



# TWELFTH REGULAR COMMON COUNCIL MEETING AGENDA

**September 19, 2022 at 6:00 PM**

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

"Ability is what you're capable of doing. Motivation determines what you do. Attitude determines how well you do it." Lou Holtz

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

Notice of the 12th Regular Meeting of the 2022-2023 Common Council at 6:00 PM, MONDAY, September 19, 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**

*Alderspersons 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**

*Eleventh Regular Council Meeting held on September 6, 2022*

**4. Confirmation of 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*

**5. Public Forum**

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

**6. Election**

*Board of Water Commissioners (Three year term beginning October 1, 2022)*

**7. Presentation**

*Financial Management Plan – Operating by Ehlers Public Finance Advisors*

**8. Mayor's Announcements**

*Upcoming Community Events, Proclamations, Employee Recognitions*

## CONSENT

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

- 10.** R. O. No. 62-22-23 by Board of License Examiners submitting applications for Building Contractor Licenses already granted.
- 11.** R. O. No. 65-22-23 by Transit Commission to whom was referred Res. No. 46-22-23 by Alderpersons Felde, Dekker, and Mitchell authorizing the filing of an application with the Wisconsin Department of Transportation and authorizing the executing of the contract pertaining to grants for calendar year 2023, under Federal Mass Transit Operating Assistance program, 49 U.S.C. 5307, and State Urban Mass Transit Operating Assistance program, Wis. Stat. § 85.20, as amended; recommends adopting the Resolution.
- 12.** R. C. No. 93-22-23 by Finance and Personnel Committee to whom was referred R. O. No. 49-22-23 by City Clerk submitting a claim from Brandon L. Parker for alleged damages to his vehicle when a City of Sheboygan tree fell on it; recommends filing the claim.
- 13.** R. C. No. 94-22-23 by Finance and Personnel Committee to whom was referred 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; recommends filing the claim.
- 14.** R. C. No. 92-22-23 by Finance and Personnel Committee to whom was referred R. O. No. 29-22-23 by City Clerk submitting a claim from Amy E. Hanten for alleged damages to her vehicle from newly painted middle yellow line; recommends filing the claim.
- 15.** R. C. No. 95-22-23 by Finance and Personnel Committee to whom was referred 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; recommends adopting the Resolution.
- 16.** R. C. No. 96-22-23 by Finance and Personnel Committee to whom was referred 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; recommends adopting the Resolution.
- 17.** R. C. No. 97-22-23 by Finance and Personnel Committee to whom was referred 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; recommends adopting the Resolution.
- 18.** R. C. No. 98-22-23 by Finance and Personnel Committee to whom was referred 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; recommends adopting the Resolution.
- 19.** R. C. No. 100-22-23 by Licensing, Hearings, and Public Safety Committee to whom was referred Res. No. 65-22-23 by Alderpersons Felde and Ackley authorizing application for the NAMI Wisconsin CIT and CIP Expansion Grant; recommends adopting the Resolution.
- 20.** R. C. No. 101-22-23 by Licensing, Hearings, and Public Safety Committee to whom was referred 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; recommends adopting the Resolution.

- [21.](#) R. C. No. 102-22-23 by Licensing, Hearings, and Public Safety Committee to whom was referred 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; recommends adopting the Resolution.
- [22.](#) R. C. No. 103-22-23 by Licensing, Hearings, and Public Safety Committee to whom was referred R. O. No. 61-22-23 by City Clerk submitting various license applications; recommends granting the applications.
- [23.](#) R. C. No. 104-22-23 by Public Works Committee to whom was referred Res. No. 62-22-23 by Alderpersons Dekker and Perrella 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; recommends adopting the Resolution.

## REPORT OF OFFICERS

- [24.](#) R. O. No. 66-22-23 by City Plan Commission to whom was referred Gen. Ord. No. 10-22-23 by Alderperson Heidemann annexing territory owned by the City to the City of Sheboygan, Wisconsin; recommends adopting the Ordinance.
- [25.](#) R. O. No. 63-22-23 by City Clerk submitting a claim from Erik Boelkow for alleged damages to his home when a city tree fell on it. REFER TO FINANCE AND PERSONNEL COMMITTEE
- [26.](#) R. O. No. 64-22-23 by City Clerk submitting a claim from Zeferina Soliz for alleged damages to vehicle when hit by a City garbage truck. REFER TO FINANCE AND PERSONNEL COMMITTEE

## RESOLUTIONS

- [27.](#) Res. No. 68-22-23 by Alderpersons Felde and Filicky-Peneski authorizing the appropriate City officials to execute liability waiver documents in support of tourism promotion videography activities that have taken place on City-owned or managed property. SUSPEND THE RULES AND ADOPT THE RESOLUTION
- [28.](#) Res. No. 73-22-23 by Alderpersons Dekker and Rust authorizing a contract with Wallace Tree and Landscape, Inc. for removal of the remaining City street trees and stumps that were damaged during the June 15, 2022 windstorm. SUSPEND THE RULES AND ADOPT THE RESOLUTION
- [29.](#) Res. No. 72-22-23 by Alderpersons Mitchell and Filicky-Peneski authorizing the IT Director to execute all necessary documents to enter into a further contract with Darktrace Holdings Limited related to cybersecurity. SUSPEND THE RULES AND ADOPT THE RESOLUTION
- [30.](#) Res. No. 67-22-23 by Alderpersons Dekker and Rust authorizing the appropriate City officials to accept the temporary easement for the City to conduct maintenance activities on a drainage swale adjacent to 4812 Ferndale Court. REFER TO PUBLIC WORKS COMMITTEE
- [31.](#) Res. No. 69-22-23 by Alderpersons Felde and Ackley authorizing the appropriate City officials to execute an agreement with TargetSolutions Learning, LLC, d/b/a Vector Solutions (“Vector”) to implement scheduling software at the Sheboygan Fire Department. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE
- [32.](#) Res. No. 70-22-23 by Alderpersons Mitchell and Filicky-Peneski approving Policy Number HR 141 FML titled "Family Medical Leave Policy." REFER TO FINANCE AND PERSONNEL COMMITTEE
- [33.](#) Res. No. 71-22-23 by Alderpersons Mitchell and Filicky-Peneski authorizing the appropriate City officials to execute a Recording and Broadcast Agreement between the City of Sheboygan and the County of Sheboygan. REFER TO FINANCE AND PERSONNEL COMMITTEE

## REPORT OF COMMITTEES

- 34.** R. C. No. 99-22-23 by Finance and Personnel Committee to whom was referred 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; recommends adopting the Resolution.

## OTHER MATTERS AUTHORIZED BY LAW

### ADJOURN MEETING

- 35.** 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

## ELEVENTH REGULAR COMMON COUNCIL MEETING MINUTES

Tuesday, September 06, 2022

## OPENING OF MEETING

**1. Roll Call**

Alders Present: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Ramey, Rust, and Salazar – 10.

**2. Pledge of Allegiance****3. Approval of Minutes**

MOTION TO APPROVE THE MINUTES FROM THE TENTH REGULAR COUNCIL MEETING HELD AUGUST 15, 2022

Motion made by Felde, Seconded by Filicky-Peneski.

Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Salazar, Rust, Ramey – 10.

**4. Resignation**

Aldersperson Grazia Perrella from the Public Works Committee

MOTION TO ACCEPT AND FILE

Motion made by Felde, Seconded by Filicky-Peneski.

Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Salazar, Rust, Ramey – 10.

**5. Mayoral Appointments**

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

**6. Confirmation of Mayoral Appointments**

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

MOTION TO CONFIRM APPOINTMENTS

Motion made by Felde, Seconded by Filicky-Peneski.

Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Salazar, Rust, Ramey – 10.

**7. Public Forum**

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

**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) – Contact the City Clerk by September 15, 2022.

**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, Mitchell, Perrella, Salazar, Rust, Ramey – 10.

11. R. O. No. 57-22-23 by Board of License Examiners submitting an application for a Building Contractor License already granted.

MOTION TO RECEIVE AND FILE

Motion made by Felde, Seconded by Filicky-Peneski.

Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Salazar, Rust, Ramey – 10.

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.

MOTION TO RECEIVE AND FILE

Motion made by Felde, Seconded by Filicky-Peneski.

Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Salazar, Rust, Ramey – 10.

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.

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

Motion made by Felde, Seconded by Filicky-Peneski.

Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Salazar, Rust, Ramey – 10.

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.

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, Mitchell, Perrella, Salazar, Rust, Ramey – 10.

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.

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

Motion made by Felde, Seconded by Filicky-Peneski.

Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Salazar, Rust, Ramey – 10.

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.

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

Motion made by Felde, Seconded by Filicky-Peneski.

Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Salazar, Rust, Ramey – 10.

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.

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

Motion made by Felde, Seconded by Filicky-Peneski.

Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Salazar, Rust, Ramey – 10.

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.

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, Mitchell, Perrella, Salazar, Rust, Ramey – 10.

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.

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, Mitchell, Perrella, Salazar, Rust, Ramey – 10.

20. 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.

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

Motion made by Felde, Seconded by Filicky-Peneski.

Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Salazar, Rust, Ramey – 10.

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.

**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, Mitchell, Perrella, Salazar, Rust, Ramey – 10.

**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.

**MOTION TO SUSPEND THE RULES AND ADOPT THE RESOLUTION**

Motion made by Mitchell, Seconded by Filicky-Peneski.

Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Salazar, Rust, Ramey – 10.

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 15<sup>th</sup> 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



- 30. Res. No. 60-22-23 by Alderpersons Mitchell and Filicky-Peneski authorizing the appropriate City official 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.

MOTION TO RECEIVE THE R. C. AND ADOPT THE RESOLUTION WITH AMENDED ATTACHMENT PROVIDED IN COMMITTEE

Motion made by Mitchell, Seconded by Filicky-Peneski.

Before action was taken,

MOTION TO AMEND RESOLUTION TO REFLECT MINIMUM WAGE BE INCREASED CITY WIDE TO \$15/HOUR STARTING

Motion made by Perrella, no second

Mayor stated the motion was not germane.

On motion to adopt the Resolution,

Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Ramey – 8.

Voting Nay: Salazar, Rust – 2.

- 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.

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

Motion made by Dekker, Seconded by Perrella.

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

Rust, Ramey – 10.

**GENERAL ORDINANCES**

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

**ITEMS FOR DISCUSSION ONLY**

- 38. Human Resources Department Update

City Administer, Todd Wolf provided a brief 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.

Motion made by Felde, Seconded by Filicky-Peneski.

Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Salazar, Rust, Ramey – 10.

**ADJOURN MEETING**

- 40. Motion to Adjourn (during closed session)

MOTION TO ADJOURN MEETING AT 7:33 PM

Motion made by Felde, Seconded by Filicky-Peneski.

Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Salazar, Rust, Ramey – 10.



September 1<sup>st</sup> 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 Sorenson  
Mayor  
City of Sheboygan

**Office of the Mayor**

CITY HALL  
828 CENTER AVE.  
SHEBOYGAN, WI 53081

920-459-3317  
[www.sheboyganwi.gov](http://www.sheboyganwi.gov)

September 7, 2022

Alderperson Barb Felde  
832 Center Ave.  
Sheboygan, WI 53081

Dear Alderperson Felde:

I would like to request that you place my name in nomination and support my election to another three-year term on the Sheboygan Board of Water Commissioners.

I was elected to the Sheboygan Board of Water Commissioners in 1980 and have served as its President since 1981.

I am proud to be associated with the employees at the Sheboygan water utility. They are all dedicated to providing the best possible service to the Utility's customers.

Over the years, we have seen substantial growth in the city and, therefore, the water system. In addition, we have gone through many expansions and updates at the water plant due to growth, regulatory mandates, and nature itself. An example is our Ultraviolet disinfection system, which means our water is going through two disinfection processes. It is the largest system, of its kind, in the State of Wisconsin. We were one of the first utilities in Wisconsin to qualify for \$335,000 in WDNR grant monies to replace lead water laterals. The utility promptly implemented a lead water lateral replacement program which focused on any remaining lead laterals at daycares or schools. We also completed construction of the new water tower in the South Pointe Industrial Park and are now working on a new intake and pump station, which will supplement our existing plant, for many years to come. We have accomplished these things and more, while reducing the Utility's workforce, as well.

The result has been Sheboygan always being among the lowest, if not the lowest, in water rates for a Class "AB" category utility in the State of Wisconsin.

**The Sheboygan Board of Water Commissioners has always had an incredibly good representation from various disciplines to provide sound management based on different areas of expertise. We currently have a financial person (myself), an individual with management and maintenance experience (Thomas Howe) and a person with water utility expertise (Richard Dale). This is an excellent mix, and the results speak for themselves.**

**My involvement over the years has been interesting, rewarding and, I believe, a benefit to the utility, its customers, and the City of Sheboygan.**

**I have always tried to maintain a proper perspective in employee disputes and have been called upon, by management and employees, to assist in resolving problems before they escalated.**

**I have also managed customer complaints when management was not able to provide satisfactory results. have been very vocal and outspoken concerning the water utility's financial affairs and have urged fiscal restraint over the years. The results are one of the most financially sound utilities in the State of Wisconsin.**

**There are still exciting new projects on the horizon such as the continuing automation of the water plant and the continuation of the lead water lateral replacement program, as funds become available. I would like to be a part of the continuing effort to maintain the Sheboygan Water Utility as one of the best in the state.**

**I would be proud to serve another three-year term on the Sheboygan Board of Water Commissioners and ask for your support. Letters have been submitted to all Alderpersons, as well as the Mayor, requesting their support.**

**Respectfully submitted,**

**Gerald R. Van De Kreeke,  
Certified Public Accountant**



**City of Sheboygan  
Financial Management Plan - Operating**

September 19, 2022

# Objectives

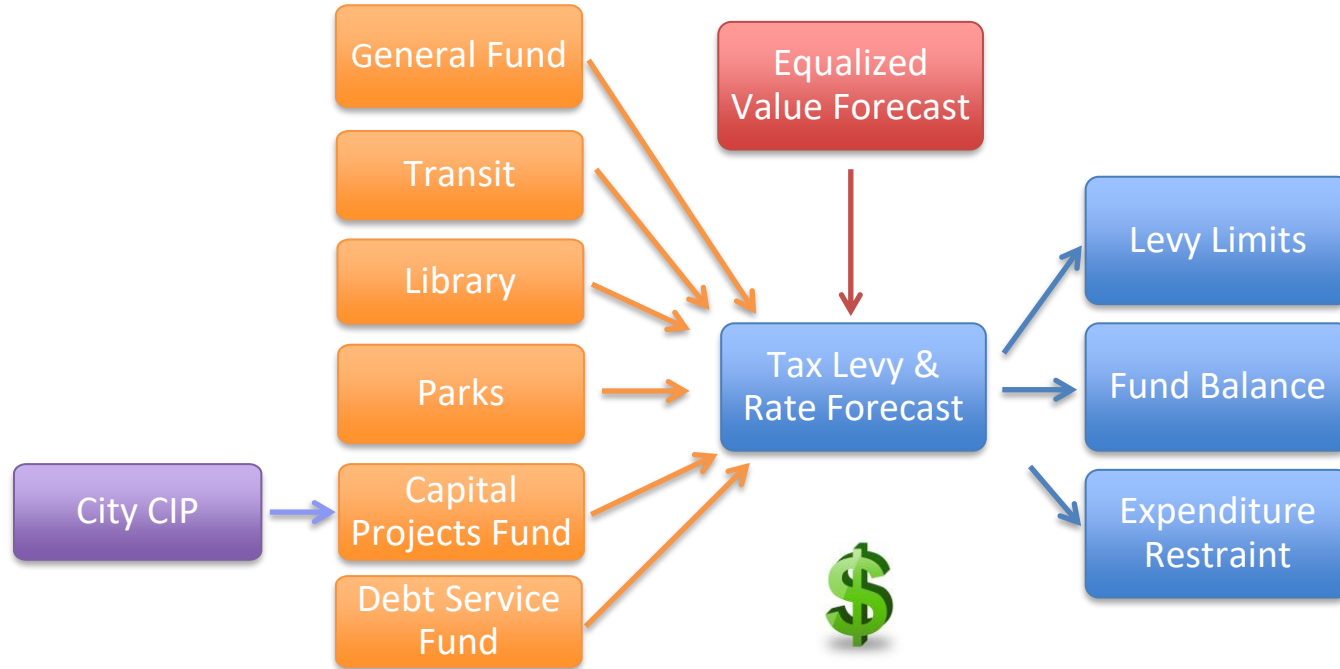
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Item 7.

- Tax Supported Funds Model Overview
- Long Range Model Goals
- Bond Rating Information
- Operating Fund projections
- Levy Limits & Expenditure Restraint Program
- Overall Impact on Property Taxes
- Summary Comments

# FMP Architecture – Tax Supported Funds

Item 7.





# Long Range Model Goals

Item 7.

1. Provides an estimate of future tax levy requirements, and associated tax rate, based on a set of assumptions.

2. Supports the political decision-making process regarding service levels, capital spending and financial management.

3. Helps identify potential financial pressure points in advance of their occurrence.

# Bond Rating Information

Item 7.

## Moody's Rating Methodologies for Local GO

### 30% Economy/Tax Base

10% Tax Base 10%

10% Full Value Per Capita 10%

10% Wealth (median family income)

### 30% Finances

10% Fund Balance (% of revenues)

5% Fund Balance Trend (5-year change)

10% Cash Balance (% of revenues)

5% Cash Balance Trend (5-year change)

### 20% Management

10% Institutional Framework

10% Operating History

### 20% Debt/Pensions

5% Debt to Full Value

5% Debt to Revenue

5% Moody's-adjusted Net Pension Liability  
(3-year average to Full Value)

5% Moody's-adjusted Net Pension Liability  
(3-year average) to Revenue

# Bond Rating Information (cont.)

Item 7.

