of such work to another Contractor, unless the Contractor on this Contract agrees to do the added work or changed work for the price named by the other Contractor.

E. It shall be expressly understood and hereby agreed to by the Contractor that no claim for extra work will be recognized by the Owner unless same has been ordered, in writing, by the Owner, or unless claim for such added work has been filed by the Contractor within five (5) days after the end of the calendar month in which such alleged work was performed. Inspectors and Resident Engineers are not authorized to act for the Owner in giving orders for the Owner for extra or additional work, either in writing or verbally.

1.34 DEDUCTION FOR UNCORRECTED WORK

A. If the Owner deems it expedient to accept work damaged or not done in accordance with the Contract, an equitable adjustment will be made with a proper deduction from the contract price for unsatisfactory work.

1.35 FINAL ACCEPTANCE OF THE WORK

A. The Contract shall be deemed as having been finally accepted by the Owner when all remaining items of concern have been rectified to the satisfaction of the owner.

1.36 CORRECTION OF WORK AFTER FINAL PAYMENT

A. Neither the final payment on this Contract by the Owner nor any provision in these Contract Documents shall relieve the Contractor or Surety of the responsibility for negligence in the furnishing and installation of faulty materials or for faulty workmanship which shows up within the extent of the period provided by law nor of the responsibility of remedying such faulty workmanship and materials.

1.37 OWNER'S RIGHT TO USE UNCOMPLETED WORK

A. The Owner shall have the right to take possession of and use portions of the work prior to final acceptance without waiving rights against the Contractor or his Surety for defects in the work or failure to complete same in its entirety.

1.38 PAYMENTS

A. Pay estimate periods shall close on the last day of each calendar month so that completed estimates can be computed for processing. On each partial payment during the progress of the project, the Owner will retain an amount in accordance with Chapter
 66.29 Wisconsin Statutes. No payment will be made for material stored at the job site.

1.39 **DELAYS**

- A. If the work of the Contractor is delayed because of any acts or omissions of any other Contractor, the Contractor shall have no claim against the Owner on that account other than an extension of time.
- B. In case any action in court is brought against the Owner or Engineer, or any officer or agent of either of them, for the failure, omission or neglect of the Contractor, utility company or Owner of other facilities within the project area to perform any of the covenants, acts, matters or things by this Contract undertaken, or for injury or damage caused by the alleged negligence of the Contractor or his subcontractors or his or their agents, or in connection with any claim based on lawful demands of subcontractors, workmen, material men, or suppliers, the Contractor shall indemnify and *save* harmless the Owner and Engineer and their officers or agents, from all losses, damages, costs, expenses, judgments or decrees arising out of such action.

1.40 Hazardous Materials

A: Asbestos Removal

Many of the materials identified as containing Asbestos have already been removed from the site by a Licensed abatement Contractor.

There are a number of additional materials still in place that will need to be handled by the demolition Contractor DURING demolition. These materials will need to be transported and disposed of in a State of WI WDNR Licensed landfill and cannot be re-used or recycled. These materials have been marked or delineated with bright orange paint and will be identified during the mandatory pre-bid walkthrough of the property.

The DEMOLITION Contractor will be responsible for the careful removal of these materials, placement into separate, poly lined and covered containers and transportation to and disposal of the materials into a licensed landfill, including all associated recordkeeping.

The Asbestos Abatement Contractor (City) will remove any ACM's in the Electrical panels following disconnection of the building from electrical power and prior to start of demolition.

The City's Asbestos Abatement Contractor will remove any air cell pipe insulation found under the floor of the banquet hall (See Below) following exposure to same by the demolition Contractor. The Demolition contractor will be expected to work closely with the City and its abatement Contractor to carefully expose this material and protect it from damage until it can be lawfully removed by the Abatement Contractor.

. A copy of the entire Northstar Environmental report(s) is included with the bid documents

Tar on Brick	Corridor 1	10 ft ²	Cat. I non-friable / On brick	
Window Caulk	Corridor 1 Shed	2 ft ² (2 each) 1 ft ² (1 each)	Cat. I non-friable / On brick	
Floor Perimeter Tar	Storage Room 5	13 ft ² (152 linear ft)	Cat. I non-friable / On concrete	
Glass Block Window Caulk (interior/exterior)	Storage Room 5	3 ft ² (70 linear ft)	Cat. I non-friable / On concrete block	
Door Frame Caulk	Exterior: Storage Room 5	1 ft ² (24 linear ft)	Cat. I non-friable / On concrete block	
Tar on Fiberglass Duct Insulation			Cat. I non-friable / On Metal	
³ Roofing Materials & Tars	Roofs	18,000 ft2	Cat I Non-Friable / Assumed	

The Materials to be removed and disposed of by the Demolition Contractor include:

In the basement stairwell below the banquet hall there is an asbestos containing insulated steam pipe that goes through the concrete wall to the North. It is unclear where the pipe goes. The Contractor will need to carefully expose this pipe so that the City's abatement Contractor can carefully remove the asbestos containing insulation

1.41 Federal Provisions

Background

The American Rescue Plan Act ("ARPA") was passed in March 2021. ARPA provided \$65 billion in recovery funds for cities across the country. The City of Sheboygan (the "City") received an allocation of recovery funds (the "ARPA funds"), and has approved the use of a portion of its ARPA funds to demolish this structure and prepare the land for future development.

Purpose of this Agreement

In order to receive the ARPA funds, the City agreed to certain obligations. Broadly speaking, the City is required to comply with all applicable federal statutes, regulations, and executive orders, and to "provide for such compliance by other parties in any agreements it enters into with other parties relating to [the ARPA funds]."

EQUAL OPPORTUNITY CLAUSE (EO 11246)

(For Contractors – Federally Assisted Construction Contracts)

During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin.

The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action 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. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

- 2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- 3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- 4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 5. The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 6. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 8. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order

unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

- 9. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.
- 10. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.
- 11. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

INCORPORATION OF REQUIRED CLAUSES

The City of Sheboygan and Contractor recognize that because the work to be completed under this contract is anticipated to be funded, at least in part, with funding from the federal government, certain federal statutes, regulations, and executive orders are potentially applicable to this contract.

Compliance with Applicable Law and Regulations

For the avoidance of doubt, Contractor agrees to comply with any applicable federal statutes, regulations, and executive orders while completing its work under this contract.

Statutes and regulations prohibiting discrimination applicable to this contract may include, without limitation:

- 1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance
- 2. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability
- 3. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance
- 4. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance
- 5. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 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
- 6. Section 109 of the Housing and Community Development Act of 1974, which prohibits discrimination on the basis of race, color, national origin, sex, age, or handicap under any program or activity funded in whole or in part with funds made available under this title.

Federal regulations applicable to this contract may include, without limitation:

- 1. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. Part 200), other than such provisions as Treasury may determine are inapplicable and subject to such exceptions as may be otherwise provided by Treasury universal Identifier and System for Award Management (SAM) (2 C.F.R. Part 25) (including the award term set forth in Appendix A to 2 C.F.R. Part 25)
- 2. Reporting Subaward and Executive Compensation Information (2 C.F.R. Part 170) (including the award term set forth in Appendix A to 2 C.F.R. Part 170)
- 3. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement) (2 C.F.R. Part 180) (including the requirement to include a term or condition in all lower tier covered transactions)

4. Recipient Integrity and Performance Matters

Drug-Free Workplace (31 C.F.R. Part 20)

- 5. New Restrictions on Lobbying (31 C.F.R. Part 21)
- 6. Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations
- 7. Generally Applicable Federal Environmental Laws and Regulations

Encouragement to Contractor

Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (April 18, 1997), the City encourages contractor to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), the City encourages its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

Incorporation of Required Clauses and Conditions

To the extent any applicable federal statute, regulation, or executive order requires any clause or condition to be included or incorporated into this contract between the City of Sheboygan and the contractor, and that term or condition has not been expressly included or incorporated, it is included or incorporated by reference.

To the extent Contractor is required, by this contract or by any applicable federal statute, regulation, or executive order, to include or incorporate any clause or condition into its subcontracts or Contractor agrees to ensure that any term

Incorporation of Required Clauses:

- 1. To the extent any federal regulation requires the inclusion or incorporation of any term or condition in the agreement between the City of Sheboygan and the contractor, and that term or condition has not been expressly included or incorporated, it is included or incorporated by reference.
- 2. Contractor agrees to ensure that any term or condition it is required to include in any subcontract or purchase order is included.

CITY OF SHEBOYGAN Building Razing Bid # 2015-22 Demolition of Former Banquet Hall Bidder's Proposal Form

BIDS DUE Tuesday August 16, 2022 1:00 p.m.

City of Sheboygan

Attention: Bernie Rammer, Purchasing Agent

828 Center Avenue

Sheboygan, WI 5308l

To Whom It May Concern:

.

We hereby propose to provide all supervision, labor, materials, machinery, tools, equipment, permits, and services required to raze and dispose of razed materials, and personal property for the buildings located at 2533-2601 North 15th Street, Sheboygan, including disconnection of sewer and water utilities, removal and lawful transportation and disposal of certain asbestos containing materials, removal and lawful disposal of items restricted from landfills such as fluorescent fixtures, household chemicals, thermostats containing mercury, tires, paints and coatings, site restoration in accordance with the bid documents and restoration of elements in the right of way including <u>curb and gutter</u> and landscape restoration necessary to assure the site is returned to a dust free condition at the price indicated:

BASE BID \$_____

If awarded the bid we would expect to begin work as soon as possible following contract ratifications and securing the proper permits

We agree to complete the work in accordance with the bid documents and furnish the required certificate of insurance prior to commencing work.

Respectfully submitted,	
FIRM'S NAME	
ADDRESS	
City	
SIGNATURE	
TITLE	
DATE	
Email	

COMPLETE AND RETURN THIS FORM WITH YOUR BID

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of their knowledge and belief, that:

- No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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 any Federal contract, grant, loan, or cooperative agreement.
- 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any 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, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Ch. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Date: _____

Signature of Contractor's authorized official

(Print name of person signing above)

(Print title of person signing above)

COMPLETE AND RETURN THIS FORM WITH YOUR BID CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

Federal Executive Order 12549 requires that all contractors receiving individual awards, using federal funds and all subrecipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from doing business with the Federal Government. By signing below, Contractor certifies that its organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify your bid. Information on debarment is available at the following websites: www.sam.gov and https://acquisition.gov/far/index.html.

Your signature certifies that neither you nor your principal is presently disbarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Date: _____

Signature of Contractor's authorized official

(Print name of person signing above)

(Print title of person signing above)

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 § 200.333. Contractor further certifies that it will retain all records as required by 2 CFR § 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 §200.323, 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 th will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, an 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. Byrd Anti-Lobbying Amendment (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 Byrd 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 supplem 232 by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federary

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. **Note: this paragraph is not applicable to contracts paid for <u>solely</u> with ARPA SLFRF moneys.**

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 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 subrecipients 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 §200.322, 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 § 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 § 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. §§ 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.§§ 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. § 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. §§ 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. §§ 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 support 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 § 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. **Incorporation of Required Clauses and Conditions.** To the extent any applicable federal statute, regulation, or executive order requires any clause or condition to be included or incorporated into this Contract between the City of Sheboygan and the Room Tax Commission, and that term or condition has not been expressly included or incorporated, it is included or incorporated by reference.

STANDARD TERMS AND CONDITIONS

1.0 SPECIFICATIONS: The specifications in this request are the minimum acceptable. When specific manufacturer and model numbers are used, they are to establish a design, type of construction, quality, functional capability and/or performance level desired, unless otherwise specified. When alternates are bid/proposed, they must be identified by manufacturer, stock number, and such other information necessary to establish an acceptable equivalency. The City shall be the sole and final judge of equivalency.

2.0 HOW TO AMEND A REQUEST FOR BID, PROPOSAL OR QUOTE:

- 2.1 Public Works Projects are subject to Wis Stats 66.0901(5): If a person submits a bid or proposal for the performance of public work under any public contract to be let by a municipality and the bidder claims that a mistake, omission or error has been made in preparing the bid, the bidder shall, before the bids are opened, make known the fact that an error, omission or mistake has been made. If the bidder makes this fact known, the bid shall be returned to the bidder unopened and the bidder may not bid upon the public contract unless it is re-advertised and relet upon the readvertisement. If a bidder makes an error, omission or mistake and discovers it after the bids are opened, the bidder shall immediately and without delay give written notice and make known the fact of the mistake, omission or error and that it was not caused by any careless act or omission on the bidder's part in the exercise of ordinary care in examining the plans or specifications and in conforming with the provisions of this section. If the discovery and notice of a mistake, omission or error causes a forfeiture, the bidder may not recover the moneys or certified check forfeited as liquidated damages unless it is proven before a court of competent jurisdiction in an action brought for the recovery of the amount forfeited, that in making the mistake, error or omission the bidder was free from carelessness, negligence or inexcusable neglect.
- 2.2 Non-Public Work Projects: After a Request for Bid/Proposal/Quote has been filed with the City of Sheboygan Purchasing Department, the responder may submit an amended response BEFORE THE DUE DATE AND TIME set in the request. All the conditions and provisions of the original Bid/Proposal/Quote will be in effect. No submittals or amendments w accepted after the due date and time of the request. This does not preclude the City from requesting addit

information and/or clarification.

- **3.0 DEVIATIONS AND EXCEPTIONS:** Deviations and exceptions from original text, terms, conditions, or specifications shall be described fully, on the bidder's/proposer's letterhead, signed, and attached to the request. In the absence of such statement, the bid/proposal shall be accepted as in strict compliance with all terms, conditions, and specifications and the bidders/proposers shall be held liable.
- **4.0 QUALITY:** Unless otherwise indicated in the request, all material shall be new, newest model year, and free from defects. Items which are used, demonstrators, obsolete, seconds, or which have been discontinued are unacceptable without prior written approval by the City.
- **5.0 QUANTITIES:** The quantities shown on this request are based on estimated needs. The City reserves the right to increase or decrease quantities to meet actual needs.
- 6.0 DELIVERY: Deliveries shall be F.O.B. destination freight prepaid and included unless otherwise specified.
- 7.0 PRICING AND DISCOUNT: The City qualifies for governmental discounts. Unit prices shall reflect these discounts.
 - **7.1** Unit prices shown on the bid/proposal or contract shall be the price per unit of sale (e.g., gal., cs., doz., ea.) as stated on the request or contract. For any given item, the quantity multiplied by the unit price shall establish the extended price; the unit price shall govern in the bid/proposal evaluation.
 - 7.2 Prices established in continuing agreements and term contracts may be lowered due to general market conditions.

- **8.0 RESPONSES TO REMAIN OPEN:** Responses must remain open and will be deemed to be open and subject to acceptance until awarding of the bid/proposal is finalized, or a minimum of sixty (60) days unless otherwise specified.
- **9.0** ACCEPTANCE-REJECTION: The City reserves the right to accept or reject any or all bids/proposals, to waive any technicality in any bid/proposal submitted, request clarification of any bid/proposal, award a bid/proposal that is not the lowest price, and to accept any part of a bid/proposal as deemed to be in the best interests of the City.
- **10.0 GUARANTEED DELIVERY:** Failure of the Contractor to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the Contractor liable for all costs in excess of the contract price when alternate procurement is necessary. Excess costs shall include the administrative costs and other costs attributable to the delay.
- **11.0 CONTRACT AND EXECUTION OF CONTRACT:** Unless otherwise specified in the bid/proposal, the successful responder agrees to enter into a contract, a copy of which will be on file in the office of the City of Sheboygan Purchasing Department. Contractor shall and will well and truly execute and perform this contract under the terms applicable to the satisfaction of the City, and shall promptly make payment to each and every person or party entitled thereto of all the claims for work or labor performed and materials furnished in the performance of this contract.
- **12.0 ENTIRE AGREEMENT:** These Standard Terms and Conditions shall apply to any contract or order awarded as a result of this request except where special requirements are stated elsewhere in the request; in such cases, the special requirements shall apply. Further, the written contract and/or order with referenced parts and attachments shall constitute the entire agreement and no other terms and conditions in any document, acceptance, or acknowledgment shall be effective or binding unless expressly agreed to in writing by the City.
- **13.0 APPLICABLE LAW AND COMPLIANCE:** This contract shall be governed under the laws of the State of Wisconsin. The Contractor 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 contract and which in any manner affect the work or its conduct. The City reserves the right to cancel this contract if the contractor fails to follow the requirements of s. 77.66, Wis. Stats., and related statutes regarding certification for collection of sales and use tax. The City also reserves the right to cancel this contract with any state or federally debarred contractor or a contractor that is presently identified on the list of parties excluded from federal procurement and non-procurement contracts.
- **14.0 LICENSES AND PERMITS:** Contractor shall have and/or provide any and all licenses and permits required to perform the work specified and furnish proof of such licensing authorization and permits with their bids if required.
- **15.0 ASSIGNMENT:** No right or duty in whole or in part of the Contractor under this contract may be assigned or delegated without the prior written consent of the City.
- **16.0 NONEXCLUSIVE CONTRACT:** Unless otherwise stated, the City reserves the right to purchase work or materials outside of this contract.
- **17.0 NONDISCRIMINATION & AFFIRMATIVE ACTION:** In connection with the performance of work under this contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in 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 contractor further agrees to take affirmative action to ensure equal employment opportunities.

18.0 INDEPENDENT CAPACITY: The parties hereto agree that the contractor, its officers, agents, and employees, in the performance of this agreement shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the City. The contractor agrees to take such steps as may be necessary to ensure that each subcontractor of the contractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint ventur partner of the City.

- 19.0 SAFETY REQUIREMENTS: All materials, equipment, and supplies provided to the City must comply fully
 with all safety requirements as set forth by the Wisconsin Administrative Code and all applicable OSHA
 Standards.
- 4 20.0 WARRANTY: Unless otherwise specifically stated, equipment purchased as a result of this request shall be
 5 warranted against defects by the Contractor for one (1) year from date of receipt. The equipment
 6 manufacturer's standard warranty shall apply as a minimum and must be honored by the Contractor.
- 7 21.0 INSURANCE RESPONSIBILITY: If insurance is required, satisfactory proof of the existence and carriage of
 8 such insurance of the kinds and limits specified will be required.
- 22.0 CANCELLATION: The City reserves the right to cancel any contract in whole or in part without penalty
 due to non- appropriation of funds or for failure of the contractor to comply with terms, conditions, and
 specifications of this contract.
- 12 23.0 OPEN RECORDS: Both parties understand that the City is bound by the Wisconsin Public Records Law, 13 and as such, responses and contracts are subject to and conditioned on the provisions of the law. 14 Contractor acknowledges that it is obligated to assist the City in retaining and producing records that 15 are subject to Wisconsin Public Records Law, and that the failure to do so shall constitute a material 16 breach of the contract, and that the Contractor must defend and hold the City harmless from liability 17 under that law. Except as otherwise authorized, those records shall be maintained for a period of 18 seven (7) years after receipt of final payment under the contract.
- 24.0 MATERIAL SAFETY DATA SHEET: If any item(s) on an order(s) resulting from this award(s) is a hazardous
 chemical, as defined under 29CFR 1910.1200, the Contractor shall provide one (1) copy of a Material
 Safety Data Sheet for each item with the shipped container(s) and one (1) copy with the invoice(s).
- 22 25.0 ADVERTISING AND NEWS RELEASES: Reference to or use of the City, any of its departments, officials, or
 23 employees, for commercial promotion is prohibited. News releases pertaining to this procurement shall
 24 not be made without prior approval of the City. Release of broadcast e-mails pertaining to this
 25 procurement shall not be made without prior written authorization of the City.
- 26.0 HOLD HARMLESS: The Contractor will indemnify, pay the cost of defense including attorney's fees, and
 save harmless the City and all of its officers, agents and employees from all suits, actions, or claims
 of any character brought for or on account of any injuries or damages received by any persons or
 property resulting from the operations of the contractor, or of any of its contractors, in prosecuting work
 under this agreement.
- 31
- 32 27.0 FOREIGN CORPORATION: A foreign corporation (any corporation other than a Wisconsin corporation) 33 which becomes a party to this contract is required to conform to all the requirements of Chapter 34 180, Wis. Stats., relating to a foreign corporation and must possess a certificate of authority from the 35 Wisconsin Department of Financial Institutions, unless the corporation is transacting business in 36 interstate commerce or is otherwise exempt from the requirement of obtaining a certificate of 37 authority. Any foreign corporation which desires to apply for a certificate of authority should contact 38 the Department of Financial Institutions, Division of Corporation, P. O. Box 7846, Madison, WI 53707-39 7846; telephone (608) 261- 7577.
- 40

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

7



Res. No. 59 - 22 - 23. By Alderpersons Felde and Ackley. September 6, 2022.

A RESOLUTION authorizing the appropriate City officials to enter into a contract with Metals Treatment Technologies, LLC ("MT2") for lead remediation from the outdoor Police Shooting Range located at the Wastewater Treatment Facility.

WHEREAS, the Police Department maintains an outdoor practice shooting range consisting of an earthen berm bullet backstop at the east end of the Wastewater Treatment Facility at 3333 Lakeshore Drive; and

WHEREAS, after many years and countless thousands of practice shots, the earthen berm requires remediation to remove the spent lead bullet fragments in order to improve shooting range safety and to protect the soil from lead leachate; and

WHEREAS, lead remediation at the shooting range was contemplated in the 2023 Capital Improvement Plan not to exceed \$45,000; and

WHEREAS, Council subsequently authorized transferring funds from the Transit Fund to the 2022 Capital Project Fund to allow the project to proceed in 2022; and

WHEREAS, the City issued and advertised a Request for Bids from qualified contractors; and

WHEREAS, the lowest bid was from MT2 in the amount of \$32,000.00; and

WHEREAS, City staff has reviewed the bid and determined that it has met all bid specifications and that MT2 has the proper experience and credentials to perform the work in accordance with all applicable standards and environmental regulations and in a timely manner so as to avoid long periods of range unavailability; and

WHEREAS, additional costs related to the project include the removal of trees and vegetation that have established on the earthen berm backstop and removal and disposal of creosote-soaked railroad ties installed within the berm; and

WHEREAS, tree and vegetation removal will be completed by a local landscape contractor and/or the City Parks and Forestry Department prior to the arrival of the reclamation firm; and

WHEREAS, railroad tie removal and disposal will be completed by City staff during the course of the project.

NOW, THEREFORE, BE IT RESOLVED: That the Mayor and City Clerk are authorized to execute a contract with Metals Treatment Technologies, LLC, in the amount of \$32,000.00 for the removal and disposal of lead ammunition fragments and the reconstruction of the earthen berm backstop.

BE IT FURTHER RESOLVED: That any additional costs shall not exceed the overall budgeted amount for this project, which is \$45,000.00.

BE IT FURTHER RESOLVED: That the appropriate City officials are hereby authorized to draw funds for the Work as set forth below:

Account No. 400200-631200 (Capital Projects Public Safety - Building Improvements) \$45,000.00

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of ______, 20____. Dated _______, City Clerk Approved _______ 20_____, Mayor

AGREEMENT BETWEEN THE CITY OF SHEBOYGAN, WISCONSIN AND METALS TREATMENT TECHNOLOGIES, LLC, FOR THE REMEDIATION OF LEAD FROM THE POLICE DEPARTMENT PRACTICE RANGE LOCATED AT THE WASTEWATER TREATMENT FACILITY

This Agreement is made and entered into effective this _____ day of ______, 2022 (the "Effective Date"), by and between the City of Sheboygan, ("City"), a municipal corporation with principal offices at 828 Center Avenue, Sheboygan, WI 53081, and Metals Treatment Technologies, LLC, ("Contractor"), a limited liability company with principal offices located at 14045 W. 66th Avenue, Arvada, Colorado 80004.

WITNESSETH:

- WHEREAS, the City owns real property at 3333 Lakeshore Drive, Sheboygan, Wisconsin, ("Property") whereupon the Sheboygan Police Department ("Department") has long conducted shooting practice; and,
- WHEREAS, after many years and countless thousands of practice shots, the Property's earthen berm requires remediation to remove the spent lead bullet fragments; and,
- WHEREAS, lead remediation from soil is a highly specialized enterprise requiring specialized equipment, licensure and services; and,
- WHEREAS, the City issued and advertised a Request for Bids from qualified contractors; and,
- WHEREAS, Contractor provided the City with the lowest bid and possesses the necessary knowledge, skill, equipment, and labor to provide the desired lead remediation services.
- NOW, THEREFORE, the Parties hereto agree as follows:

Article 1. Scope of Services.

Contractor shall provide all labor, materials, equipment, transportation, appliances and services necessary to complete all work identified or reasonably inferred from the "Scope of Work" and "Pricing" sections identified in the MT2 Bid Submittal dated 8/24/2022, a copy of which is attached as <u>Exhibit 1</u>, and incorporated herein as if fully set forth. Contractor's services shall be performed in accordance with all applicable federal, state and local laws and regulations. Contractor shall be responsible for obtaining all applicable permits and paying applicable permit fees prior to commencement.

Additional services not set forth herein, or changes in Services, must be authorized in writing by the City or its Representative(s) prior to such work being performed or expenses incurred.

Article 2. Standard of Care

Contractor shall be responsible for completion of Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances ("Standard of Care"). The City's Representative shall be the sole judge of the adequacy of Contractor's work in meeting the Standard of Care; however, the City's Representative

shall not unreasonably withhold its approval as to the adequacy of Contractor's performance. Upon notice to Contractor, Contractor will, without additional compensation, correct or replace any and all Services not meeting the Standard of Care.

Contractor shall be solely responsible for all construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under this Agreement. The Contractor must employ, as far as possible, such methods and means in carrying out the work as will minimize disruption to Police Department operations and shall not cause any interruption or interference with the operation of the Wastewater Treatment Plant or with any other contractors.

Article 3. City's Representative.

The City designates the below individuals as its Representatives for purposes of this Agreement (the "City's Representative" or "Owner's Representative"). If the City's Representatives deem it appropriate, the City's Representative may consult with other employees of the City, or may retain an appropriate outside expert to assist with the management of this Project.

Sheboygan Police Department	Wastewater Treatment Facility
Capt. Steve Cobb	Jordan Skiff
1315 N 23 rd St.	3333 Lakeshore Dr.
Sheboygan, WI 53081	Sheboygan, WI 53081

If the City's Representatives observe any work performed by the Contractor to not be in conformity with the Agreement, the City's Representative will report that to the Contractor. The City's Representatives will have authority to stop any portion of the work not in conformity with the Agreement until the City has investigated and decided upon an appropriate procedure.

Article 4. Compensation.

The City shall pay Contractor for the Services an amount not to exceed \$32,000.00 ("Contract Amount"). This amount includes the costs of labor, materials, water, fuel, tools, equipment, transportation and all other expenses as may be necessary for the proper execution and completion of the Services.

Contractor shall submit an invoice to the City upon completion of the Services. City shall pay Contractor within 60 days of receipt. The City shall not make payment for any unauthorized work or expense. The invoice shall be sent to:

City of Sheboygan Finance Department Attn: Bernard Rammer 828 Center Ave. Sheboygan, WI 53081

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

The City may withhold payment, in whole or in part, in addition to a 10% retainage, to the extent necessary to protect itself from loss on account of any of the following:

- Payments that may be earned or due for just claims for labor or materials furnished in and about the work.
- Defective work not remedied.
- Failure of Contractor to make payments due to subcontractors, material suppliers, or employees.
- Reasonable doubt that this Contract can be completed for the balance then unpaid.
- The probable filing of claims by other parties against Contractor which may adversely affect the City.
- Damage to the City or a third party.

The City will disburse, and shall have the right to act as agent for Contractor in disbursing the Withheld Amounts to the party or parties who are entitled to payment. The City will provide the Contractor with a proper accounting of all such funds disbursed on behalf of the Contractor.

The City also reserves the right to refuse payment of the final 10% due to Contractor until the City's Representative is satisfied that all subcontractors, material suppliers, and employees of the Contractor have been paid in full.

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

Article 5. Appropriation of Funds

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

Article 6. Performance and Payment Bond

Contractor shall, within ten days of the execution of this Agreement by the City of Sheboygan, provide the City with a Performance Bond and a Payment Bond in the amount of one hundred percent (100%) of the contract amount.