## March 18, 2022 Credit Opinion

- ASSIGNED RATING = Aa2
- CREDIT STRENGTHS:
  - ✓ Strong financial position
  - ✓ Growing tax base
- CREDIT CHALLENGES:
  - ✓ Elevated fixed costs
  - ✓ Growth in property tax revenue constrained by strict state-imposed revenue limits

# Bond Rating Information (cont.)

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Item 7.

## March 18, 2022 Credit Opinion (cont.)

- WHAT COULD CHANGE THE RATING UP:
  - ✓ Strengthened resident wealth and income
  - ✓ Declines in total leverage
- WHAT COULD CHANGE THE RATING DOWN:
  - ✓ Tax base contraction
  - ✓ Material narrowing of operating reserves

# Bond Rating Information (cont.)

Item 7.

## RATING FACTORS OF COMPARABLE COMMUNITIES

Municipality	Current Rating	Overall Debt Burden	Direct Debt Burden	Payout, 10-Years	Direct Debt Per Capita	Overall Debt Per Capita	Average Annual Growth FV	Undesignated Gen. Fund % of Total Op. Rev.	% of Exp. for Debt Service	Adj Gross Inc Per Return (2020)	Adj Gross Inc as % of State (2020)	Per Capita Eq. Value (2022)	Eq. Value TID - IN (2022)	Population (2022)	Last update
Sheboygan	Aa2	3.18%	1.82%	77.60%	\$1,249	\$2,184	7.01%	59.10%	10.99%	\$48,248	78.43%	\$77,003	3,860,866,200	50,139	08/29/22
Beloit	A+/A1	4.72%	4.72%	81.55%	\$1,357	\$3,087	8.58%	44.82%	30.77%	\$41,058	66.74%	\$72,202	2,654,129,100	36,760	08/29/22
Fond du Lac	AA-	5.21%	2.37%	99.70%	\$1,778	\$3,912	5.30%	20.55%	16.22%	\$55,631	90.43%	\$83,270	3,703,015,500	44,470	11/10/21
Janesville	AA	3.47%	1.69%	98.59%	\$1,561	\$3,212	6.48%	21.63%	17.25%	\$55,010	89.42%	\$108,689	7,195,842,200	66,206	07/11/22
La Crosse	Aa2	4.36%	3.18%	75.10%	\$2,535	\$3,475	6.00%	29.00%	28.40%	\$50,502	82.09%	\$98,376	5,131,278,800	52,160	08/29/22
Manitowoc	AA-	3.18%	2.68%	87.40%	\$1,798	\$2,137	6.81%	24.93%	24.55%	\$49,191	79.96%	\$77,254	2,682,419,000	34,722	03/28/22
Oshkosh	Aa3	5.65%	3.04%	81.75%	\$2,226	\$4,137	5.89%	35.62%	24.06%	\$50,745	82.49%	\$66,976	4,460,244,100	66,595	08/29/22
Wausau	Aa3	4.05%	2.29%	92.07%	\$1,957	\$3,466	4.66%	29.17%	25.62%	\$57,023	92.69%	\$915,629	36,807,379,001	40,199	04/15/22

Source: Moody's Investor's Service Most Recent Credit Reports & Village or City Audits, State of Wisconsin (DOR)

# Bond Rating Information (cont.)

## Rating Impact on Interest Rates

Effect of difference between Aa2 rating and A+ rating increase in Interest Rates									
Comparative Sale Information									
(Assuming Current Rates and Sale Occurring in 2022)									
General Obligation Notes, 2022 Actual Structure					General Obligation Notes, 2021 with A+ Scale				
\$2,195,000					\$2,195,000				
Dated 4/13/22					Dated 4/13/22				
YEAR	Prin (4/1)	Yield	Interest	Total	YEAR	Prin (4/1)	Yield	Interest	Total
2022					2021				
2023	270,000	1.300%	60,234	330,234	2022	270,000	1.600%	62,736	332,736
2024	100,000	1.550%	37,980	137,980	2023	100,000	1.700%	39,078	139,078
2025	100,000	1.700%	36,355	136,355	2024	100,000	1.850%	37,303	137,303
2026	250,000	1.800%	33,255	283,255	2025	250,000	1.900%	34,003	284,003
2027	230,000	1.900%	28,820	258,820	2026	230,000	2.000%	29,328	259,328
2028	245,000	2.000%	24,185	269,185	2027	245,000	2.050%	24,516	269,516
2029	220,000	2.100%	19,425	239,425	2028	220,000	2.100%	19,695	239,695
2030	270,000	2.150%	14,213	284,213	2029	270,000	2.150%	14,483	284,483
2031	330,000	2.200%	7,680	337,680	2030	330,000	2.200%	7,950	337,950
2032	180,000	2.250%	2,025	182,025	2031	180,000	2.400%	2,160	182,160
<b>TOTALS</b>	<b>2,195,000</b>		<b>264,171</b>	<b>2,459,171</b>	<b>TOTALS</b>	<b>2,195,000</b>		<b>271,250</b>	<b>2,466,250</b>
<b>Additional Interest Expense</b>									<b>7,079</b>

Note: Compared the City's 2022 borrowing interest rates to an "A+" rated issue near to the date of the City's sale.

- The impact of the Bond Rating is more meaningful with larger par amounts of debt issues.
- The City's issue was smaller which did not produce a large savings.

# Equalized Value Projections

Item 7.

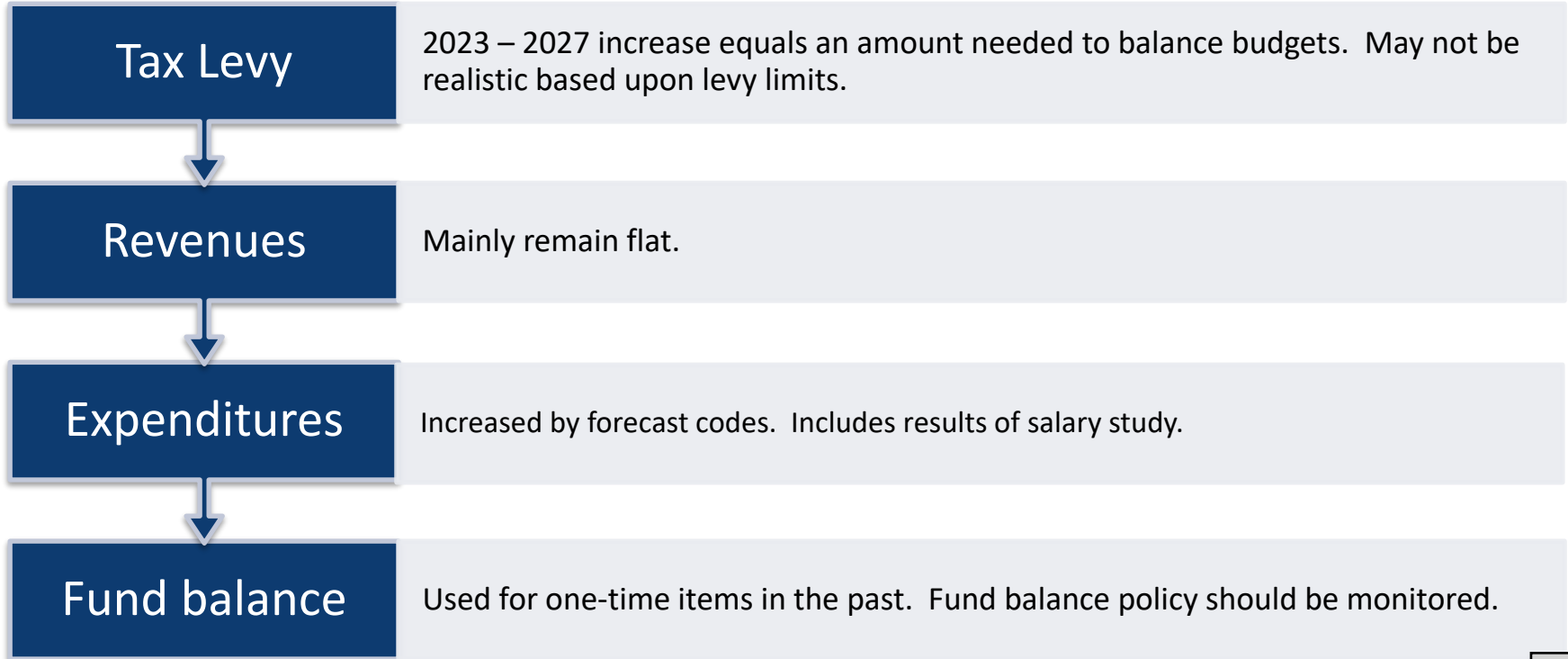
Valuation Year	TID Increment	TID Out		TID In		Net New Construction
		Equalized Value	Percent Change	Equalized Value	Percent Change	Percent
<b>Historical</b>	<b>5 - Average</b>		7.63%		8.14%	1.590%
2018	154,240,200	2,655,662,300	6.52%	2,809,902,500	7.26%	0.440%
2019	189,986,000	2,729,253,300	2.77%	2,919,239,300	3.89%	0.335%
2020	218,417,200	3,080,099,100	12.86%	3,298,516,300	12.99%	2.886%
2021	267,971,500	3,156,346,500	2.48%	3,424,318,000	3.81%	2.908%
2022	276,931,500	3,583,934,700	13.55%	3,860,866,200	12.75%	1.380%
<b>Projected</b>						
2023		3,665,651,894	2.28%	3,938,083,524	2.00%	1.250%
2024		3,914,143,232	6.78%	4,016,845,194	2.00%	1.250%
2025		3,992,426,097	2.00%	4,097,182,098	2.00%	1.250%
2026		4,072,274,618	2.00%	4,179,125,740	2.00%	1.250%
2027		4,153,720,111	2.00%	4,262,708,255	2.00%	1.250%
2028		4,236,794,513	2.00%	4,347,962,420	2.00%	1.250%
2029		4,321,530,403	2.00%	4,434,921,669	2.00%	1.250%
2030		4,407,961,011	2.00%	4,523,620,102	2.00%	1.250%
2031		4,496,120,232	2.00%	4,614,092,504	2.00%	1.250%

Includes 2023 closure of TID 15.

Includes 2024 closures of TID 6, 10, 12, 13 and 14.

# Operating Fund Projection Methodology

Item 7.





# Operating Fund Forecast Codes

Item 7.

CODE	DEFINITION	EXPLANATION	FORECASTED INCREASE
A	Average	Sets the value in all five years of the forecast period to the average of the prior five year's values.	
C	Commodities	Operating supplies	5.00%
E	Employee Finges	Dental, life, and disability insurance	5.00%
G	Gas & Oil	Motor Fuel	5.00%
H	Health Insurance	Health insurance	5.00%
I	Insurance	Property, Liability, Worker's Compensation	5.00%
IT	IT Services	IT Services	6.00%
L	Last	Sets the value in all five years of the forecast period to the value in the most recent budget or actual column.	
M	Manual	Manual Entry	
S	Services	Professional services, training & travel, dues and subscriptions	3.00%
U	Utilities	Utilities - Water, Sewer, Electric, Telecommunications	5.00%
W	Wages	Salaries, Wages, payroll taxes, retirement	2.50%
Z	Zero	Sets the value in the forecast period to zero.	

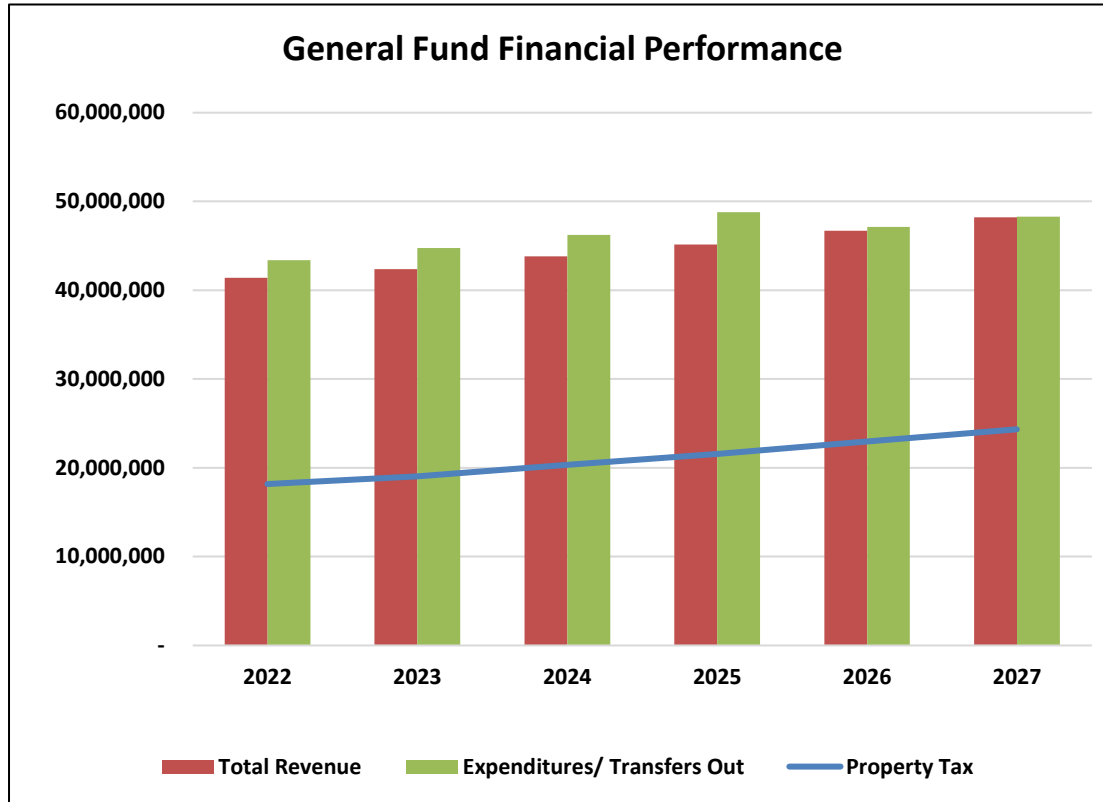
# Operating Fund Forecast – General Fund

Item 7.

	2021 ACTUAL	2022 PROJECTED	2023 PROJECTED	2024 PROJECTED	2025 PROJECTED	2026 PROJECTED	2027 PROJECTED
<b>REVENUE</b>							
Local property taxes	\$ 17,988,351	\$ 18,183,520	\$ 19,016,631	\$ 20,330,783	\$ 21,548,332	\$ 22,948,442	\$ 24,331,246
Other taxes	203,523	229,023	229,023	229,023	229,023	229,023	229,023
Intergovernmental revenues	14,530,157	14,989,938	14,995,288	15,000,756	15,006,343	15,012,055	15,017,892
Licenses and permits	976,240	986,360	986,360	986,360	986,360	986,360	986,360
Fines and forfeitures	1,178,271	996,000	1,032,250	1,070,313	1,110,278	1,152,242	1,196,304
Public charges for service	2,804,031	2,872,557	2,937,557	3,005,807	3,077,470	3,152,715	3,231,723
Intergovernmental charges for service	303,160	303,160	303,410	303,673	303,948	304,238	304,541
Miscellaneous	448,351	320,060	320,165	320,165	320,275	320,391	320,640
Transfers in (includes PILOT)	2,452,321	2,523,804	2,550,804	2,578,344	2,578,344	2,578,344	2,578,344
<b>TOTAL REVENUE</b>	<b>40,884,405</b>	<b>41,404,422</b>	<b>42,371,488</b>	<b>43,825,334</b>	<b>45,160,489</b>	<b>46,683,932</b>	<b>48,196,073</b>
<b>EXPENDITURES</b>							
General Government	5,049,232	5,440,911	4,747,178	4,968,676	5,047,529	5,269,434	5,432,993
Public Safety	23,966,154	24,085,365	24,585,167	25,372,934	26,163,613	26,981,720	27,828,320
Public Works	8,810,010	8,826,745	9,046,877	9,354,113	9,675,938	10,010,017	10,356,862
Health & Human Services	207,298	207,742	213,616	219,721	226,262	233,013	239,981
Culture, Recreation & Education	3,008,351	2,772,969	2,836,904	2,927,765	3,023,731	3,123,169	3,226,219
Conservation and Development	377,430	361,801	371,306	383,597	395,397	407,593	420,197
Capital Outlay	535,000	535,000	561,750	589,838	619,329	650,296	682,811
Transfers out	8,030	1,153,690	2,370,190	2,401,690	3,641,690	457,690	106,690
<b>TOTAL EXPENDITURES</b>	<b>41,961,505</b>	<b>43,384,223</b>	<b>44,732,988</b>	<b>46,218,334</b>	<b>48,793,489</b>	<b>47,132,932</b>	<b>48,294,073</b>
<b>Percentage change</b>	<b>9.90%</b>	<b>3.39%</b>	<b>3.11%</b>	<b>3.32%</b>	<b>5.57%</b>	<b>-3.40%</b>	<b>2.46%</b>
<b>Net Change</b>	<b>(1,077,100)</b>	<b>(1,979,801)</b>	<b>(2,361,500)</b>	<b>(2,393,000)</b>	<b>(3,633,000)</b>	<b>(449,000)</b>	<b>(98,000)</b>
<b>FUND BALANCE</b>							
<b>BEGINNING FUND BALANCE</b>	<b>22,843,609</b>	<b>21,766,509</b>	<b>19,786,708</b>	<b>17,425,208</b>	<b>15,032,208</b>	<b>11,399,208</b>	<b>10,950,208</b>
<b>YEAR END BALANCE</b>	<b>\$ 21,766,509</b>	<b>\$ 19,786,708</b>	<b>\$ 17,425,208</b>	<b>\$ 15,032,208</b>	<b>\$ 11,399,208</b>	<b>\$ 10,950,208</b>	<b>\$ 10,852,208</b>
<b>COMPONENTS OF FUND BALANCE</b>							
<b>NONSPENDABLE</b>	<b>\$ 2,393,045</b>	<b>\$ 1,962,486</b>	<b>\$ 2,485,228</b>	<b>\$ 2,770,462</b>	<b>\$ 2,994,068</b>	<b>\$ 2,807,319</b>	<b>\$ 2,752,934</b>
<b>COMMITTED</b>	<b>350,000</b>	<b>350,000</b>	<b>350,000</b>	<b>350,000</b>	<b>350,000</b>	<b>350,000</b>	<b>350,000</b>
<b>ASSIGNED (includes working capital)</b>	<b>5,745,000</b>	<b>5,495,000</b>	<b>5,495,000</b>	<b>5,495,000</b>	<b>5,495,000</b>	<b>5,495,000</b>	<b>5,495,000</b>
<b>UNASSIGNED</b>	<b>13,278,464</b>	<b>11,979,222</b>	<b>9,094,980</b>	<b>6,416,746</b>	<b>2,560,140</b>	<b>2,297,889</b>	<b>2,254,274</b>
<b>TOTAL FUND BALANCE</b>	<b>\$ 21,766,509</b>	<b>\$ 19,786,708</b>	<b>\$ 17,425,208</b>	<b>\$ 15,032,208</b>	<b>\$ 11,399,208</b>	<b>\$ 10,950,208</b>	<b>\$ 10,852,208</b>
<b>Percentage change in levy</b>	<b>8.32%</b>	<b>1.08%</b>	<b>4.58%</b>	<b>6.91%</b>	<b>5.99%</b>	<b>6.50%</b>	<b>6.03%</b>
<b>Unassigned fund balance as a % of expenditures (25% Policy)</b>	<b>31%</b>	<b>27%</b>	<b>20%</b>	<b>13%</b>	<b>5%</b>	<b>5%</b>	<b>5%</b>
<b>Excess funds above policy available to transfer to capital</b>		<b>1,133,166</b>	<b>(2,088,267)</b>	<b>(5,137,838)</b>	<b>(9,638,232)</b>	<b>(9,485,344)</b>	<b>(9,819,244)</b>

# Operating Fund Forecast – General Fund Results

Item 7.