Failure by Contractor to perform the work in a timely or satisfactory fashion may result in forfeiture of Contractor's Performance Bond.

If the Surety on any bond furnished by Contractor becomes a party to supervision or liquidation, or its right to do business in the State of Wisconsin is terminated, Contractor shall, within thirty (30) calendar days thereafter, substitute another bond or surety, both of which must be acceptable to the City.

Article 7. Schedule

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

Contractor shall complete the services by December 20, 2022, or within such extra time as may have been allowed by a mutually agreed extension (the "Deadline"). The City's Representative shall have the authority to consent to an extension of the Deadline on behalf of the City.

The Parties agree that no charges or claims for damages shall be made by Contractor for any delays or hindrances, from any cause whatsoever, during the progress of any portion of the services specified in the Agreement. Such delays or hindrances, if any, may be compensated for by an extension of time for a reasonable period as may be mutually agreed upon between the Parties, it being understood however, that permitting Contractor to proceed to complete any service, or any part of the services / project, after the date to which the time of completion may have been extended shall, in no way operate as a waiver on the part of the City of any of its rights herein.

No work aside from that performed during the regular work week will be allowed unless prior notice is given to the City's Representative and the City's Representative consents to the work being performed during that time. (Emergency work may be performed without prior permission.) Any work performed without prior notice and approval to do so may be required to be removed for inspection at Contractor's expense.

Article 8. Safety Requirements.

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

Contractor shall provide the necessary safeguards including, but not limited to, warning signs and barricades, to avoid all necessary hazards and protect the public, the work, and the property at all times, including on days when no work is being done.

The City shall not be responsible for any loss or damage to the project materials prior to their installation or to Contractor's tools and equipment from any cause whatsoever.

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

Article 9. Access to Records

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

Contractor shall maintain all records related to this contract for a period of not less than 7 years after receipt of Final Payment under the Agreement, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case records shall also be maintained until the disposition of all such litigation, appeals, claims, or exceptions related thereto.

Article 10. Termination.

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

If Contractor defaults or fails to fulfill in a timely and proper manner its obligations pursuant to this Agreement, the City may, 7 days after written notice has been delivered to Contractor, and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due to Contractor. In the alternative the City may, at its option, terminate this Agreement and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by Contractor, and may finish the project by whatever method it may deem expedient. In case the expenses incurred by the City (including payments previously made to Contractor) shall be less than the sum which would have been payable under the Agreement if it had been completed by Contractor, Contractor shall be entitled to receive the difference. However, in case such expense shall exceed the sum which would have been payable under the Agreement, Contractor will be liable and shall pay to the City the amount of said excess. By taking over prosecution of the work, the City does not forfeit the right to recover damages from Contractor or its surety, for failure to complete the work or for defects in the work.

For the avoidance of doubt, the specific remedies identified in this Article 10 are not exclusive. The parties may pursue any remedy in law or equity in the event that Contractor defaults under this Agreement.

Article 11. Default.

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

- Failure to begin the work under this Agreement within the time specified.
- Failure to perform the work with sufficient supervision, workers, equipment and materials to ensure prompt completion of said work within the time limits allowed.

- Unsuitable performance of the work as determined by City.
- Neglecting or refusing to remove defective materials or failure to perform anew such work as shall have been rejected.
- Discontinuing the prosecution of the work or any part of it.
- Inability to finance the work adequately.
- If, for any other reason, Contractor breaches this Agreement or fails to carry on the work in an acceptable manner.

The City shall send Contractor a written notice of default. If Contractor, within a period of 7 days after such notice, fails to remedy the default, then the City shall have full power and authority, without violation of the Agreement, to take the prosecution of the work out of the hands of Contractor, as set forth in this Agreement.

Article 12. Identity of Contractor.

Contractor acknowledges that one of the primary reasons for its selection by the City to perform the Services is the qualifications and experience of Contractor. Contractor thus agrees that the Services to be performed pursuant to this Agreement shall be performed by Contractor. Contractor shall not subcontract any part of the Services without the prior written permission of the City. The City's Representative shall have the ability to provide this written permission. In the event that the City allows part of the Services to be subcontracted, Contractor shall remain fully responsible to the City for the acts or omissions of any subcontractor and anyone employed directly or indirectly by the subcontractor. This is in addition to any liability imposed by law upon the Contractor.

The City reserves the right to perform a criminal background check on any employee of Contractor or an approved Subcontractor performing work at the Wastewater Treatment Plant, to reject any of the Contractor's personnel or approved Subcontractor's personnel, and the City reserves the right to request that acceptable replacement personnel be assigned to the project.

Article 13. Independent Contractor Status.

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

Article 14. Indemnification.

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

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

This duty to defend and hold the City harmless applies, among other instances, if the claimed liability arises out of:

- A violation of any law, ordinance, regulation, order, or decree by the Contractor, its employees, subcontractors, or any other person performing any of the work under a contract with Contractor.
- The failure on the part of Contractor, its employees, subcontractors, or any other person performing any of the work under a contract with Contractor, to complete any of the covenants, acts, matters, or things assigned to them under this Agreement.

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

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

Article 15. Insurance

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

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

- a. <u>Workers' Compensation Insurance</u> Contractor shall acquire and maintain, for the duration of the Agreement, Workers' Compensation Insurance that meets all statutory requirements.
- b. <u>Commercial General Liability and Property Damage Insurance</u> Contractor shall acquire and maintain, for the duration of this Agreement, Commercial General Liability Insurance with a policy limit of at least \$2,000,000 per occurrence and \$2,000,000 in the aggregate. The Commercial General Liability Insurance shall include operations, contractor's protective insurance, products coverage, completed operations, and contractual coverage.

c. <u>Comprehensive Automobile Liability and Property Damage</u> – Contractor shall acquire and maintain, for the duration of this Agreement, Comprehensive Automobile Liability and Property Damage Insurance that covers the operation of owned, hired, and non-owned motor vehicles with a policy limit – for liability, bodily injury, and property damage – of at least \$1,000,000 per occurrence and \$1,000,000 in the aggregate.

The proof of insurance referenced above shall require the insurance company to notify the City at least 30 days prior to the expiration, cancellation, non-renewal, or material change in the coverage. The Certificate Holder on the proof of insurance should be listed as:

City of Sheboygan, Wisconsin 828 Center Ave., Suite 110 Sheboygan, Wisconsin 53081

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

Article 16. Conflict of Interest

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

Article 17. Waiver

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

Article 18. Severability

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

Article 19. Assignment

Neither the City nor Contractor shall assign any rights or duties under this Agreement without the prior written consent of the other party and, to the extent necessary, Contractor's Surety. Such written approval by the City shall not relieve the Contractor of the obligations incurred by the Contractor under the terms of this Agreement.

Article 20. Third Party Rights

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

Nothing in this Agreement shall create any contractual relationship between any subcontractor and the City. Contractor agrees to bind every approved subcontractor (and every subcontractor of a subcontractor) by the terms of this Contract as far as applicable to that subcontractor's work, unless specifically noted to the contrary in a subcontract approved in writing as adequate by the City. The City's Representative shall have the authority to consent to a subcontract as being adequate.

Article 21. Governing Law and Venue

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

Article 22. Non-Discrimination and Equal Opportunity

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

Contractor further agrees to take affirmative action to ensure equal employment opportunities.

Article 23. Compliance with Laws

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

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

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

Article 24. Notices

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

City:

Contractor:

City Clerk	
City of Sheboygan	Metals Treatment Technologies, LLC
828 Center Ave.	14045 W, 66 th Ave.
Sheboygan, Wisconsin 53083	Arvada, CO 80004

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

Article 25. Intent to be Bound

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

Article 26. Force Majeure

Neither party shall be in default by reason of any failure in performance of this Agreement when such failure in performance is caused by or results from causes beyond the reasonable control of the affected party and without fault or negligence on the part of the affected party. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather.

Article 27. Integration and Modification

This Agreement may be modified only by a written amendment signed by both parties hereto. This Agreement consists of the following parts, each of which is as fully a part of this Agreement as if fully set out herein:

- 1. This Agreement and its Exhibit
 - a. Exhibit 1 MT2 Bid Submittal dated 8/24/2022
- 2. Any Written Amendment to the Agreement which may be delivered or issued after the Effective Date of the Agreement (including Change Orders)

(collectively "the Contract").

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

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

Article 28. Non-Collusion

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

- 1. The prices in its bid were arrived at independently, without collusion, consultation, communication, or agreement for the purpose of restricting competition as to any other matter relating to such prices with any other bidder or with any other competitor.
- 2. Unless otherwise required by law, the prices quoted in Contractor's bid were not disclosed by Contractor prior to opening.
- 3. No attempt was made to induce any other person, partnership, or corporation to submit or not submit a response to the City regarding the Services for the purpose of restricting competition.

Article 29. Other Provisions

- 1. <u>Material Safety Data Sheet</u>. If any item(s) on an order(s) resulting from this Agreement is a hazardous chemical, as defined under 29 C.F.R. 1910.1200, Contractor shall provide 1 copy of a Material Safety Data Sheet for each item with the shipped container(s) and 1 copy with the Request for Payment(s).
- 2. <u>Advertising and News Releases</u>. Reference to or use of the City, or any of its departments, officials, or employees, for commercial promotion is prohibited. News releases pertaining to this procurement shall not be made without prior approval of the City's Representative. Release of broadcast e-mails pertaining to this procurement shall not be made without prior written authorization of the City's Representative.
- 3. <u>Foreign Corporation</u>. A foreign corporation (any corporation other than a Wisconsin corporation) which becomes a party to this Agreement is required to conform to all the requirements of Wis. Stat. 180 relating to a foreign corporation, and must possess a certificate of authority from the Wisconsin Department of Financial Institutions, unless the corporation is transacting business in interstate commerce or is otherwise exempt from the requirement of obtaining a certificate of authority.
- 4. <u>Authority</u>. Each person executing this Agreement on behalf of a party hereto represents and warrants to the other party: That the execution and delivery of this Agreement has been duly authorized, that the person or persons executing this Agreement have the full power, authority, and right to do so, and that such execution is sufficient and legally binding on such party to enable this Agreement to be enforceable in accordance with its terms.
- 5. <u>Intellectual Property</u>. Contractor shall pay for any royalties and license fees associated with intellectual property used in the completion of the Services. Contractor shall defend any suits or claims for infringement of any intellectual property rights related to the

completion of the Services, and shall hold the City harmless from any liability associated with any such suit or claim.

- 6. <u>Interpreting the Contract Documents</u>. In interpreting the Agreement, words describing materials that have a well-known technical or trade meaning shall be construed in accordance with such well known meanings unless otherwise specifically defined.
- 7. Asbestos Materials.
 - a. The City is not aware of any Asbestos Containing Materials that will be disturbed or impacted by the Services. Roofing materials are assumed to contain asbestos. If the Contractor needs to remove roofing materials, the roofing materials can be sent to a licensed landfill with other demolition debris.
 - b. During the course of work, should Contractor encounter any materials believed to contain asbestos, the City shall be notified immediately.
- 8. Definitions.
 - a. <u>Final Acceptance</u>: The event that occurs when the City issues to Contractor a written statement that Contractor has completed all Punch List items, has made all necessary submittals to the City, and has satisfied all of Contractor's obligations under the Agreement.
 - b. <u>Final Inspection</u>: The inspection conducted by the City to determine what work must still be completed by Contractor in order for Completion of the Services to occur. After the Final Inspection, the City shall provide Contractor with a Punch List that Contractor must complete in order for Completion of the Services to occur.
 - c. <u>Final Payment</u>: Payment by the City to Contractor after Completion of the Services the result of which is Contractor receiving all payments due under the terms of the Agreement for performing and completing the Services.

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

CITY OF SHEBOYGAN, WISCONSIN

METALS TREATMENT TECHNOLOGIES, LLC

BY: _____ Ryan Sorenson, Mayor BY:_____

ATTEST: _____

DATE: _____

DATE: _____

This Agreement Authorized by Resolution No. _____-22-23.

August 24, 2022

Bernard Rammer, Purchasing Agent City of Sheboygan City Hall, Suite 110 828 Center Avenue Sheboygan WI 53081 Bernard.rammer@sheboyganwi.gov.

RE: RFB # 2025-22 REMEDIATION OF EXTERIOR EARTHEN BERM STYLE SHOOTING RANGE

Metals Treatment Technologies, LLC (MT2) is pleased to present the attached information in response to the City of Sheboygan's Request for Bid (RFB) 2025-22, Remediation of Exterior Earthen Berm Style Shooting Range. MT2's response is based on review of the RFB documents and our previous firing range design-build, berm resurfacing, and lead removal experience at sites nationwide for military, law enforcement, and government agencies.

MT2 is the Nation's #1 Firing Range Maintenance/Reclamation Services Provider

- >20 years' experience
- MT2 provides the most comprehensive liability protection for range owners in the industry
- Over 3,000 firing range projects nationwide
- Design/Build expertise new construction, improvements, closure
- Recovery of > 15,000,000 lbs of lead
- Successful treatment of > 10,000,000 tons of lead impacted soils
- Credited > \$5,600,000 to range

Experience you can trust! *MT2 is the #1 and largest nationwide professional firing range lead reclamation, maintenance, cleaning & construction contractor.* We offer a wide range of outdoor firing range services from routine range maintenance, cleaning, lead/brass reclamation, and recycling, to trap reconstruction, soil stabilization, all the way to remediation and closure, to best serve your range needs. Our personnel have on average 24 years industry experience – this expertise saves time and money for our customers since there will be no learning curve that may be incurred by less experienced firms. MT2 staff maintain applicable certifications (e.g. OSHA HAZWOPER) and licensing. Additional information is provided in the attached: MT2 Firing Range Services Experience and Expertise.

Clients who work with us have the peace of mind that their project will be effortlessly scheduled, successfully completed with minimal down-time for their range, and quickly receive a check for their reclaimed lead. *MT2 is committed to getting you the absolute highest value for your range lead* so we offer *the opportunity to lock in the lead credit value at:* 1) The time of contracting *or* 2) When we arrive onsite and package the lead – *You are in control*!

To discuss your project in further detail, please contact me at (888) 435-6645 or email: <u>mburkett@mt2.com</u>.

Sincerely,

Michael Juliet

Michael Burkett, Executive Vice President



ltem 27.

EXHIBIT 1

- MT2 is the #1 Largest Nationwide Professional Firing Range Lead Reclamation, Maintenance, Cleaning & Construction Contractor Specializing In:
 - Lead: Treatment, Screening & Reclamation to MAXIMIZE Your Lead Value
 - Environmental: EPA & OSHA Consulting, Remediation, Soil/Waste Treatment, and Closure
 - Maintenance: Soil and Rubber Berms, Traps, Lead Remediation, and Range Improvements
 - **Construction**: Renovation, Design/Build, Improvements, Dismantling/Demolition
- MT2 is the <u>Only Nationwide</u> Firing Range Services Provider: MT2 operates from our network of regional offices and offers full 50 state coverage with OSHA & EPA-certified work teams to provide fast, professional service to fulfill your project needs and schedule. *MT2 has completed over 3,000 firing range projects nationwide* (see Section 4.0 MT2 Experience).
- Lead Removal & Recycling MT2 exclusively guarantees the highest value for your range lead: MT2 has performed lead reclamation in all 50 states nationwide to remove and recycle over 15,000,000 lbs. of lead. To maximize lead recovery, MT2 uses our proprietary lead separation systems to separate lead from soils based on size, and "finish" the process by separating lead from like-size materials based on density. MT2 guarantees to pay the highest percent of LME lead value at time of service we have credited > \$5,600,000 to range owners from lead recycling.
- Lead Recycling Credit Options: MT2 guarantees to pay the highest percent of LME lead value. MT2 is committed to getting you the absolute highest value for your range lead so we offer the opportunity to LOCK IN the lead credit value at: 1) The time of contracting or 2) When we arrive onsite and package the lead You are in control! When you use our National Service Team to generate maximum lead recycling credit, the Range receives \$\$ in a check, or as credit at the nation's leading Firing Range Supply Store with preferred pricing. MT2 has developed a strategic alliance with a national distributor of firearms, ammunition and shooting accessories with a 16,000+ catalog of premium firearms & accessories, they have served retail gun shops, major sporting goods stores, gun clubs, shooting ranges and government agencies since 1984; and are a supplier of nearly 100 of the world's premier shooting industry manufacturers. You are not limited to using your lead credit for only bullets or targets and we have negotiated highly preferred pricing for you from filters to firearms.
- Exclusive Lead-Contaminated Soil and Waste Treatment: MT2 utilizes our exclusive patented and proprietary ECOBOND® technology to treat lead-impacted soils/waste during lead maintenance projects to save an average of 50% on waste disposal or to mitigate potential physical, occupational, and environmental hazards associated with high concentrations of lead in range soils; as well as achieve compliance with OSHA, US EPA, State, and NRA and NSSF recommended firing range environmental Best Management Practices (BMPs). ECOBOND® is regularly approved and even specified for use by US EPA and state regulatory agencies.
- MT2's Liability Defender Compliance & Performance Promise: Your choice of a lead reclamation contractor could expose your range to US EPA hazardous waste fines up \$50,000 per day (penalties double for subsequent violations) and potential criminal charges. A range owner ALWAYS retains responsibility for ALL lead waste and materials derived from their range even if it is their chosen contractor that improperly handles, transports, or disposes of the lead waste.
 - When you hire MT2, you can rely on and trust our extensive prior track record as the industry leader. In addition, <u>we guarantee our performance</u> with a \$10,000,000 environmental and lead pollution insurance liability coverage package that protects range owners and managers from claims or occurrences of lead hazard violations, penalties, and cleanup expenses.
 - <u>MT2 has never received OSHA or EPA violations</u>. In fact, not only does MT2 comply with regulations, we also helped establish industry standards for environmental and safety methods. MT2's zero-tolerance for regulatory violations gives range owners the peace of mind that their project will be successfully completed on a guaranteed schedule.



- Environmental Stewardship Planning: MT2 has extensive experience assisting range owners understand and meet recommended firing range Best Management Practices including the *development of 100's of site-specific Environmental Stewardship Plans to NSSF, NRA, and EPA guidance standards.*
- Firing Range Design and Construction: With over 20 years' experience, MT2 is a fully integrated professional and technical services firm positioned to design and build projects nationwide for public and private sector clients. MT2 was recently recognized as an Inc. 5,000 fastest growing company and is the ONLY contractor who is the premier all-in-one solution for firing range assessment, and lead maintenance and reclamation who also provides the fully integrated combination of design and build construction services. With our knowledge of federal, state, and local compliance orders, as well as technical and US EPA RCRA requirements, we can manage, monitor, and inspect progress to ensure services are preformed to necessary standards.



BID FORM

Remediation of Lead from Earthen Style Berm shooting

range

Bid Due 1:00 PM

Wednesday August 24, 2022 Local Time

Electronic Submission to:

Bernard.rammer@sheboyganwi.gov

We Metals Treatment Technologies, LLC

			(a	joint venture)
			(a	corporation)
			(a	partnership)
			(a	n individual)
			(Cross out i	napplicable)
			(a limited lia	bilty company)
of_	14045 W 66th Avenue, Arvada,	Jefferson, Colorado	80004	Street
	City	County	State	ZIP

hereby agree to provide all labor and material required for the construction of the project designated above, for the prices hereinafter set forth, in strict accordance with the specification Documents.

BASE BID -

Excavation of earthen berm style bullet backstop as needed to substantially remove lead bullet fragments from the soils to a depth of not less than 24" from the surface of the entire length of the berm. The soils to be removed will be sifted on-site and the lead fragments recovered for recycling. The soils will then be replaced to effectively reconstruct the earthen berm style bullet backstop in a manner similar in dimensions to that prior to the work being performed.

For the sum of thirty-two thousand Dollars

(\$_32,000_____)

RECEIPT OF ADDENDA

The undersigned acknowledges receipt of Addenda numbers None

COMMENCEMENT AND COMPLETION OF CONTRACT WORK

The undersigned agrees, if awarded the contract, to commence the contract work on or before a date to be specified in a written notice to proceed, and to complete the work within the time stated in the Instructions to Bidders.

Metals Treatment Technologies, LLC

(Firm Name)

(303) 456-6977

(303) 456-6998

(Area Code & Telephone Number)

(Fax Number)

Email info@mt2.com

Verbal Aulert Βv

(Signature of Bidder)

Title Michael Burkett, Executive Vice President

(Seal, if bid is by a Corporation)

Date: 8/24/2022

End

259

Document A310[™] – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR: (Name, legal status and address)

Metals Treatment Technologies, LLC 14045 W 66th Avenue Arvada, CO 80004

OWNER:

(Name, legal status and address)

City of Sheboygan 2026 New Jersey Avenue Sheboygan, WI 53081 SURETY:

(Name, legal status and principal place of husiness)

Philadelphia Indemnity Insurance Company One Bala Plaza, Suite 100 Bala Cynwyd, PA 19004-1403

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: \$ Five Percent (5%) of the Total Amount Bid

PROJECT:

(Name, location or address, and Project number, (f any)

Invitation for Bids # 2025-22, Remediation of Lead from Earthen Style Berm shooting range, Sheboygan, WI

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the agregate beyond the time for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been turnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 22nd day of August

2022

Metals Treatment Technologies, LLC (Principal) (Seal) (Title) 6 Philadelphia Indemnity Insurance Company (Seal) (Surety) Ashlea McCaugh imess) Sarah C. Brown, Attorney-in-Fact

PHILADELPHIA INDEMNITY INSURANCE COMPANY One Bala Plaza, Suite 100 Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint <u>Todd D. Bengford, Mark Sweigart, Donald E. Appleby, Sarah C. Brown, Jessica Jean Rini and Ashlea McCaughev of Holmes Murphy and Associates.LLC</u> its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed <u>\$50,000,000</u>.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED:

That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

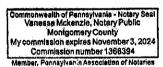
IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEALTO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF MARCH, 2021.



(Seal)

John Glomb, President & CEO Philadelphia Indemnity Insurance Company

On this 5th day of March, 2021 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



Notary Public:

Vanessa mcKensie

residing at:

My commission expires:

Bala Cynwyd, PA November 3, 2024

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5th day March, 2021 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA, INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 22nd day of August , 2022



Edward Sayago, Corporate Secretary PHILADELPHIA INDEMNITY INSURANCE COMPANY



Res. No. 56 - 22 - 23. By Alderpersons Felde and Ackley. September 6, 2022.

A RESOLUTION authorizing the Purchasing Agent to issue a purchase order for the purchase of four (4) Police Squad Sport Utility Vehicles and one (1) large capacity van for the Sheboygan Police Department.

WHEREAS, with the detrimental impact of COVID-19 and other issues on automobile production, Ford Motor Co. is experiencing a backlog of production orders and as such it would be prudent for the City to place its order prior to the new year; and

WHEREAS, funding for the purchase of four (4) squad vehicles and one (1) large capacity van has been included in the 2023 budget and despite preordering the vehicles in 2022, the City will not pay or receive them until 2023; and

WHEREAS, Wisconsin law and the City's Procurement Policy permit the City to join with other government units in cooperative purchasing plans when doing so would benefit the City; and

WHEREAS, the State of Wisconsin has a number of cooperative purchasing agreements, which municipalities may use to take advantage of competitive, pre-negotiated prices; and

WHEREAS, having reviewed the State of Wisconsin's cooperative purchasing agreements for the purchase of vehicles, City staff believes, and the Council agrees that this is the best procurement method for this purchase; and

WHEREAS, once the vehicles have been received, the vehicles that are being replaced will be put to public auction.

NOW, THEREFORE, BE IT RESOLVED: That the Purchasing Agent is authorized to issue a Purchase Order to Ewald's Hartford Ford for the purchase of four (4) 2022 Ford Police Interceptor Utility (K8A) AWD vehicles and one (1) 2023 Ford Transit Cargo Van (W9C) T-350 vehicle.

BE IT FURTHER RESOLVED: That the Council understands that this Purchase Order will be subject to the terms and conditions set forth in the State of Wisconsin's cooperative purchase agreement (Contract Number 505ENT-M21-VEHICLES-03), a copy of which is available at vendornet.wi.gov.

LHPS

BE IT FURTHER RESOLVED: That the appropriate City Officials are hereby authorized to draw funds in the amount of \$214,443.50 which includes license and title fees, from Account No. 400200-651100 (2023 Capital Project Fund -Public Safety Vehicles) for the purchase of the Vehicles and their associated license and title fees.

I	HEREBY	CER	FIFY	that	th	e fore	going	f Resolut	cion	was	dul	y pas	ssed	by t	the
Common	Council	of	the	City	of	Sheboy	gan,	Wiscons	in,	on t	he			day	of
				,	20										
Dated						20							City	v Cle	erk
-												/			
Approve	d					20	2							. Mar	yor
							· _								1 0 1



Res. No. <u>6</u> - 22 - 23. By Alderpersons Mitchell and Filicky-Peneski. September 6, 2022.

A RESOLUTION authorizing the Purchasing Agent to issue a purchase order to Transportation Equipment Sales Corporation (TESCO) for the purchase of six (6) paratransit buses for the Shoreline Metro-Metro Connection Paratransit Bus Fleet.

WHEREAS, state law and the City's Procurement Policy allow the City to join with other units of government in cooperative purchasing plans when the best interest of the City would be served; and

WHEREAS, the Wisconsin Department of Transportation ("DOT") has negotiated cooperative purchasing agreement #510366 that municipalities may use to take advantage of competitive, pre-negotiated prices for human service (paratransit) vehicles; and

WHEREAS, being a state agency contract that has been approved by the federal government, City staff believes, and the Council agrees, that this is the best procurement method for this purchase; and

WHEREAS, Shoreline Metro Transportation ("Metro") desires to replace six (6) paratransit buses that have reached or exceeded their anticipated useful lifespan; and

WHEREAS, Metro has been authorized by the Federal Transit Administration to allocate Coronavirus Air, Relief, and Economic Security (CARES) Act funding to purchase six (6) paratransit buses; and

WHEREAS, this funding requires no state or local matching and will cover all of the costs associated with the purchase; and

WHEREAS, once the buses have been received, the buses that are being replaced will be put to public auction or salvaged dependent upon their condition at that time.

NOW, THEREFORE, BE IT RESOLVED: That the Purchasing Agent is authorized to issue a Purchase Order to TESCO of Oregon, OH for the purchase of six (6) paratransit buses.

BE IT FURTHER RESOLVED: That the Council understands that this Purchase Order will be subject to the terms and conditions set forth in WI DOT Contract #510366.

BE IT FURTHER RESOLVED: That the appropriate City officials are hereby authorized to draw funds in the amount of \$846,060.00 plus \$1,017.00 for license and title fees from Acct. No. 651352-651500 (2022 Transit System-Heavy Trucks).

I	HEREBY	CERT	FIFY	that	th	e f	oregoing	g Reso	lutior	n was	duly	pas	sed	by	the
Common	Council	of	the	City	of	She	boygan,	Wisco	onsin,	on t	he			day	y of
					20		_•								
Dated _						2	0					/	City	Z CI	lerk
Approve	ed					_ 2								, Ma	ayor



Res. No. <u>(00 - 22 - 23</u>. By Alderpersons Mitchell & Filicky-Peneski. September 6, 2022.

A RESOLUTION authorizing the appropriate City officials to enter into an Intergovernmental Cooperative Agreement with Sheboygan County for Sales Tax Revenue-Sharing for Transportation Infrastructure Maintenance.

WHEREAS, the Sheboygan County Board 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 the roads and bridges under the County's jurisdiction; and

WHEREAS, in enacting the Ordinance, the County Board recognized that the municipalities within Sheboygan County have similar financial challenges for the transportation infrastructure under the jurisdiction of those municipalities as the County does for the roads and bridges under the County's jurisdiction; and

WHEREAS, the Ordinance requires that \$1.5 Million of anticipated revenues (adjusted annually) from the sales tax be distributed by the County to municipalities within the County based on an equalized value formula, provided that each recipient municipality agrees that the revenue being distributed will be spent to maintain the municipalities' road and bridge infrastructure as set forth in an Intergovernmental Cooperative Agreement with the County; and

WHEREAS, in 2023, the County will distribute \$1,997,448 to local units of government, which includes \$591,273 to the City of Sheboygan during calendar year 2023, which is an increase of \$101,988 from 2022; and

WHEREAS, in 2023 the County will distribute the funds in two equal installments, one in July and one in September; and

WHEREAS, the City of Sheboygan supports the County Sales Tax Revenue-Sharing Cooperative Agreement; and

WHEREAS, it is in its best interests of the City of Sheboygan to receive its share of the distribution and agree to be bound by the terms of the County's Intergovernmental Cooperative Agreement.