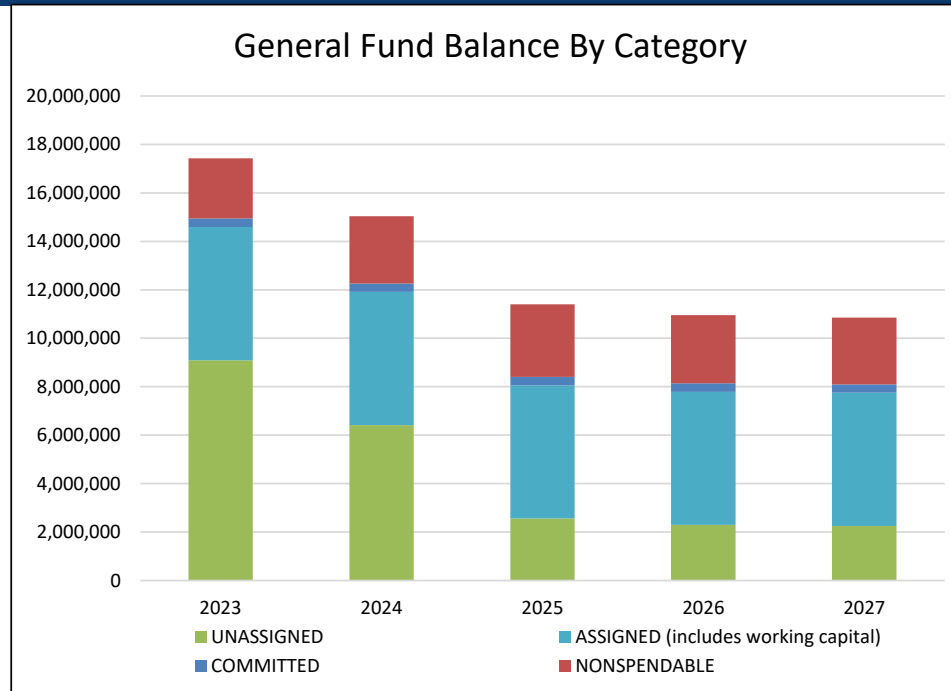
# Fund Balance

Item 7.

Category	Description	Controlled by	Examples	
Nonspendable	Not in spendable form	Nature of asset, or legal requirement	Inventories, pre-paid amounts & land	
Restricted	May only be spent for the purpose for which restricted	Creditor or grantors, applicable laws & regulations	Debt service funds, grant funds, impact fees	
Unrestricted	Committed	Funds the municipality has committed for a specific purpose	Governing body must act to commit or un-commit funds	A capital project under contract
	Assigned	Funds the municipality intends to use for specific purposes	Governing body or designee	Future capital projects or equipment purchases
	Unassigned	All other funds not otherwise designated	Governing body or designee	Funds held as working capital and for emergencies

# General Fund Unassigned fund balance as % of expenditures

Item 7.



The operating projection assumes the property tax levy balances the budget. However, the City's CIP has planned usage of the fund balance that will take the fund balance out of compliance with the fund balance policy.

# Fund Balance: Uses

Item 7.



Provide working capital & address cash flow needs



Cover unanticipated revenue shortfalls or cost overruns



Pay emergency expenses



Fund future capital projects or equipment purchases



Payoff debt service, debt reduction



Fund limited duration programs or non-recurring expenditures

# Levy Limits “At-a-Glance”

Item 7.

- Current limit (Sec. 66.0602, Wis. Stats.):

**The prior year’s actual levy may be increased by a percentage equal to net new construction in the preceding year (or zero, if none)**

- ✓ Subject to numerous adjustments that may reduce or increase allowable levy. Most common is Adjustment E which allows the addition of General Obligation principal and interest payments.
- ✓ Other adjustments exist, but mostly not applicable to the City
- ✓ Provides no flexibility for inflation

# Current levy limit parameters

Item 7.

## 2019 Net New Construction 0.335%

- Allowable levy increase \$68,343

## 2020 Net New Construction 2.886%

- Allowable levy increase \$590,706

## 2021 Net New Construction 2.908%

- Allowable levy increase \$615,775

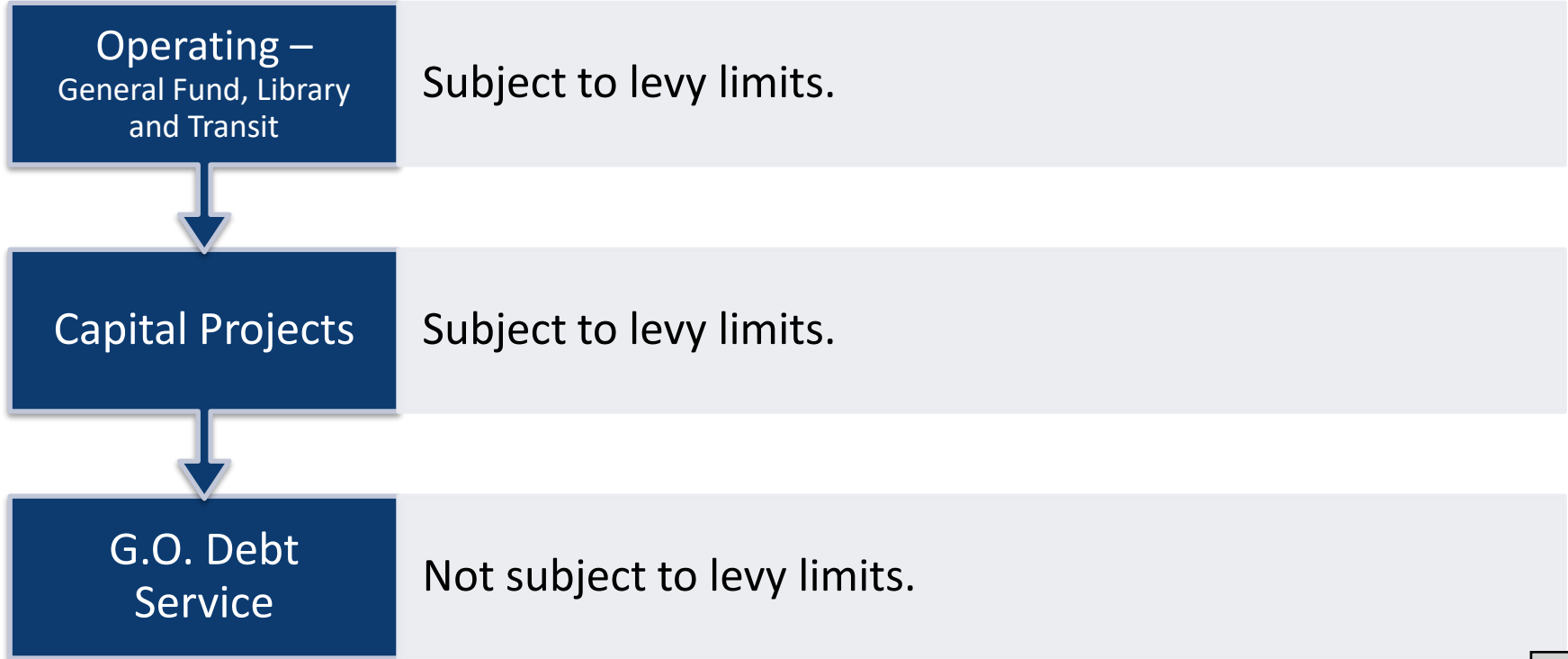
## 2022 Net new construction 1.382%

- Allowable levy increase \$362,080



# City Levy Components

Item 7.



# Levy Limits (cont.)

Item 7.

Operating Section

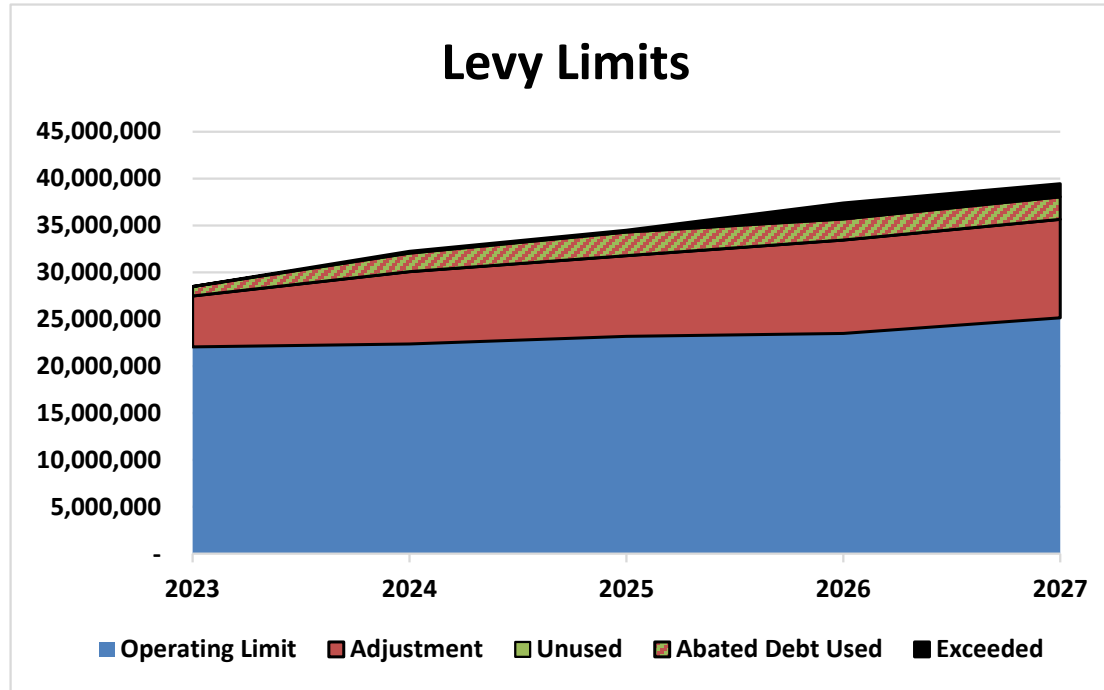
Debt Adjustment

Maximum Levy

2023 Levy Limit Information (2022 Tax Roll)	
2022 Levy	25,967,449
Add: Personal Property Aid	113,961
Less: 2022 debt adjustment (Adjustment E)	<u>(4,230,335)</u>
Based number for levy limit calculation	21,851,075 A
2023 Net New Construction per DOR	1.382%
Allowed increase in tax levy	<u>301,982</u> B
Total Levy	22,153,057 A + B
Less estimated Personal Property Aid	<u>(113,961)</u>
Total Operating Property Tax Levy Revenue	<u>22,039,096</u>
General Obligation Debt Funded by the Levy	<u>4,457,606</u>
Maximum Property Tax Levy for 2023	<u>26,496,702</u>

# Levy Limit - Projection

Item 7.



# Expenditure Restraint “At-a-Glance”

Item 7.

- Current limit (Sec. 79.05, Wis. Stats.):

**General Fund expenditures may be increased by a percentage which includes a combination of the Consumer’s Price Index (CPI) plus 60% of the City’s Net New Construction (NNC)**

- ✓ Expenditures include the General Fund expenditures plus transfers out to other funds (includes levy’s shown in other City funds)
- ✓ Some adjustments are available but are mostly not applicable to the City

# Expenditure Restraint Compliance

Item 7.

General Fund Expenditure Budget		Budget Year					
		2022	2023	2024	2025	2026	2027
CPI allowable amount per DOR			3.00%	3.00%	3.00%	3.00%	3.00%
Net new construction factor			0.80%	0.80%	0.80%	0.80%	0.80%
Total (Rounded up)			3.8%	3.8%	3.8%	3.8%	3.8%
<b>Budget Comparison</b>							
1	Total general fund budget expenditures (s. 65.90)(include general fund transfers out to other funds)	50,511,811	53,195,108	55,953,093	59,033,507	57,627,492	59,617,849
2	Subtract long-term debt principal and interest payments in general fund budget (include general fund transfers out to debt service fund)	(3,851,052)	(4,385,571)	(5,531,741)	(5,905,755)	(6,024,076)	(6,711,886)
7	Net general fund operating budget expenditures	\$46,660,759	\$48,809,537	\$50,421,352	\$53,127,752	\$51,603,416	\$52,905,963
<b>Budget Adjustments for Transfer of Services</b>							
10	Adjusted general fund budget expenditures	\$46,660,759	\$48,809,537	\$50,421,352	\$53,127,752	\$51,603,416	\$52,905,963
<b>Budget Change Calculation</b>							
11	Adjusted general fund budget expenditures current year		48,809,537	50,421,352	53,127,752	51,603,416	52,905,963
12	Adjusted general fund budget expenditures prior year		46,660,759	48,809,537	50,421,352	53,127,752	51,603,416
13	General fund budget dollar change		2,148,778	1,611,815	2,706,400	(1,524,336)	1,302,547
14	General fund budget percentage change		4.6%	3.3%	5.4%	-2.9%	2.5%
The general fund budget percentage change must be less than this percent to qualify for a payment			3.8%	3.8%	3.8%	3.8%	3.8%

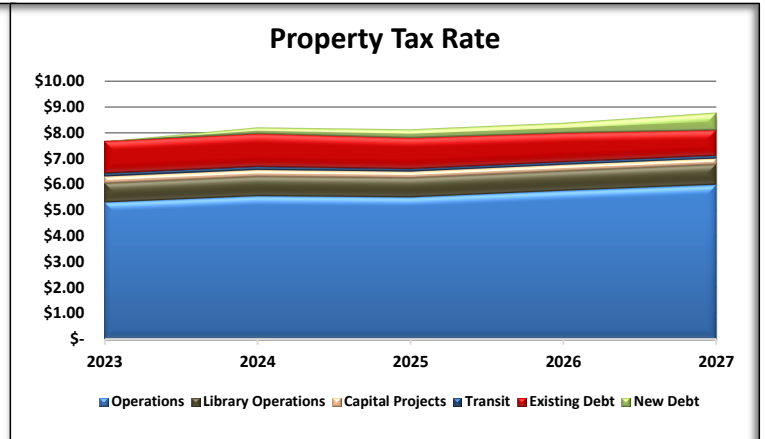
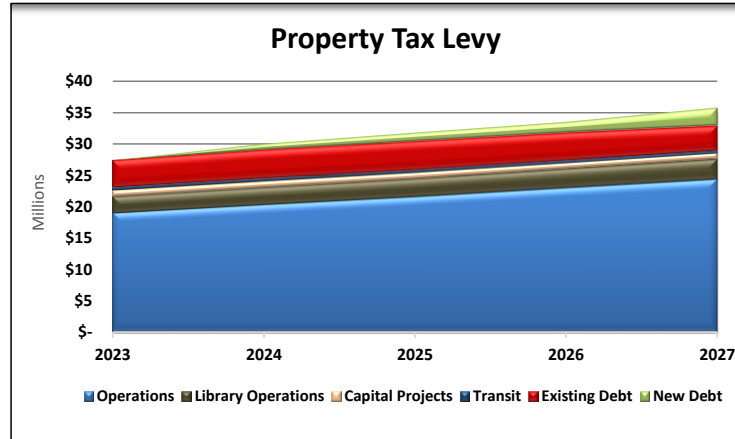
# Overall Impact on Property Taxes

Item 7.



## Financial Management Plan Impact on Property Tax Levy and Tax Rate

Year	Operations		Library		Capital Projects <sup>1</sup>		Transit		Existing Debt		New Debt		Total	
2023	\$ 19,016,631	\$ 5.31	\$ 2,700,936	\$ 0.75	\$ 925,000	\$ 0.26	\$ 450,613	\$ 0.13	\$ 4,385,571	\$ 1.22	\$ 0	\$ 0	\$ 27,478,751	\$ 7.67
2024	20,330,783	5.55	2,827,405	0.77	925,000	0.25	450,613	0.12	4,618,910	1.26	912,831	0.25	30,065,542	8.20
2025	21,548,332	5.51	2,958,650	0.76	925,000	0.24	450,613	0.12	4,629,019	1.18	1,276,736	0.33	31,788,350	8.12 <sup>2</sup>
2026	22,948,442	5.75	3,094,871	0.78	925,000	0.23	450,613	0.11	4,433,426	1.11	1,590,650	0.40	33,443,002	8.38
2027	24,331,246	5.97	3,236,277	0.79	925,000	0.23	450,613	0.11	4,005,800	0.98	2,706,086	0.66	35,655,022	8.76



<sup>1</sup> - Includes Capital Project and Parks

<sup>2</sup> - The drop in the tax rate for 2025 is associated with the closure of TID 6, 10, 12, 13 and 14.