NOW, THEREFORE, BE IT RESOLVED: That the Common Council of the City of Sheboygan approves the Intergovernmental Cooperative Agreement with Sheboygan County, a copy of which is attached hereto, and agrees to be bound by its terms. BE IT FURTHER RESOLVED: That the appropriate City officials are authorized and directed to sign the Intergovernmental Cooperative Agreement on behalf of the City of Sheboygan and to take the action necessary to comply with the terms of the Agreement, including filling out "Form A," a copy of which is attached hereto as part of the Intergovernmental Cooperative Agreement.

I	HEREBY	CER	TIFY	that	th	e	foregoin	g	Resolutior	n wa	as c	duly	pas	sed	by	the
Common	Council	of	the	City	of	Sh	neboygan,	. W	Visconsin,	on	the	2				day
of					,	20										
Dated							20 .							City	CI	erk
													′	0101	01	0111
Approve	ed						20 .							,	Ma	yor
								-						·		-

SHEBOYGAN COUNTY SALES TAX REVENUE-SHARING FOR TRANSPORTATION INFRASTRUCTURE MAINTENANCE 2023 INTERGOVERNMENTAL COOPERATIVE AGREEMENT

1. PARTIES. The parties to the Agreement are the <u>City of Sheboygan</u> (Municipality), a municipal corporation with offices at <u>828 Center Avenue Sheboygan, WI</u> <u>53081</u>, 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 2023.

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 2023, pay to Municipality as a distribution of sales tax revenue, the sum of <u>\$591,273</u>.

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 tortuous 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:

[Municipality]

By:_

Authorized Representative

By:

Authorized Representative

SHEBOYGAN COUNTY

By:_

Adam N. Payne Sheboygan County Administrator

By:

Vernon Koch County Board Chair

Date Signed

Date Signed

Date Signed

Date Signed

S:\Finance\Administrative\Revenue Sharing Program\FY_2023\IntergovernmentalAgreement.docx

Item 30.

Sheboygan County Sales Tax Revenue Sharing with Municipalities PRELIMINARY - Budget Year 2023

	2022 EQ VAL LESS TID		2023 BUDGET	2022 BUDGET	
MUNI NAME	INCREMENT	PERCENT	ALLOCATION	ALLOCATION	Change
GREENBUSH	205,458,500	1.70%	\$33,951	\$26,961	\$6,989
HERMAN	178,046,800	1.47%	\$29,421	\$26,333	\$3,088
HOLLAND	415,134,300	3.43%	\$68,598	\$59,991	\$8,607
LIMA	313,068,400	2.59%	\$51,733	\$43,145	\$8,587
LYNDON	225,006,100	1.86%	\$37,181	\$31,242	\$5,939
MITCHELL	163,094,600	1.35%	\$26,950	\$22,211	\$4,740
MOSEL	167,593,200	1.39%	\$27,694	\$23,503	\$4,191
TOWN OF PLYMOUTH	476,421,100	3.94%	\$78,726	\$64,080	\$14,646
RHINE	486,544,900	4.03%	\$80,398	\$67,775	\$12,623
RUSSELL	45,350,100	0.38%	\$7,494	\$6,444	\$1,049
SCOTT	200,611,300	1.66%	\$33,150	\$28,601	\$4,549
TOWN OF SHEBOYGAN	1,018,741,600	8.43%	\$168,341	\$143,513	\$24,827
TOWN OF SHEBOYGAN FALLS	277,345,900	2.29%	\$45,830	\$40,801	\$5,029
SHERMAN	177,043,900	1.46%	\$29,255	\$26,065	\$3,191
WILSON	582,753,300	4.82%	\$96,296	\$79,099	\$17,198
ADELL	44,789,900	0.37%	\$7,401	\$6,654	\$747
CASCADE	52,460,600	0.43%	\$8,669	\$7,086	\$1,582
CEDAR GROVE	188,654,700	1.56%	\$31,174	\$25,951	\$5,223
ELKHART LAKE	351,170,200	2.91%	\$58,029	\$52,426	\$5,603
GLENBEULAH	42,554,100	0.35%	\$7,032	\$5,702	\$1,330
HOWARDS GROVE	337,697,900	2.79%	\$55,802	\$46,220	\$9,583
KOHLER	531,314,800	4.40%	\$87,796	\$78,352	\$9,445
OOSTBURG	244,073,400	2.02%	\$40,332	\$35,623	\$4,709
RANDOM LAKE	196,554,500	1.63%	\$32,479	\$27,040	\$5,440
WALDO	45,955,500	0.38%	\$7,594	\$6,212	\$1,382
PLYMOUTH	794,202,500	6.57%	\$131,237	\$115,313	\$15,924
SHEBOYGAN	3,578,184,100	29.60%	\$591,273	\$489,285	\$101,987
SHEBOYGAN FALLS	748,063,000	6.19%	\$123,613	\$109,658	\$13,955
COUNTY TOTAL	12,087,889,200	1.00	\$1,997,448	\$1,695,286	\$302,162

•



Sheboygan County Shared Revenue Program

Budget Year 2023

(Form A)

Section One	
Municipality:	
Transportation Budget 2022: \$	_
Transportation Estimated Actual Expenditures for	or 2022: \$
Transportation Budget Proposed 2023: \$	
County Shared Revenue: \$	_
Is the County Shared Revenue increasing what w in 2023? (check one) Yes No Projec	1
Section Two - Transportation Project the revenue will b <i>complete Form A, Section Two for each project)</i> :	e applied to (If multiple projects, please
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

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SHEBOYGAN COUNTY

Vernon Koch *Chairman of the Board* Adam N. Payne County Administrator

August 24, 2022

Mayor 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 \$1,997,448. 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 2023 and September 2023.

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 Wendy Charnon, or County Transportation Director Greg Schnell.

Respectfully yours,

Vernon Koch, County Board Chairperson

- Cc: Finance Director Wendy Charnon Transportation Director Greg Schnell Corporation Counsel Crystal Fieber
- Enclosed: Intergovernmental Cooperative Agreement Form A Equalized Value Worksheet

Respectfully yours,

Cie A. Ca

Adam Payne, County Administrator



Res. No. 07 - 22 - 23. By Alderpersons Dekker and Perrella. September 6, 2022.

A RESOLUTION authorizing the appropriate City officials to execute agreements with Schichtel's Nursery, Inc. and Chestnut Ridge Nursery, Inc. for the purchase of 720 street trees.

WHEREAS, the City Forester has determined the need to purchase 720 trees for planting in terrace locations throughout the City; and

WHEREAS, the City issued a request for quotes to supply the necessary trees by desired species; and

WHEREAS, Schichtel's Nursery, Inc. and Chestnut Ridge Nursery, Inc. each provided the lowest complete bids for approximately half of the desired order; and

WHEREAS, neither nursery objected to splitting the purchase between the two nurseries for cost-savings reasons; and

WHEREAS, both nurseries are prepared to supply the trees in the spring of 2023.

NOW, THEREFORE, BE IT RESOLVED: That the City Purchasing Agent is hereby authorized to execute agreements with Schichtel's Nursery, Inc. and Chestnut Ridge Nursery, Inc., copies of which are attached hereto, for the purchase and delivery of street trees for the 2023 Planting Season.

BE IT FURTHER RESOLVED: That the appropriate City officials are authorized to draw funds for the purchase and delivery of street trees, not to exceed \$61,584.00, from Account No. 400500-641100 (Capital Fund - Culture & Recreation - Improvements Other Than Buildings).

VIN

I HEREBY CERTIFY that the	e foregoing Resolution	n was duly passed by the
Common Council of the City of a	Sheboygan, Wisconsin,	on the day of
, 20	·	
Dated	_ 20	, City Clerk
Amount	20	16
Approved	_ 20	, Mayor

AGREEMENT BETWEEN THE CITY OF SHEBOYGAN, WISCONSIN AND SCHICHTEL'S NURSERY, INC FOR THE PURCHASE OF STREET TREES

This Agreement ("Agreement") is made and entered into effective this _____ day of ______, 2022 (the "Effective Date"), by and between the City of Sheboygan (the "City"), a Wisconsin municipal corporation with principal offices located at 828 Center Avenue, Sheboygan, WI 53081, and Schichtel's Nursery, Inc., a New York business corporation with principal offices located at 7420 Peters Road, Springville, NY 14141 ("Vendor").

Article 1. Purchase and Delivery of Goods

Vendor shall furnish 370 street trees (including Vendor's proposed substitutions, which are acceptable to the City) as indicated on Vendor's Bid, which is attached to this Agreement as Exhibit $\underline{1}^{1}$.

Vendor and the City's Representative shall coordinate with regard to the exact delivery date for the street trees, which will be in early April 2023.

Vendor shall deliver all street trees to the City of Sheboygan's Municipal Service Building (2026 New Jersey Avenue, Sheboygan, Wisconsin 53081). Vendor shall provide the City's Representative at least 24 hours' notice before delivery. Deliveries will only be accepted between the hours of 7:00 a.m. and 1:30 p.m. CST. Deliveries will only be accepted Monday through Friday (and will not be accepted on state holidays). All trees shall be properly loaded on a truck or trailer, tarped, and secured so as not to cause damage in transport. All trees shall be identified and tagged by variety and size.

Title of the trees shall pass upon acceptance of goods by the City at the Municipal Service Building in Sheboygan, Wisconsin.²

¹ All trees shall be nursery grown at a northern location so as to be acclimated to the local climate. Single-stem trees are desired unless otherwise indicated in Exhibit 1. Trees are to be of the diameter / caliper range specified in Exhibit 1, Type 1 quality, true to type, and exhibiting good health and vigor. All trees will be free of any and all injury due to insects and disease, and free from any other defects that will affect the survivability and long-term health of the trees. The trunk bark will be sound with no large wounds. Small wounds will be callused over or have good callus formation. Crown shape and branch structure shall be typical of each species or variety. Shade trees shall have a strong central leader. The crowns will also be free of any major defects (such as co-dominate leaders, poor branch angles, or heavy branches not in proportion to the rest of the plant). Branch height will be appropriate for the size and tree provided. All trees will be dug and handled in such a manner as to prevent injuries to trunks, branches, and roots. All whips shall be unbranched to lightly branched. All bare root trees must have a well-branched and fibrous root system characteristic of the species. All tree specifications will adhere to the standards set forth by the most recent edition of the American Standard for Nursery Stock (ANSI Z60.1).

² The City reserves the right to inspect all trees upon delivery. The City reserves the right to reject any plants that do not meet the specifications set forth in this Agreement. All return freight costs for rejected trees will be borne by Vendor.

Article 2. Cost

Pursuant to Vendor's Bid, the City shall pay Vendor an amount not to exceed \$33,512.00 for the trees. This price includes all handling, transportation, and insurance charges. The City shall make payment to Vendor within 45 days of acceptance of the trees and receipt of an invoice from Vendor.³ Any amount not paid when due will bear interest at the rate of 0% per year.

Vendor shall submit the invoice to:

Bernard Rammer Purchasing Agent City of Sheboygan 828 Center Ave., Suite 205 Sheboygan, WI 53081 bernard.rammer@sheboyganwi.gov

Vendor shall file waivers of lien from any suppliers and subcontractors with the City prior to receiving payment. The submission of the invoice shall be deemed a waiver and release by Vendor of all liens and claims with respect to this Agreement, except as specifically reserved and noted on such invoice.

Article 3. City's Representative

The City designates Tim Bull as its Representative for purposes of this Agreement. The City's Representative is authorized to act on the City's behalf with respect to this Agreement. For the avoidance of doubt, the City's Representative shall have the authority to consent to substitute trees, and to the exact delivery date for the trees.

Article 4. Terms and Conditions

A. Entire Agreement

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

- 1. This Agreement and its Exhibits
 - a. Exhibit 1 Vendor's Bid Response
- 2. Any Written Amendment to the Agreement that may be delivered or issued after the Effective Date of the Agreement (including Change Orders)

This Agreement (and its Exhibits) is the entire and integrated agreement between the City and Vendor regarding the subject matter of the Agreement. It supersedes all prior and contemporaneous communications, representations, and agreements that are not part of this Agreement. This Agreement may only be modified by a written amendment signed by both parties.

³ Payment shall be considered timely if the payment is mailed, delivered, or transferred within 45 days after acceptance of the trees and receipt of an invoice from Vendor, unless Vendor is notified in writing of a dispute before payment is made.

In resolving conflicts, errors, discrepancies, and disputes, the component of the Agreement expressing the greater quantity, quality, or other scope of work in question, or imposing the greater obligation upon Vendor and affording the greater right or remedy to the City shall govern.

B. Access to Records

Vendor has not identified any part of its Bid Response as constituting a trade secret.

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

Vendor shall maintain all records related to this contract for a period of not less than 7 years after receipt of Final Payment under the Agreement, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case records shall also be maintained until the disposition of all such litigation, appeals, claims, or exceptions related thereto.

C. <u>Appropriation of Funds</u>

If funds for the continued fulfillment of this Agreement by the City are at any time not forthcoming or are insufficient, through failure of any entity, including the City itself, to appropriate funds or otherwise, the City shall have the right to terminate this Agreement without penalty.

D. Assignment

Neither party shall assign any rights or duties under this Agreement without the prior written consent of the other party. Such written approval by the City shall not relieve the Vendor of the obligations incurred by the Vendor under the terms of this Agreement.

E. <u>Compliance with Laws</u>

Vendor shall comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the delivery of the street trees. Vendor represents and warrants that the goods furnished under this Agreement, including all labels, packages, and containers for said goods, comply with all applicable standards, rules, and regulations in effect under the requirements of all federal, state, and local laws, rules, and regulations as applicable, including the Occupational Safety and Health Act (OSHA), as amended, with respect to design, manufacture or use for their intended purpose of said goods. If it is determined by the City that these standards are not met, the Vendor agrees to bear all costs required to meet the minimum standards as stated above for the goods furnished under this Agreement.

The Vendor shall be required to demonstrate valid possession of all required licenses, and to keep all required licenses in effect for the term of this Agreement.

F. Conflict of Interest

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

G. Force Majeure

Neither party shall be in default by reason of any failure in performance of this Agreement when such failure in performance is caused by or results from unforeseeable causes beyond the reasonable control of the affected party and without fault or negligence on the part of the affected party. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather.

H. Governing Law and Venue.

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

I. Indemnification

To the extent permitted by law, Vendor shall be liable to and hereby agrees to defend and hold the City, and its officers, officials, agents, and employees harmless from all liability, including, but not limited to, claims, actions, causes of action, liens, losses, damages, costs, legal fees, expenses, or judgments resulting from claimed injury, death, damage to property, or loss of use of property or any person or legal entity arising out of or in any way connected with Vendor's responsibilities under this Agreement.

J. Independent Contractor

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

K. Insurance

Vendor will insure, and will require any subcontractor to insure, as indicated, against the following risks to the extent stated below.

1. Commercial General Liability. Vendor shall procure and maintain during the life of this Agreement, Commercial General Liability insurance including, but not limited to, products and completed operations, bodily injury, property damage, and personal injury in an amount not less than \$1,000,000 per occurrence. This policy shall also provide contractual liability in the same amount. Vendor's coverage shall be primary and list the City as an additional insured. Vendor shall require any subcontractor under this Agreement to procure and maintain insurance meeting the above criteria, applying on a primary basis, and listing the City as an additional insured.

- 2. Automobile Liability. Vendor shall procure and maintain during the life of this Agreement, Business Automobile Liability Insurance covering owned, non-owned, and hired automobiles with limits of not less than \$1,000,000 combined single limit per accident. Vendor shall require any subcontractor under this Agreement to procure and maintain insurance meeting the above criteria.
- 3. Workers' Compensation. Vendor shall procure and maintain during the life of this Agreement, Workers' Compensation insurance that complies with all statutory requirements. Vendor shall require any subcontractor under this Agreement to procure and maintain insurance meeting the above criteria.

Acceptability of Insurers. The insurance policies required by this Section shall be issued by an insurer with an A.M. Best rating of no less than A- (A minus) and a Financial Category rating of no less than VII.

Proof of Insurance. Vendor shall provide the City with certificate(s) of insurance showing the type, amount, effective dates, and expiration dates of required policies. Vendor shall provide the certificate(s) to the City's Purchasing Agent. If any of the policies required under this Section expire when this Agreement is in effect, Vendor shall provide renewal certificates to the City. The certificate of insurance shall require the insurance company to notify the City at least 30 days prior to the expiration, cancellation, non-renewal, or material change in the coverage. The Certificate Holder on the proof of insurance should be listed as:

City of Sheboygan, Wisconsin 828 Center Ave., Suite 110 Sheboygan, Wisconsin 53081

This insurance shall not relieve or decrease the extent to which Vendor may be held responsible for payment of damages resulting from this Agreement.

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

L. Intent to Be Bound

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

M. Non-Collusion

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

- 1. The prices in its bid were arrived at independently, without collusion, consultation, communication, or agreement for the purpose of restricting competition as to any other matter relating to such prices with any other bidder or with any other competitor.
- 2. Unless otherwise required by law, the prices quoted in Vendor's bid were not disclosed by Vendor prior to opening.
- 3. No attempt was made to induce any other person, partnership, or corporation to submit or not submit a response to the City regarding the street trees for the purpose of restricting competition.

N. Non-Discrimination

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

Vendor further agrees to take affirmative action to ensure equal employment opportunities.

O. Notices

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

City Clerk	Schichtel's Nursery
City of Sheboygan	7420 Peters Road
828 Center Ave.	Springville, NY 14141
Sheboygan, Wisconsin 53083	

Vendor:

City:

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

P. Severability

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

Q. Schedule

The Parties agree that no charges or claims for damages shall be made by Vendor for any delays or hindrances, from any cause whatsoever, during its completion of its obligations under this Agreement. Such delays or hindrances, if any, may be compensated for by an extension of time for a reasonable period as may be mutually agreed upon between the Parties, it being understood however, that permitting Vendor to proceed to complete any obligation, or any part of its obligations, after the date to which the time of completion may have been extended shall, in no way operate as a waiver on the part of the City of any of its rights herein.

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

R. Termination

In the event Vendor shall default in any of the covenants, agreements, commitments, or conditions contained in this Agreement, and any such default shall continue unremedied for a period of 10 days after written notice to Vendor, the City may, at its option, and in addition to all other rights and remedies which it may have in law or equity, terminate the Agreement and all rights of Vendor under the Agreement.

The City reserves the right to cancel this Agreement with any state or federally debarred contractor.

S. Third Party Rights

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

T. Vendor's Representations

In order to induce the City to enter into this Agreement, Vendor makes the following representations:

- 1. Vendor has carefully examined the Agreement.
- 2. If, in Vendor's judgment, any observable local or site conditions may affect the delivery, cost, progress, or furnishing of the goods, then Vendor has visited the Point of Destination and site where the goods are to be installed and become familiar with and is satisfied as to the observable local and site conditions that may affect delivery, cost, progress, and furnishing of the goods.
- 3. Vendor is familiar with and is satisfied as to all Laws and Regulations that may affect the cost, progress, and performance of Vendor's obligations under the Agreement.

- 4. Vendor has carefully studied, considered, and correlated the information known to Vendor with respect to the effect of such information on the cost, progress, and performance of Vendor's obligations under the Agreement.
- 5. Vendor has given the City written notice of all conflicts, errors, ambiguities, or discrepancies that Vendor has discovered in the Agreement, and the written resolution (if any) by the City is acceptable to Vendor.
- 6. The Agreement is generally sufficient to indicate and convey understanding of all terms and conditions for performance of Vendor's obligations under the Agreement.
- 7. Vendor's entry into this Agreement constitutes an incontrovertible representation by Vendor that without exception all prices in the Agreement are premised upon furnishing the goods as required by the Agreement.

U. <u>Waiver</u>

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

V. Other Provisions

- 1. Advertising and News Releases. Reference to or use of the City, or any of its departments, officials, or employees, for commercial promotion is prohibited. News releases pertaining to this procurement shall not be made without prior approval of the City's Representative. Release of broadcast e-mails pertaining to this procurement shall not be made without prior written authorization of the City's Representative.
- 2. Authority. Each person executing this Agreement on behalf of a party hereto represents and warrants to the other party: That the execution and delivery of this Agreement has been duly authorized, that the person or persons executing this Agreement have the full power, authority, and right to do so, and that such execution is sufficient and legally binding on such party to enable this Agreement to be enforceable in accordance with its terms.
- 3. **Interpreting the Contract Documents**. In interpreting the Agreement, words describing materials that have a well-known technical or trade meaning shall be construed in accordance with such well known meanings unless otherwise specifically defined.

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

CITY OF SHEBOYGAN, WISCONSIN

SCHICHTEL'S NURSERY

BY:	BY:	
Ryan Sorenson, Mayor		
ATTEST:		
Meredith DeBruin, City Clerk		
DATE:	DATE:	

This Agreement Authorized by Resolution

EXHIBIT 1

Item 31.

14	44	village green zelkova, Zelkova serrata 'Village Green'	\$68.00	\$ 2992.00
14		proposed substitution:		
	44	spaeth's alder, Alnus x Spaethii 30 Available	\$106.00	# 3180.00
15		spaeth's alder, Alnus x Spaethii <u>30</u> Avai lable acceptable substitution or combination Catalpa speciose proposed substitution: 14 Avai lable	\$82.00	# 1148.00
16	4 (not 44)		\$145.00	\$ 580.00
		proposed substitution:		l
ltem	Quantity Required	4' to 5' Whip	Price Each	Price Total
17	10	sugar maple, Acer saccharum	# 36.00	\$ 300.00
17		proposed substitution:		
18	10	shagbark hickory, Carya ovata	\$44.00	# 440'00
10		proposed substitution:		1

Firm Name:	Schichtel's Nursery, Inc.
Address:	7420 Peters Rd.
City, State, Zip:	Springville NY 14141
Phone:	
Fax:	716. 592.4282

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Authorized Signature: Minla Jage	
	Secretary_
Email Mds @ Schichtels.com	0
Mark Schichtel	

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FIRM NAME:	Schichtel's	Nursery	Inc.
		$\neg \neg \uparrow$	

City of Sheboygan Spring 2023 Street Tree Purchase

ltem	Quantity Required	1.5" to 1.75" Bare Root Single Stem WILL NOT accept Container or B&B trees	Price Each	Price Total
	50	robin hill serviceberry, Amelanchier grandiflora 'Robin Hill'	\$ 111.00	\$ 5550.00
1		proposed substitution:		
2	50	ruby slippers maple, Acer ginnala 'Ruby Slippers'	\$ 88.00	\$ 5.550 ^{.00}
		acceptable substitution or combination: Acer ginnala 'Flame' proposed substitution:		
3	50	regal prince oak, Quercus robur x bicolor 'Regal Prince'	\$ 98.00	# 4900.00
		proposed substitution:	1	
	50	worplesdon sweetgum, Liquidambar styraciflua 'Worplesdon'	\$91,00	# 4550,00
4		acceptable substitution or combination: Liquidambar styracifiua 'Moraine'		
		proposed substitution:		
5	50	exclamation planetree, Platanus x 'Exclamation'	\$ 5(0.00	# 2800.00
5		proposed substitution:		# 2800.0°
6	50	scarlet oak, Quercus coccinea	\$ 93.00	<u>\$ 4650.00</u>
6		proposed substitution:		
7	44	sugar cone maple, Acer saccharum 'Sugar Cone' — 30 Available	# 106.00	# 3180.00
		acceptable substitution or combination: Acer tataricum proposed substitution:	#88.00	\$ 1232.00
	44	seven-son flower, Heptacodium miconioides - 25 Avai lable		
8		acceptable substitution or combination: Crataegus crusgalli 'Inermis' proposed substitution:	\$ 97.00	# 1843.00
	44	golden glory cornelian cherry, Cornus mas 'Golden Glory'		# 4312.00
9		acceptable substitution or combination: Cornus mas 'Saffron Sentine!' proposed substitution:		
40	44	black tupelo, Nyssa sylvatica	\$140.00	\$ 6160.00
10		proposed substitution:		
11	44	autumn gold maldenhair tree, Ginkgo biloba 'Autumn Gold'	\$ 104.00	\$457600
		proposed substitution:		
12	44	european hornbeam, Carpinus betulus	4121.00	# 5324.00
12		proposed substitution:		
13	44	dawn redwood, Metasequola glyptostroboldes	197.00	# 4268.00
		proposed substitution:	1	

AGREEMENT BETWEEN THE CITY OF SHEBOYGAN, WISCONSIN AND CHESTNUT RIDGE NURSERY, INC FOR THE PURCHASE OF STREET TREES

This Agreement ("Agreement") is made and entered into effective this _____ day of ______, 2022 (the "Effective Date"), by and between the City of Sheboygan (the "City"), a Wisconsin municipal corporation with principal offices located at 828 Center Avenue, Sheboygan, WI 53081, and Chestnut Ridge Nursery, Inc., a New York business corporation with principal offices located at 225 Crescent Drive, Orchard Park, NY 14127 ("Vendor").

Article 1. Purchase and Delivery of Goods

Vendor shall furnish 350 street trees (including Vendor's proposed substitutions, which are acceptable to the City) as indicated on Vendor's Bid, which is attached to this Agreement as Exhibit $\underline{1}^{1}$.

Vendor and the City's Representative shall coordinate with regard to the exact delivery date for the street trees, which will be in early April 2023.

Vendor shall deliver all street trees to the City of Sheboygan's Municipal Service Building (2026 New Jersey Avenue, Sheboygan, Wisconsin 53081). Vendor shall provide the City's Representative at least 24 hours' notice before delivery. Deliveries will only be accepted between the hours of 7:00 a.m. and 1:30 p.m. CST. Deliveries will only be accepted Monday through Friday (and will not be accepted on state holidays). All trees shall be properly loaded on a truck or trailer, tarped, and secured so as not to cause damage in transport. All trees shall be identified and tagged by variety and size.

Title of the trees shall pass upon acceptance of goods by the City at the Municipal Service Building in Sheboygan, Wisconsin.²

¹ All trees shall be nursery grown at a northern location so as to be acclimated to the local climate. Single-stem trees are desired unless otherwise indicated in Exhibit 1. Trees are to be of the diameter / caliper range specified in Exhibit 1, Type 1 quality, true to type, and exhibiting good health and vigor. All trees will be free of any and all injury due to insects and disease, and free from any other defects that will affect the survivability and long-term health of the trees. The trunk bark will be sound with no large wounds. Small wounds will be callused over or have good callus formation. Crown shape and branch structure shall be typical of each species or variety. Shade trees shall have a strong central leader. The crowns will also be free of any major defects (such as co-dominate leaders, poor branch angles, or heavy branches not in proportion to the rest of the plant). Branch height will be appropriate for the size and tree provided. All trees will be dug and handled in such a manner as to prevent injuries to trunks, branches, and roots. All whips shall be unbranched to lightly branched. All bare root trees must have a well-branched and fibrous root system characteristic of the species. All tree specifications will adhere to the standards set forth by the most recent edition of the American Standard for Nursery Stock (ANSI Z60.1).

² The City reserves the right to inspect all trees upon delivery. The City reserves the right to reject any plants that do not meet the specifications set forth in this Agreement. All return freight costs for rejected trees will be borne by Vendor.

Article 2. Cost

Pursuant to Vendor's Bid, the City shall pay Vendor an amount not to exceed \$28,072.00 for the trees. This price includes all handling, transportation, and insurance charges. The City shall make payment to Vendor within 45 days of acceptance of the trees and receipt of an invoice from Vendor.³ Any amount not paid when due will bear interest at the rate of 0% per year.