# What Might Change the Projection

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Item 7.

- Increased value growth rates
- Inflation
- Cost of retaining employees
- Timing of TID closures
- Increased state funding
- Adoption or implementation of alternative revenue methods
- Increased infrastructure maintenance needs

# Comments and Possible Future Actions

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Item 7.

- The current use of fund balance to fund Capital Projects may not be sustainable.
- Consider updating the General Fund fund balance policy to dictate when available amounts can be transferred to fund one-time expenditures.
- Consider budgeting Expenditure Restraint program revenues in the Capital Projects fund to eliminate a future General Fund revenue hole created by not qualifying.
- Continue to promote economic development, as any increase in net new construction allows for increase in the levy without a tax increase to existing taxpayers.



# Comments and Possible Future Actions

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Item 7.

- Annually review policies to evaluate whether they fit with the current financial environment and adjust when necessary.
- Continue long range planning to determine financial pressures and provide time to address them.

# Potential Solutions to Comply with Levy Limits

Item 7.

- Possible Annual Budget Changes
  - ✓ Annual budget process
  - ✓ Eliminate any operating fund contingency
  - ✓ Eliminate operating fund capital items, if any.
- Alternative Revenues
  - ✓ Wheel Tax
  - ✓ Street Light General Fund Electricity Bill fee. Sometimes called a Street Light Utility
  - ✓ Transportation Utility (going through courts now)

# Potential Solutions

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Item 7.

- Review of Services
  - ✓ Prioritize services and cut services funded by the levy
- Levy Limit Referendum

# Questions?

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Item 7.

II

R. O. No. 62- 22 - 23. By BOARD OF LICENSE EXAMINERS. September 19, 2022.

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

6082      Brett R Salm      Carpenter Accessory  
            W673 County Highway Q  
            St Cloud, WI 53079-1267

6016      Rocio Castillo      Carpenter Accessory  
            457 N Broadway St  
            Joshua, TX 76058-3413

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BOARD OF LICENSE EXAMINERS

II

R. O. No. 65 - 22 - 23. By TRANSIT COMMISSION. September 19, 2022.

Your commission to whom was referred Res. No. 46-22-23 by Alderpersons Felde, Dekker, and Mitchell authorizing the filing of an application with the Wisconsin Department of Transportation and authorizing the executing of the contract pertaining to grants for calendar year 2023, under Federal Mass Transit Operating Assistance program, 49 U.S.C. 5307, and State Urban Mass Transit Operating Assistance program, Wis. Stat. § 85.20, as amended; recommends adopting the Resolution.

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TRANSIT COMMISSION

III

Res. No. 46 - 22 - 23. By Alderpersons Felde, Dekker, and Mitchell.  
August 1, 2022.

A RESOLUTION authorizing the filing of an application with the Wisconsin Department of Transportation and authorizing the executing of the contract pertaining to grants for calendar year 2023, under Federal Mass Transit Operating Assistance program, 49 U.S.C. 5307, and State Urban Mass Transit Operating Assistance program, Wis. Stat. § 85.20, as amended.

WHEREAS, the Secretary of Transportation is authorized to make grants for a mass transportation program of projects; and

WHEREAS, the contract for financial assistance will impose certain obligations upon the applicant, including the provision by it of the local share of the projects costs in the program; and

WHEREAS, it is required by the United States Department of Transportation (Federal Transit Administration) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 that in connection with the filing of an application for assistance under 49 U.S.C. 5307, as amended, the applicant gives an assurance that it will comply with Title VI of the Civil Rights Act of 1964 and the United States Department of Transportation requirements thereunder; and

WHEREAS, it is the goal of the applicant that disadvantaged business enterprises be utilized to the fullest extent possible in connection with these projects, and definite procedures shall be established and administered to ensure that disadvantaged businesses shall have the opportunity to participate in construction contracts, supplies, equipment contracts, or consultants and other services.

NOW, THEREFORE, BE IT RESOLVED: That the Director of Parking and Transit is authorized to execute and file an application on behalf of the City of Sheboygan with the Wisconsin Department of Transportation to aid in financing of operating assistance projects for calendar year 2023.

BE IT FURTHER RESOLVED: That the Director of Parking and Transit is authorized to execute the contract pertaining to the City of Sheboygan's application for 2023 operating assistance grants under Federal Mass Transit Operating Assistance program, 49 U.S.C. 5307, and State Urban Mass Transit Operating Assistance program, Wis. Stat. § 85.20.

BE IT FURTHER RESOLVED: That the Director of Parking and Transit is authorized to execute and file with such applications all assurances or any other documents required by the United States Department of Transportation (Federal Transit Administration) effectuating the purposes of Title VI of

Transit

the Civil Rights Act of 1964 and other legally mandated requirements of the United States Department of Transportation.

BE IT FURTHER RESOLVED: That the Director of Parking and Transit is authorized to furnish such additional information as the United States Department of Transportation (Federal Transit Administration) may require in connection with the application for the program projects.

BE IT FURTHER RESOLVED: That the Director of Parking and Transit is authorized to execute grant agreements on behalf of the City of Sheboygan with the United States Department of Transportation (Federal Transit Administration) and/or the Wisconsin Department of Transportation for aid in the financing of the operating assistance program projects.

*Jim Deke*  
\_\_\_\_\_

*Barbara Felde*  
\_\_\_\_\_

*[Signature]*  
\_\_\_\_\_

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



IV

R. C. No. 93 - 22 - 23. By FINANCE AND PERSONNEL COMMITTEE.  
September 19, 2022.

Your Committee to whom was referred R. O. No. 49-22-23 by City Clerk submitting a claim from Brandon L. Parker for alleged damages to his vehicle when a City of Sheboygan tree fell on it; recommends filing the claim.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ 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\_\_\_\_.

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

R. O. No. 49 - 22 - 23. By CITY CLERK. August 1, 2022.

Submitting a claim from Brandon L. Parker for alleged damages to his vehicle when a City of Sheboygan tree fell on it.

---

CITY CLERK

DATE RECEIVED

07/12/2022

RECEIVED BY

MKC

Item 12.

JUL 19 2022

CLAIM NO.

11-22

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

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

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

1. Name of Claimant: Brandon L Parker
2. Home address of Claimant: 1028 A Superior Ave, Sheboygan WI 53081
3. Home phone number: 920-627-5113
4. Business address and phone number of Claimant: (920) 627-5113, 1028 A Superior Ave, Sheboygan WI 53081
5. When did damage or injury occur? (date, time of day) 07/11/2022 8:30 PM
6. Where did damage or injury occur? (give full description) Driver side Head light Driver side Fendar
7. How did damage or injury occur? (give full description) A City tree Fell on top of the car
8. If the basis of liability is alleged to be an act or omission of a City officer or employee, complete the following:
  - (a) Name of such officer or employee, if known: Mitchell Leckie
  - (b) Claimant's statement of the basis of such liability: City tree Fell on top of my car
9. If the basis of liability is alleged to be a dangerous condition of public property, complete the following:
  - (a) Public property alleged to be dangerous: City tree
  - (b) Claimant's statement of basis for such liability: every big storm the tree falls a part

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

Item 12.

Driver side Fender, hood, headlight

11. Name and address of any other person injured: NO ONE WAS INJURED

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

Auto: \$ ~~2,678.35~~ BP 4,084.89

Property: \$ \_\_\_\_\_

Personal injury: \$ \_\_\_\_\_

Other: (Specify below) \$ \_\_\_\_\_

**TOTAL** \$ ~~2,678.35~~ BP 4,084.89

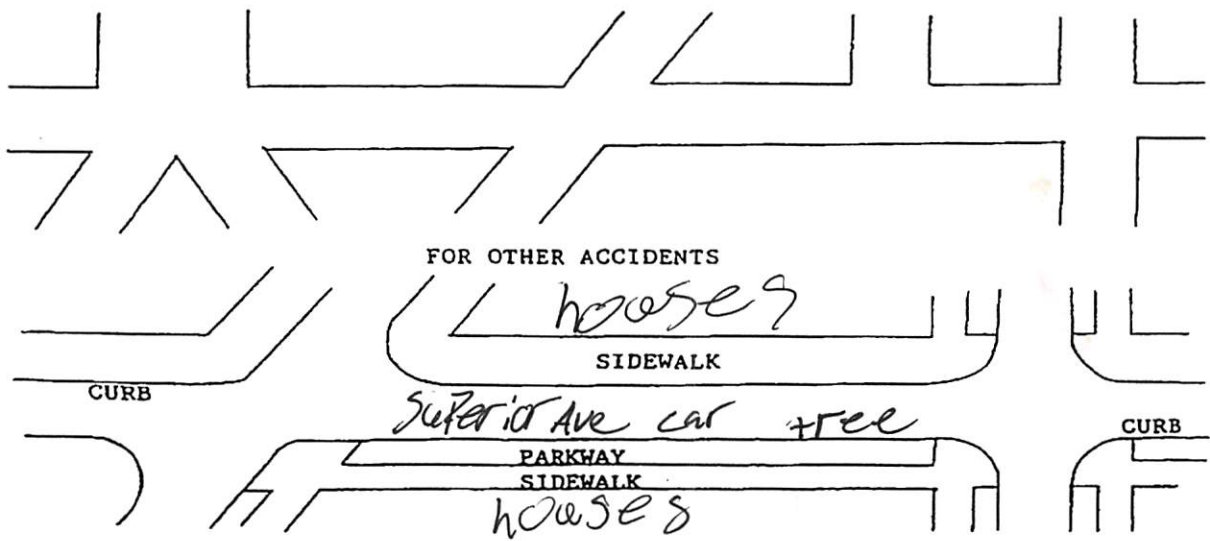
Damaged vehicle (if applicable)

Make: PONTIAC Model: GRANDAM Year: 1996 Mileage: 99,899

Names and addresses of witnesses, doctors and hospitals: Morgan Parker  
1028 A Superior Ave, Sheboygan WI, 53081

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

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



SIGNATURE OF CLAIMANT Brendan Parker DATE ~~07/11~~  
07/11/2002

DATE RECEIVED \_\_\_\_\_

RECEIVED BY \_\_\_\_\_

Item 12.

CLAIM NO. \_\_\_\_\_

CLAIM

Claimant's Name:	<u>Brandon L Parker</u>	Auto	\$ <u>4,084.89</u>
Claimant's Address:	<u><del>1028</del> 1028 A Superior Ave, Sheboygan WI 53081</u>	Property	\$ _____
Claimant's Phone No.:	<u>(920) 627-5113</u>	Personal Injury	\$ _____
		Other (Specify below)	\$ _____
		<b>TOTAL</b>	\$ <u>4,084.89</u>

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

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

The undersigned hereby makes a claim against the City of Sheboygan arising out of the circumstances described in the Notice of Damage or Injury. The claim is for relief in the form of money damages in the total amount of \$ ~~6,767.27~~ 4,084.89.

SIGNED BRANDON PARKER DATE: 07/19/2022

ADDRESS: 1028 A Superior Ave, Sheboygan WI 53081

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

# SHEBOYGAN CHEVROLET BUICK GMC CADILLAC

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

Workfile ID: 4  
PartsShare: 6S3BhD  
Federal ID: 83-0747810

## Preliminary Estimate

**Customer: PARKER, BRANDON**

**Job Number:**

Written By: Scott Stolper

Insured: PARKER, BRANDON  
Type of Loss:  
Point of Impact: 16 Non-Collision

Policy #:  
Date of Loss:

Claim #:  
Days to Repair: 0

**Owner:**

PARKER, BRANDON  
  
1028 A SUPERIOR AVE  
SHEBOYGAN, WI 53081  
(920) 627-5113 Cell

**Inspection Location:**

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

**Insurance Company:**

## VEHICLE

1996 PONT Grand Am SE 2D CPE 4-2.4L Gasoline SFI PURPLE

VIN: 1G2NE12T6TM562961  
License: AJW6700  
State: WI

Interior Color:  
Exterior Color: PURPLE  
Production Date: 5/1996

Mileage In: 90,204  
Mileage Out:  
Condition:  
Vehicle Out:  
Job #:

**TRANSMISSION**

Overdrive  
5 Speed Transmission

**POWER**

Power Steering  
Power Brakes  
Power Locks

**DECOR**

Dual Mirrors

Body Side Moldings

Tinted Glass  
Console/Storage  
Overhead Console

**RADIO**

AM Radio  
FM Radio  
Stereo  
Search/Seek

**SAFETY**

Drivers Side Air Bag  
Passenger Air Bag  
Anti-Lock Brakes (4)

**SEATS**

Cloth Seats  
Bucket Seats  
Reclining/Lounge Seats

**WHEELS**

Wheel Covers

**PAINT**

Clear Coat Paint

**OTHER**

Fog Lamps  
Power Trunk/Liftgate

Get live updates at [www.carwise.com/e/4hZBRL](http://www.carwise.com/e/4hZBRL)

Preliminary Estimate

Item 12.

Customer: PARKER, BRANDON

Job Number:

1996 PONT Grand Am SE 2D CPE 4-2.4L Gasoline SFI PURPLE

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1		<b>FRONT BUMPER</b>					
2	*	R&I R&I bumper assy				0.7	
		Note: DROP LT SIDE OF FASCIA					
3		<b>FRONT LAMPS</b>					
open	Repl	LT Headlamp assy	16524657	1	149.65	0.6	
5		Aim headlamps				0.5	
6	R&I	RT Headlamp assy				0.6	
7		<b>HOOD</b>					
open	Repl	Hood	22591596	1	673.33	1.0	3.2
9		Add for Clear Coat					1.3
10		Add for Underside(Complete)					1.6
11		<b>FENDER</b>					
open	Repl	LT Fender	22659559	1	190.95	2.5	2.5
13		Overlap Major Adj. Panel					-0.4
14		Add for Clear Coat					0.4
15		Add for Edging					0.5
16		Add for Clear Coat					0.1
17		Deduct for Overlap				-0.4	
18	R&I	LT Lower molding SE				0.3	
19	*	Rpr RT Fender				2.0	2.5
20		Overlap Major Adj. Panel					-0.4
21		Add for Clear Coat					0.4
22		<b>DOOR</b>					
23	*	Rpr RT Outer panel				2.0	2.3
24		Overlap Major Adj. Panel					-0.4
25		Add for Clear Coat					0.4
26	*	Rpr LT Outer panel				2.0	2.3
27		Overlap Major Adj. Panel					-0.4
28	*	Add for Clear Coat					0.4
29	R&I	RT Body side mldg SE				0.3	
30	R&I	LT Body side mldg SE				0.3	
31	R&I	RT Mirror assy manual SE				0.3	
32	R&I	LT Mirror assy manual SE				0.3	
33	*	R&I RT Run channel				0.2	
34	*	R&I LT Run channel				0.2	
35	R&I	RT Door glass GM				0.6	
36	R&I	LT Door glass GM				0.6	
37	R&I	RT Handle, outside				0.3	
38	R&I	LT Handle, outside				0.3	
39	R&I	RT Door trim panel				0.6	
40	R&I	LT Door trim panel				0.6	
41		<b>MISCELLANEOUS OPERATIONS</b>					

**Preliminary Estimate**

Item 12.

**Customer: PARKER, BRANDON**

**Job Number:**

1996 PONT Grand Am SE 2D CPE 4-2.4L Gasoline SFI PURPLE

42	#	Subl	Hazardous waste removal	1	3.00	T	
43	#		Clean & re-tape mldg(s)	1			0.5
44	#	Repl	Cover Car	1	5.00	T	
45	#	Repl	PIN STRIPES	1	45.00		1.0
<b>SUBTOTALS</b>					<b>1,066.93</b>		<b>17.9</b>
							<b>16.3</b>

**ESTIMATE TOTALS**

Category	Basis		Rate	Cost \$
Parts				1,058.93
Body Labor	17.9 hrs	@	\$ 62.00 /hr	1,109.80
Paint Labor	16.3 hrs	@	\$ 62.00 /hr	1,010.60
Paint Supplies	16.3 hrs	@	\$ 42.00 /hr	684.60
Miscellaneous				8.00
Subtotal				3,871.93
Sales Tax	\$ 3,871.93	@	5.5000 %	212.96
<b>Grand Total</b>				<b>4,084.89</b>
Deductible				0.00
<b>CUSTOMER PAY</b>				<b>0.00</b>
<b>INSURANCE PAY</b>				<b>4,084.89</b>

**MyPriceLink Estimate ID / Quote ID:**

978697756208013312 / 108822083

MOTOR VEHICLE REPAIR PRACTICES ARE REGULATED BY CHAPTER ATCP 132, WIS. ADM. CODE, ADMINISTERED BY THE BUREAU OF CONSUMER PROTECTION, WISCONSIN DEPT. OF AGRICULTURE, TRADE AND CONSUMER PROTECTION, P.O. BOX 8911, MADISON, WISCONSIN 53708-8911.



**Customer: PARKER, BRANDON****Job Number:**

1996 PONT Grand Am SE 2D CPE 4-2.4L Gasoline SFI PURPLE

Estimate based on MOTOR CRASH ESTIMATING GUIDE and potentially other third party sources of data. Unless otherwise noted, (a) all items are derived from the Guide DE1FQ92, CCC Data Date 07/18/2022, and potentially other third party sources of data; and (b) the parts presented are OEM-parts. OEM parts are manufactured by or for the vehicle's Original Equipment Manufacturer (OEM) according to OEM's specifications for U.S. distribution. OEM parts are available at OE/Vehicle dealerships or the specified supplier. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships with discounted pricing. Asterisk (\*) or Double Asterisk (\*\*) indicates that the parts and/or labor data provided by third party sources of data may have been modified or may have come from an alternate data source. Tilde sign (~) items indicate MOTOR Not-Included Labor operations. The symbol (<>) indicates the refinish operation WILL NOT be performed as a separate procedure from the other panels in the estimate. Non-Original Equipment Manufacturer aftermarket parts are described as Non OEM, A/M or NAGS. Used parts are described as LKQ, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items indicate manual entries.

Some 2022 vehicles contain minor changes from the previous year. For those vehicles, prior to receiving updated data from the vehicle manufacturer, labor and parts data from the previous year may be used. The CCC ONE estimator has a list of applicable vehicles. Parts numbers and prices should be confirmed with the local dealership.

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

**SYMBOLS FOLLOWING PART PRICE:**

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

**SYMBOLS FOLLOWING LABOR:**

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

**OTHER SYMBOLS AND ABBREVIATIONS:**

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

CCC ONE Estimating - A product of CCC Intelligent Services Inc.

The following is a list of abbreviations that may be used in CCC ONE Estimating that are not part of the MOTOR CRASH ESTIMATING GUIDE:

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

Preliminary Estimate

Item 12.

Customer: PARKER, BRANDON

Job Number:

1996 PONT Grand Am SE 2D CPE 4-2.4L Gasoline SFI PURPLE

ALTERNATE PARTS USAGE

1996 PONT Grand Am SE 2D CPE 4-2.4L Gasoline SFI PURPLE

VIN: 1G2NE12T6TM562961 Interior Color: Mileage In: 90,204 Vehicle Out:  
 License: AJW6700 Exterior Color: PURPLE Mileage Out:  
 State: WI Production Date: 5/1996 Condition: Job #:

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

GEORGIA AVENUE BODY SHOP, INC.  
1819 GEORGIA AVENUE  
SHEBOYGAN, WI 53081  
PHONE: (920)458-3272 FAX: (920)458-3284

\*\*\* PRELIMINARY ESTIMATE \*\*\*

07/12/2022 01:36 PM

Owner

Owner: Brandon Parker  
Address: 1028A Superior Avenue  
City State Zip: Sheboygan, WI 53081

Work/Day: (920)627-5113  
FAX:

Inspection

Inspection Date: 07/12/2022 01:36 PM  
Primary Impact: Left Front Side

Inspection Type:  
Secondary Impact: Right Side

Contact: James Miller

Repairer

Repairer: Georgia Ave Body Shop  
Address: 1819 Georgia ave  
City State Zip: Sheboygan, WI 53081  
Email: gabs@gabsinc.biz

Contact: GEORGIA AVENUE  
Work/Day: (920)458-3272  
FAX: (920)458-3284  
Work/Day:

Target Complete Date/Time:

Days To Repair: 8

Vehicle

OEM Part Price Quote ID: \*\*\*\*

1996 Pontiac Grand Am SE 2 DR Coupe  
4cyl Gasoline 2.4  
4 Speed Automatic

Lic.Plate: AJW-6750  
Lic Expire:  
Veh Insp# :  
Condition: Good  
Ext. Color: Violet  
Ext. Refinish: Two-Stage

Lic State: WI  
VIN: 1G2NEI2T6TM562961  
Mileage Type: Actual  
Code: W3312A  
Int. Color:  
Int. Refinish: Two-Stage

Options

AM/FM Stereo  
Center Console  
Lighted Entry System  
Power Door Locks  
Tachometer

Anti-Lock Brakes  
Dual Airbags  
Overhead Console  
Power Steering  
Tinted Glass

Bucket Seats  
Fog Lights  
Power Brakes  
Rem Trunk-L/Gate Release  
Velour/Cloth Seats

Damages

Line Op	Guide	MC Description	MFR.Part No.	Price	ADJ% B%	Hours	R
---------	-------	----------------	--------------	-------	---------	-------	---

**Stripes And Mouldings**

1	RI	269	Mldg,Front Door Side RT	R & I Assembly			0.3	SM
---	----	-----	-------------------------	----------------	--	--	-----	----

**Front End Panel And Lamps**

2	E	41	02	Headlamp Assy,Halogen LT	16524657 GM Part	\$149.65		INC	SM
3	N	973		Headlamps Aim	Additional Labor		0.4		SM

**Front Body And Windshield**

4	I	83		Panel,Hood	Repair			4.0*	SM
5	L	83	13	Panel,Hood	Refinish			4.2	RF
					3.0 Surface				
					0.6 Two-stage setup				
					0.6 Two-stage				
6	RI	83		Hood Panel R & I	R & I Assembly			0.7	SM
7	E	103	02	Fender,Front LT	22659559 GM Part	\$190.95		2.1	SM
8	L	103		Fender,Front LT	Refinish			2.9	RF
					1.9 Surface				
					0.5 Edge				
					0.5 Two-stage				

**Front Doors**

9	RI	208		Front Door R&I RT	R & I Assembly			1.2	SM
10	I	208		Door Shell,Front RT	Repair			3.0*	SM
11	L	208		Door Shell,Front RT	Refinish			2.8	RF
					2.3 Surface				
					0.5 Two-stage				
12	RI	232		Pnl,Inner Door Trim RT	R & I Assembly			INC	SM
13	RI	230		Mirror,Outer Standard RT	R & I Assembly			0.3	SM
14	RI	228		Handle,Front Door Otr RT	R & I Assembly			1.5	SM

**Manual Entries**

15	L	M14		Corrosion Protection	Refinish	\$25.00*		1.0*	RF
				>> MULTIPLE AREAS					
16	N	M30		Collision Repair Material	Additional Labor	\$48.00*			SM
17	N	M60		Hazardous Waste Removal	Additional Labor	\$5.25*			SM
18	RI			BELT MOLDING	R & I Assembly			0.5*	SM*
18	Items								

**MC Message**

02	PART NO. DISCONTINUED, CALL DEALER FOR EXACT PART NO.
13	INCLUDES 0.6 HOURS FIRST PANEL TWO-STAGE ALLOWANCE

**Estimate Total & Entries**

OEM Parts		\$340.60	
Other Parts		\$78.25	
Paint & Materials	10.9 Hours @ \$46.00	\$501.40	
Parts & Material Total			\$920.25
Tax on Parts & Material	@ 5.500%		\$50.61

Labor	Rate	Replace Hrs	Repair Hrs	Total Hrs	
Sheet Metal (SM)	\$65.00	6.6	7.4	14.0	\$910.00
Mech/Elec (ME)	\$90.00				
Frame (FR)	\$80.00				
Refinish (RF)	\$65.00	10.9		10.9	\$708.50
<b>Labor Total</b>				<b>24.9 Hours</b>	<b>\$1,618.50</b>

<b>Tax on Labor</b>	@ 5.500%	\$89.02	
<b>Gross Total</b>			<b>\$2,678.38</b>
<b>Net Total</b>			<b>\$2,678.38</b>


Alternate Parts Y/00/00/00/00/00 Cumulative 00/00/00/00/00 Zip Code: 53081 Default  
 OEM Part Prices DT 07/12/2022 01:36 PM EstimateID 976191425634902016 QuoteID \*\*\*\*  
 Recycled Parts NOT REQUESTED  
 Rate Name Default

Audatex Estimating 8.1.325 Update 7 ES 07/12/2022 01:42 PM REL 8.1.325 Update 7 DT 05/01/2022 DB 07/08/2022  
 State Disclosure:WI  
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**2.2 HRS WERE ADDED TO THIS ESTIMATE BASED ON AUDATEX'S TWO-STAGE REFINISH FORMULA.**


**Op Codes**

- |                            |   |                                |
|----------------------------|---|--------------------------------|
| * = User-Entered Value     | ^ = Labor Matches System Assigned Rates | E = Replace OEM                |
| NG = Replace NAGS          | EC = Replace Economy                    | OE = Replace PXN OE Srpls      |
| UE = Replace OE Surplus    | ET = Partial Replace Labor              | EP = Replace PXN               |
| EU = Replace Recycled      | TE = Partial Replace Price              | PM = Replace PXN Reman/Reblt   |
| UM = Replace Reman/Rebuilt | L = Refinish                            | PC = Replace PXN Reconditioned |
| UC = Replace Reconditioned | TT = Two-Tone                           | SB = Sublet Repair             |
| N = Additional Labor       | BR = Blend Refinish                     | I = Repair                     |
| IT = Partial Repair        | CG = Chipguard                          | RI = R & I Assembly            |
| P = Check                  | AA = Appearance Allowance               | RP = Related Prior Damage      |



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VI

R. C. No. 94 - 22 - 23. By FINANCE AND PERSONNEL COMMITTEE.  
September 19, 2022.

Your Committee to whom was referred 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; recommends filing the claim.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ 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\_\_\_\_.

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

II

R. O. No. 53 - 22 - 23. By CITY CLERK. August 15, 2022

Submitting a claim from Kong Vue for alleged damages to vehicle when a tree branch fell on it.

FP

\_\_\_\_\_

CITY CLERK

DATE RECEIVED

8-5-22

RECEIVED BY

MUC

Item 13.

CLAIM NO.

12-22

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

AUG 05 2022

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

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

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

- 1. Name of Claimant: Kong Vue
- 2. Home address of Claimant: 2410 Silver Leaf Ln
- 3. Home phone number: 920-889-0861
- 4. Business address and phone number of Claimant: \_\_\_\_\_

5. When did damage or injury occur? (date, time of day) July 20<sup>th</sup>, 2022 @ 2pm

6. Where did damage or injury occur? (give full description) The front half of car, scratch, dent on front of car, chip on windshield

7. How did damage or injury occur? (give full description) Windy day, tree broke in half landed on car and blocked the street

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

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

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

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

(a) Public property alleged to be dangerous: \_\_\_\_\_

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



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

scratch hood, dented on hood/fender, chip on windshield

11. Name and address of any other person injured: \_\_\_\_\_

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

Auto: \$ 2,302.27

Property: \$ \_\_\_\_\_

Personal injury: \$ \_\_\_\_\_

Other: (Specify below) \$ \_\_\_\_\_

**TOTAL** \$ \_\_\_\_\_

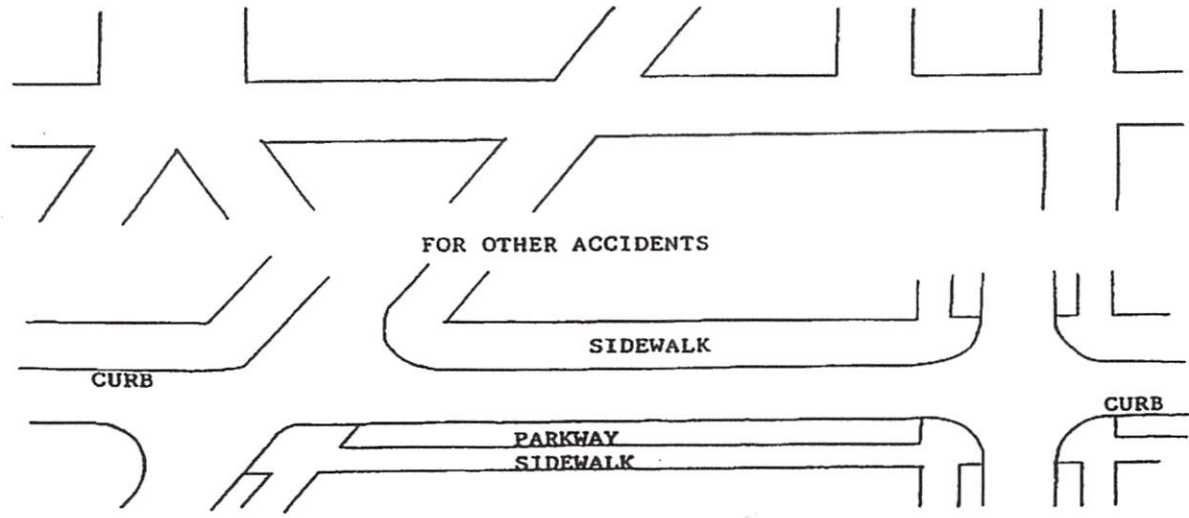
Damaged vehicle (if applicable)

Make: Honda Model: Civic Year: 2012 Mileage: 143,137

Names and addresses of witnesses, doctors and hospitals: \_\_\_\_\_

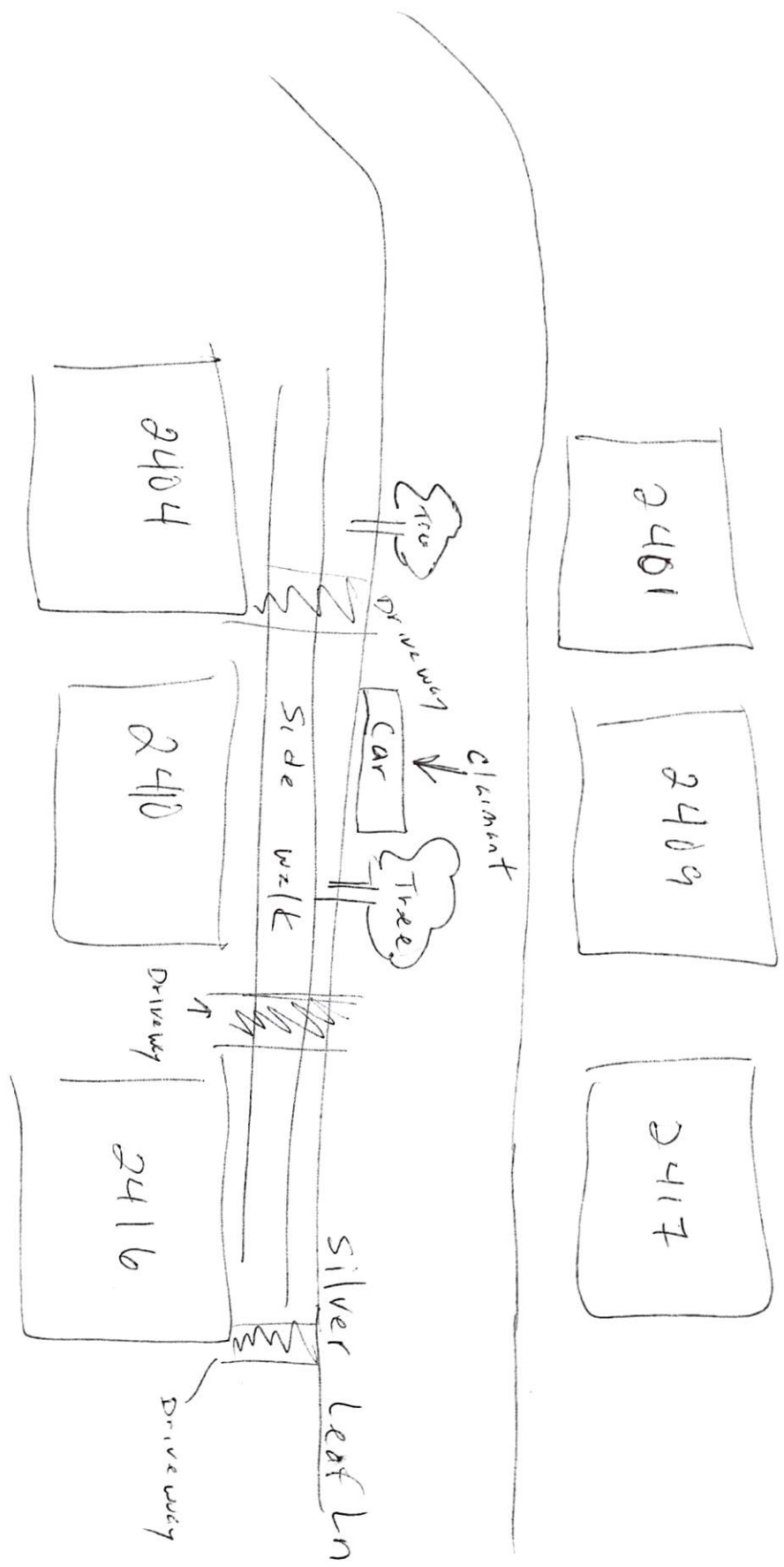
FOR ALL ACCIDENT NOTICES, COMPLETE THE FOLLOWING DIAGRAM IN DETAIL. BE SURE TO INCLUDE NAMES OF ALL STREETS, HOUSE NUMBERS, LOCATION OF VEHICLES, INDICATING WHICH IS CITY VEHICLE (IF APPLICABLE), WHICH IS CLAIMANT VEHICLE, LOCATION OF INDIVIDUALS, ETC.

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



SIGNATURE OF CLAIMANT [Signature] DATE 8-4-22

South



North

DATE RECEIVED \_\_\_\_\_

RECEIVED BY \_\_\_\_\_

Item 13.

CLAIM NO. \_\_\_\_\_

**CLAIM**

Claimant's Name: \_\_\_\_\_

Auto \$ \_\_\_\_\_

Claimant's Address: \_\_\_\_\_

Property \$ \_\_\_\_\_

\_\_\_\_\_

Personal Injury \$ \_\_\_\_\_

Claimant's Phone No. \_\_\_\_\_

Other (Specify below) \$ \_\_\_\_\_

**TOTAL** \$ \_\_\_\_\_

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

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

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

**SIGNED** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

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



**VAN HORN COLLISION CENTER OF SHEBOYGAN**

FAMILY BORN, EMPLOYEE OWNED  
 3624 Kohler Memorial Drive, PO BOX 298,  
 PLYMOUTH WI 53073, SHEBOYGAN, WI 53081  
 Phone: (920) 458-6111

Workfile ID: 09d410  
 PartsShare: 6TjW9c  
 Federal ID: 46-4704899

Item 13.