Vendor shall submit the invoice to:

Bernard Rammer Purchasing Agent City of Sheboygan 828 Center Ave., Suite 205 Sheboygan, WI 53081 bernard.rammer@sheboyganwi.gov

Vendor shall file waivers of lien from any suppliers and subcontractors with the City prior to receiving payment. The submission of the invoice shall be deemed a waiver and release by Vendor of all liens and claims with respect to this Agreement, except as specifically reserved and noted on such invoice.

Article 3. City's Representative

The City designates Tim Bull as its Representative for purposes of this Agreement. The City's Representative is authorized to act on the City's behalf with respect to this Agreement. For the avoidance of doubt, the City's Representative shall have the authority to consent to substitute trees, and to the exact delivery date for the trees.

Article 4. Terms and Conditions

A. Entire Agreement

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

- 1. This Agreement and its Exhibits
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- 2. Any Written Amendment to the Agreement that may be delivered or issued after the Effective Date of the Agreement (including Change Orders)

This Agreement (and its Exhibits) is the entire and integrated agreement between the City and Vendor regarding the subject matter of the Agreement. It supersedes all prior and contemporaneous communications, representations, and agreements that are not part of this Agreement. This Agreement may only be modified by a written amendment signed by both parties.

³ Payment shall be considered timely if the payment is mailed, delivered, or transferred within 45 days after acceptance of the trees and receipt of an invoice from Vendor, unless Vendor is notified in writing of a dispute before payment is made.

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Neither party shall assign any rights or duties under this Agreement without the prior written consent of the other party. Such written approval by the City shall not relieve the Vendor of the obligations incurred by the Vendor under the terms of this Agreement.

E. <u>Compliance with Laws</u>

Vendor shall comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the delivery of the street trees. Vendor represents and warrants that the goods furnished under this Agreement, including all labels, packages, and containers for said goods, comply with all applicable standards, rules, and regulations in effect under the requirements of all federal, state, and local laws, rules, and regulations as applicable, including the Occupational Safety and Health Act (OSHA), as amended, with respect to design, manufacture or use for their intended purpose of said goods. If it is determined by the City that these standards are not met, the Vendor agrees to bear all costs required to meet the minimum standards as stated above for the goods furnished under this Agreement.

The Vendor shall be required to demonstrate valid possession of all required licenses, and to keep all required licenses in effect for the term of this Agreement.

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

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To the extent permitted by law, Vendor shall be liable to and hereby agrees to defend and hold the City, and its officers, officials, agents, and employees harmless from all liability, including, but not limited to, claims, actions, causes of action, liens, losses, damages, costs, legal fees, expenses, or judgments resulting from claimed injury, death, damage to property, or loss of use of property or any person or legal entity arising out of or in any way connected with Vendor's responsibilities under this Agreement.

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

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- 3. Workers' Compensation. Vendor shall procure and maintain during the life of this Agreement, Workers' Compensation insurance that complies with all statutory requirements. Vendor shall require any subcontractor under this Agreement to procure and maintain insurance meeting the above criteria.

Acceptability of Insurers. The insurance policies required by this Section shall be issued by an insurer with an A.M. Best rating of no less than A- (A minus) and a Financial Category rating of no less than VII.

Proof of Insurance. Vendor shall provide the City with certificate(s) of insurance showing the type, amount, effective dates, and expiration dates of required policies. Vendor shall provide the certificate(s) to the City's Purchasing Agent. If any of the policies required under this Section expire when this Agreement is in effect, Vendor shall provide renewal certificates to the City. The certificate of insurance shall require the insurance company to notify the City at least 30 days prior to the expiration, cancellation, non-renewal, or material change in the coverage. The Certificate Holder on the proof of insurance should be listed as:

City of Sheboygan, Wisconsin 828 Center Ave., Suite 110 Sheboygan, Wisconsin 53081

This insurance shall not relieve or decrease the extent to which Vendor may be held responsible for payment of damages resulting from this Agreement.

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

L. Intent to Be Bound

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

M. Non-Collusion

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

- 1. The prices in its bid were arrived at independently, without collusion, consultation, communication, or agreement for the purpose of restricting competition as to any other matter relating to such prices with any other bidder or with any other competitor.
- 2. Unless otherwise required by law, the prices quoted in Vendor's bid were not disclosed by Vendor prior to opening.
- 3. No attempt was made to induce any other person, partnership, or corporation to submit or not submit a response to the City regarding the street trees for the purpose of restricting competition.

N. Non-Discrimination

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

Vendor further agrees to take affirmative action to ensure equal employment opportunities.

O. Notices

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

City Clerk	Chestnut Ridge Nursery
City of Sheboygan	225 Crescent Drive
828 Center Ave.	Orchard Park, NY 14127
Sheboygan, Wisconsin 53083	

Vendor:

City:

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

P. Severability

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

Q. Schedule

The Parties agree that no charges or claims for damages shall be made by Vendor for any delays or hindrances, from any cause whatsoever, during its completion of its obligations under this Agreement. Such delays or hindrances, if any, may be compensated for by an extension of time for a reasonable period as may be mutually agreed upon between the Parties, it being understood however, that permitting Vendor to proceed to complete any obligation, or any part of its obligations, after the date to which the time of completion may have been extended shall, in no way operate as a waiver on the part of the City of any of its rights herein.

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

R. Termination

In the event Vendor shall default in any of the covenants, agreements, commitments, or conditions contained in this Agreement, and any such default shall continue unremedied for a period of 10 days after written notice to Vendor, the City may, at its option, and in addition to all other rights and remedies which it may have in law or equity, terminate the Agreement and all rights of Vendor under the Agreement.

The City reserves the right to cancel this Agreement with any state or federally debarred contractor.

S. Third Party Rights

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

T. Vendor's Representations

In order to induce the City to enter into this Agreement, Vendor makes the following representations:

- 1. Vendor has carefully examined the Agreement.
- 2. If, in Vendor's judgment, any observable local or site conditions may affect the delivery, cost, progress, or furnishing of the goods, then Vendor has visited the Point of Destination and site where the goods are to be installed and become familiar with and is satisfied as to the observable local and site conditions that may affect delivery, cost, progress, and furnishing of the goods.
- 3. Vendor is familiar with and is satisfied as to all Laws and Regulations that may affect the cost, progress, and performance of Vendor's obligations under the Agreement.

- 4. Vendor has carefully studied, considered, and correlated the information known to Vendor with respect to the effect of such information on the cost, progress, and performance of Vendor's obligations under the Agreement.
- 5. Vendor has given the City written notice of all conflicts, errors, ambiguities, or discrepancies that Vendor has discovered in the Agreement, and the written resolution (if any) by the City is acceptable to Vendor.
- 6. The Agreement is generally sufficient to indicate and convey understanding of all terms and conditions for performance of Vendor's obligations under the Agreement.
- 7. Vendor's entry into this Agreement constitutes an incontrovertible representation by Vendor that without exception all prices in the Agreement are premised upon furnishing the goods as required by the Agreement.

U. <u>Waiver</u>

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

V. Other Provisions

- 1. Advertising and News Releases. Reference to or use of the City, or any of its departments, officials, or employees, for commercial promotion is prohibited. News releases pertaining to this procurement shall not be made without prior approval of the City's Representative. Release of broadcast e-mails pertaining to this procurement shall not be made without prior written authorization of the City's Representative.
- 2. Authority. Each person executing this Agreement on behalf of a party hereto represents and warrants to the other party: That the execution and delivery of this Agreement has been duly authorized, that the person or persons executing this Agreement have the full power, authority, and right to do so, and that such execution is sufficient and legally binding on such party to enable this Agreement to be enforceable in accordance with its terms.
- 3. **Interpreting the Contract Documents**. In interpreting the Agreement, words describing materials that have a well-known technical or trade meaning shall be construed in accordance with such well known meanings unless otherwise specifically defined.

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

CITY OF SHEBOYGAN, WISCONSIN

CHESTNUT RIDGE NURSERY, INC.

BY:	BY:
Ryan Sorenson, Mayor	
ATTEST:	
Meredith DeBruin, City Clerk	
DATE:	DATE:

This Agreement Authorized by Resolution _____

EXHIBIT 1

14	44 village green zelkova, Zelkova serrota 'Village Green'		\$71	#3,124
	proposed substitution:			
	44	spaeth's alder, Alnus x Spoethii		1
15		acceptable substitution or combination: Catalpa speciase		12 Fal
		proposed substitution:	#80	\$3,520
		events with a second to all the the trade to a second second second	N 11 C	1 WACA
16	4 (not 44)	Japanese stewartla, Stewartia pseudocamellia proposed substitution:	# 115	\$460
	1	proposed substitution:		
	Quantity			
Item	Required	4' to 5' Whip	Price Each	Price Total
				ALCIA
17	10	sugar maple, Acer saccharum	#18	#186
		proposed substitution:		
	10	shagbark hickory, Carya ovata	#18	#180
18		proposed substitution:		
				,
Firm Na	ame:	Chestnut Ridge Nursery, Inc.		
Addres	5:	225 Crescent Drive		
City Ct.	ata Tiai	Orchard Park, NY 14127		
City, 56	ate, Zip:			
Phone:	8	1716)725-8043		
		(71) 110 0742		
Fax:		(710)648-07-15		
		At we What		
Authori	ized Signatu	Ire: ZMZY / WIT		
Printed	Manua.	Alussa N. Smith		
Email_	506 (2 chestnutridgenurseryinc.com		

FIRM NAME: Chestmut Ridge NUISery, Inc.

City of Sheboygan Spring 2023 Street Tree Purchase

		1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1		
ltem	Quantity	1.5" to 1.75" Bare Root Single Stem	Price Each	Price Total
item	Required	WILL NOT accept Container or B&B trees	Price Each	Price Total
	50	robin hill serviceberry, Amelanchier grandifiara 'Rabin Hill'		1
1		proposed substitution: American Mer 'Avtumn Balliana'	\$ 02	#4,650
		OR Amelanchier Cumulus	4 7 3	41,000
	50	ruby slippers maple, Acer ginnola 'Ruby Slippers'		
2		acceptable substitution or combination: Acer ginnola 'Flame' proposed substitution:	#79	#3,950
				-7
3	50	regal prince oak, Quercus robur x bicolor 'Regal Prince'	#79	\$3,950
		, proposed substitution:		
	50	worplesdon sweetgum, Liquidambar styraciflua 'Worplesdon'	#73	# 3,650
4		acceptable substitution or combination: Liquidambar styraciflua		
		'Moraine'		
	1	proposed substitution:		
5	50	exclamation planetree, Platonus x 'Exclamation'	\$ 68	#3400
2		proposed substitution:		,
	50		#70	1+7-00
6	50	scarlet oak, Quercus coccineo proposed substitution:	#78	#3,900
		huden and the out		1
	44	sugar cone maple, Acer saccharum 'Sugar Cone'		
7		acceptable substitution or combination: Acer tataricum proposed substitution:	#98	# 4,312
		proposed substitution.		1 1
	44	seven-son flower, Heptacodium miconioides		-
8		acceptable substitution or combination: Crataegus crusgalli 'Inermis'	\$70	# 3080
		proposed substitution: Crathegus Chus-galli in ermis 14"	410	
	44	golden glory cornelian cherry, Cornus mos 'Golden Glory'	\$108	# 4,752
9		acceptable substitution or combination: Cornus mas 'Saffron Sentinel'		p
		proposed substitution:		1
10	44	black tupelo, Nysso sylvatica	#99	# 4,356
10		proposed substitution:		
	44		#99	8 1 251
11	44	autumn gold maidenhair tree, Ginkgo biloba 'Autumn Gold' proposed substitution:	771	- 4, 506
		I bushesses a stratification		I
12	44	european hombeam, Carpinus betulus	#82	# 3,608
		proposed substitution:		
	44	dawa radwaad. Afatorooyofo alwatatha kuidaa	雪 子名	1 x 24 27
13	44	dawn redwood, Metasequoio glyptostroboides proposed substitution:	- TO	*5134
		I proposed apparentiation.	1	1



(th)

Res. No. $\frac{65}{22}$ - 22 - 23. By Alderpersons Felde and Ackley. September 6, 2022.

A RESOLUTION authorizing application for the NAMI Wisconsin CIT and CIP Expansion Grant.

WHEREAS, the City of Sheboygan has the opportunity to obtain a grant in the total amount of \$3,799.82 from NAMI Wisconsin to support Crisis Intervention Training ("CIT") by the Sheboygan Police Department; and

WHEREAS, in order to obtain the grant in the amount of \$3,799.82, it is necessary for the City to submit an application through NAMI Wisconsin and enter into an MOU with NAMI Wisconsin, a copy of which is attached; and

WHEREAS, the funding received would be 100% from NAMI Wisconsin with no local match requirement.

NOW, THEREFORE, BE IT RESOLVED: That the Common Council hereby authorizes the Chief of Police to submit all of the information necessary for the grant application, sign all documents including the MOU, and administer the funds, including making any necessary budget transfers.

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of ______, 20____. Dated _______ 20____. City Clerk Approved ______ 20____. Mayor

NAMI Wisconsin CIT and CIP Expansion Grant Memorandum of Understanding (MOU) 2022 to 2023

As part of a statewide initiative to expand and strengthen Crisis Intervention Teams (CIT) and Crisis Intervention Partners (CIP) in Wisconsin, grant fuds are available to fund local CIT, CIT Advance/Special Topics trainings, and CIP Trainings. These grant funds are provided by the state of Wisconsin CIT&CIIP Expansion Grant administered by NAMI Wisconsin. This Memorandum of Understanding (MOU) outlines factors are essential for CIT&CIP sustainability for Wisconsin – including connecting the CIT&CIP community, tracking outcomes, etc. We appreciate your work to strengthen CIT&CIP in Wisconsin and we look forward to partnering with you.

This MOU is between NAMI Wisconsin and Sheboygan Police Department

Approved grant funding and CIT& CIP training information:

Funding will be provided to cover the costs outlined in the submitted budget for the following:

Trainings: CIT

Dates: October 24-28, 2022

Location: Sheboygan, WI

Hosted by: Sheboygan Police Department

The full amount of \$3,799.82 upon receipt of this signed MOU.

Please note by signing this MOU you are required to abide by the grantee requirements listed below. (#1-3).

If the grantee does NOT meet these expectations, the grantee is required to return all the funds to NAMI Wisconsin within 30 days of the scheduled training.

No personal checks will be issued.

Upon approval of the funding for a CIT/CIP training, the grantee agrees to abide by the following requirements:

- 1. Prior to the training:
 - i. Ensure there will be NO charge to those attending the training.
 - ii. Notify NAMI Wisconsin at least 6 weeks prior to training the exact dates of the training
 - iii. Add Excited Delirium and Medical Emergencies 1 hour presentation to the agenda
- 2. During the training:
 - i. The CIT/CIP Wisconsin pre and post evaluations will be administered to all participants.
 - ii. The CIT/CIP Wisconsin pins/patches will be administered to all participants.
- 3. Within 30 days of the completed training, the grantee will submit to NAMI Wisconsin:
 - A roster of the training team's committee members (names and emails).
 - ii. A roster of speakers/presenters (names, emails, and topics)
 - iii. A roster of attendees (names, emails, and department/organization)
 - iv. CIT/CIP Wisconsin pre and post evaluation data (NOTE: training teams may compile their own data and submit a report OR send copies of the completed evaluations to NAMI Wisconsin.

The undersigned agree to the above listed terms of this MOU.

Emilie Smily 8/26/22 NAMI Wisconsin

Name, Title, Department, Date

Have product ordered to the following address:

City of Sheboygan Attn: Stephen Cobb 1315[•]N 23rd St. Suite 101 Sheboygan, WI 53081



Res. No. \mathcal{U} - 22 - 23. By Alderpersons Mitchell and Filicky-Peneski. September 6, 2022.

A RESOLUTION authorizing entering into a contract with Key Benefit Concepts for an updated actuarial valuation of Other Post-Employment Benefits (OPEB) liability.

NOW, THEREFORE, BE IT RESOLVED: That the Finance Director is hereby authorized to execute and accept the proposal for the 4-year agreement with Key Benefit Concepts, a copy of which is attached hereto.

BE IT FURTHER RESOLVED: That the appropriate City officials are authorized to draw funds from Account No. 101150-531100 (Finance - Contracted Services) in payment of same.

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of ______, 20____. Dated ______, 20____. City Clerk Approved ______ 20____. Mayor

Subsequent OPEB Valuation for the City of Sheboygan

Previous Study

Key Benefit Concepts completed an actuarial liability study for the City of Sheboygan in March 2021. The study had a valuation date of December 31, 2019. We provided an actuarial valuation of Other Post-Employment Benefits (OPEB) liability. On pages 7-11 is the summary of benefits for which we based the City's previous valuation. If the benefits remained the same, we anticipate our fees for an updated valuation to be \$8,500.

If the City wishes to have an updated study at this time, please sign and return the attached acceptance form and we will begin a subsequent liability study upon acceptance.

If further changes beyond those already noted on pages 7-11 have been made to your City's post employment benefits, and the City is interested in an updated study at this time, please sign the attached acceptance as well as send us the modified benefits. We will review the changes and reply with modifications to our fees, if needed, based upon the noted benefit changes.

New Study

Subsequent studies may be more complex than initial studies and require more work than merely updating terminated employees and new hires. The retirement, termination and addition of employees can change the demographics of a group (i.e. average age and years of service, average age of medical plan participant). These demographics are critical in the calculation of the liabilities, particularly in that of the implicit rate subsidy. In other words, when performing a subsequent study, regardless if it is the actuary that performed the prior valuation or some other actuary, calculation of the liabilities is performed as of the new valuation date, based upon the actives and retirees of the City as of this new valuation date and their associated demographics. So, in this regard, it is as if we are performing an initial study all over again.

Please note that KBC does not provide legal advice. The scope of the project is clearly defined in our proposal and does not include commentary or accountability for whether such benefits and eligibilities comply with state, federal or other required guidelines. The government entity is responsible for assuring that the benefits it provides are in compliance with all current regulations.

City Funding

Via emails from the City on August 3, 2022, the City is funding benefits as follows:

- <u>OPEB</u>: pay-as-you-go basis from general assets (i.e., the City is *not* funding its benefit via an irrevocable trust or account).
- Self-funded health benefit: The City provides health benefits on a self-funded basis.

With recent changes in GASB guidelines, it is important to note that this proposal for a new valuation is based upon this City Funding approach.

Proposed Valuation

This proposal is for a valuation of the OPEB (GASB 74/75) benefits based upon compliance with the new GASB Statements.

The proposal assumes the following:

- Valuation Date: 12/31/2021
- Measurement Date: 12/31/2022
- Reporting Date: 12/31/2022

<u>Fees</u>: The fee for services is expected to be no greater than the fee shown. These fees are based upon the City's funding method noted above. Should the City be using a different funding method than as noted herein, the fees for services are <u>not valid</u> and a new proposal is required.

Under new GASB Statements, it is required for an actuary to update tables in the year between valuations. KBC will provide OPEB table updates for fiscal year end reporting 12/31/2023. Since this is billed separately in the subsequent year, the fee for the table updates are itemized separately. Our fee below is for the table updates, based upon following GASB Statements 75, and assuming that the City is agreeable to a measurement date that is the same as the reporting date for such updates. Our fee is based upon this assumption.

Subsequent Actuarial Valuation & Required Table Update Fee			
	Fee		
OPEB Valuation			
Discounted fee if paid by cash, check or ACH Transfer	\$ 8,500		
 Paid by Debit/Credit Card (including processing fee) * 	\$ 8,755		
In Person Visit to City to Present Updated Report (optional service)	\$ 325		
Virtual Meeting with City to Present Updated Report outside of regular business hours (optional service)	\$ 250		
Required Table Update - for the 12/31/2023 financial reporting year end OPEB Table Updates GASB 75 - Roll Forward			
Fee if paid by check or ACH Transfer	\$ 800		
 Paid by Debit/Credit Card (including processing fee) * 	\$ 824		

Option: 4-year Agreement - (Fee for Valuation 12/31/2021, Table Updates 12/31/2022, Updated Valuation 12/31/2023, and Table Updates 12/31/2024)

Many entities request multi-year agreements; thus, we have provided this option for the City as well. Below are our fees for the 12/31/2021 (FYE 12/31/2022) valuation, 12/31/2022 (FYE 12/31/2023) table updates, the subsequent valuation as of 12/31/2023 (FYE 12/31/2024), and table updates as of 12/31/2024 (FYE 12/31/2025).

The fees for the valuations and the table updates assume there will be no changes or modifications to the eligibility or post employment benefits from the initial year valuation. The subsequent year following the valuation requires table updates. Each new valuation requires calculations of the inflows and outflows and preparation/update of the table of inflows and outflows. This multi-year agreement allows the City to budget for upcoming expected costs. Further, since the 4-year

agreement reduces KBC's administrative time/expense to prepare the proposal and request approval, the fees for the 4-year period reflects the reduced time/expense spread over the 4-year period.

Should the GASB guidelines, benefits, eligibility, or measurement date change, the fees below would be subject to change. With a material change, a current multi-year contract would be superseded by a new proposal/ agreement with revised fees; which the City would have the opportunity to accept for the remaining duration of the initial executed agreement **or** decline, thus terminating the contract for any remaining years. In addition, should it be determined there is no longer a post employment benefit requiring valuation for reporting purposes the contract would terminate for any remaining duration.

Actuarial Valuation & Required Table Update Fees		Credit Card*		Check or ACH	
1. Subsequent OPEB Valuation GASB 75 as of 12/31/2021 for FYE 12/31/2022	\$	8,498	\$	8,250	
2. Required OPEB Table Update GASB 75 for the fiscal year end 12/31/2023	\$	824	\$	800	
3. Subsequent OPEB Valuation GASB 75 as of 12/31/2023 for FYE 12/31/2024	\$	8,755	\$	8,500	
4. Required OPEB Table Updates GASB 75 for the fiscal year end 12/31/2025	\$	850	\$	825	
Total 4-year Agreement Fees	\$	18,926	\$	18,375	

*Paid by Debit/Credit Card (including processing fee). KBC offers the option of paying the fee by debit or credit card. The difference in the fee is the processing service cost. There is a discounted fee for payment by check, cash or ACH transfer as noted.

An in person visit to the City to present updated report (optional services) \$325/visit or \$250/ visit for a virtual meeting with the City to present the updated report if outside of regular business hours.

Fees noted in this proposal are valid if accepted by September 15, 2022.

The fees for the table updates assume there will be no changes or modifications to the eligibility or post employment benefits from the 12/31/2021 valuation. Note, the fee for table update services will be invoiced in 2022/ 2023 after the service is provided.

Subsequent studies and alterations are not included in the above noted fee.

Because of the importance of oral and written representations to an effective agreement, The City hereby releases KBC and its current, former or future owners, agents, employees, personnel and assignees from any and all claims, liabilities, costs and expenses attributable to a misrepresentation by the City or its management. Further, the City understands and agrees to the valuation as prepared by KBC or assignee according to the following process and outcomes:

The calculations of cost and liabilities illustrated will be determined according to generally accepted actuarial principles and standards. Specific assumptions and actuarial methodology for the study will be defined within the report. Each material assumption will be, in the actuaries' opinion, individually reasonable and falls within the best estimate range, taking into

account past experience and reasonable future expectations, and is consistent with each other material assumption. Given that actual experience may vary from the actuarial assumptions projected, developing liabilities and costs may differ from those estimated in the report. Furthermore, in the event of any inaccuracies in the information or data provided, upon which these calculations were based, revisions may be needed. Fees associated with such revisions are not within the scope of this project. Additional fees will be determined and approved by the City before revisions are made.

The valuation will be prepared in full compliance with the American Academy of Actuaries "Code of Professional Conduct" Precept 7 regarding conflict of interest. The actuaries certifying the valuation meet the qualifications of the American Academy of Actuaries required to provide the actuarial opinion detailed in this report.

The valuation and report will be prepared solely for the purposes of providing information required by The Government Accounting Standards Board (GASB) for the City's financial reporting. KBC assumes neither responsibility nor any liability for use of this report for any other purposes.

Therefore, if the above services and guidelines are met, neither KBC nor its current, former or future owners, agents, employees and personnel shall be liable to the City, whether a claim be in tort, contract or otherwise, for any amount in excess of the total professional fees paid by the City under this agreement.

<u>City Multi-year Disclaimer</u>: "Notwithstanding any provision in this Agreement to the contrary, in the event that no funds or insufficient funds are appropriated by Lessee's governing body for the next fiscal year for payments due under this Agreement, this Agreement shall terminate the end of such fiscal year on the last day of the fiscal year for which appropriations were received and no further services shall be provided under the Agreement. The City shall notify KBC of nonappropriation within thirty (30) days of its occurrence."

<u>Timetable</u>: Upon receipt of <u>all required data</u>, the valuation is scheduled to be completed within a 12-week timetable. However, please note that during periods of high volume, the timetable may be longer.

<u>Review and Report</u>: Our fees include a telephonic review of the draft report and preparation of an electronic version of the report and up to two hard copies of the final valuation report, if requested.

<u>City Visit:</u> Many government entities do not require a presentation with the subsequent study. Thus, the subsequent valuation <u>does not</u> include a visit to the City to present the finalized report. However, this service is available at an additional cost. Please contact us if you should like a presentation.

<u>Invoicing</u>: Statements for work completed will be invoiced when a draft valuation is provided to the City. Payment is due upon receipt. Subsequent invoices will be sent if additional services are requested.

Proposal Acceptance

If the City wishes to have an updated study at this time:

 Please sign and return the attached acceptance form and we will begin a subsequent liability study upon acceptance. If further changes have been made to your City's post employment benefits, and the City is interested in an updated study at this time:

- Please sign the attached acceptance as noted and <u>make the changes on the benefit</u> <u>summaries</u>.
- We will review the changes and reply with modifications to our fees, if needed, based upon the noted benefit changes.

Acceptance for a Subsequent Actuarial Liability Study

This proposal forms an agreement between the City of Sheboygan and Key Benefit Concepts, LLC.

Actuarial Valuation including OPEB & Required Table Updates:

Please check the appropriate boxes:

The City's medical plan is:	The City's	The City's benefits are funded through:		
Fully Insured				
□ Self-funded	OPEB	General Assets	□ Irrevocable I rust	
	If res	ponse does not agree with notes of	on page 1 & 2, fee will change	

Please check one box below:

□ The City accepts the proposal for a 2-year agreement (Valuation 12/31/2021, Table Updates 12/31/2022)

□ The City accepts the proposal for the 4-year agreement (Valuation 12/31/2021, Table Updates 12/31/2022, Updated Valuation 12/31/2023, and Table Updates 12/31/2024). This agreement allows for early termination only if the City no longer has an OPEB liability.

Please check one box below:

- □ The Post Employment Benefit Summaries as provided in this proposal, accurately and completely reflect the current retirement benefits offered by the City.
- Modifications were made to the City's post-employment benefits beyond those already noted in the Post-Employment Benefit Summary. These additional modifications have been noted as illustrated on pages 7-11. The Post-Employment Benefit Summary with the noted changes accurately and completely reflects the retirement benefits currently offered by the City.

Disclaimer

- Upon receipt of the eligibility and post employment benefit data required for valuation, should we find that
 eligibility and/or benefits are significantly different than outlined in this proposal or changes in GASB
 requirements have occurred, KBC reserves the right to revise our proposal and the associated fees for the
 study.
- <u>To avoid additional charges, please make sure the benefit summaries provided are correct.</u> Upon review of the draft report should further modifications be required beyond those noted in the summary with the acceptance, wherein the calculated liabilities are affected, additional fees will be charged. These fees will be based upon the additional time required to recalculate the liabilities. With the inclusion of the additional fee, the total due may exceed the fee noted in this proposal.

City of Sheboygan

Kaitlyn Krueger, Finance Director/ Treasurer

Date

Facsimiles of acceptance signatures shall be as valid as the original signatures.

City of Sheboygan

Post-Employment Benefit Summary

Police Officers					
Eligibility	OPEB				
Eligible for retirement under WRS Health Insurance Escrow Account: Upon retirement, the City shall establis is Health Insurance Escrow Account to be used for full payment (100%) of lowest priced single medical plan until age 65, Medicare or any government sponsored insurance, death or its exhaustion, whichever should occur first. The monies to be placed into the retiree's account will be determined as follows:					
	Sick Leave Conversion Credit (Implicit Rate Subsidy Only): Full conversion of credit of accumulated unused sick leave not in excess of seventy-five (75) days at regular rate of pay exclusive of holiday pay at the time of retirement.				
	Good Attendance/Retirement Bonus Program (Implicit Rate Subsidy Only): For each sick leave day accumulated after January 1, 1985 and in excess of 149 days, the retiree shall receive 1 retirement credit. These credits will be converted into a cash value at the rate of 12% of the single plan rate in effect upon retirement, not to exceed \$65 per credit.				
	 <u>Retiree Insurance Credit</u>: Eligible retirees will receive \$55.29 per month times the number of months from the month after retirement until age 65. 				

Local 483 Fire Union & Paramedics

Eligibility	OPEB
Eligible for retirement under WRS Health Insurance Escrow Account: Upon retirement, the City shall es a Health Insurance Escrow Account to be used for full payment (100° lowest priced single medical plan until age 65, Medicare or any gover sponsored insurance, death or its exhaustion, whichever should occu The monies to be placed into the retiree's account will be determined follows:	
	Sick Leave Conversion Credit (Implicit Rate Subsidy Only): Full conversion of credit of accumulated unused sick leave not in excess of seventy-two (72) days at regular rate of pay.
	Good Attendance/Retirement Bonus Program (Implicit Rate Subsidy Only): For each sick leave day accumulated after January 1, 1987 and in excess of 144 days, the retiree shall receive 1 retirement credit. These credits will be converted into a cash value at the rate of 12% of the single plan rate in effect upon retirement, not to exceed \$65 per credit, increasing to \$90/credit effective 1/1/2021.
	<u>Retiree Insurance Credit</u> : Eligible retirees will receive \$60.16 per month, times the number of months from the month after retirement until age 65.

Local 483 Fire Union & Paramedics (continued)

Eligibility	OPEB
Upon retirement, lay off without cause or death with 5 years or more of continuous service	A full-time employee in the bargaining unit is entitled to payment of one- half (½) of all accumulated sick leave up to a maximum of seventy-two (72) days' pay, less any amount paid out as a result of any previous termination.
	The employee, upon request shall be allowed to deposit the after-tax value for the purposes of payment of health insurance premiums <i>(Implicit Rate Subsidy Only)</i> , not to exceed the cost of insurance premiums for one year and including any increase in insurance premiums as applicable. A day's pay does not include holiday pay if previously paid, and the rate of pay shall be the rate in effect at the time of retirement.

Police Supervisors

Eligibility	OPEB
Eligible for retirement under WRS	<u>Health Insurance Escrow Account:</u> Upon retirement, the City shall establish a Health Insurance Escrow Account to be used for full payment (100%) of lowest priced single medical plan until age 65, Medicare or any government-sponsored insurance, death or its exhaustion, whichever should occur first. The monies to be placed into the retiree's account will be determined as follows:
	Sick Leave Conversion Credit (Implicit Rate Subsidy Only): Full conversion of credit of accumulated unused sick leave not in excess of eighty (80) days at regular rate of pay exclusive of holiday pay at the time of retirement.
	<u>Good Attendance/Retirement Bonus Program</u> (Implicit Rate Subsidy Only): For each sick leave day accumulated after January 1, 1985 and in excess of 144 days, the retiree shall receive 1 retirement credit. These credits will be converted into a cash value at the rate of 12% of the single plan rate in effect upon retirement.
	 <u>Retiree Insurance Credit</u>: Eligible retirees will receive \$58.03 per month, times the number of months from the month after retirement until age 65.

Non-Represented

	ber 31, 2011; Eligible for Retirement Under WRS with at Least 15 Years of which a Minimum of 5 were Served as a Non-Represented									
Eligibility	ОРЕВ									
Eligible for retirement under WRS with a minimum of 15 years of service of which at least the last 5 are served as a Non- Represented employee										
TIER II: Those NOT Meeting ALL the Retirement Requirements as of December 31, 2011										
Eligibility	OPEB									
Eligible for retirement under WRS with a minimum of 15 years of service of which at least the last 5 are served as a Non- Represented employee	<u>Medical Premium Contributions:</u> Upon retirement, the City will contribute 50% of the single or family medical premium on behalf of the retiree for a maximum period of 5 years (2.5 years if non-exempt) but not to exceed Medicare-eligibility, age 65 or death.									
	TIERS I & II									
Eligibility	OPEB									
Eligible for retirement under WRS early retirement	<u>Sick Pay Bank:</u> <i>(Implicit Rate Subsidy Only)</i> Unused sick leave accumulated up to the first 1152 hours will be valued at the hourly rate in effect on December 31, 2011. All hours exceeding 1152 will be converted into credits by dividing them by 8; each credit is valued at \$60. The resulting funds may be used to pay for health insurance premiums until age 65, Medicare, or any government-sponsored insurance or death or its exhaustion, whichever occurs first.									
	Non-OPEB (Compensated Absence)									
	<u>Sick Leave Payout:</u> Retirees not participating in the medical plan may instead choose a cash payout of 50% of their unused sick hours accumulated upon retirement up to a maximum of 576 hours.									
and upon receiving a WRS Staff (with the exception of follow applicable Non-Repr	om Local 483 into a Fire Command Staff position (with the exception of the Fire Chief) qualified retirement for protected, sworn employee who actually retires; a Fire Command the Fire Chief) may retain the retirement severance benefits at the time of promotion or resented retirement benefits (Tier II or III, depending on start date of promotion). This me of retirement notification.									

Eligibility	OPEB
Eligible for retirement under WRS	All eligible library employees received an HSA contribution equivalent to their total sick bank hours remaining at the end of 2018, or received a cash payout of their total remaining sick bank hours. These payouts were made on the 12/28/2018 and 1/11/2019 payrolls.
retirement under	to their total sick bank hours remaining at the end of 2018, or receive a cash payout of their total remaining sick bank hours. These payou were made on the 12/28/2018 and 1/11/2019 payrolls.

Mead Public Library

ASCME 1564 (City Hall Employees), DPW AFSCME 2039 (Labor Trade) & Professional 5011 Union

Eligibility	OPEB
Eligible for retirement under WRS early retirement	Sick Pay Bank: <i>(Implicit Rate Subsidy Only)</i> Unused sick leave accumulated as of December 31, 2011; up to the maximum amounts of 672 hours for Locals 1564 & 2039 and 640 hours for Local 5011, will be valued at the hourly rate in effect on December 31, 2011. The resulting funds may be used to pay the full (100%) single medical premium rate until age 65, Medicare or any government-sponsored insurance, 18 months from the date of retirement, death or exhaustion of funds, whichever occurs first.
	Non-OPEB (Compensated Absence)
	Sick Leave Payout: Retirees not participating in the medical plan may instead choose a cash payout of 50% of their unused sick hours accumulated as of December 31, 2011; up to the maximum amounts of 672 hours for Locals 1564 & 2039 and 640 hours for Local 5011, converted the hourly rate in effect on December 31, 2011.

Local 998 Transit

Eligibility	OPEB
Eligible for retirement under WRS	<u>Medical & Dental Insurance:</u> Upon retirement, the City will contribute the same amount of premiums as is provided to active employees (currently 80%) at the single or family medical premium rate on behalf of the retiree until Medicare eligibility.
	Employees hired on or after January 1, 2013, upon retirement or termination of employment, will only be eligible for 18 months of COBRA coverage.
	 Notes: A surviving spouse is eligible to remain on the City's medical plan. Upon eligibility for Medicare, Medicare benefits will be integrated. The retiree premium rate will be reduced to reflect this integrated program. Retirees have a one-time option of switching between single or family coverage if personal circumstances change and if allowed by carrier.

Notes:

- Upon retirement or exhaustion of retiree's fund balances for use towards continued coverage or any city-provided contributions, retirees may self-pay to continue coverage on the City's group medical plan (unless specifically noted otherwise above).
- The sick leave benefit is not an OPEB benefit, but a compensated absence under GASB 16. However, the resulting implicit rate subsidy, when applicable, from use of such funds to remain on the City's medical plan should be accounted for as an OPEB.
- The City has a high deductible health plan (\$1,500 single/ \$3,000 family). For 2021 the City will provide **only active employees** enrolled in the health insurance plan with HSA contributions of \$750 single/ \$1,500 family/ limited family.
- Effective January 1, 2016, active Transit employees on the City's high deductible health plan will receive HSA contributions of \$600 single/ \$1,200 family each year of the agreement and agree to no deductible increases in each year of the contract. There are no HSA contributions provided in retirement (retirees have received HSA contributions in 2019; no further HSA contributions have been provided. 2019 was the only year this occurred).

Res. No. $(\rho \rho - 22 - 23)$. By Alderpersons Mitchell and Filicky-Peneski. September 6, 2022.

A RESOLUTION authorizing a budget adjustment and appropriation in the 2022 budget regarding the implementation of the updated pay scale for non-represented employees.

WHEREAS, the City hired Carlson-Dettmann to perform a compensation study that resulted in a proposed updated pay scale for all non-represented employees; and

WHEREAS, a budget transfer would be required to fund the proposed pay scale, if approved; and

WHEREAS, the Finance Director has been directed by Common Council to draft a budget transfer resolution to be presented to Council for approval as to effectuate the implementation of the classification and steps; and

WHEREAS, the City set aside \$400,000 in a wage adjustment reserve account in the 2022 budget for the purposes of implementing the new compensation plan.

NOW, THEREFORE, BE IT RESOLVED: That the Finance Director is authorized to increase the appropriation to the below listed accounts as follows:

Account No. Account Name

Amount

101120-510110	Municipal Court - Full-Time Salaries	\$ 790.40
101120-520310	Municipal Court - WRS	\$ 49.00
101120-520311	Municipal Court - FICA	\$ 11.46
101120-520320	Municipal Court - Medicare	\$ 51.38
101130-510110	Attorney - Full-Time Salaries	\$ 13,881.92
101130-520310	Attorney - WRS	\$ 860.68
101130-520311	Attorney - FICA	\$ 201.29
101130-520320	Attorney - Medicare	902.32
101140-510110	Mayor - Full-Time Salaries	\$ 2,288.00
101140-520310	Mayor - WRS	\$ 141.86
101140-520311	Mayor - FICA	\$ 33.18
101140-520320	Mayor - Medicare	\$ 148.72
101141-510110	City Administrator - Full-Time Salaries	\$ 873.60
101141-520310	City Administrator - WRS	\$ 54.16
101141-520311	City Administrator - FICA	\$ 12.67
101141-520320	City Administrator - Medicare	\$ 56.78
101142-510110	City Clerk - Full-Time Salaries	\$ 2,587.00
101142-520310	City Clerk - WRS	\$ 160.39
101142-520311	City Clerk - FICA	\$ 37.51
101142-520320	City Clerk - Medicare	\$ 168.16

101150-510110	Finance – Full-Time Salaries	\$	3,619.20
101150-520310	Finance - WRS	\$	224.39
101150-520311	Finance - FICA	\$	52.48
101150-520320	Finance - Medicare	\$	235.25
101160-510110	City Buildings - Full-Time Salaries	\$	2,932.80
	1		181.83
101160-520310	City Buildings - WRS	\$	
101160-520311	City Buildings - FICA	\$	42.53
101160-520320	City Buildings - Medicare	\$	190.63
101210-510110	Police Department - Full-Time Salaries	\$	19,766.24
101210-520310	Police Department - WRS	\$	1,225.51
101210-520311	Police Department - FICA	\$	286.61
101210-520320	Police Department - Medicare	\$	1,284.81
	Fire & Emergency Med Svcs - Full-Time	\$	14,248.00
101220-510110			
101220-520310	Fire & Emergency Med Svcs - WRS	\$	7.09
101220-520311	Fire & Emergency Med Svcs - FICA	\$	1.66
101220-520320	Fire & Emergency Med Svcs - Medicare	\$	2,331.29
101240-510110	Building Inspections - Full-Time	\$	10,774.40
101240-520310	Building Inspections - WRS	\$	668.01
101240-520311	Building Inspections - FICA	\$	156.23
	Building Inspections - Medicare	\$	700.34
101240-520320			
101310-510110	Public Works Admin - Full Time Salaries		25,989.60
101310-520310	Public Works Admin - WRS	\$	1,611.36
101310-520311	Public Works Admin - FICA	\$	376.85
101310-520320	Public Works Admin – Medicare	\$	1,689.32
101331-510110	Streets Maintenance – Full-Time	\$	18,564.00
101331-520310	Streets Maintenance - WRS	\$	1,150.97
101331-520311	Streets Maintenance - FICA	\$	269.18
	Streets Maintenance - Medicare	\$	1,206.66
101331-520320			second the second of the second
101362-510110	Sanitation - Full-Time Salaries	\$	925.60
101362-520310	Sanitation - WRS	\$ \$	57.39
101362-520311	Sanitation - FICA		13.42
101362-520320	Sanitation - Medicare	\$	60.16
101520-510110	Parks – Full-Time Salaries	\$	13,676.00
101520-520310	Parks - WRS	\$	847.91
101520-520311	Parks - FICA	\$	198.30
	Parks - Medicare	\$	888.94
101520-520320			
101530-510110	Uptown Social - Full-Time Salaries	\$	2,454.40
101530-520310	Uptown Social - WRS	\$	152.17
101530-520311	Uptown Social - FICA	\$	35.59
101530-520320	Uptown Social - Medicare	\$	159.54
101690-510110	City Development - Full-Time Salaries	\$	14,040.00
101690-520310	City Development - WRS	\$	870.48
101690-520311	City Development - FICA	\$	203.58
		\$	912.60
101690-520320	City Development - Medicare	Ч С	
211519-510110	Cable TV - Full-Time Salaries	\$	7,641.40
211519-520310	Cable TV - WRS	\$	473.77
211519-520311	Cable TV - FICA	\$	110.80

211519-520320	Cable TV - Medicare	\$ 496.69
255-411100	Library - Property Tax Levy	\$114,760.97
630310-510110	Wastewater Admin - Full-Time Salaries	\$ 4,482.40
630310-520310	Wastewater Admin - WRS	\$ 277.91
630310-520311	Wastewater Admin - FICA	\$ 64.99
630310-520320	Wastewater Admin - Medicare	\$ 291.36
630361-510110	Wastewater – Full-Time Salaries	\$ 13,520.00
630361-520310	Wastewater - WRS	\$ 838.24
630361-520311	Wastewater - FICA	\$ 196.04
630361-520320	Wastewater - Medicare	\$ 878.80
632363-510110	Recycling Fund - Full-Time Salaries	\$ 1,196.00
632363-520310	Recycling Fund - WRS	\$ 74.15
632363-520311	Recycling Fund - FICA	\$ 17.34
632363-520320	Recycling Fund - Medicare	\$ 77.74
650345-510110	Parking Utility Admin - FT salaries	\$ 8,340.80
650345-520310	Parking Utility Admin - WRS	\$ 517.13
650345-520311	Parking Utility Admin - FICA	\$ 120.94
650345-520320	Parking Utility Admin - Medicare	\$ 542.15
651352-510110	Transit System Fund - FT Salaries	\$ 12,584.00
651352-520310	Transit System Fund - WRS	\$ 780.21
651352-520311	Transit System Fund - FICA	\$ 182.47
651352-520320	Transit System Fund - Medicare	\$ 817.96
713170-510110	Information Tech. Fund - FT Salaries	\$ 1,008.80
713170-520310	Information Tech. Fund - WRS	\$ 62.55
713170-520311	Information Tech. Fund - FICA	\$ 14.63
713170-520320	Information Tech. Fund - Medicare	\$ 65.57
730399-510110	Motor Vehicle Fund - Full-Time Salaries	\$ 5,106.40
730399-520310	Motor Vehicle Fund - WRS	\$ 316.60
730399-520311	Motor Vehicle Fund - FICA	\$ 74.04
730399-520320	Motor Vehicle Fund - Medicare	\$ 331.92
150555-520520	notor vontoro rana modrodro	1

BE IT FURTHER RESOLVED: That the Finance Director is authorized to decrease the appropriation to the below listed accounts as follows in order to balance the increases above:

Account No.	Account Name	Amount
101150-810102	Wage Adjustment Reserve	\$283,354.76
101-411100	Property Tax Levy	\$114,760.97

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of ______, 20____. Dated ______ 20____. City Clerk Approved ______ 20____. Mayor



R. C. No. <u>82-22-23</u>. By FINANCE AND PERSONNEL COMMITTEE. September 6, 2022.

Your Committee to whom was referred R. C. No. 33-21-22 by Finance and Personnel Committee to whom was referred Res. No. 24-22-23 by Alderpersons Mitchell and Filicky-Peneski adopting updated wage classifications and steps as part of the 2022 City of Sheboygan Compensation Program for Non-Represented Employees; recommends adopting the Resolution.

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	I HEREBY C adopted by	the Con	mmon	Council	of	the	City	of			
Date	d			20	·		Ē.		_, Cit	y Cle	erk
Appr	oved			20					 	, May	vor



R. C. No. <u>33</u> - 22 - 23. By FINANCE AND PERSONNEL COMMITTEE. June 20, 2022.

Your Committee to whom was referred Res. No. 24-22-23 by Alderpersons Mitchell and Filicky-Peneski adopting updated wage classifications and steps as part of the 2022 City of Sheboygan Compensation Program for Non-Represented Employees; recommends adopting the Resolution.

6/20/22 Mitchell Filiday Peneski refer to FfP.

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Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

		/	CICY	CIELV
Approved	20		,	Mayor



Res. No. 24 - 22 - 23. By Alderpersons Mitchell and Filicky-Peneski. June 6, 2022.

A RESOLUTION adopting updated wage classifications and steps as part of the 2022 City of Sheboygan Compensation Program for Non-Represented Employees.

WHEREAS, on April 7, 2021, the Common Council adopted Res. No. 190-20-21 authorizing entering into a Professional Services Agreement with Carlson-Dettman Consulting for an assessment of the City's classification and compensation of its employees; and

WHEREAS, Carlson-Dettman engaged in a lengthy analysis of job descriptions within the city, including the use of individual Job Description Questionnaires filled out by each employee and reviewed by the supervisors, which was designed to document, analyze, and validate job information for the various jobs and then quantitatively evaluate the job content of those jobs using a "Point Factor Job Evaluation System," an overview of which system was provided to the Finance and Personnel committee at its May 23, 2022 meeting; and

WHEREAS, the results of the job evaluation system were used as part of a base salary market study that determined an appropriate set of benchmark positions for each job category, considering both public and private sector data for like job categories; and

WHEREAS, the benchmark positions were reviewed against actual current numbers with an eye toward remaining competitive in a changing labor market and retaining employees and setting a control point for average pay; and

WHEREAS, that review resulted in the creation of an annual step process whereby new employees would be paid at 90% of the control point, employees would be expected to reach the control point by their fifth year, and steps after the fifth year would increase 1.25% per year up to a maximum of 115% of the control point; and

WHEREAS, a separate budget transfer resolution will be needed to effectuate the classifications and steps, meaning that actual implementation of the changes provided will be effective only after passage of said budget transfer.

NOW, THEREFORE, BE IT RESOLVED: That the Common Council hereby adopts the updated wage classifications and steps, a copy of which is attached hereto and incorporated herein, as part of the 2022 City of Sheboygan Compensation Program for Non-Represented Employees.

BE IT FURTHER RESOLVED: That the Common Council directs the Finance Director to work with the appropriate City staff to create a budget transfer resolution to be presented to Council for approval so as to effectuate the implementation of the classifications and steps.

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of ______, 20____. Dated _______, City Clerk Approved _______ 20_____, Mayor

	CITY OF SHEBOYGAN	July 2022							Control Point												
GRADE	CURRENT JOB TITLE	DEPARTMENT	DIVISION	RECOMMENDED JOB TITLE	90.00% Min	92.50% Step 2	95.00% Step 3	97.50% Step 4	100.00% C/P	101.25% Step 6	102.50% Step 7	103.75% Step 8	105.00% Step 9	106.25% Step 10	107.50% Step 11	108.75% Step 12	110.00% Step 13	111.25% Step 14	112.50% Step 15	113.75% Step 16	115.00% Max.
24	City Administrator	CITY ADMINISTRATOR			\$68.29	\$70.19	\$72.09	\$73.98	\$75.88	\$76.83	\$77.78	\$78.73	\$79.67	\$80.62	\$81.57	\$82.52	\$83.47	\$84.42	\$85.37	\$86.31	\$87.26
23					\$63.51	\$65.28	\$67.04	\$68.81	\$70.57	\$71.45	\$72.33	\$73.22	\$74.10	\$74.98	\$75.86	\$76.74	\$77.63	\$78.51	\$79.39	\$80.27	\$81.16
22	Fire Chief Chief Of Police	FIRE DEPARTMENT POLICE DEPARTMENT			\$59.06	\$60.70	\$62.34	\$63.98	\$65.62	\$66.44	\$67.26	\$68.08	\$68.90	\$69.72	\$70.54	\$71.36	\$72.18	\$73.00	\$73.82	\$74.64	\$75.46
	Dir Of Planning and Development Dir Public Works Finance Director Treasurer Director of Human Resources & Labor Relations Director of Information Technology	CITY DEVELOPMENT DPW - MSB FINANCE HUMAN RESOURCES INFORMATION TECHNOLOGY	MSB ADMIN		\$54.93	\$56.45	\$57.98	\$59.50	\$61.03	\$61.79	\$62.56	\$63.32	\$64.08	\$64.84	\$65.61	\$66.37	\$67.13	\$67.90	\$68.66	\$69.42	\$70.18
	City Engineer Assistant Fire Chief Library Director	ENGINEERING FIRE DEPARTMENT MEAD LIBRARY			\$51.09	\$52.51	\$53.93	\$55.35	\$56.77	\$57.48	\$58.19	\$58.90	\$59.61	\$60.32	\$61.03	\$61.74	\$62.45	\$63.16	\$63.87	\$64.58	\$65.29
19	Director of Parking and Transit	SHEBOYGAN TRANSIT	TRANSIT		\$47.52	\$48.84	\$50.16	\$51.48	\$52.80	\$53.46	\$54.12	\$54.78	\$55.44	\$56.10	\$56.76	\$57.42	\$58.08	\$58.74	\$59.40	\$60.06	\$60.72
	Assistant City Attorney Facilities/Traf Support Parks/Forest Superintendent Superintendent Streets & Sanitation Battalion Chief Inspection Battalion Chief Inspection WW Treatment Plant Superintendent	ATTORNEY DPW - MSB DPW - MSB DPW - MSB FIRE DEPARTMENT FIRE DEPARTMENT WASTEWATER	CITY ATTORNEY FACILITIES & TRAFFIC PARK DEPARTMENT STREETS & SANITATION	Facilities Superintendent	\$44.19	\$45.42	\$46.65	\$47.87	\$49.10	\$49.71	\$50.33	\$50.94	\$51.56	\$52.17	\$52.78	\$53.40	\$54.01	\$54.62	\$55.24	\$55.85	\$56.47
17					\$41.08	\$42.22	\$43.36	\$44.50	\$45.64	\$46.21	\$46.78	\$47.35	\$47.92	\$48.49	\$49.06	\$49.63	\$50.20	\$50.77	\$51.35	\$51.92	\$52.49
	Environmental Engineer Deputy Finance Director	ATTORNEY ENGINEERING ENGINEERING FINANCE INFORMATION TECHNOLOGY MEAD LIBRARY	CITY ATTORNEY		\$38.18	\$39.24	\$40.30	\$41.36	\$42.42	\$42.95	\$43.48	\$44.01	\$44.54	\$45.07	\$45.60	\$46.13	\$46.66	\$47.19	\$47.72	\$48.25	\$48.78
	Equip Serv Supr Business Manager Streets & Sanitation Supervisor Systems Analyst Technical Services Manager Communications & Electronics Technician Dir Of Senior Services	CITY DEVELOPMENT DPW - MSB DPW - MSB INFORMATION TECHNOLOGY MEAD LIBRARY POLICE DEPARTMENT SENIOR CENTER WASTEWATER	MOTOR VEHICLE MSB ADMIN STREETS & SANITATION SENIOR ACTIVITY CENTER	Pre-Treatment Supervisor	\$35.50	\$36.48	\$37.47	\$38.45	\$39.44	\$39.93	\$40.43	\$40.92	\$41.41	\$41.91	\$42.40	\$42.89	\$43.38	\$43.88	\$44.37	\$44.86	\$45.36
	Electrical Inspector Plumbing Inspection TV Program Director Assist To City Admin Community Development Planner Maintenance Worker V - Elect Lighting Maintenance Worker V - Elect Signals City Forester City Forester Asst Eng/Surveyor Senior Eng Technician Admin Services Manager	BUILDING INSPECTION BUILDING INSPECTION BUILDING INSPECTION CABLE TV- WSCS CITY ADMINISTRATOR CITY DEVELOPMENT DPW - MSB DPW - MSB DPW - MSB ENGINEERING ENGINEERING MEAD LIBRARY POLICE DEPARTMENT	CABLE TV-LOCAL PROGRAMMI FACILITIES & TRAFFIC FACILITIES & TRAFFIC PARK DEPARTMENT	Management Analyst Journeyman Electrican Journeyman Electrican	\$33.00	\$33.92		\$35.75	\$36.67	\$37.13	\$37.59	\$38.05	\$38.50	\$38.96	\$39.42	\$39.88	\$40.34	\$40.80	\$41.25	\$41.71	\$42.17
	Crime Analyst	POLICE DEPARTMENT POLICE DEPARTMENT SHEBOYGAN TRANSIT	TRANSIT	Office Manager	\$33.00	\$33.92	\$34.84	\$35.75	\$36.67	\$37.13	\$37.59	\$38.05	\$38.50	\$38.96	\$39.42	\$39.88	\$40.34	\$40.80	\$41.25	\$41.71	\$42.17
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13	Maintenance Worker IV - Maintenance Accountant II Human Resources Generalist IT Specialist Process Systems/OPCO WW Ektro-Mechanic Technician	DPW - MSB FINANCE HUMAN RESOURCES MEAD LIBRARY WASTEWATER WASTEWATER	FACILITIES & TRAFFIC	Maintenance Technician Financial Reporting Analyst Lab Technician II WW Electrician	\$30.66	\$31.51	\$32.37	\$33.22	\$34.07	\$34.50	\$34.92	\$35.35	\$35.77	\$36.20	\$36.63	\$37.05	\$37.48	\$37.90	\$38.33	\$38.75	\$39.18
12	Master Cert Truck Mechanic Maintenance Worker IV - Lead Park Engineering Technician Accountant III Payroll Administrator Lübrarian Public Safety Specialist Lab Technician	DPW - MSB DPW - MSB FINANCE FINANCE MEAD LIBRARY WASTEWATER	MOTOR VEHICLE PARK DEPARTMENT STREETS & SANITATION	Master Mechanic Foreman - Parks Grant Coordinator Senior Payroll Specialist	\$28.49	\$29.29	\$30.08	\$30.87	\$31.66	\$32.06	\$32.45	\$32.85	\$33.24	\$33.64	\$34.03	\$34.43	\$34.83	\$35.22	\$35.62	\$36.01	\$36.41
11	Legal Assistant Grant Coordinator Certified Truck Mechanic Maintenance Worker IV - Lead Sanitation Maintenance Worker IV - Streets GIS Project Specialist Accountant I Accounting Administrative Assistant PC Technician Communications Specialist & Admin Asst Communications Specialist Maintenance Supervisor Fleet Mechanic Safety, Education And Training Supervisor Plant Maintenance Mechanic	ATTORNEY CITY DEVELOPMENT DPW - MSB DPW - MSB ENGINEERING FINANCE FINANCE INFORMATION TECHNOLOGY MAYOR MEAD LIBRARY MEAD LIBRARY MEAD LIBRARY MEAD LIBRARY SHEBOYGAN TRANSIT WASTEWATER	CITY ATTORNEY MOTOR VEHICLE STREETS & SANITATION STREETS & SANITATION	Mechanic Foreman - Streets Foreman Sewer Accounts Payable Associate Accounting Associate Technical Support Analyst Maintenance Coordinator Mechanic Safety & Training Coordinator WW Operator	\$26.48	\$27.21	\$27.95	\$28.68	529.42	\$29.79	\$30.16	\$30.52	\$30.89	\$31.26	\$31.63	\$31.99	\$32.36	\$32.73	\$33,10	\$33.47	\$33.83
10	Bldg Inspection Specialist Deputy City Clerk Maintenance Worker IV - Lead Sign Shop Maintenance Worker III - Arborist Maintenance Worker III - Parks Maintenance Worker IV - Lead Trees Maintenance Worker IV - Lead Trees Maintenance Worker II - Stanitation Maintenance Worker III - Sanitation Maintenance Worker III - Sanitation Maintenance Worker III - Streets Maintenance Worker III - Streets Maintenance Worker III - Streets Engineering Technician Municipal Court Clerk Digital Evidence Manager Property Officer	BUILDING INSPECTION CLERK DPW - MSB DPW - MSB	CITY CLERK FACILITIES & TRAFFIC PARK DEPARTMENT PARK DEPARTMENT PARK DEPARTMENT PARK DEPARTMENT STREETS & SANITATION STREETS & SANITATION STREETS & SANITATION STREETS & SANITATION	Arborist Equipment Operator Equipment Operator Heavy Equipment Operator Equipment Operator Equipment Operator Equipment Operator Equipment Operator Heavy Equipment Operator	\$24.62	\$25.31	\$25.99	\$26.68	\$27.36	\$27.70	\$28.04	\$28.39	\$28.73	\$29.07	\$29.41	\$29.75	\$30.10	\$30.44	\$30.78	\$31.12	\$31.46
9	Program Assistant Maintenance Worker III - Cemetery Maintenance Worker III - Sign Shop Maintenance Worker III - Sign Shop Maintenance Worker III - Maint Cftmn Service Mechanic III Truck Mechanic II Truck Mechanic Worker II - Parks Maintenance Worker II - Streets Maintenance Worker II - Street Sweep Maintenance Worker II - Street Sweep Maintenance Worker II - Streets Admin Coordinator	BUILDING INSPECTION DPW - MSB FIRE DEPARTMENT	CEMETERY FACILITIES & TRAFFIC FACILITIES & TRAFFIC MOTOR VEHICLE MOTOR VEHICLE MOTOR VEHICLE PARK DEPARTMENT STREETS & SANITATION STREETS & SANITATION STREETS & SANITATION STREETS & SANITATION	Cemetery Worker Maintenance Worker Maintenance Worker Service Mechanic Parks Maintenance Worker Maintenance Worker Maintenance Worker Maintenance Worker Maintenance Worker	\$22.91 \$22.91		\$24.18 \$24.18	\$24.81 \$24.81	\$25.45 \$25.45	\$25.77 \$25.77	\$26.09 \$26.09	\$26.40 \$26.40	\$26.72 \$26.72	\$27.04 \$27.04	\$27.36 \$27.36	\$27.68 \$27.68	\$28.00 \$28.00	\$28.31 \$28.31	\$28.63 \$28.63	\$28.95 \$28.95	\$29.27 \$29.27