**Preliminary Estimate**

**Customer: LEE, VA**

**Job Number:**

Written By: RENE LANGLOIS

Insured: LEE, VA  
 Type of Loss:  
 Point of Impact:

Policy #:  
 Date of Loss:

Claim #:  
 Days to Repair: 0

**Owner:**  
 LEE, VA

**Inspection Location:**  
 VAN HORN COLLISION CENTER OF SHEBOYGAN  
 3624 Kohler Memorial Drive  
 PO BOX 298, PLYMOUTH WI 53073  
 SHEBOYGAN, WI 53081  
 Repair Facility  
 (920) 458-6111 Business

**Insurance Company:**  
 STATE FARM INSURANCE COMPANIES  
 STATE FARM - WI  
 MIDDLETON

**VEHICLE**

2012 HOND Civic Sedan EX Automatic 4D SED 4-1.8L Gasoline Electronic Fuel Injection BLACK

VIN: 19XFB2F87CE075299	Interior Color:	Mileage In: 143,137	Vehicle Out:
License: AKP-4408	Exterior Color: BLACK	Mileage Out:	
State: WI	Production Date: 6/2012	Condition:	Job #:

**TRANSMISSION**

Automatic Transmission  
 Overdrive

**POWER**

Power Steering  
 Power Brakes  
 Power Windows  
 Power Locks  
 Power Mirrors

**DECOR**

Dual Mirrors  
 Console/Storage

**CONVENIENCE**

Air Conditioning  
 Intermittent Wipers  
 Tilt Wheel  
 Cruise Control  
 Rear Defogger  
 Keyless Entry  
 Alarm  
 Message Center  
 Steering Wheel Touch Controls  
 Telescopic Wheel

**RADIO**

AM Radio  
 FM Radio

Stereo  
 Search/Seek  
 CD Player  
 Auxiliary Audio Connection

**SAFETY**

Drivers Side Air Bag  
 Passenger Air Bag  
 Anti-Lock Brakes (4)  
 4 Wheel Disc Brakes  
 Front Side Impact Air Bags  
 Head/Curtain Air Bags  
 Hands Free Device

**ROOF**

Electric Glass Sunroof

**SEATS**

Cloth Seats  
 Bucket Seats  
 Reclining/Lounge Seats

**WHEELS**

Aluminum/Alloy Wheels

**PAINT**

Clear Coat Paint

**OTHER**

Traction Control  
 Stability Control  
 Power Trunk/Liftgate

Preliminary Estimate

Item 13.

Customer: LEE, VA

Job Number:

2012 HOND Civic Sedan EX Automatic 4D SED 4-1.8L Gasoline Electronic Fuel Injection BLACK

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
<b>1 FRONT BUMPER</b>							
2	* <>	Rpr Bumper cover US built EX, EX-L, Si				1.5	3.0
3		Add for Clear Coat					1.2
4		O/H bumper assy				1.8	
<b>5 FRONT LAMPS</b>							
6		R&I RT R&I headlamp assy				0.3	
7		R&I LT R&I headlamp assy				0.3	
<b>8 HOOD</b>							
9	*	Rpr Hood sedan				5.0	2.4
10		Overlap Major Non-Adj. Panel					-0.2
11		Add for Clear Coat					0.4
12		R&I Insulator				0.3	
<b>13 FENDER</b>							
14	*	Rpr RT Fender				1.5	1.8
15		Overlap Major Adj. Panel					-0.4
16		Add for Clear Coat					0.3
17		R&I RT Fender liner sedan, US built EX, EX-L, Si				0.3	
18		R&I LT Fender liner sedan, US built EX, EX-L, Si				0.3	
19	*	Rpr LT Fender				3.0	1.8
20		Overlap Major Adj. Panel					-0.4
21		Add for Clear Coat					0.3
<b>22 COWL</b>							
23	*	Repl LKQ Cowl grille inner +25%	74219TR6A00	1	71.25	0.7	
<b>24 PILLARS, ROCKER &amp; FLOOR</b>							
25		R&I RT Pillar trim US built				0.2	
26		R&I LT Pillar trim US built				0.2	
27	#	Subl Windshield Chip		1			X
		Note: SUBJECT TO INVOICE					
28	#	Cover Car		1	5.00	0.2	
29	#	Corrosion protection primer		1	12.00 T	0.3	
30	#	Flex additive		1	5.00 T		
31	#	HAZARDOUS WASTE		1	5.00 T		
32	#	Rpr Pre scan				0.5 M	
33	#	Rpr Post scan				0.5 M	
<b>SUBTOTALS</b>					<b>98.25</b>	<b>16.9</b>	<b>10.2</b>

Preliminary Estimate

Item 13.

Customer: LEE, VA

Job Number:

2012 HOND Civic Sedan EX Automatic 4D SED 4-1.8L Gasoline Electronic Fuel Injection BLACK

**ESTIMATE TOTALS**

Category	Basis	Rate	Cost \$
Parts			76.25
Body Labor	15.9 hrs @	\$ 60.00 /hr	954.00
Paint Labor	10.2 hrs @	\$ 60.00 /hr	612.00
Mechanical Labor	1.0 hrs @	\$ 110.00 /hr	110.00
Paint Supplies	10.2 hrs @	\$ 40.00 /hr	408.00
Miscellaneous			22.00
Subtotal			2,182.25
Sales Tax	\$ 2,182.25 @	5.5000 %	120.02
<b>Grand Total</b>			<b>2,302.27</b>
Deductible			0.00
<b>CUSTOMER PAY</b>			<b>0.00</b>
<b>INSURANCE PAY</b>			<b>2,302.27</b>

MOTOR VEHICLE REPAIR PRACTICES ARE REGULATED BY CHAPTER ATCP 132, WIS. ADM. CODE, ADMINISTERED BY THE BUREAU OF CONSUMER PROTECTION, WISCONSIN DEPT. OF AGRICULTURE, TRADE AND CONSUMER PROTECTION, P.O. BOX 8911, MADISON, WISCONSIN 53708-8911.

**SHEBOYGAN CHEVROLET BUICK  
GMC CADILLAC**

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

Workfile ID: Item 13.  
PartsShare: 6SyCys  
Federal ID: 83-0747810

**Preliminary Estimate**

**Customer: VUE, KONG**

**Job Number:**

Written By: Jeff Wiegand

Insured: VUE, KONG  
Type of Loss:  
Point of Impact: 12 Front

Policy #:  
Date of Loss:

Claim #:  
Days to Repair: 0

**Owner:**  
VUE, KONG  
  
2410 SILVER LEAF LN  
SHEBOYGAN, WI 53083  
(920) 889-0861 Cell

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

**Insurance Company:**

**VEHICLE**

2012 HOND Civic Sedan EX Automatic 4D SED 4-1.8L Gasoline Electronic Fuel Injection CRYSTAL BLACK PEARL

VIN: 19XFB2F87CE075299	Interior Color:	Mileage In: 142,933	Vehicle Out:
License: AKP4408	Exterior Color: CRYSTAL BLACK PEARL	Mileage Out:	
State: WI	Production Date: 6/2012	Condition:	Job #:

**TRANSMISSION**

Automatic Transmission  
Overdrive

**POWER**

Power Steering  
Power Brakes  
Power Windows  
Power Locks  
Power Mirrors

**DECOR**

Dual Mirrors  
Console/Storage

**CONVENIENCE**

Air Conditioning

Intermittent Wipers

Tilt Wheel

Cruise Control

Rear Defogger

Keyless Entry

Alarm

Message Center

Steering Wheel Touch Controls

Telescopic Wheel

**RADIO**

AM Radio

FM Radio

Stereo

Search/Seek

CD Player

Auxiliary Audio Connection

**SAFETY**

Drivers Side Air Bag

Passenger Air Bag

Anti-Lock Brakes (4)

4 Wheel Disc Brakes

Front Side Impact Air Bags

Head/Curtain Air Bags

Hands Free Device

**ROOF**

Electric Glass Sunroof

**SEATS**

Cloth Seats

Bucket Seats

Reclining/Lounge Seats

**WHEELS**

Aluminum/Alloy Wheels

**PAINT**

Clear Coat Paint

**OTHER**

Traction Control

Stability Control

Power Trunk/Liftgate

Get live updates at [www.carwise.com/e/4ihw5m](http://www.carwise.com/e/4ihw5m)

**Preliminary Estimate**

Item 13.

**Customer: VUE, KONG**

**Job Number:**

2012 HOND Civic Sedan EX Automatic 4D SED 4-1.8L Gasoline Electronic Fuel Injection CRYSTAL BLACK PEARL

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1		<b>INFORMATION LABELS</b>					
2		Rpl information labels				0.3	
open	*	Repl Emission label	SEE FOOTNOTE	1	6.00	Incl.	
		Note: APPROX. ORDER BY VIN#					
4		Repl AC label	80050TR0H00	1	2.83	Incl.	
5		<b>FRONT BUMPER</b>					
6		O/H front bumper				1.8	
7		R&I RT Lamp bezel crystal black				Incl.	
8		R&I R&I bumper cover				Incl.	
9	* <>	Rpr Bumper cover US built EX, EX-L, Si				3.0	3.0
10		Add for Clear Coat					1.2
11	*	Repl LT Lamp bezel crystal black	71107TR7A01ZD	1	174.85	Incl.	0.0
12		<b>HOOD</b>					
13		Repl Hood sedan	60100TR3A90ZZ	1	582.32	1.0	2.4
14		Overlap Major Adj. Panel					-0.4
15		Add for Clear Coat					0.4
16		Add for Underside(Complete)					1.2
17		<b>FENDER</b>					
18	*	Repl LKQ LT fender assy +25%	60261TR6305ZZ	1	258.75	1.1	1.8
19		Overlap Major Non-Adj. Panel					-0.2
20		Add for Clear Coat					0.3
21		Refn edges					0.5
22		<b>MISCELLANEOUS OPERATIONS</b>					
23	#	Subl Hazardous waste removal		1	3.00 T		
<b>SUBTOTALS</b>					<b>1,027.75</b>	<b>7.2</b>	<b>10.2</b>

**ESTIMATE TOTALS**

Category	Basis	Rate	Cost \$
Parts			1,024.75
Body Labor	7.2 hrs @	\$ 62.00 /hr	446.40
Paint Labor	10.2 hrs @	\$ 62.00 /hr	632.40
Paint Supplies	10.2 hrs @	\$ 42.00 /hr	428.40
Miscellaneous			3.00
Subtotal			2,534.95
Sales Tax	\$ 2,534.95 @	5.5000 %	139.42
<b>Grand Total</b>			<b>2,674.37</b>
Deductible			0.00
<b>CUSTOMER PAY</b>			<b>0.00</b>
<b>INSURANCE PAY</b>			<b>2,674.37</b>



**Customer: VUE, KONG****Job Number:**

2012 HOND Civic Sedan EX Automatic 4D SED 4-1.8L Gasoline Electronic Fuel Injection CRYSTAL BLACK PEARL

MOTOR VEHICLE REPAIR PRACTICES ARE REGULATED BY CHAPTER ATCP 132, WIS. ADM. CODE, ADMINISTERED BY THE BUREAU OF CONSUMER PROTECTION, WISCONSIN DEPT. OF AGRICULTURE, TRADE AND CONSUMER PROTECTION, P.O. BOX 8911, MADISON, WISCONSIN 53708-8911.

Estimate based on MOTOR CRASH ESTIMATING GUIDE and potentially other third party sources of data. Unless otherwise noted, (a) all items are derived from the Guide ARG4449, CCC Data Date 07/18/2022, and potentially other third party sources of data; and (b) the parts presented are OEM-parts. OEM parts are manufactured by or for the vehicle's Original Equipment Manufacturer (OEM) according to OEM's specifications for U.S. distribution. OEM parts are available at OE/Vehicle dealerships or the specified supplier. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships with discounted pricing. Asterisk (\*) or Double Asterisk (\*\*) indicates that the parts and/or labor data provided by third party sources of data may have been modified or may have come from an alternate data source. Tilde sign (~) items indicate MOTOR Not-Included Labor operations. The symbol (<>) indicates the refinish operation WILL NOT be performed as a separate procedure from the other panels in the estimate. Non-Original Equipment Manufacturer aftermarket parts are described as Non OEM, A/M or NAGS. Used parts are described as LKQ, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items indicate manual entries.

Some 2022 vehicles contain minor changes from the previous year. For those vehicles, prior to receiving updated data from the vehicle manufacturer, labor and parts data from the previous year may be used. The CCC ONE estimator has a list of applicable vehicles. Parts numbers and prices should be confirmed with the local dealership.

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

**SYMBOLS FOLLOWING PART PRICE:**

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

**SYMBOLS FOLLOWING LABOR:**

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

**OTHER SYMBOLS AND ABBREVIATIONS:**

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

**Customer: VUE, KONG**

**Job Number:**

2012 HOND Civic Sedan EX Automatic 4D SED 4-1.8L Gasoline Electronic Fuel Injection CRYSTAL BLACK PEARL

CCC ONE Estimating - A product of CCC Intelligent Services Inc.

The following is a list of abbreviations that may be used in CCC ONE Estimating that are not part of the MOTOR CRASH ESTIMATING GUIDE:

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

Customer: VUE, KONG

Job Number:

2012 HOND Civic Sedan EX Automatic 4D SED 4-1.8L Gasoline Electronic Fuel Injection CRYSTAL BLACK PEARL

**PARTS SUPPLIER LIST**

Line	Supplier	Description	Price
18	LKQ Corp 4410 N 132nd St, Suite A Butler WI 53007 (414) 463-1019	#~323044626 LKQ LT fender assy +25% Fender 4DR L, L.,S#\$12650 Quote: 1356093706 Expires: 09/09/22	\$ 207.00

Customer: VUE, KONG

Job Number:

2012 HOND Civic Sedan EX Automatic 4D SED 4-1.8L Gasoline Electronic Fuel Injection CRYSTAL BLACK PEARL

ALTERNATE PARTS USAGE

2012 HOND Civic Sedan EX Automatic 4D SED 4-1.8L Gasoline Electronic Fuel Injection CRYSTAL BLACK PEARL

VIN: 19XFB2F87CE075299 Interior Color: Mileage In: 142,933 Vehicle Out:  
 License: AKP4408 Exterior Color: CRYSTAL BLACK PEARL Mileage Out:  
 State: WI Production Date: 6/2012 Condition: Job #:

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

VI

R. C. No. 92 - 22 - 23. By FINANCE AND PERSONNEL COMMITTEE.  
September 19, 2022.

Your Committee to whom was referred R. O. No. 29-22-23 by City Clerk submitting a claim from Amy E. Hanten for alleged damages to her vehicle from newly painted middle yellow line; recommends filing the claim.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ 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\_\_\_\_.

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

R. O. No. 29 - 22 - 23. By CITY CLERK. July 5, 2022.

Submitting a claim from Amy E. Hanten for alleged damages to her vehicle from newly painted middle yellow line.

FP

---

CITY CLERK

DATE RECEIVED 6-22-22

RECEIVED BY MKC

Item 14.

CLAIM NO. 6-22

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

JUN 22 2022

**INSTRUCTIONS: TYPE OR PRINT IN BLACK INK**

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

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

1. Name of Claimant: Amy E. Harten
2. Home address of Claimant: 730 S. 8th St. #504 Sheboygan, WI 53081
3. Home phone number: 920-716-7930
4. Business address and phone number of Claimant: SAME

5. When did damage or injury occur? (date, time of day) 06/15/22 approx 7:30 AM

6. Where did damage or injury occur? (give full description) Exiting High Pointe Apartment South Parking garage - making right hand turn travelling west on New Jersey Avenue

7. How did damage or injury occur? (give full description) While immediately exiting my parking garage and travelling west on New Jersey Ave, ran over a newly dropped puddle of paint on middle yellow line, no cones or warning signs on truck.

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

(a) Name of such officer or employee, if known: Paint crew - city lines

(b) Claimant's statement of the basis of such liability: No warning, No crew scene at my exiting of garage until I travelled North on Water Street

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

(a) Public property alleged to be dangerous: See above

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

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

Item 14.