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	Lead Maintenance Worker Communications Coordinator Program And Wellness Coordinator Admin Coordinator	PARKING SENIOR CENTER SENIOR CENTER SHEBOYGAN TRANSIT	PARKING UTILITY SENIOR ACTIVITY CENTER SENIOR ACTIVITY CENTER TRANSIT																		
8	Permit Clerk Council and License Clerk Elections Clerk PT Human Resources Administrative Assistant Admin Assistant Community Service Officer Court Services Specialist Dept. Secretary-Admin Dept. Secretary-CID Time Agency Coordinator Disability/ADA Coordinator	BUILDING INSPECTION CLERK CLERK HUMAN RESOURCES MEAD LIBRARY POLICE DEPARTMENT POLICE DEPARTMENT POLICE DEPARTMENT POLICE DEPARTMENT POLICE DEPARTMENT SHEBOYGAN TRANSIT	CITY CLERK CITY CLERK		\$21.30	\$21.89	\$22.49		\$23.67	\$23.97	\$24.26	\$24.56	\$24.85	\$25.15	\$25.45	\$25.74	\$26.04	\$26.33	\$26.63	\$26.92	\$27.22
	Transit Coordinator II	SHEBOYGAN TRANSIT	TRANSIT	Transit Coordinator																	
7	Building Inspection Licensing Clerk TV Production Technician Maintenance Worker II - Custodian II Admin Coordinator Clerk II Admin Assistant PT Library Assistant Maintenance Technician PT Library Assistant Assistant Municipal Court Clerk Maintenance and Grounds Worker Records Clerk PT Records Clerk PT	BUILDING INSPECTION CABLE TV - WSCS DPW - MSB DPW - MSB FIRE DEPARTMENT MEAD LIBRARY MEAD LIBRARY MEAD LIBRARY MUNICIPAL COURT PARKING POLICE DEPARTMENT POLICE DEPARTMENT	CABLE TV-LOCAL PROGRAMM FACILITIES & TRAFFIC MSB ADMIN MSB ADMIN PARKING UTILITY	II Custodian II	\$19.80	\$20.35	\$20.90	\$21.45	\$22.00	\$22.28	\$22.55	\$22.83	\$23.10	\$23.38	\$23.65	\$23.93	\$24.20	\$24.48	\$24.75	\$25.03	\$25.30
6	Code Enforcement Officer Maintenance Worker I - Custodian I Cataloger Transit Coordinator III	BUILDING INSPECTION DPW - MSB MEAD LIBRARY SHEBOYGAN TRANSIT	FACILITIES & TRAFFIC TRANSIT	Custodian I	\$18.40	\$18.91	\$19.42	\$19.93	\$20.44	\$20.70	\$20.95	\$21.21	\$21.46	\$21.72	\$21.97	\$22.23	\$22.48	\$22.74	\$23.00	\$23.25	\$23.51
5					\$17.11	\$17.58	\$18.06	\$18.53	\$19.01	\$19.25	\$19.49	\$19.72	\$19.96	\$20.20	\$20.44	\$20.67	\$20.91	\$21.15	\$21.39	\$21.62	\$21.86
4					\$15.90	\$16.34	\$16.79	\$17.23	\$17.67	\$17.89	\$18.11	\$18.33	\$18.55	\$18.77	\$19.00	\$19.22	\$19.44	\$19.66	\$19.88	\$20.10	\$20.32
3	Seasonal DPW	DPW - MSB			\$14.78	\$15.19	\$15.60	\$16.01	\$16.42	\$16.63	\$16.83	\$17.04	\$17.24	\$17.45	\$17.65	\$17.86	\$18.06	\$18.27	\$18.47	\$18.68	\$18.88
2	Cleaner Crossing Guard	MEAD LIBRARY POLICE DEPARTMENT			\$13.73	\$14.12	\$14.50	\$14.88	\$15.26	\$15.45	\$15.64	\$15.83	\$16.02	\$16.21	\$16.40	\$16.60	\$16.79	\$16.98	\$17.17	\$17.36	\$17.55
1	Page	MEAD LIBRARY			\$12.71	\$13.06	\$13.41	\$13.77	\$14.12	\$14.30	\$14.47	\$14.65	\$14.83	\$15.00	\$15.18	\$15.36	\$15.53	\$15.71	\$15.89	\$16.06	\$16.24

DeBruin, Meredith

From:	Krueger, Kaitlyn
Sent:	Thursday, June 16, 2022 12:06 PM
Subject:	Proposed Compensation Study Information
Attachments:	Sheboygan DRAFT Wage Schedule with Current Control Points.pdf

Good Afternoon –

The draft wage scale for non-represented employees is up for consideration at the June 20th Common Council meeting. During the review process, several concerns were brought up, so I would like to provide the additional information that was requested.

The attached document shows comparison data related to the current pay scale being used and the proposed scale for each position.

Here are some points that can be helpful for interpreting the information:

- Current pay scale wages are highlighted in yellow
- Proposed pay scale wages are highlighted in orange
- The Control Point Comparison column provide the percentage change between current and proposed wage control points on each scale
- The Maximum Wage Comparison column provide the percentage change between current and proposed maximum wages on each scale
- Comparison Figures:

Color Key:	Control Point Comparison # of Positions	Maximum Wage Comparison # of Positions
Dark Green (Above 5% increase)	75	89
Light Green (0-5% increase)	27	28
Light Red (0-5% decrease)	23	17
Dark Red (Above 5% decrease)	22	13

- As reflected in the above table, there are some positions that will see higher earning potential despite the control point being lower on the proposed pay scale. For example, a Certified Truck Mechanic (Grade 11) would see a 0.1% decrease in the proposed control point. However, the maximum wage sees an increase of 7.9% allowing for higher wage growth potential in the future.
- The current proposal would not reduce any employee's existing wage. They will be held at their current rate until the scale catches up to them.

There were also questions about the appeals process and payroll implementation with the small amount of available HR resources. The appeals process will be handled mostly by the consultant, Carlson-Dettmann, but will also receive support from HR consultant, Michelle Stokes. In regards to payroll, I am happy to say that the City has an amazing Finance Department team that is willing and ready to step up to make sure that, if approved, the system will be updated accordingly. The City has an incredible Payroll Specialist, Sandy Halvorsen, who has also stepped up way beyond the call of her job to make sure that employees are being supported while the HR Department is going through its current transition. She has been with the City for 15 years and is able to be a resource and leader to the rest of the Finance team for implementation. Though it will not be an insignificant amount of work, we are ready to do what it takes to get this done.

To provide some guidance on the implementation timeline, here are some key dates. If it is Council's desire to adopt a wage scale or make any wage adjustment with an effective date of July 10th, Council approval would be needed by July

18th. This timing would allow the Finance Team the necessary time to get the information into Munis for the chec *Item 35.* of August 5th.

Please feel free to reach out to me any time ahead of Monday's meeting if you would like to discuss or have any questions.

Hope you all have a wonderful day!

Kaitlyn Krueger Finance Director/Treasurer City of Sheboygan (920) 459-3304 Kaitlyn.Krueger@sheboyganwi.gov www.sheboyganwi.gov



						ol Point Comp	arison	Maximum Wage Comparison			
	CITY OF SHEBOYGAN	July 2022	DRAFT		1	CURRENT	PROPOSED		CURRENT	PROPOSED	
					CURRENT	CONTROL	CONTROL	PERCENT	MAX	MAX	PERCENT
GRADE	CURRENT JOB TITLE	DEPARTMENT	DIVISION	RECOMMENDED JOB TITLE	PAY SCALE	POINT	POINT	CHANGE	AMOUNT	AMOUNT	CHANGE
24	City Administrator	CITY ADMINISTRATOR			z	\$66.80	\$75.88	13.6%	\$76.83	\$87.26	13.6%
23							\$70.57			\$81.16	
22	Fire Chief	FIRE DEPARTMENT			Y	\$60.94	\$65.62	7.74	\$70.08	ATT 15	7 74
22	Chief Of Police	POLICE DEPARTMENT			Ŷ	\$60.94	205.02	7.7% 7.7%	\$70.08	\$75.46	7.7% 7.7%
21	Dir Of Planning and Development	CITY DEVELOPMENT			v	\$56.60	\$61.03	7.8%	\$65.09	\$70.18	7.8%
	Dir Public Works	DPW - MSB	MSB ADMIN		Y	\$60.94		0.1%	\$70.08		0.1%
	Finance Director Treasurer	FINANCE			v	\$56.60		7.8%	\$65.09		7.8%
	Director of Human Resources & Labor Relations	HUMAN RESOURCES			v	\$56.60		7.8%	\$65.09		7.8%
	Director of Information Technology	INFORMATION TECHNOLOGY			v	\$56.60		7.8%	\$65.09		7.8%
20	City Engineer	ENGINEERING			υ	\$49.20	\$56.77	15.4%	\$56.57	\$65.29	15.4%
	Assistant Fire Chief	FIRE DEPARTMENT			v	\$56.60		0.3%	\$65.09		0.3%
	Library Director	MEAD LIBRARY			v	\$56.60		0.3%	\$65.09	PROPOSED MAX AMOUNT \$87.26 \$81.16 \$75.46 \$70.18	0.3%
19	Director of Parking and Transit	SHEBOYGAN TRANSIT	TRANSIT		U	\$49.20	\$52.80	7.3%	\$56.57	\$60.72	7.3%
18	Assistant City Attorney	ATTORNEY	CITY ATTORNEY		N	\$38.72	\$49.10	26.8%	\$44.53	\$56.47	26.8%
	Facilities/Traf Support	DPW - MSB	FACILITIES & TRAFFIC	Facilities Superintendent	т	\$46.60		5.4%	\$53.59		5.4%
	Parks/Forest Superintendent	DPW - MSB	PARK DEPARTMENT		T	\$46.60		5.4%	\$53.59		5.4%
	Superintendent Streets & Sanitation	DPW - MSB	STREETS & SANITATION		T	\$46.60		5.4%	\$53.59		5.4%
	Battalion Chief	FIRE DEPARTMENT	5111213 & 51111111		Ū.	\$49.20		-0.2%	\$56.57		-0.2%
	Battalion Chief Inspection	FIRE DEPARTMENT			U	\$49.20		+0.2%	\$56.57		-0.2%
	WW Treatment Plant Superintendent	WASTEWATER			т	\$46.60		5.4%	\$53.59		5.4%
17							\$45.64			\$52.49	
16	Arct City Attorney DT	ATTORNEY	CITY ATTORNEY		ĸ	622.22	643 43	27.54	620.27	£ 10 70	27.54
10	Asst City Attorney PT Civil Engineer & Project Manager	ENGINEERING	CITT ATTORNET		T	\$33.27	\$42.42	27.5%	\$38.27	\$48.78	27.5%
					- i	\$46.60	1	-9.0%	\$53.59		-9.0%
	Environmental Engineer	ENGINEERING			s	\$41.74		1.6%	\$48.00		1.6%
	Deputy Finance Director	FINANCE			s	\$41.74		1.6%	\$48.00		1.6%
	Network Administrator	INFORMATION TECHNOLOGY			N	\$38.72		9.6%	\$44.53		9.5%
	Public Services Manager	MEAD LIBRARY			s	\$41.74		1.6%	\$48.00		1.6%
15	Planning and Zoning Manager	CITY DEVELOPMENT			s	\$41.74	\$39.44	-5.5%	\$48.00	\$45.36	-5.5%
	Equip Serv Supr	DPW - MSB	MOTOR VEHICLE		к	\$33.27	1000	18.5%	\$38.27		18.5%
	Business Manager	DPW - MSB	MSB ADMIN		N	\$38.72	1.4.5	1.9%	\$44.53		1.9%
	Streets & Sanitation Supervisor		STREETS & SANITATION		м	\$37.02	1.100	6.5%	\$42.58	Real Frank	6.5%
	Systems Analyst	INFORMATION TECHNOLOGY			N	\$38.72	112	1.9%	\$44.53	121000	1.9%
	Technical Services Manager	MEAD LIBRARY			s	\$41.74	1	-5.5%	\$48.00	1000	-5.5%
	Communications & Electronics Technician	POLICE DEPARTMENT			s	\$41.74		-5.5%	\$48.00	12.000	-5.5%
	Dir Of Senior Services	SENIOR CENTER	SENIOR ACTIVITY CENTER		к	\$33.27		18.5%	\$38.27	in the second	18.5%
	Industrial WW Supervisor	WASTEWATER		Pre-Treatment Supervisor	к	\$33.27		18.5%	\$38.27		18.5%
14	Building Inspector	BUILDING INSPECTION			м	\$37.02	\$36.67	-0.9%	\$42.58	\$42.17	-1.0%
	Electrical Inspector	BUILDING INSPECTION			м	\$37.02	1	-0.9%	\$42.58	the second and	-1.0%
	Plumbing Inspection	BUILDING INSPECTION			м	\$37.02	10.00	-0.9%	\$42.58	1.8.72	-1.0%
	TV Program Director	CABLE TV - WSCS	CABLE TV-LOCAL PROGRAMM		1	\$27.76		32.1%	\$31.93	2112212	32.1%
	Assist To City Admin	CITY ADMINISTRATOR		Management Analyst	м	\$37.02	Section of the	-0.9%	\$42.58	15	-1.0%
	Community Development Planner	CITY DEVELOPMENT			1	\$27.76		32.1%	\$31.93		32.1%
	Maintenance Worker V - Elec Lighting	DPW - MSB	FACILITIES & TRAFFIC	Journeyman Electrican	5	\$32.46	1223	13.0%	\$34.11	and the second	23.6X
	Maintenance Worker V - Elect Signals		FACILITIES & TRAFFICg	Journeyman Electrican	5	\$32.46	1.257	13.0%	\$34.11	1.	23.5%
	City Forester	DPW - MSB	PARK DEPARTMENT		м	\$37.02		-0.9%	\$42.58		-1.0%
	Asst Eng/Surveyor	ENGINEERING			N	\$38.72		-5.3%	\$44.53		-5.3%
	Senior Eng Technician	ENGINEERING			N	\$38.72	1223	-5.3%	\$44.53	10.00	-5.3%
					s	\$41.74	146 G	-12.1%	\$48.00	2011	-5.3%
	Admin Services Manager Administrative Assistant	MEAD LIBRARY POLICE DEPARTMENT		Office Manager	ĸ	\$33.27	\$36.67	-12.1%	\$38.27	1	10.2%

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						Contr	ol Point Comp	arison	Maximum Wage Comparison			
	CITY OF SHEBOYGAN	July 2022	DRAFT			CURRENT	PROPOSED		CURRENT	PROPOSED		
					CURRENT	CONTROL	CONTROL	PERCENT	MAX	MAX	PERCENT	
GRADE	CURRENT JOB TITLE	DEPARTMENT	DIVISION	RECOMMENDED JOB TITLE	PAY SCALE	POINT	POINT	CHANGE	AMOUNT	AMOUNT	CHANGE	
	Operations Supervisor	SHEBOYGAN TRANSIT	TRANSIT		к	\$33.27	39, 200	10.2%	\$38.27		10.2%	
13	Maintenance Worker IV - Maintenance	DPW - MSB	FACILITIES & TRAFFIC	Maintenance Technician	4	\$29.45	\$34.07	15.7%	\$31.35	\$39.18	25.0%	
	Accountant II	FINANCE		Financial Reporting Analyst	к	\$33.27		2.4%	\$38.27		2.4%	
	Human Resources Generalist	HUMAN RESOURCES			к	\$33.27		2.4%	\$38.27		2.4%	
	IT Specialist	MEAD LIBRARY			к	\$33.27		2.4%	\$38.27		2.4%	
	Process Systems/OPCO	WASTEWATER		Lab Technician II	к	\$33.27		2.4%	\$38.27	PROPOSED MAX	2.4%	
	WW Elctro-Mechanic Technician	WASTEWATER		WW Electrician	5	\$32.46		5.0%	\$34.11		14.9%	
12	Master Cert Truck Mechanic	DPW - MSB	MOTOR VEHICLE	Master Mechanic	5	\$32,46	\$31.66	-2.5%	\$34.11	\$36.41	6.7%	
	Maintenance Worker IV - Lead Park	DPW - MSB	PARK DEPARTMENT	Foreman - Parks	4	\$29.45		7.5%	\$31.35		16.1%	
	Engineering Technician	DPW - MSB	STREETS & SANITATION		к	\$33.27		-4.8%	\$38.27		-4.9%	
	Accountant III	FINANCE		Grant Coordinator	к	\$33.27		-4.8%	\$38.27		-4.9%	
	Payroll Administrator	FINANCE		Senior Payroll Specialist	к	\$33.27		-4.8%	\$38.27		-4.9%	
	Librarian	MEAD LIBRARY			J	\$28.92		9.5%	\$33.25		9.5%	
	Public Safety Specialist	MEAD LIBRARY			к	\$33.27		-4.8%	\$38.27		-4.9%	
	Lab Technician	WASTEWATER			4	\$29.45		7.5%	\$31.35		16.1%	
11	Legal Assistant	ATTORNEY	CITY ATTORNEY		G	\$24.67	\$29.42	19.3%	\$28.39	\$33.83	19.2%	
	Grant Coordinator	CITY DEVELOPMENT			н	\$26.39		11.5%	\$30.34		11.5%	
	Certified Truck Mechanic	DPW - MSB	MOTOR VEHICLE	Mechanic	4	\$29.45		-0.1%	\$31.35		7.9%	
	Maintenance Worker IV - Lead Sanitation	DPW - MSB	STREETS & SANITATION	Foreman - Sanitation	4	\$29.45		-0.1%	\$31.35		7.9%	
	Maintenance Worker IV - Streets	DPW - MSB	STREETS & SANITATION	Foreman - Streets	4	\$29.45		-0.1%	\$31.35		7.9%	
	GIS Project Specialist	ENGINEERING			к	\$33.27		-11.6%	\$38.27		-11.6%	
	Accountant I	FINANCE		Accounts Payable Associate	J	\$28.92		1.7%	\$33.25		1.7%	
	Accountant I	FINANCE		Accounts Recievable Associate	J	\$28.92		1.7%	\$33.25		1.7%	
	Accounting Administrative Assistant	FINANCE		Accounting Associate	J	\$28.92		1.7%	\$33.25		1.7%	
	PC Technician	INFORMATION TECHNOLOGY		Technical Support Analyst	к	\$33.27		-11.6%	\$38.27		-11.6%	
	Communications Specialist & Admin Asst	MAYOR			F	\$23.30		26.3%	\$26.80		26.2%	
	Communications Specialist	MEAD LIBRARY			1	\$27.76		6.0%	\$31.93		6.0%	
	Maintenance Supervisor	MEAD LIBRARY		Maintenance Coordinator	н	\$26.39		11.5%	\$30.34		11.5%	
	Fleet Mechanic	POLICE DEPARTMENT		Mechanic	4	\$29.45		-0.1%	\$31.35		7.9%	
	Safety, Education And Training Supervisor	SHEBOYGAN TRANSIT	TRANSIT	Safety & Training Coordinator	1	\$28.92		1.7%	\$33.25		1.7%	
	Plant Maintenance Mechanic	WASTEWATER			4	\$29.45		+0.1%	\$31.35		7.9%	
	WW Operator II	WASTEWATER		WW Operator	4	\$29.45		-0.1%	\$31.35		7.9%	
10	Bldg Inspection Specialist	BUILDING INSPECTION			1	\$27.76	\$27.36	-1.4%	\$31.93	\$31.46	-1.5%	
	Deputy City Clerk	CLERK	CITY CLERK		G	\$24.67		10.9%	\$28.39		10.8%	
	Maintenance Worker IV - Lead Sign Shop	DPW - MSB	FACILITIES & TRAFFIC		4	\$29.45		-7.1%	\$31.35		0.4%	
	Maintenance Worker III - Arborist	DPW - MSB	PARK DEPARTMENT	Arborist	3	\$27.23		0.5%	\$28.63		9.9%	
	Maintenance Worker III - Parks	DPW - MSB	PARK DEPARTMENT	- 1 - 1	3	\$27.23		0.5%	\$28.63		9.9%	
	Maintenance Worker III-Tree Trimmer	DPW - MSB	PARK DEPARTMENT	Equipment Operator	3	\$27.23		0.5%	\$28.63		9.9%	
	Maintenance Worker IV - Craftsman	DPW - MSB	PARK DEPARTMENT	Heavy Equipment Operator	4	\$29.45	7018673	-7.1%	\$31.35		0.4%	
	Maintenance Worker IV - Lead Trees	DPW - MSB	PARK DEPARTMENT		4	\$29.45		-7.1%	\$31.35		0.4%	
	Maintenance Worker III - Recycling	DPW - MSB	STREETS & SANITATION	-1	3	\$27.23		0.5%	\$28.63		9.9%	
	Maintenance Worker III - Sanitation	DPW - MSB	STREETS & SANITATION		3	\$27.23		0.5%	\$28.63		9.9%	
	Maintenance Worker III - Sewer Maint	DPW - MSB	STREETS & SANITATION	-1-1	3	\$27.23		0.5%	\$28.63		9.9%	
	Maintenance Worker III - Streets	DPW - MSB	STREETS & SANITATION	Equipment Operator	3	\$27.23	1.0.0.0.0.0.0.0.0.0.0.0.0.0.0.0.0.0.0.0	0.5%	\$28.63		9.9%	
	Maintenance Worker IV - Streets Engineering Technician	DPW - MSB ENGINEERING	STREETS & SANITATION	Heavy Equipment Operator	4	\$29.45		-7.1%	\$31.35		0.4%	
	Municipal Court Clerk	MUNICIPAL COURT			<u>)</u>	\$33.27		-17.8%	\$38.27		-17.8%	
	Digital Evidence Manager	POLICE DEPARTMENT			H I	\$27.76		-1.4%	\$31.93		-1.5%	
	Property Officer	POLICE DEPARTMENT			н	\$26.39 \$26.39		3.7% 3.7%	\$30.34 \$30.34		3.7% 3.7%	
0	Des group Assistant	NULL DING INSPECTION						and the second second second			I I I A I I A I I A I I A I A I A I A I	
9	Program Assistant Maintenanse Worker III. Comotoni	BUILDING INSPECTION	CENTERY	Company Marker	E	\$22.32	\$25.45	14.0%	\$25.66	\$29.27	14.1%	
	Maintenance Worker III - Cemetery Maintenance Worker II - Sign Shop	DPW - MSB DPW - MSB	CEMETERY		3	\$27.23	the states	-6.5%	\$28.63		2.2%	
	Maintenance Worker II - Sign Shop Maintenance Worker III - Maint Cftmn	DPW - MSB DPW - MSB	FACILITIES & TRAFFIC FACILITIES & TRAFFIC		2 3	\$24.23	(phu series)	5.0%	\$25.91		13.0%	
	Service Mechanic II	DPW - MSB	MOTOR VEHICLE		2	\$27.23		-6.5% 5.0%	\$28.63		2.2%	
	Truck Mechanic	DPW - MSB	MOTOR VEHICLE		3	\$24.23 \$27.23		-6.5%	\$25.91 \$28.63		13.0%	
	Maintenance Worker II - Parks	DPW - MSB	PARK DEPARTMENT		2	\$24.23	10.50	5.0%	\$25.91		13.0%	
		5 · M50	Contractivitient	rans maintenance worker	-	\$24.23	and the second	5.0%	\$25.91		15.0%	

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						Contr	ol Point Comp	arison	Maxim	um Wage Com	parison
	CITY OF SHEBOYGAN	July 2022	DRAFT			CURRENT	PROPOSED		CURRENT	PROPOSED	
					CURRENT	CONTROL	CONTROL	PERCENT	MAX	MAX	PERCENT
GRADE	CURRENT JOB TITLE	DEPARTMENT	DIVISION	RECOMMENDED JOB TITLE	PAY SCALE	POINT	POINT	CHANGE	AMOUNT	AMOUNT	CHANGE
9	Maintenance Worker I - Streets	DPW - MSB	STREETS & SANITATION	Maintenance Worker	1	\$22.01	\$25.45	15.6%	\$23.18	\$29.27	26.3%
	Maintenance Worker II - Sewer Maint	DPW - MSB	STREETS & SANITATION	Maintenance Worker	2	\$24.23		5.0%	\$25.91		13.0%
	Maintenance Worker II - Street Sweep	DPW - MSB	STREETS & SANITATION	Maintenance Worker	2	\$24.23		5.0%	\$25.91		13.0%
	Maintenance Worker II - Streets	DPW - MSB	STREETS & SANITATION	Maintenance Worker	2	\$24.23		5.0%	\$25.91		13.0%
	Admin Coordinator	FIRE DEPARTMENT			ĩ	\$27.76		-8.3%	\$31.93		-8.3%
	Lead Maintenance Worker	PARKING	PARKING UTILITY		D	\$20.79		22.4%	\$23.91		22.4%
	Communications Coordinator	SENIOR CENTER	SENIOR ACTIVITY CENTER		c	\$19.38		31.3%	\$22.29		31.3%
	Program And Wellness Coordinator	SENIOR CENTER	SENIOR ACTIVITY CENTER		E	\$22.32					
	Admin Coordinator	SHEBOYGAN TRANSIT	TRANSIT		F	\$23.30		14.0% 9.2%	\$25.66 \$26.80		14.1% 9.2%
8	Permit Clerk										
•		BUILDING INSPECTION	constraint of the		В	\$17.45	\$23.67	35.6%	\$20.07	\$27.22	35.6%
	Council and License Clerk	CLERK	CITY CLERK		E	\$22.32	17 8 1 1 1 1	6.0%	\$25.66		6.1%
	Elections Clerk PT	CLERK	CITY CLERK		E	\$22.32	15.5	6.0%	\$25.66		6.1%
	Human Resources Administrative Assistant	HUMAN RESOURCES			E	\$22.32		6.0%	\$25.66		6.1%
	Admin Assistant	MEAD LIBRARY			E	\$22.32	12.121	6.0%	\$25.66		6.1%
	Community Service Officer	POLICE DEPARTMENT			с	\$19.38	LOUIS S	22.1%	\$22.29		22.1%
	Court Services Secretary	POLICE DEPARTMENT			E	\$22.32	a to to to	6.0%	\$25.66		6.1%
	Court Services Specialist	POLICE DEPARTMENT			E	\$22.32	1.2.2	6.0%	\$25.66		6.1%
	Dept. Secretary-Admin	POLICE DEPARTMENT			E	\$22.32	14.25	6.0%	\$25.66		6.1%
	Dept. Secretary-CID	POLICE DEPARTMENT			F	\$22.32	a standard a	6.0%	\$25.66		6.1%
	Time Agency Coordinator	POLICE DEPARTMENT			E	\$22.32	S3608101	6.0%	\$25.66	1.000	6.1%
	Disability/ADA Coordinator	SHEBOYGAN TRANSIT	TRANSIT		F	\$23.30	123.2010				and the second second second
	Transit Coordinator II			T	F			1.6%	\$26.80		1.6%
	Transit Coordinator II	SHEBOYGAN TRANSIT	TRANSIT	Transit Coordinator	r	\$23.30		1.6%	\$26.80		1.6%
7	Building Inspection Licensing Clerk	BUILDING INSPECTION			E	\$22.32	\$22.00	-1.4%	\$25.66	\$25.30	-1.4%
	TV Production Technician	CABLE TV - WSCS	CABLE TV-LOCAL PROGRAM	M	A	\$15.96		37.8%	\$18.35		37.9%
	Maintenance Worker II - Custodian II	DPW - MSB	FACILITIES & TRAFFIC	Custodian II	2	\$24.23		-9.2%	\$25.91	CALL OF A LOT A	-2.4%
	Admin Coordinator	DPW - MSB	MSB ADMIN		F	\$23.30	C.D. S.D.	-5.6%	\$26.80	A Contraction	-5.6%
	Clerk II	DPW - MSB	MSB ADMIN		F	\$22.32	1221231	-1.4%	\$25.66		-1.4%
	Admin Assistant PT	FIRE DEPARTMENT			ε	\$22.32		-1.4%	\$25.66		-1.4%
	Library Assistant	MEAD LIBRARY			c	\$19.38	1000	13.5%			
	Maintenance Technician						1.12.31	and the second se	\$22.29	10.000	13.5%
		MEAD LIBRARY			с	\$19.38	12373 - 4	13.5%	\$22.29		13.5%
	PT Library Assistant	MEAD LIBRARY			с	\$19.38	-17 - 18 A - 14	13.5%	\$22.29	T TOUR	13.5%
	Assistant Municipal Court Clerk	MUNICIPAL COURT			8	\$17.45		26.1%	\$20.07		26.1%
	Maintenance and Grounds Worker	PARKING	PARKING UTILITY		с	\$19.38		13.5%	\$22.29		13.5%
	Records Clerk PT	POLICE DEPARTMENT			D	\$20.79	14. 5 2 13	5.8%	\$23.91	1.1.1.1.1	5.8%
	Records Specialist Clerk	POLICE DEPARTMENT			D	\$20.79	A The All	5.8%	\$23.91		5.8%
6	Code Enforcement Officer	BUILDING INSPECTION			в	\$17.45	\$20.44	17.1%	\$20.07	\$23.51	17.1%
	Maintenance Worker I - Custodian I	DPW - MSB	FACILITIES & TRAFFIC	Custodian I	1	\$22.01	1. 1. 1. 1. A.	-7.1%	\$23.18		1.4%
	Cataloger	MEAD LIBRARY			F	\$23.30	0.0.3226.035	-12.3%	\$26.80	CONTRACTOR OF	-12.3%
	Transit Coordinator III	SHEBOYGAN TRANSIT	TRANSIT		в	\$17.45		17.1%	\$20.07	121112	17.1%
					-			and the second second		Rose and	
5							\$19.01			\$21.86	
4							\$17.67			\$20.32	
3	Seasonal DPW	OPW - MSB				\$13.00	\$16.42	17.4%	\$15.00		35.011
						\$13.00	\$10.42	17.4%	\$15.00	\$18.88	25.9%
2	Cleaner	MEAD LIBRARY			AA	\$10.61	\$15.26	43.8%	\$12.20	\$17.55	43.9%
	Crossing Guard	POLICE DEPARTMENT			AA	\$10.61	1.23	43.8%	\$12.20	51.5	43.9%
1	Page	MEAD LIBRARY			AA	\$10.61	\$14.12	33.1%	\$12.20	\$16.24	33.1%

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CITY OF SHEBOYGAN	Revised 8/19/2022							Control Point											Ite	em 35.
GRADE CURRENT JOB TITLE	DEPARTMENT	DIVISION	RECOMMENDED JOB TITLE	90.00% Min	92.50% Step 2	95.00% Step 3	97.50% Step 4	100.00% C/P	101.25% Step 6	102.50% Step 7	103.75% Step 8	105.00% Step 9	106.25% Step 10	107.50% Step 11	108.75% Step 12	110.00% Step 13	111.25% Step 14	112.50% Step 15	113 <mark>.75%</mark> Step 16	115.00% Max.
24 City Administrator	CITY ADMINISTRATOR			\$68.29	\$70.19	\$72.09	\$73.98	\$75.88	\$76.83	\$77.78	\$78.73	\$79.67	\$80.62	\$81.57	\$82.52	\$83.47	\$84.42	\$85.37	\$86.31	\$87.26
23				\$63.51	\$65.28	\$67.04	\$68.81	\$70.57	\$71.45	\$72.33	\$73.22	\$74.10	\$74.98	\$75.86	\$76.74	\$77.63	\$78.51	\$79.39	\$80.27	\$81.16
22 Fire Chief Chief Of Police	FIRE DEPARTMENT POLICE DEPARTMENT			\$59.06	\$60.70	\$62.34	\$63.98	\$65.62	\$66.44	\$67.26	\$68.08	\$68.90	\$69.72	\$70.54	\$71.36	\$72.18	\$73.00	\$73.82	\$74.64	\$75.46
21 Dir Of Planning and Development Dir Public Works Finance Director Treasurer Director of Human Resources & Labor Relation Director of Information Technology Library Director	CITY DEVELOPMENT DPW - MSB FINANCE 5 HUMAN RESOURCES INFORMATION TECHNOLOGY MEAD LIBRARY	MSB ADMIN		\$54.93	\$56.45	\$57.98	\$59.50	\$61.03	\$61.79	\$62.56	\$63.32	\$64.08	\$64.84	\$65.61	\$66.37	\$67.13	\$67.90	\$68.66	\$69.42	\$70.18
20 City Engineer Assistant Fire Chief	ENGINEERING FIRE DEPARTMENT			\$51.09	\$52.51	\$53.93	\$55.35	\$56.77	\$57.48	\$58.19	\$58.90	\$59.61	\$60.32	\$61.03	\$61.74	\$62.45	\$63.16	\$63.87	\$64.58	\$65.29
19 Director of Parking and Transit Battalion Chief Inspections	SHEBOYGAN TRANSIT FIRE DEPARTMENT	TRANSIT	Division Chief: Prevention/Inspections	\$47.52	\$48.84	\$50.16	\$51.48	\$52.80	\$53.46	\$54.12	\$54.78	\$55.44	\$56.10	\$56.76	\$57.42	\$58.08	\$58.74	\$59.40	\$60.06	\$60.72
 Assistant City Attorney Facilities/Traf Support Parks/Forest Superintendent Superintendent Streets & Sanitation Battalion Chief WW Treatment Plant Superintendent 	ATTORNEY DPW - MSB DPW - MSB DPW - MSB FIRE DEPARTMENT WASTEWATER	CITY ATTORNEY FACILITIES & TRAFFIC PARK DEPARTMENT STREETS & SANITATION	Facilities Superintendent	\$44.19	\$45.42	\$46.65	\$47.87	\$49.10	\$49.71	\$50.33	\$50.94	\$51.56	\$52.17	\$52.78	\$53.40	\$54.01	\$54.62	\$55.24	\$55.85	\$56.47
17				\$41.08	\$42.22	\$43.36	\$44.50	\$45.64	\$46.21	\$46.78	\$47.35	\$47.92	\$48.49	\$49.06	\$49.63	\$50.20	\$50.77	\$51.35	\$51.92	\$52.49
16 Asst City Attorney PT Civil Engineer& Project Manager Environmental Engineer Deputy Finance Director Network Administrator Public Services Manager Technical Services Manager	ATTORNEY ENGINEERING ENGINEERING FINANCE INFORMATION TECHNOLOGY MEAD LIBRARY MEAD LIBRARY	CITY ATTORNEY		\$38.18	\$39.24	\$40.30	\$41.36	\$42.42	\$42.95	\$43.48	\$44.01	\$44.54	\$45.07	\$45.60	\$46.13	\$46.66	\$47.19	\$47.72	\$48.25	\$48.78
 Planning and Zoning Manager Equip Serv Supr Business Manager Streets & Sanitation Supervisor Systems Analyst Admin Services Manager Communications & Electronics Technician 	CITY DEVELOPMENT DPW - MSB DPW - MSB DPW - MSB INFORMATION TECHNOLOGY MEAD LIBRARY POLICE DEPARTMENT			\$35.50	\$36.48	\$37.47	\$38.45	\$39.44	\$39.93	\$40.43	\$40.92	\$41.41	\$41.91	\$42.40	\$42.89	\$43.38	\$43.88	\$44.37	\$44.86	\$45.36
Dir Of Senior Services Industrial WW Supervisor GIS Project Specialist	SENIOR CENTER WASTEWATER ENGINEERING	SENIOR ACTIVITY CENTER	Pre-Treatment Supervisor																	
14 Building Inspector Electrical Inspector Plumbing Inspection TV Program Director Assist To City Admin Community Development Planner Maintenance Worker V - Elec Lighting Maintenance Worker V - Elect Signals City Forester	BUILDING INSPECTION BUILDING INSPECTION BUILDING INSPECTION CABLE TV - WSCS CITY ADMINISTRATOR CITY DEVELOPMENT DPW - MSB DPW - MSB DPW - MSB	CABLE TV-LOCAL PROGRAMM FACILITIES & TRAFFIC FACILITIES & TRAFFIC PARK DEPARTMENT	If Management Analyst Journeyman Electrican Journeyman Electrican	\$33.00	\$33.92	\$34.84	\$35.75	\$36.67	\$37.13	\$37.59	\$38.05	\$38.50	\$38.96	\$39.42	\$39.88	\$40.34	\$40.80	\$41.25	\$41.71	\$42.17
Asst Eng/Surveyor Senior Eng Technician Administrative Assistant	ENGINEERING ENGINEERING POLICE DEPARTMENT		Office Manager																	326

14	Crime Analyst Operations Supervisor WW Elctro-Mechanic Technician	POLICE DEPARTMENT SHEBOYGAN TRANSIT WASTEWATER	TRANSIT	WW Electrician	\$33.00	\$33.92	\$34.84	\$35.75	\$36.67	\$37.13	\$37.59	\$38.05	\$38.50	\$38.96	\$39.42	\$39.88	\$40.34	\$40.80	\$41.25	^{\$4} Ite	em 35.
13	Accountant II Human Resources Generalist IT Specialist Process Systems/OPCO	FINANCE HUMAN RESOURCES MEAD LIBRARY WASTEWATER		Financial Reporting Analyst Lab Technician II	\$30.66	\$31.51	\$32.37	\$33.22	\$34.07	\$34.50	\$34.92	\$35.35	\$35.77	\$36.20	\$36.63	\$37.05	\$37.48	\$37.90	\$38.33	\$38.75	\$39.18
12	Master Cert Truck Mechanic Maintenance Worker IV - Maintenance Engineering Technician Accountant III Payroll Administrator Librarian Public Safety Specialist Lab Technician	DPW - MSB DPW - MSB DPW - MSB FINANCE FINANCE MEAD LIBRARY MEAD LIBRARY WASTEWATER	MOTOR VEHICLE FACILITIES & TRAFFIC STREETS & SANITATION	Master Mechanic Maintenance Technician Grant Coordinator Senior Payroll Specialist	\$28.49	\$29.29	\$30.08	\$30.87	\$31.66	\$32.06	\$32.45	\$32.85	\$33.24	\$33.64	\$34.03	\$34.43	\$34.83	\$35.22	\$35.62	\$36.01	\$36.41
11	PC Technician Legal Assistant Grant Coordinator Certified Truck Mechanic Maintenance Worker IV - Lead Sanitation Maintenance Worker IV - Streets Maintenance Worker IV - Lead Park Accountant I Accounting Administrative Assistant Communications Specialist & Admin Asst Communications Specialist Maintenance Supervisor Fleet Mechanic Safety, Education And Training Supervisor Plant Maintenance Mechanic WW Operator II	INFORMATION TECHNOLOGY ATTORNEY CITY DEVELOPMENT DPW - MSB DPW - MSB DPW - MSB FINANCE FINANCE FINANCE FINANCE MAYOR MEAD LIBRARY MEAD LIBRARY POLICE DEPARTMENT SHEBOYGAN TRANSIT WASTEWATER	CITY ATTORNEY MOTOR VEHICLE STREETS & SANITATION STREETS & SANITATION PARK DEPARTMENT	Technical Support Analyst Mechanic Foreman - Streets Foreman - Sareets Foreman - Parks Accounts Payable Associate Accounts Recievable Associate Accounting Associate Maintenance Coordinator Mechanic Safety & Training Coordinator WW Operator	\$26.48	\$27.21	\$27.95	\$28.68	\$29.42	\$29.79	\$30.16	\$30.52	\$30.89	\$31.26	\$31.63	\$31.99	\$32.36	\$32.73	\$33.10	\$33.47	\$33.83
10	Bldg Inspection Specialist Deputy City Clerk Maintenance Worker IV - Lead Sign Shop Maintenance Worker III - Arborist Maintenance Worker III - Parks Maintenance Worker IV - Craftsman Maintenance Worker IV - Craftsman Maintenance Worker IV - Lead Trees Maintenance Worker III - Streets Maintenance Worker III - Streets Municipal Court Clerk Digital Evidence Manager Property Officer	BUILDING INSPECTION CLERK DPW - MSB DPW - MSB MUNICIPAL COURT POLICE DEPARTMENT POLICE DEPARTMENT	CITY CLERK FACILITIES & TRAFFIC PARK DEPARTMENT PARK DEPARTMENT PARK DEPARTMENT PARK DEPARTMENT STREETS & SANITATION STREETS & SANITATION STREETS & SANITATION	Arborist Equipment Operator Equipment Operator Heavy Equipment Operator Heavy Equipment Operator Equipment Operator Heavy Equipment Operator	\$24.62	\$25.31	\$25.99	\$26.68	\$27.36	\$27.70	\$28.04	\$28.39	\$28.73	\$29.07	\$29.41	\$29.75	\$30.10	\$30.44	\$30.78	\$31.12	\$31.46
9	Program Assistant Maintenance Worker III - Cemetery Maintenance Worker II - Sign Shop Maintenance Worker II - Sign Shop Maintenance Worker III - Maint Cftmn Maintenance Worker III - Recycling Maintenance Worker III - Sanitation Service Mechanic II Truck Mechanic Maintenance Worker II - Parks Maintenance Worker I - Streets	BUILDING INSPECTION DPW - MSB DPW - MSB	CEMETERY FACILITIES & TRAFFIC FACILITIES & TRAFFIC FACILITIES & TRAFFIC STREETS & SANITATION STREETS & SANITATION MOTOR VEHICLE MOTOR VEHICLE MOTOR VEHICLE PARK DEPARTMENT STREETS & SANITATION	Cemetery Worker Maintenance Worker Maintenance Worker Equipment Operator Equipment Operator Service Mechanic Service Mechanic Parks Maintenance Worker Maintenance Worker	\$22.91 \$22.91		\$24.18	\$24.81	\$25.45 \$25.45	\$25.77 \$25.77	\$26.09 \$26.09	\$26.40	\$26.72 \$26.72	\$27.04	\$27.36 \$27.36	\$27.68 \$27.68	\$28.00	\$28.31	\$28.63 \$28.63	\$28.95 \$28.95	\$29.27 \$29.27
,	Maintenance Worker II - Streets Maintenance Worker II - Street Sweep Maintenance Worker II - Streets	DPW - MSB DPW - MSB DPW - MSB DPW - MSB	STREETS & SANITATION STREETS & SANITATION STREETS & SANITATION	Maintenance Worker Maintenance Worker Maintenance Worker	<i>~~</i> .,,1	÷20.07	<i>4</i> 2 7.10	<i>42 1.01</i>	<i>Ţ_J.</i> ,,J	<i>~,</i>	<i>4</i> 20.00	÷20.40	<i>~_0.7 L</i>	<i>\$27.04</i>	<i>~</i> 27.30	<i></i>	<i>\$</i> 23.00	<i>¥</i> 20.01	÷23.03		327

	Admin Coordinator Lead Maintenance Worker Communications Coordinator Program And Wellness Coordinator Admin Coordinator Admin Coordinator	FIRE DEPARTMENT PARKING SENIOR CENTER SENIOR CENTER DPW - MSB SHEBOYGAN TRANSIT	PARKING UTILITY SENIOR ACTIVITY CENTER SENIOR ACTIVITY CENTER MSB ADMIN TRANSIT																	lte	em 35.
8	Permit Clerk Council and License Clerk Elections Clerk PT Human Resources Administrative Assistant Admin Assistant Community Service Officer Court Services Specialist Dept. Secretary-Admin Dept. Secretary-ClD Time Agency Coordinator Disability/ADA Coordinator Transit Coordinator II	BUILDING INSPECTION CLERK CLERK HUMAN RESOURCES MEAD LIBRARY POLICE DEPARTMENT POLICE DEPARTMENT POLICE DEPARTMENT POLICE DEPARTMENT POLICE DEPARTMENT POLICE DEPARTMENT SHEBOYGAN TRANSIT SHEBOYGAN TRANSIT	CITY CLERK CITY CLERK TRANSIT TRANSIT	Transit Coordinator	\$21.30	\$21.89	\$22.49	\$23.08	\$23.67	\$23.97	\$24.26	\$24.56	\$24.85	\$25.15	\$25.45	\$25.74	\$26.04	\$26.33	\$26.63	\$26.92	\$27.22
7	Building Inspection Licensing Clerk TV Production Technician Maintenance Worker II - Custodian II Clerk II Admin Assistant PT Cataloger Library Assistant Maintenance Technician PT Library Assistant Assistant Municipal Court Clerk Maintenance and Grounds Worker Records Clerk PT Records Specialist Clerk	BUILDING INSPECTION CABLE TV - WSCS DPW - MSB FIRE DEPARTMENT MEAD LIBRARY MEAD LIBRARY MEAD LIBRARY MEAD LIBRARY MUNICIPAL COURT PARKING POLICE DEPARTMENT POLICE DEPARTMENT	CABLE TV-LOCAL PROGRAMMIN FACILITIES & TRAFFIC MSB ADMIN PARKING UTILITY	Custodian II	\$19.80	\$20.35	\$20.90	\$21.45	\$22.00	\$22.28	\$22.55	\$22.83	\$23.10	\$23.38	\$23.65	\$23.93	\$24.20	\$24.48	\$24.75	\$25.03	\$25.30
6	Code Enforcement Officer Maintenance Worker I - Custodian I Transit Coordinator III	BUILDING INSPECTION DPW - MSB SHEBOYGAN TRANSIT	FACILITIES & TRAFFIC TRANSIT	Custodian I	\$18.40	\$18.91	\$19.42	\$19.93	\$20.44	\$20.70	\$20.95	\$21.21	\$21.46	\$21.72	\$21.97	\$22.23	\$22.48	\$22.74	\$23.00	\$23.25	\$23.51
5					\$17.11	\$17.58	\$18.06	\$18.53	\$19.01	\$19.25	\$19.49	\$19.72	\$19.96	\$20.20	\$20.44	\$20.67	\$20.91	\$21.15	\$21.39	\$21.62	\$21.86
4					\$15.90	\$16.34	\$16.79	\$17.23	\$17.67	\$17.89	\$18.11	\$18.33	\$18.55	\$18.77	\$19.00	\$19.22	\$19.44	\$19.66	\$19.88	\$20.10	\$20.32
3	Seasonal DPW	DPW - MSB			\$14.78	\$15.19	\$15.60	\$16.01	\$16.42	\$16.63	\$16.83	\$17.04	\$17.24	\$17.45	\$17.65	\$17.86	\$18.06	\$18.27	\$18.47	\$18.68	\$18.88
2	Cleaner Crossing Guard	MEAD LIBRARY POLICE DEPARTMENT			\$13.73	\$14.12	\$14.50	\$14.88	\$15.26	\$15.45	\$15.64	\$15.83	\$16.02	\$16.21	\$16.40	\$16.60	\$16.79	\$16.98	\$17.17	\$17.36	\$17.55
1	Page	MEAD LIBRARY			\$12.71	\$13.06	\$13.41	\$13.77	\$14.12	\$14.30	\$14.47	\$14.65	\$14.83	\$15.00	\$15.18	\$15.36	\$15.53	\$15.71	\$15.89	\$16.06	\$16.24



R. C. No. <u>90 - 22 - 23</u>. By PUBLIC WORKS COMMITTEE. September 6, 2022.

Your Committee to whom was referred Gen. Ord. No. 9-22-23 by Alderpersons Felde and Dekker establishing a Responsible Bidder Policy for the City of Sheboygan; recommends adopting the Substitute Ordinance.

		Committee
I HEREBY CERTIFY that and adopted by the Common the day of	ouncil of the City of	Report was duly accepted Sheboygan, Wisconsin, on 20
Dated	20	, City Clerk
Approved	20	, Mayor



Subs. of Gen. Ord. No. 9 - 22 - 23. By Alderpersons Felde and Dekker. September 6, 2022.

AN ORDINANCE establishing a Responsible Bidder Policy for the City of Sheboygan.

WHEREAS, the City is empowered by Wis. Stat. § 66.0901(2) to require any entity desiring consideration for a public contract to supply a sworn statement addressing various aspects of the entity's work experience, safety practices, financial ability, and other factors relating to public welfare and protection; and

WHEREAS, as stewards of City tax dollars, it is vital that public projects are completed timely, professionally, and to a high degree of quality.

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

Section 1. Section 2-400 of the Municipal Code entitled "Responsible Bidder" is hereby created so as to read as follows:

"Sec. 2-400. - Responsible Bidder.

- (a) Purpose. Pursuant to Wis. Stat. § 66.0901, whenever the City contracts for public works, the contract must be awarded to the lowest responsible bidder. Whether a bidder is "responsible" is a determination requiring the exercise of City discretion. This ordinance is intended to ensure that submitted bids are reviewed by the City and its departments, officials or employees under reasonably consistent responsible bidder criteria when exercising its discretion.
- (b) Definitions.
 - (1) "Contractor" means a person, corporation, partnership or any other business entity that performs work in a public works contract as a general contractor, prime contractor or subcontractor at any tier.
 - (2) "Director" shall mean the Director of Public Works or his/her designee.
 - (3) "Multiple-trade public works contract" is a public works project in which no single trade accounts for 85% or more of the total labor cost of the project.

- (4) "Public Works Contract" means a contract for the construction, alteration, execution, repair, remodeling or improvement of a public work or building, or furnishing of supplies or materials of any kind, where the cost of such work will exceed \$25,000 and where the contract is required to be bid pursuant to Wis. Stat 62.15.
- (5) "Registered Apprenticeship Program" means an apprenticeship program that is currently approved by the U.S. Department of Labor or a state apprenticeship agency and has graduated apprentices to journeyperson status for three (3) years. In addition, a new apprenticeship program that has been registered with the federal or state government within the last three (3) years will be considered a Registered Apprentice Program, provided that such new program graduates apprentices to journeyperson status within the indenture period.
- (6) "Single-trade public works contract" is a public works project in which a single trade accounts for 85% or more of the total labor cost of the project.
- (c) Policy. When entering into contracts for public construction under Wis. Stat. § 62.15, the City will only award a contract to a contractor who has been prequalified pursuant to Wis. Stat. § 66.0901 and the procedures set forth herein or to a contractor that has timely submitted sufficient information addressing each of the responsible bidder criteria set forth herein for consideration of a particular public works contract.
- (d) Contractor Prequalification. The Director shall review contractor prequalification applications and approve those that satisfy the requirements of this ordinance. If a contractor is denied prequalification, the contractor shall have the right to appeal such decision to the Public Works Committee pursuant to the appeal provision set forth in subsection (h) of this section.
 - (1) Application for Prequalification shall be filed with the Director not less than five days prior to the time set for opening of bids for a project Contractor desires to bid on, and shall address each of the Responsible Bidder Criteria set forth in subsection (e) of this section. Such applications shall, at a minimum, require a sworn certification by the applicant attesting to the facts contained therein.
 - (2) Application Review. The Director may request additional information if, in his/her discretion, such information is

necessary to make a determination. The Director shall review each application and provide the applicant a written decision within 14 calendar days.

- (3) Prequalification Term. Prequalification shall be valid for one year from the approval date. The Director may suspend or revoke prequalification status for good cause. Such decision shall be made in writing and the contractor shall be provided timely notice and an opportunity to be heard by the Director.
- (4)Prequalification Renewal and Disclosure. It shall be the obligation of the contractor to timely renew its prequalification and to report information regarding any material changes to its business or operations that are relevant to its prequalification application, including information that would affect its ability to make the certifications required by this ordinance. Any such information must be reported within fifteen (15) days of the contractor's knowledge of the information. Failure to report information under this subsection may result in suspension or revocation of the contractor's pregualification, debarment from City contracts for a period of up to three years and other sanctions available under applicable law.
- (5) Publication of Prequalified Contractors. The Director shall publicly post a list of prequalified contractors, which shall include the names, addresses, and prequalification numbers of contractors and applicable dates of prequalification approval. This list shall be updated on a monthly basis.
- (e) Responsible Bidder Criteria. For consideration as a "responsible bidder" for purposes of being awarded a public works contract or for prequalification, a contractor shall supply information that satisfies all of the following criteria:
 - (1) The contractor maintains a permanent place of business.
 - (2) The contractor is authorized to do business in the State of Wisconsin.
 - (3) The contractor possesses all valid, effective licenses, registrations, or certificates required for the contractor or its employees by federal, state, county or local law, necessary for the type of work it seeks to perform, including, but not limited to, licenses, registrations or certifications for any type of trade work or specialty work.

- (4) For projects funded in whole or in part by federal or state funding, that the contractor, or any agent, partner, employee or officer of the contractor, is not debarred, suspended, proposed for debarment or declared ineligible from contracting with any unit of federal, state or local government.
- (5) The contractor complies with 42 U.S.C. § 2000e and Federal Executive Order No. 11246 as amended by Executive Order No. 11375 (known as the Equal Opportunity Employer provision).
- (6) The contractor has general liability, workers' compensation and automobile insurance at levels sufficient to protect the city given the size of the project.
- (7) The contractor has complied with 40 U.S.C §§ 3141-3148 (Federal Davis-Bacon related Acts), and all rules and regulation therein, for projects undertaken by the contactor that are covered by these laws, for the past five (5) years.
- (8) For projects funded in whole or in part by federal or state funding, and where the contract amount exceeds \$100,000, the contractor participates in a Registered Apprenticeship Program.
- (9) For projects funded in whole or in part by federal or state funding, that the Contractor has a written substance abuse prevention program meeting the requirements of Wis. Stat § 103.503.
- (10) The employees who will perform work on the project are properly classified as employees or independent contractors under all applicable state and federal laws.
- (11) The contractor has not been the subject of any investigation, order or judgment from any state or federal agency or court concerning an employment practice, including but not limited to, classification of employees, unemployment insurance, wage and hour laws, discrimination. If the contractor has been the subject of any investigation, order or judgment from any state or federal agency or court concerning an employment practice, the contactor must provide copies of the investigation, order or judgment.
- (12) Within the last five (5) years, the contractor has not been found by a final decision of a court or government agency in violation of any other law relating to its contracting

business, including but not limited to environmental laws, bid-rigging or price fixing, antitrust or tax laws, where the penalty for such violation resulted in the imposition of fine, back pay damages or any other type of penalty in the amount of more than \$10,000.