Yellow Street paint - massive amount covered (passenger side and tires & wheel wells of my car

11. Name and address of any other person injured:

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

Auto: \$ 422.00

Property: \$

Personal injury: \$

Other: (Specify below) \$

TOTAL \$ 422.00

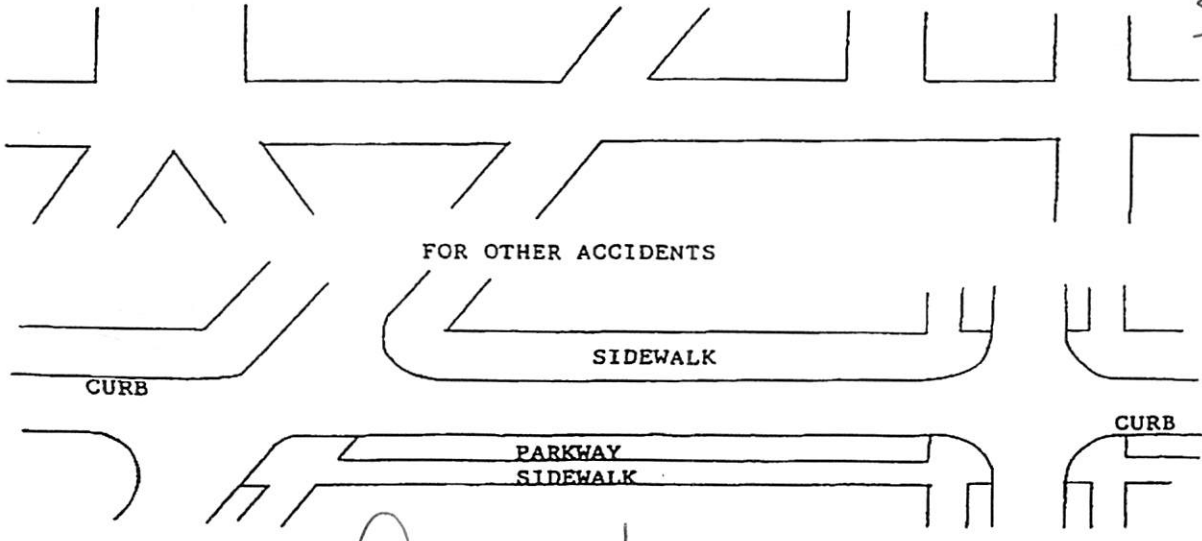
Damaged vehicle (if applicable)

Make: Volvo Model: XC90 Year: 2018 Mileage: 99,000

Names and addresses of witnesses, doctors and hospitals:

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

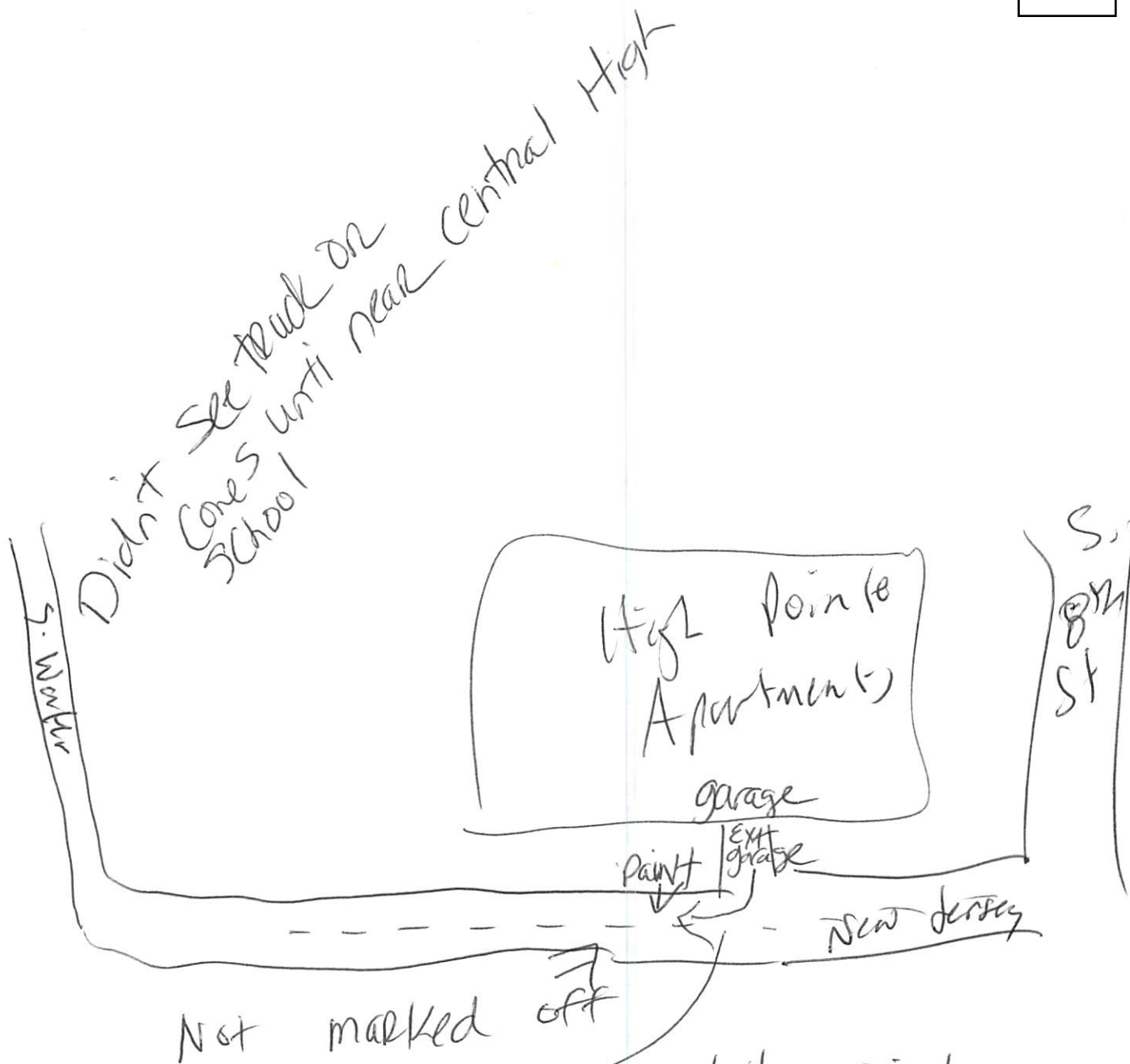
NOTE: If diagrams below do not fit the situation, attach proper diagram and sign.



See Back of page 7

SIGNATURE OF CLAIMANT [Signature] DATE 6/20/22





Wet Yellow Paint -  
 Experts say large amount  
 to make such a thick  
 coat under my car and all the  
 way up to splatter door, door handle, mirror;  
 tires and tire well thick covered yellow paint -

DATE RECEIVED \_\_\_\_\_

RECEIVED BY \_\_\_\_\_

Item 14.

CLAIM NO. \_\_\_\_\_

CLAIM

Claimant's Name: Amy Hanten

Auto \$ 422.00

Claimant's Address: 730 S. 8th St #504

Property \$ \_\_\_\_\_

Sheboygan, WI 53081

Personal Injury \$ \_\_\_\_\_

Claimant's Phone No. 920 716-7930

Other (Specify below) \$ \_\_\_\_\_

TOTAL \$ 422.00

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

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

The undersigned hereby makes a claim against the City of Sheboygan arising out of the circumstances described in the Notice of Damage or Injury. The claim is for relief in the form of money damages in the total amount of \$ 422.00.

SIGNED

Amy Hanten

DATE:

6/20/22

ADDRESS:

730 S. 8th St. #504

Sheboygan, WI 53081

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



104 WESTERN AVE  
 PLYMOUTH, WI 53073  
 (920) 892-7022

Item 14.

SHEBOYGAN COUNTY'S PREMIER AUTO DETAILING CENTER

6/16/2022 3:18:31 PM CDT

**Invoice #2080**

Page:1

**Hanten, Amy**

**Phone: 920-716-7930**

Service Writer : MGR

**Vehicle : 2018 Volvo XC90 2.0 L 1969 CC L4 Drive-E**

VIN : YV4A22PLXJ1192868

Tag/State : AKU3142/WI

Fleet #/Driver:

Color : Black

Created : 6/16/2022 3:18:19 PM CDT

Invoiced : 6/16/2022 3:18:19 PM CDT

Labor/Notes

Technician	Description	Price
69	Decontamination Fee	\$300.00
	\$60/Hour (Shop Rate)	
	Remove yellow road paint from exterior body, wheels, wheel wells, and underbody	
69	Exterior Only Vehicle Detail	\$100.00
69	Loaner Vehicle	\$0.00
	Customer agrees to replace fuel that was used.	
69	Customer Review	



HAPPY WITH THE SERVICE WE PROVIDED TO YOU? LEAVE US A 5-STAR REVIEW ON GOOGLE OR FACEBOOK AND YOU WILL RECEIVE A COUPON FOR 10% OFF YOUR NEXT VISIT.

Labor \$450.00 less discount: \$50.00 \$400.00

Sales Tax Default Rule @ 5.5% \$22.00

Cash: \$422.00 **PAID \$422.00**

Technician Code Certification #  
 69

Approvals

Date & Time Total Amount Authorized By Method Employee

ATTENTION:  
 IF YOU ARE PAYING BY CREDIT CARD, A 2% FEE WILL APPLY. YOU CAN AVOID THIS FEE BY USING ALTERNATE PAYMENT METHODS INCLUDING DEBIT CARD, CASH, PAYPAL AND CHECK (LOCAL ONLY).

THANK YOU FOR YOUR BUSINESS!!

ROBERT RUSCH, INC.  
1129 INDIANA AVENUE  
SHEBOYGAN, WI. 53081  
OFFICE:(920) 452-8681 FAX:(920) 452-8733

\*\*\* PRELIMINARY ESTIMATE \*\*\*

06/15/2022 01:43 PM

**Owner**

Owner: AMY HANTEN  
Address:

Cell: (920)716-7930

**Inspection**

Inspection Date: 06/15/2022 01:43 PM

Inspection Type:

**Repairer**

Repairer: Robert Rusch Inc.  
Address: 1129 Indiana Ave.  
City State Zip: Sheboygan, WI 53081  
Email: doldenburg@robertruschinc.com

Contact: David Oldenburg  
Work/Day: (920)452-8681  
FAX: (920)452-8733

Target Complete Date/Time:

Days To Repair: 3

**Vehicle**

2018 Volvo XC90 T6 Inscription 4 DR Wagon  
4CYL SC TURBO 2.0  
8-Speed Automatic

Lic Expire:  
Veh Insp# :  
Condition:  
Ext. Color: ONYX BLACK EFFECT  
Ext. Refinish: Two-Stage  
Ext. Paint Code: 717

VIN: YV4A22PLXJ1192868  
Mileage Type: Actual  
Code: K7124C  
Int. Color:  
Int. Refinish: Two-Stage  
Int. Trim Code:

**Options**

1st Row LCD Monitor(s)  
4-Wheel Drive  
Adaptive Headlights  
Anti-Lock Brakes  
Automatic Dimming Mirror  
Auxiliary Audio Input  
Bodyside Moldings  
Center Console  
Courtesy/Warning Lights  
Driver Attention Monitor  
Dual Airbags  
Elect. Stability Control  
Emergency S.O.S. System  
Fog Lights  
Head Airbags  
Heated/Cooled Frt Seats  
Keyless Ignition System

2nd Row Head Airbags  
AM/FM CD Player  
Alarm System  
Assisted Driving Vehicle  
Automatic High Beam  
Blind Spot Sensor  
Bucket Seats  
Collision Avoidance Sys  
Cross Traffic Alert  
Driver Knee Airbag  
Dual Power Seats  
Electric Parking Brake  
Ext Mirror Turn Signals  
Four Zone Auto A/C  
Headlight Washers  
Intermittent Wipers  
LED Brakelights

3rd Row Head Airbags  
Adaptive Cruise Control  
Aluminum/Alloy Wheels  
Auto Headlamp Control  
Automatic Power Locks  
Bodyside Cladding  
Camper/Towing Package  
Corrective Lane Assist  
Digital Signal Processor  
Dual Air Conditioning  
Dual Pwr Lumbar Supports  
Electric Steering  
Floor Mats  
Fwd. Collision Alert  
Heated Power Mirrors  
Keyless Entry System  
LED Daytime Running Lts

LED Headlamps	Lane Departure Alert	Leather Seats
Leather Shift Knob	Leather Steering Wheel	Memory Seats
Navigation System	Panorama Roof W/Pwr Mnrf	Pedestrian Detection Sys
Perimeter Alarm System	Power Liftgate	Privacy Glass
Rear Collisn Mitigation	Rear Fog Lamp	Rear Spoiler
Rear View Camera	Rear Window Defroster	Rear Window Wiper/Washer
Rem Trunk-L/Gate Release	Reverse Sensing System	Roof Rails
Side Airbags	SiriusXM Satellite Radio	Split Folding Rear Seat
Stability Cntrl Suspensn	Strg Wheel Radio Control	Theft Deterrent System
Third Seat (trucks)	Tilt & Telescopic Steer	Tire Pressure Monitor
Tonneau/Cargo Cover	Touch Screen Display	Traction Control System
Trip Computer	Vehicle Tracking Service	Wireless Phone Connect
Wood Interior Trim		

**Damages**

Line	Op	Guide	MC	Description	MFR.Part No.	Price	ADJ%	B%	Hours	R	
<b>Front Body Interior Sheetmetal</b>											
1	E	157		Skirt,Inner Fender LT	314572181	\$117.11			0.8	SM	
<b>Inner Quarter &amp; Panels</b>											
2	E	413		Shield,Quarter Panel LT	313538464	\$129.22			0.7	SM	
<b>Manual Entries</b>											
3	I			REMOVE L SIDE ROAD PAINT	Repair				6.5*	SM*	
				>> OPEN FOR ADDITIONAL TIME DUE THE TIME BEFORE REPAIR							
4	EC			MISC MATERIALS	Replace Economy	\$25.00*				SM*	
				>> THE LONGER THE PAINT IS ON THE VEHICLE, THE HARDER IT							
				>> WILL BE TO TAKE OFF.							
4	Items										

**Estimate Total & Entries**

OEM Parts		\$246.33			
Other Parts		\$25.00			
Parts & Material Total			\$271.33		
Tax on Parts & Material	@ 5.500%		\$14.92		
<b>Labor</b>	<b>Rate</b>	<b>Replace Hrs</b>	<b>Repair Hrs</b>	<b>Total Hrs</b>	
Sheet Metal (SM)	\$65.00	1.5	6.5	8.0	\$520.00
Mech/Elec (ME)	\$90.00				
Frame (FR)	\$80.00				
Refinish (RF)	\$65.00				
<b>Labor Total</b>				8.0 Hours	\$520.00
<b>Tax on Labor</b>		@ 5.500%			\$28.60
<b>Gross Total</b>					<b>\$834.85</b>
<b>Net Total</b>					<b>\$834.85</b>

Alternate Parts Y/00/00/00/00/00 Cumulative 00/00/00/00/00 Zip Code: 53081 Audatex Host  
Rate Name Default

Audatex Estimating 10.15.108 ES 06/15/2022 01:49 PM REL 10.15.108 DT 06/01/2022 DB 06/08/2022  
State Disclosure: Not Selected  
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Op Codes

* = User-Entered Value	^ = Labor Matches System Assigned Rates	E = Replace OEM
NG = Replace NAGS	EC = Replace Economy	OE = Replace PXN OE Srpls
UE = Replace OE Surplus	ET = Partial Replace Labor	EP = Replace PXN
EU = Replace Recycled	TE = Partial Replace Price	PM = Replace PXN Reman/Rebld
UM = Replace Reman/Rebuilt	L = Refinish	PC = Replace PXN Reconditioned
UC = Replace Reconditioned	TT = Two-Tone	SB = Sublet Repair
N = Additional Labor	BR = Blend Refinish	I = Repair
IT = Partial Repair	CG = Chipguard	RI = R & I Assembly
P = Check	AA = Appearance Allowance	RP = Related Prior Damage



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GEORGIA AVENUE BODY SHOP, INC.  
 1819 GEORGIA AVENUE  
 SHEBOYGAN, WI 53081  
 PHONE: (920)458-3272 FAX: (920)458-3284

\*\*\* PRELIMINARY ESTIMATE \*\*\*

06/15/2022 02:11 PM

**Owner**

**Owner:** AMY HANTEN  
**Address:** 730 STH 8TH  
 #504  
**City State Zip:** Sheboygan, WI 53081

**Work/Day:** (920)716-7930  
**Home/Evening:**  
**FAX:**

**Inspection**

**Inspection Date:** 06/15/2022 02:12 PM

**Inspection Type:**

**Repairer**

**Repairer:** Georgia Ave Body Shop  
**Address:** 1819 Georgia ave

**City State Zip:** Sheboygan, WI 53081  
**Email:** gabs@gabsinc.biz

**Contact:** GEORGIA AVENUE

**Work/Day:** (920)458-3272

**FAX:** (920)458-3284

**Work/Day:**

**Target Complete Date/Time:**

**Days To Repair:** 15

**Vehicle**

2018 Volvo XC90 T6 Inscription 4 DR Wagon  
 4CYL SC TURBO 2.0  
 8-Speed Automatic

**Lic.Plate:** AKV-3142  
**Lic Expire:**  
**Prod Date:** 05/2017  
**Veh Insp# :**  
**Condition:** Excellent  
**Ext. Color:** ONYX BLACK EFFECT  
**Ext. Refinish:** Two-Stage  
**Ext. Paint Code:** 717

**Lic State:** WI  
**VIN:** YV4A22PLXJ1192868  
**Mileage:** 95,941  
**Mileage Type:** Actual  
**Code:** K7124C  
**Int. Color:** CHARCOAL/LEAC/MAROONBROWN  
**Int. Refinish:** Two-Stage  
**Int. Trim Code:** 8H01

**Options - AudaVIN Information Received**

1st Row LCD Monitor(s)  
 4-Wheel Drive  
 Adaptive Headlights  
 Anti-Lock Brakes  
 Automatic Dimming Mirror  
 Auxiliary Audio Input  
 Bodyside Moldings  
 Center Console  
 Courtesy/Warning Lights  
 Driver Attention Monitor  
 Dual Airbags  
 Elect. Stability Control

2nd Row Head Airbags  
 AM/FM CD Player  
**Alarm System**  
 Assisted Driving Vehicle  
 Automatic High Beam  
 Blind Spot Sensor  
 Bucket Seats  
 Collision Avoidance Sys  
 Cross Traffic Alert  
 Driver Knee Airbag  
**Dual Power Seats**  
 Electric Parking Brake

3rd Row Head Airbags  
**Adaptive Cruise Control**  
**Aluminum/Alloy Wheels**  
 Auto Headlamp Control  
 Automatic Power Locks  
 Bodyside Cladding  
 Camper/Towing Package  
 Corrective Lane Assist  
 Digital Signal Processor  
 Dual Air Conditioning  
 Dual Pwr Lumbar Supports  
 Electric Steering