- (13) The contractor's employees who will perform work on the project are:
 - Covered under a current workers' compensation policy; and
 - b. Properly classified under such policy.
- (14) The contractor complies with all laws regarding health insurance coverage for employees.
- (15) The contractor has adequate financial resources to complete the public contract, as well as all other work the bidder is presently under contract to complete.
- (16) The contractor is bondable for the terms of the proposed public works contract.
- (17) If required in the Director's discretion, the contractor has a record, viewable by the City upon request, of satisfactorily completing at least five projects of similar size and complexity within the last five years. Criteria that will be considered in determining satisfactory completion of projects may include, but is not limited to:
 - Completion of contracts in accordance with drawing and specifications;
 - b. Diligent execution of the work and completed contracts according to the established time schedules unless extensions are granted by the owner; and
 - c. Fulfilled guarantee requirements of the contract documents.
- (18) The contractor has, and diligently maintains, a written safety program.
- (19) The contractor has not received a serious, willful or repeated violation from OSHA in the last ten (10) years.
- (20) The contractor has not defaulted on any project in the past three (3) years.

- (f) No Restriction on Discretion. If information other than what must be disclosed by the contractor in subsection (e) of this section is discovered by the City or the employee responsible for awarding the public works contract, and such information calls into question the contractor's capacity or competence to faithfully and responsibly comply with the term of a public works contract, that information shall be considered in determining whether the contractor is a responsible bidder.
- (g) Affidavit of Compliance. The general or prime contractor bidding on a public works project shall include in its sealed bids an affidavit swearing compliance with the criteria set forth in subsection (e) of this section on the form required by the City; and, within ten days of bid acceptance, an affidavit swearing compliance with the criteria set forth in subsection (e) of this section on the form required by the City from every subcontractor at any tier who will perform work on the project.
- (h) Appeal. Any applicant, contractor or subcontractor aggrieved by a determination of the Director under this ordinance may appeal the determination to the Public Works Committee. The appeal shall be taken within fifteen (15) days of the determination to be appealed and shall be filed in writing with the Municipal Clerk. The Public Works Committee shall schedule a hearing on the appeal promptly."

Section 2. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its passage and publication.

I	HEREBY	CERI	CIFY	that	the	e fo	regoing	g Ord	dinance	was	duly	pass	ed	by	the
Common	Council	of	the	City	of s	Sheb	oygan,	Wisc	consin,	on	the			day	of
				′	20_	<u> </u>									
Dated_					:	20	·					_, Ci	∟ty	, Cl€	erk
Approve	ed				:	20							,	May	yor



Gen. Ord. No. <u>- 22 - 23</u>. By Alderpersons Felde and Dekker. August 1, 2022.

AN ORDINANCE establishing a Responsible Bidder Policy for the City of Sheboygan.

WHEREAS, the City is empowered by Wis. Stat. § 66.0901(2) to require any entity desiring consideration for a public contract to supply a sworn statement addressing various aspects of the entity's work experience, safety practices, financial ability, and other factors relating to public welfare and protection; and

WHEREAS, as stewards of City tax dollars, it is vital that public projects are completed timely, professionally, and to a high degree of quality.

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

Section 1. Section 2-400 of the Municipal Code entitled "Responsible Bidder" is hereby created so as to read as follows:

"Sec. 2-400. - Responsible Bidder.

- (a) Purpose. Pursuant to Wis. Stat. § 66.0901, whenever the City contracts for public works, the contract must be awarded to the lowest responsible bidder. Whether a bidder is "responsible" is a determination requiring the exercise of City discretion. This ordinance is intended to ensure that submitted bids are reviewed by the City and its departments, officials or employees under reasonably consistent responsible bidder criteria when exercising its discretion.
- (b) Definitions.
 - (1) "Contractor" means a person, corporation, partnership or any other business entity that performs work in a public works contract as a general contractor, prime contractor or subcontractor at any tier.
 - (2) "Director" shall mean the Director of Public Works or his/her designee.
 - (3) "Multiple-trade public works contract" is a public works project in which no single trade accounts for 85% or more of the total labor cost of the project.

- (4) "Public Works Contract" means a contract for the construction, alteration, execution, repair, remodeling or improvement of a public work or building, or furnishing of supplies or materials of any kind, where the cost of such work will exceed \$25,000 and where the contract is required to be bid pursuant to Wis. Stat 62.15.
- (5) "Registered Apprenticeship Program" means an apprenticeship program that is currently approved by the U.S. Department of Labor or a state apprenticeship agency and has graduated apprentices to journeyperson status for three (3) years. In addition, a new apprenticeship program that has been registered with the federal or state government within the last three (3) years will be considered a Registered Apprentice Program, provided that such new program graduates apprentices to journeyperson status within the indenture period.
- (6) "Single-trade public works contract" is a public works project in which a single trade accounts for 85% or more of the total labor cost of the project.
- (c) Policy. When entering into contracts for public construction under Wis. Stat. § 62.15, the City will only award a contract to a contractor who has been prequalified pursuant to Wis. Stat. § 66.0901 and the procedures set forth herein or to a contractor that has submitted sufficient information addressing each of the responsible bidder criteria set forth herein.
- (d) Contractor Prequalification. The Director shall review contractor prequalification applications and approve those that satisfy the requirements of this ordinance. If a contractor is denied prequalification, the contractor shall have the right to appeal such decision to the Public Works Committee pursuant to the appeal provision set forth in subsection (h) of this section.
 - (1) Application for Prequalification shall be filed with the Director not less than five business days prior to the time set for opening of bids not less than five business days prior to the time set for opening of bids for a project Contractor desires to bid on, and shall address each of the Responsible Bidder Criteria set forth in subsection (e) of this section. Such applications shall, at a minimum, require a sworn certification by the applicant attesting to the facts contained therein.

- (2) Application Review. The Director may request additional information if, in his/her discretion, such information is necessary to make a determination. The Director shall review each application and provide the applicant a written decision within 14 calendar days.
- (3) Prequalification Term. Prequalification shall be valid for one year from the approval date. The Director may suspend or revoke prequalification status for good cause. Such decision shall be made in writing and the contractor shall be provided timely notice and an opportunity to be heard by the Director.
- (4)Prequalification Renewal and Disclosure. It shall be the obligation of the contractor to timely renew its prequalification and to report information regarding any material changes to its business or operations that are relevant to its prequalification application, including information that would affect its ability to make the certifications required by this ordinance. Any such information must be reported within fifteen (15) days of the contractor's knowledge of the information. Failure to report information under this subsection may result in suspension or revocation of the contractor's pregualification, debarment from City contracts for a period of up to three years and other sanctions available under applicable law.
- (5) Publication of Prequalified Contractors. The Director shall publicly post a list of prequalified contractors, which shall include the names, addresses, and prequalification numbers of contractors and applicable dates of prequalification approval. This list shall be updated on a monthly basis.
- (e) Responsible Bidder Criteria. For consideration as a "responsible bidder" for purposes of being awarded a public works contract or for prequalification, a contractor shall supply information that satisfies all of the following criteria:
 - (1) The contractor maintains a permanent place of business.
 - (2) The contractor is authorized to do business in the State of Wisconsin.
 - (3) The contractor possesses all valid, effective licenses, registrations, or certificates required for the contractor or its employees by federal, state, county or local law, necessary for the type of work it seeks to perform, including,

but not limited to, licenses, registrations or certifications for any type of trade work or specialty work.

- (4) The contractor, or any agent, partner, employee or officer of the contractor, is not debarred, suspended, proposed for debarment or declared ineligible from contracting with any unit of federal, state or local government.
- (5) The contractor complies with 42 U.S.C. § 2000e and Federal Executive Order No. 11246 as amended by Executive Order No. 11375 (known as the Equal Opportunity Employer provision).
- (6) The contractor has general liability, workers' compensation and automobile insurance at levels sufficient to protect the city given the size of the project.
- (7) The contractor has complied with 40 U.S.C §§ 3141-3148 (Federal Davis-Bacon related Acts), and all rules and regulation therein, for projects undertaken by the contactor that are covered by these laws, for the past five (5) years.
- (8) Regarding public works contracts in excess of \$100,000, the contractor participates in a Registered Apprenticeship Program.
- (9) The Contractor has a written substance abuse prevention program meeting the requirements of Wis. Stat § 103.503.
- (10) The employees who will perform work on the project are properly classified as employees or independent contractors under all applicable state and federal laws.
- (11) The contractor has not been the subject of any investigation, order or judgment from any state or federal agency or court concerning an employment practice, including but not limited to, classification of employees, unemployment insurance, wage and hour laws, discrimination. If the contractor has been the subject of any investigation, order or judgment from any state or federal agency or court concerning an employment practice, the contactor must provide copies of the investigation, order or judgment.
- (12) Within the last five (5) years, the contractor has not been found by a final decision of a court or government agency in violation of any other law relating to its contracting business, including but not limited to environmental laws, bid-rigging or price fixing, antitrust or tax laws, where the

penalty for such violation resulted in the imposition of fine, back pay damages or any other type of penalty in the amount of more than \$10,000.

- (13) The contractor's employees who will perform work on the project are:
 - Covered under a current workers' compensation policy; and
 - b. Properly classified under such policy.
- (14) The contractor complies with all laws regarding health insurance coverage for employees.
- (15) The contractor has adequate financial resources to complete the public contract, as well as all other work the bidder is presently under contract to complete.
- (16) The contractor is bondable for the terms of the proposed public works contract.
- (17) If required in the Director's discretion, the contractor has a record, viewable by the City upon request, of satisfactorily completing at least five projects of similar size and complexity within the last five years. Criteria that will be considered in determining satisfactory completion of projects may include, but is not limited to:
 - Completion of contracts in accordance with drawing and specifications;
 - b. Diligent execution of the work and completed contracts according to the established time schedules unless extensions are granted by the owner; and
 - c. Fulfilled guarantee requirements of the contract documents.
- (18) The contractor has, and diligently maintains, a written safety program.
- (19) The contractor has not received a serious, willful or repeated violation from OSHA in the last ten (10) years.
- (20) The contractor has not defaulted on any project in the past three (3) years.
- (f) No Restriction on Discretion. If information other than what must be disclosed by the contractor in subsection (e) of this section

is discovered by the City or the employee responsible for awarding the public works contract, and such information calls into question the contractor's capacity or competence to faithfully and responsibly comply with the term of a public works contract, that information shall be considered in determining whether the contractor is a responsible bidder.

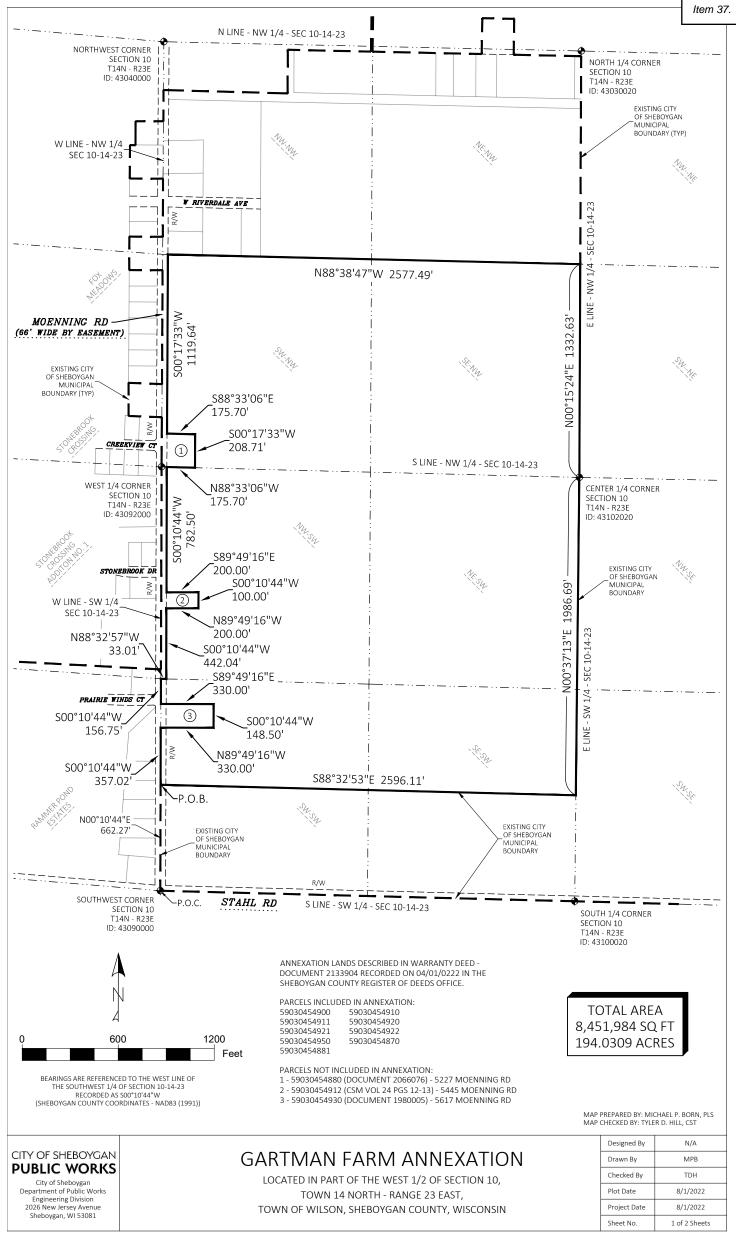
- Affidavit of Compliance. The general or prime contractor bidding (q) on a public works project shall include in its sealed bids an affidavit swearing compliance with the criteria set forth in subsection (e) of this section on the form required by the City; and an affidavit swearing compliance with the criteria set forth in subsection (e) of this section on the form required by the City from every subcontractor at any tier who will perform work on the project.
- (h) Appeal. Any applicant, contractor or subcontractor aggrieved by a determination of the Director under this ordinance may appeal the determination to the Public Works Committee. The appeal shall be taken within fifteen (15) days of the determination to be appealed and shall be filed in writing with the Municipal Clerk. The Public Works Committee shall schedule a hearing on the appeal promptly.

Section 2. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its passage and publication.

Den Behle

I HEREBY CERTIFY that the foregoing Ordinance was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the day of , 20 .

Dated	20	·	,	City	Clerk
Approved	20			/	Mayor



FILE NAME : P:\ENGINEERING\LAND RECORDS\ANNEXATIONS\2022\GARTMAN FARM - MOENNING RD\GARTMAN FARM (MOENNING RD) ANNEXATION.DWG PLOT DATE - 8/1/2022 PLOTTED BY - Born, Michael

GARTMAN FARM ANNEXATION LEGAL DESCRIPTION

PART OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, PART OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4, PART OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4, ALL OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4, ALL OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4, AND ALL OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4, ALL LOCATED IN THE WEST 1/2 OF SECTION 10, TOWN 14 NORTH - RANGE 23 EAST, TOWN OF WILSON, SHEBOYGAN COUNTY, WISCONSIN

Part of the North 1/2 of the Southwest 1/4 of the Southwest 1/4, part of the Northwest 1/4 of the Southwest 1/4, part of the Southwest 1/4 of the Northwest 1/4, all of the North 1/2 of the Southeast 1/4 of the Southwest 1/4, all of the Northeast 1/4 of the Southwest 1/4, and all of the Southeast 1/4 of the Northwest 1/4, all located in the West 1/2 of Section 10, Town 14 North - Range 23 East, Town of Wilson, Sheboygan County, Wisconsin and being more particularly described as follows:

Commencing at the Southwest corner of said Section 10, thence North 00°10'44" East, along the West line of said Southwest 1/4 of said Section 10, the centerline of Moenning Road, and the municipal boundary of the City of Sheboygan, a distance of 662.27 feet to the Southwest corner of said North 1/2 of the Southwest 1/4 of the Southwest 1/4, the Southwest corner of lands described in a Warranty Deed recorded as document 2133904 in the Sheboygan County Register of Deeds Office, and the Point of Beginning for this description; thence South 88°32'53" East along the South lines of said North 1/2 of the Southwest 1/4 of the Southwest 1/4 of the Southwest 1/4 and said North 1/2 of the Southeast 1/4 of the Southwest 1/4, and said municipal boundary, a distance of 2,596.11 feet to the Southeast corner of said North 1/2 of the Southeast 1/4 of the Southwest 1/4 and the Southeast corner of said lands described in document 2133904; thence North 00°37'13" East along the East line of said Southwest 1/4 of said Section 10 and said municipal boundary, a distance of 1,986.69 feet to the Center 1/4 corner of said Section 10;

thence North 00°15'24" East along the East line of said Northwest 1/4 of said Section 10 and said municipal boundary, a distance of 1,322.63 feet to the Northeast corner of said Southeast 1/4 of the Northwest 1/4 and the Northeast corner of said lands described in document 2133904;

thence North 88°38'47" West along the North lines of said Southeast 1/4 of the Northwest 1/4 and said Southwest 1/4 of the Northwest 1/4, a distance of 2,577.49 feet to the East right of way line of said Moenning Road;

thence South 00°17'33" West along said East right of way line, a distance of 1,119.64 feet to the North line of parcel number 59030454880 and described in a Warranty Deed recorded as document 2066076 in the Sheboygan County Register of Deeds Office; thence South 88°33'06" East along said North line of parcel number 59030454880, a distance of 175.70 feet to the Northeast corner of said

parcel number 59030454880; thence South 00°17'33" West along the East line of said parcel number 59030454880, a distance of 208.71 feet to the Southeast corner of said parcel number 59030454880 and the South line of said Northwest 1/4;

thence North 88°33'06" West along the South line of said parcel number 59030454880 and said South line of the Northwest 1/4, a distance of 175.70 feet to said East right of way line;

thence South 00°10'44" West along said East right of way line, a distance of 782.50 feet to the North line of parcel number 59030454912 and the Northwest corner of Lot 1 of a Certified Survey Map recorded in Volume 24 of Certified Surveys on Pages 12 - 13 as document 1862020 in the Sheboygan County Register of Deeds Office;

thence South 89°49'16" East along the North line of said parcel number 59030454912, a distance of 200.00 feet to the Northeast corner of said parcel number 59030454912;

thence South 00°10'44" West along the East line of said parcel number 59030454912, a distance of 100.00 feet to the Southeast corner of said parcel number 59030454912;

thence North 89°49'16" West along the South line of said parcel number 59030454912, a distance of 200.00 feet to said East right of way line;

thence South 00°10'44" West along said East right of way, a distance of 442.04 feet to the North line of said Southwest 1/4 of the Southwest 1/4;

thence North 88°32'57" West along said North line of the Southwest 1/4 of the Southwest 1/4, a distance of 33.01 feet to said West line of the Southwest 1/4 and said centerline of Moenning Road;

thence South 00°10'44" West along said West line of the Southwest 1/4 and said centerline of Moenning Road, a distance of 156.75 feet to the Northwest corner of parcel number 59030454930 and described in a Warranty Deed recorded as document 1980005 in the Sheboygan County Register of Deeds Office;

thence South 89°49'16" East along the North line of said parcel number 59030454930, a distance of 330.00 feet to the Northeast corner of said parcel number 59030454930;

thence South 00°10'44" West along the East line of said parcel number 59030454930, a distance of 148.50 feet to the Southeast corner of said parcel number 59030454930;

thence North 89°49'16" West along the South line of said parcel number 59030454930, a distance of 330.00 feet to the Southwest corner of said parcel number 59030454930, said West line of the Southwest 1/4, and said centerline of Moenning Road;

thence South 00°10'44" West along said West line of the Southwest 1/4 and said centerline of Moenning Road, a distance of 357.02 feet to said Southwest corner of the North 1/2 of the Southwest 1/4 of the Southwest 1/4, said Southwest corner of lands described in document 2133904, said municipal boundary, and the Point of Beginning.

The land described above contains 194.0309 acres (8,451,984 square feet) of land, more or less.

End of description.

CITY OF SHEBOYGAN **PUBLIC WORKS** City of Sheboygan Department of Public Works Engineering Division 2026 New Jersey Avenue Sheboygan, WI 53081

GARTMAN FARM ANNEXATION

LOCATED IN PART OF THE WEST 1/2 OF SECTION 10, TOWN 14 NORTH - RANGE 23 EAST, TOWN OF WILSON, SHEBOYGAN COUNTY, WISCONSIN LEGAL DESCRIPTION PREPARED BY: MICHAEL P. BORN, PLS LEGAL DESCRIPTION CHECKED BY: TYLER D. HILL, CST Designed By N/A Drawn By MPB Checked By TDH Plot Date 8/1/2022 Project Date 8/1/2022 Sheet No. 2 of 2 Sheets

FILE NAME : P:\ENGINEERING\LAND RECORDS\ANNEXATIONS\2022\GARTMAN FARM - MOENNING RD\GARTMAN FARM (MOENNING RD) ANNEXATION.DWG



CityPlan

Gen. Ord. No. 10 - 22 - 23. By Alderperson Heidemann. September 6, 2022.

AN ORDINANCE annexing territory owned by the City to the City of Sheboygan, Wisconsin.

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

Section 1. Territory Annexed. In accordance with sec. 66.0223 of the Wisconsin Statutes, the following described territory in the Town of Wilson, Sheboygan County, Wisconsin, owned by the City of Sheboygan and lying contiguous to the City, is hereby annexed to the City of Sheboygan, Wisconsin:

Part of the North 1/2 of the Southwest 1/4 of the Southwest 1/4, part of the Northwest 1/4 of the Southwest 1/4, part of the Southwest 1/4 of the Northwest 1/4, all of the North 1/2 of the Southeast 1/4 of the Southwest 1/4, all of the Northeast 1/4 of the Southwest 1/4, and all of the Southeast 1/4 of the Northwest 1/4, all located in the West 1/2 of Section 10, Town 14 North -Range 23 East, Town of Wilson, Sheboygan County, Wisconsin and being more particularly described as follows:

Commencing at the Southwest corner of said Section 10, thence North 00°10'44" East, along the West line of said Southwest 1/4 of said Section 10, the centerline of Moenning Road, and the municipal boundary of the City of Sheboygan, a distance of 662.27 feet to the Southwest corner of said North 1/2 of the Southwest 1/4 of the Southwest 1/4, the Southwest corner of lands described in a Warranty Deed recorded as document 2133904 in the Sheboygan County Register of Deeds Office, and the Point of Beginning for this description; thence South 88°32'53" East along the South lines of said North 1/2 of the Southwest 1/4 of the Southwest 1/4 and said North 1/2 of the Southeast 1/4 of the Southwest 1/4, and said municipal boundary, a distance of 2,596.11 feet to the Southeast corner of said North 1/2 of the Southeast 1/4 of the Southwest 1/4 and the Southeast corner of said lands described in document 2133904; thence North 00°37'13" East along the East line of said Southwest 1/4 of said Section 10 and said municipal boundary, a distance of 1,986.69 feet to the Center 1/4 corner of said Section 10; thence North 00°15'24" East along the East line of said Northwest 1/4 of said Section 10 and said municipal boundary, a distance of 1,332.63 feet to the Northeast corner of said Southeast 1/4 of the Northwest 1/4 and the Northeast corner of said lands described in document 2133904; thence North 88°38'47" West along the North lines of said Southeast 1/4 of the Northwest 1/4 and said Southwest 1/4 of the Northwest 1/4, a distance of 2,577.49 feet to the East right of way line of said Moenning Road; thence South 00°17'33" West along said East right of way line, a distance of 1,119.64 feet to the North line of parcel number 59030454880 and described in a Warranty Deed recorded as document 2066076 in the Sheboygan County Register of Deeds Office; thence South 88°33'06" East along said North line of parcel number 59030454880, a distance of 175.70 feet to the Northeast corner of said parcel number 59030454880; thence South 00°17'33" West along the East line of said parcel number 59030454880, a distance of 208.71 feet to the Southeast corner of said parcel number 59030454880 and the South line of said Northwest 1/4; thence North 88°33'06" West along the South line of said parcel number 59030454880 and said South line of the Northwest 1/4, a distance of 208.71 feet to the Southwest corner of said parcel number 59030454880, the West 1/4 corner of said Section 10, and the centerline of Moenning Road; thence South 00°10'44" West along said Moenning Road centerline and the West line of the Southwest 1/4 of said Section 10, a distance of 783.23 feet to the Northwest corner of parcel number 59030454912 and the Northwest corner of a Certified Survey Map recorded in Volume 24 of Certified Surveys on Pages 12 - 13 as document 1862020 in the Sheboygan County Register of Deeds Office; thence South 89°49'16" East along the North line of said parcel number 59030454912, a distance of 33.00 feet to the Northwest corner of Lot 1 of said Certified Survey Map and said East right of way line of Moenning Road; thence continuing South 89°49'16" East along the North line of said parcel number 59030454912, a distance of 200.00 feet to the Northeast corner of said parcel number 59030454912; thence South 00°10'44" West along the East line of said parcel number 59030454912, a distance of 100.00 feet to the Southeast corner of said parcel number 59030454912; thence North 89°49'16" West along the South line of said parcel number 59030454912, a distance of 200.00 feet to said East right of way line; thence South 00°10'44" West along said East right of way, a distance of 442.04 feet to the North line of said Southwest 1/4 of the Southwest 1/4; thence North 88°32'57" West along said North line of the Southwest 1/4 of the Southwest 1/4, a distance of 33.01 feet to said West line of the Southwest 1/4 and said centerline of Moenning Road; thence South 00°10'44" West along said West line of the Southwest 1/4 and said centerline of Moenning Road, a distance of 156.75 feet to the Northwest corner of parcel number 59030454930 and described in a Warranty Deed recorded as document 1980005 in the Sheboygan County Register of Deeds Office; thence South 89°49'16" East along the North line of said parcel number 59030454930, a distance of 330.00 feet to the Northeast corner of said parcel number 59030454930; thence South 00°10'44" West along the East line of said parcel number 59030454930, a distance of 148.50 feet to the Southeast corner of said parcel number 59030454930; thence North 89°49'16" West along the South line of

said parcel number 59030454930, a distance of 330.00 feet to the Southwest corner of said parcel number 59030454930, said West line of the Southwest 1/4, and said centerline of Moenning Road; thence South 00°10'44" West along said West line of the Southwest 1/4 and said centerline of Moenning Road, a distance of 357.02 feet to said Southwest corner of the North 1/2 of the Southwest 1/4 of the Southwest 1/4, said Southwest corner of lands described in document 2133904, said municipal boundary, and the Point of Beginning.

The land described above contains 194.6239 acres (8,477,819 square feet) of land, more or less.

Section 2. Effect of Annexation. This ordinance shall take effect upon passage and publication, and upon the filing of seven (7) certified copies of this ordinance in the office of the secretary of state of the State of Wisconsin, together with seven (7) copies of a plat showing the boundaries of the territory attached to the City. From and after the effective date of this ordinance, the territory described in Section 1 shall be a part of the City of Sheboygan for any and all purposes provided by law and all persons coming or residing within such territory shall be subject to all ordinances, rules and regulations governing the City of Sheboygan.

Section 3. Ward Designation. The territory described in Section 1 of this ordinance is hereby made a part of the 20th Ward, 10th Aldermanic District, 10th Supervisory District, 26th Assembly District and the 9th Senatorial District, subject to the ordinances, statutes, rules and regulations governing wards and districts.

Section 4. Severability. If any provision of this ordinance is invalid or unconstitutional, or if the application of this ordinance to any person or circumstances is invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the other provisions or applications of this ordinance which can be given effect without the invalid or unconstitutional provision or application. Section 5. Zoning. Upon recommendation of the Plan Commission, the territory annexed to the City by this ordinance is temporarily zoned as Suburban Residential 5 (SR-5), a designation that is consistent with the City of Sheboygan Comprehensive Plan for that area.

I HEREBY CERTIFY that the foregoing Ordinance was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____. Dated______20____, City Clerk Approved______20_____, Mayor