<b>Electronic Compass</b>	Emergency S.O.S. System	Ext Mirror Turn Signals
Floor Mats	<b>Fog Lights</b>	Four Zone Auto A/C
Fwd. Collision Alert	Head Airbags	<b>Headlight Washers</b>
<b>Heads-Up Display</b>	<b>Heated Front Seats</b>	<b>Heated Power Mirrors</b>
<b>Heated Rear Seats</b>	<b>Heated Steering Wheel</b>	<b>Heated W/S Wiper Washers</b>
<b>Heated Windshield</b>	<b>Intelligent Parking Asst</b>	Intermittent Wipers
<b>Keyless Entry System</b>	Keyless Ignition System	LED Brakelights
LED Daytime Running Lts	LED Headlamps	Lane Departure Alert
<b>Leather Seats</b>	Leather Shift Knob	<b>Leather Steering Wheel</b>
<b>Massaging Seat(s)</b>	Memory Seats	<b>Metallic Paint</b>
Navigation System	Panorama Roof W/Pwr Mnrf	<b>Parking Assist System</b>
Pedestrian Detection Sys	Perimeter Alarm System	Power Liftgate
<b>Privacy Glass</b>	Rear Collisn Mitigation	Rear Fog Lamp
Rear Spoiler	Rear View Camera	Rear Window Defroster
Rear Window Wiper/Washer	Rem Trunk-L/Gate Release	Reverse Sensing System
Roof Rails	<b>Side Airbags</b>	SiriusXM Satellite Radio
Split Folding Rear Seat	Stability Cntrl Suspensn	Strg Wheel Radio Control
Theft Deterrent System	Third Seat (trucks)	Tilt & Telescopic Steer
Tire Pressure Monitor	Tonneau/Cargo Cover	Touch Screen Display
Traction Control System	Trip Computer	Vehicle Tracking Service
Wireless Phone Connect	Wood Interior Trim	

**AudaVIN options are listed in bold-italic fonts**

Damages										
Line	Op	Guide	MC	Description	MFR.Part No.	Price	ADJ%	B%	Hours	R
<b>Stripes And Mouldings</b>										
1	L	107		Cladding,Front Fender LT	Refinish				1.2	RF
					1.0 Surface					
					0.2 Two-stage					
2	RI	107		Cladding,Front Fender LT	R & I Assembly				0.3	SM
3	L	1280		Mldg,Rocker Panel LT	Refinish				1.5	RF
					1.5 Surface					
					INC Two-stage					
4	RI	1280		Mldg,Rocker Panel LT	R & I Assembly				0.5	SM
5	L	411		Cladding,Quarter Panel LT	Refinish				1.0	RF
					1.0 Surface					
					INC Two-stage					
6	RI	411		Cladding,Quarter Panel LT	R & I Assembly				INC	SM
<b>Front Bumper</b>										
7	RI	6		Front Bumper Cover R&I	R & I Assembly				2.0	SM
<b>Front End Panel And Lamps</b>										
8	RI	41		Headlamp Assy,Led LT	R & I Assembly				0.2	SM
<b>Front Body And Windshield</b>										
9	L	103	13	Fender,Front LT	Refinish				3.2	RF
					2.2 Surface					
					0.6 Two-stage setup					
					0.4 Two-stage					
10	TE	1485		Guard,Fender Mud	Partial Replace Price	\$62.46				SM
11	ET	1572		Guard,Fender Mud LT	Partial Replace Labor				INC	SM
<b>Front Body Interior Sheetmetal</b>										
12	E	157		Skirt,Inner Fender LT	314572181	\$117.11			0.3	SM
<b>Front Doors</b>										
13	L	207		Door Shell,Front LT	Refinish				2.8	RF



				2.3 Surface				
				0.5 Two-stage				
14	E	237	01	Mldg,Front Door Lower LT	398429696	\$148.84	INC	SM
15	L	237		Mldg,Front Door Lower LT	Refinish		0.7	RF
				0.6 Surface				
				0.1 Two-stage				
16	N	2064		Front Door O/H LT	Additional Labor		5.4	SM
17	L	225		Housing,Mirror Outer LT	Refinish		0.2	RF
				0.2 Surface				
18	L	233		Cover,Frt Door Mirror LT	Refinish		0.4	RF
				0.3 Surface				
				0.1 Two-stage				
19	RI	233		Cover,Frt Door Mirror LT	R & I Assembly		0.1	SM

**Rear Doors**

20	N	2066		Rear Door O/H LT	Additional Labor		5.0	SM
21	L	287		Door Shell,Rear LT	Refinish		2.5	RF
				2.1 Surface				
				0.4 Two-stage				
22	E	325	01	Mldg,Rear Door Lower LT	398430215	\$148.84	INC	SM
23	L	325		Mldg,Rear Door Lower LT	Refinish		0.6	RF
				0.5 Surface				
				0.1 Two-stage				

**Quarter And Rocker Panel**

24	L	494		Pillar,Windshield LT	Refinish		0.5	RF
				0.5 Surface				
				INC Two-stage				
25	L	389		Panel,Quarter LT	Refinish		2.2	RF
				2.1 Surface				
				0.1 Two-stage				

**Rear Bumper**

26	N	829		RR Bumper Cvr Overhaul	Additional Labor		2.6	SM
27	L	566		Cover,Rear Bumper Upr	Refinish		2.4	RF
				2.0 Surface				
				0.4 Two-stage				

**Rear Body, Lamps And Floor Pan**

28	RI	533		Taillamp Assembly LT	R & I Assembly		1.3	SM
----	----	-----	--	----------------------	----------------	--	-----	----

**Manual Entries**

29	N	M60		Hazardous Waste Removal	Additional Labor	\$5.25*		SM
30	N			CLEANUP AND RETAPE	Additional Labor	\$12.00*	0.5*	SM
31	N			CAR COVER VAN OR TRUCK	Additional Labor	\$15.00*		SM
32	I			WET SAND ALL ROAD PAINT O	Repair		10.0*	SM*
				>> WET SAND OFF ROAD PAINT				

**32 Items**

MC	Message
01	CALL DEALER FOR EXACT PART # / PRICE
13	INCLUDES 0.6 HOURS FIRST PANEL TWO-STAGE ALLOWANCE

**Estimate Total & Entries**

<b>OEM Parts</b>		\$477.25	
<b>Other Parts</b>		\$32.25	
<b>Paint &amp; Materials</b>	19.2 Hours @ \$46.00	\$883.20	
<b>Parts &amp; Material Total</b>			\$1,392.70
<b>Tax on Parts &amp; Material</b>	@ 5.500%		\$76.60

Labor	Rate	Replace Hrs	Repair Hrs	Total Hrs	
Sheet Metal (SM)	\$65.00	4.7	23.5	28.2	\$1,833.00
Mech/Elec (ME)	\$90.00				
Frame (FR)	\$80.00				
Refinish (RF)	\$65.00	19.2		19.2	\$1,248.00
<b>Labor Total</b>				47.4 Hours	\$3,081.00
<b>Tax on Labor</b>		@ 5.500%			\$169.46
<b>Gross Total</b>					<b>\$4,719.76</b>
<b>Net Total</b>					<b>\$4,719.76</b>


Alternate Parts Y/00/00/00/00/00 Cumulative 00/00/00/00/00 Zip Code: 53081 Default  
 Recycled Parts NOT REQUESTED  
 Rate Name Default

Audatex Estimating 8.1.325 Update 7 ES 06/15/2022 02:22 PM REL 8.1.325 Update 7 DT 05/01/2022 DB 06/08/2022  
 State Disclosure:WI  
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2.9 HRS WERE ADDED TO THIS ESTIMATE BASED ON AUDATEX'S TWO-STAGE REFINISH FORMULA.  
 ESTIMATE CALCULATED USING THE 2.5 HOUR MAXIMUM ALLOWANCE FOR TWO-STAGE REFINISH OF NON-FLEX, EXTERIOR SURFACES.


**Op Codes**

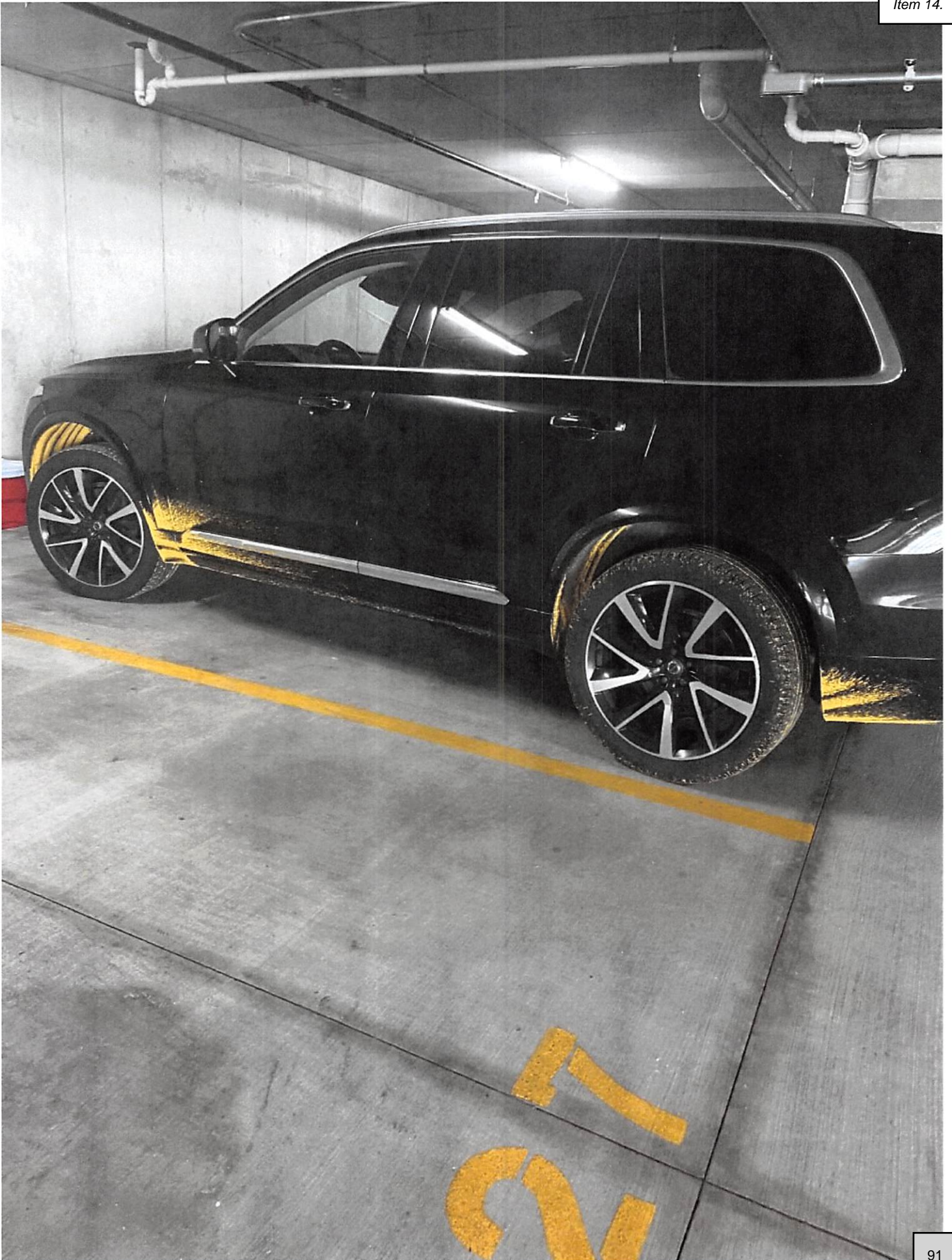
- \* = User-Entered Value
- NG = Replace NAGS
- UE = Replace OE Surplus
- EU = Replace Recycled
- UM = Replace Reman/Rebuilt
- UC = Replace Reconditioned
- N = Additional Labor
- IT = Partial Repair
- P = Check
- ^ = Labor Matches System Assigned Rates
- EC = Replace Economy
- ET = Partial Replace Labor
- TE = Partial Replace Price
- L = Refinish
- TT = Two-Tone
- BR = Blend Refinish
- CG = Chipguard
- AA = Appearance Allowance
- E = Replace OEM
- OE = Replace PXN OE Srpls
- EP = Replace PXN
- PM = Replace PXN Reman/Reblt
- PC = Replace PXN Reconditioned
- SB = Sublet Repair
- I = Repair
- RI = R & I Assembly
- RP = Related Prior Damage



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Mail body: Paint

---

Item 14.

Sent from my iPhone



garage  
exit -  
Ran over paint  
no ~~present~~ tracks





VIII

R. C. No. 95 - 22 - 23. By FINANCE AND PERSONNEL COMMITTEE.  
September 19, 2022.

Your Committee to whom was referred 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; recommends adopting the Resolution.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ 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\_\_\_\_.

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

III

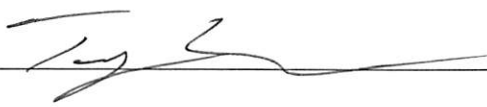
Res. No. 64 - 22 - 23. By Alderpersons Mitchell and Filicky-Peneski.  
September 6, 2022.

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.

FP

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

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:

- OPEB: 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

Fees: 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 not valid 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
<b>OPEB Valuation</b>	
• 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 ( <i>optional service</i> )	\$ 325
Virtual Meeting with City to Present Updated Report outside of regular business hours ( <i>optional service</i> )	\$ 250
<b>Required Table Update - for the 12/31/2023 financial reporting year end OPEB Table Updates GASB 75 - Roll Forward</b>	
• 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
<b>1. Subsequent OPEB Valuation</b> GASB 75 as of 12/31/2021 for FYE 12/31/2022	\$ 8,498	\$ 8,250
<b>2. Required OPEB Table Update</b> GASB 75 for the fiscal year end 12/31/2023	\$ 824	\$ 800
<b>3. Subsequent OPEB Valuation</b> GASB 75 as of 12/31/2023 for FYE 12/31/2024	\$ 8,755	\$ 8,500
<b>4. Required OPEB Table Updates</b> GASB 75 for the fiscal year end 12/31/2025	\$ 850	\$ 825
<b>Total 4-year Agreement Fees</b>	<b>\$ 18,926</b>	<b>\$ 18,375</b>

\*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.

City Multi-year Disclaimer: "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."

Timetable: Upon receipt of **all required data**, 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.

Review and Report: 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.

City Visit: Many government entities do not require a presentation with the subsequent study. Thus, the subsequent valuation does not 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.

Invoicing: 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 make the changes on the benefit summaries.
- 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:	
<input type="checkbox"/>	Fully Insured
<input type="checkbox"/>	Self-funded

The City's benefits are funded through:		
OPEB	<input type="checkbox"/>	General Assets
	<input type="checkbox"/>	Irrevocable Trust

If response does not agree with notes 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.
- **To avoid additional charges, please make sure the benefit summaries provided are correct.** 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	<p><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:</p> <ul style="list-style-type: none"> <li>▪ <u>Sick Leave Conversion Credit (Implicit Rate Subsidy Only):</u> 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.</li> <li>▪ <u>Good Attendance/Retirement Bonus Program (Implicit Rate Subsidy Only):</u> 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.</li> <li>▪ <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.</li> </ul>

#### **Local 483 Fire Union & Paramedics**

Eligibility	OPEB
Eligible for retirement under WRS	<p><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:</p> <ul style="list-style-type: none"> <li>▪ <u>Sick Leave Conversion Credit (Implicit Rate Subsidy Only):</u> Full conversion of credit of accumulated unused sick leave not in excess of seventy-two (72) days at regular rate of pay.</li> <li>▪ <u>Good Attendance/Retirement Bonus Program (Implicit Rate Subsidy Only):</u> 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.</li> <li>▪ <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.</li> </ul>

**Local 483 Fire Union & Paramedics (continued)**

Eligibility	OPEB
<p>Upon retirement, lay off without cause or death with 5 years or more of continuous service</p>	<p>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.</p> <p>The employee, upon request shall be allowed to deposit the after-tax value for the purposes of payment of health insurance premiums (<b>Implicit Rate Subsidy Only</b>), 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.</p>

**Police Supervisors**

Eligibility	OPEB
<p>Eligible for retirement under WRS</p>	<p><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:</p> <ul style="list-style-type: none"> <li>▪ <u>Sick Leave Conversion Credit (Implicit Rate Subsidy Only):</u> 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.</li> <li>▪ <u>Good Attendance/Retirement Bonus Program (Implicit Rate Subsidy Only):</u> 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.</li> <li>▪ <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.</li> </ul>

**Non-Represented**

<b>TIER I:</b> As of December 31, 2011; Eligible for Retirement Under WRS with at Least 15 Years of Service of which a Minimum of 5 were Served as a Non-Represented	
<b>Eligibility</b>	<b>OPEB</b>
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 either the full (100%) single medical premium or 60% of the family medical premium on behalf of the retiree for a maximum period of 10 years (5 years if non-exempt) but not to exceed Medicare-eligibility, age 65 or death.
<b>TIER II:</b> Those <i>NOT</i> Meeting <i>ALL</i> the Retirement Requirements as of December 31, 2011	
<b>Eligibility</b>	<b>OPEB</b>
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.
<b>TIERS I &amp; II</b>	
<b>Eligibility</b>	<b>OPEB</b>
Eligible for retirement under WRS early retirement	<u>Sick Pay Bank: (<i>Implicit Rate Subsidy Only</i>)</u> 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.
	<b>Non-OPEB (Compensated Absence)</b>
	<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.
<b>Note:</b> Upon a promotion from Local 483 into a Fire Command Staff position (with the exception of the Fire Chief) and upon receiving a WRS qualified retirement for protected, sworn employee who actually retires; a Fire Command Staff (with the exception of the Fire Chief) may retain the retirement severance benefits at the time of promotion <i>or</i> follow applicable Non-Represented retirement benefits (Tier II or III, depending on start date of promotion). This election is to be made at time of retirement notification.	

**Mead Public Library**

Eligibility	OPEB
Eligible for retirement under WRS	<p>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.</p> <p><u>COBRA: (Implicit Rate Subsidy Only)</u> Retiring employees are only eligible for COBRA benefits.</p>

**ASCME 1564 (City Hall Employees), DPW AFSCME 2039 (Labor Trade) & Professional 5011 Union**

Eligibility	OPEB
Eligible for retirement under WRS early retirement	<p><u>Sick Pay Bank: (Implicit Rate Subsidy Only)</u> Unused sick leave accumulated as of December 31, 2011; up to the maximum amounts of 672 hours for Locals 1564 &amp; 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.</p>
	<p><b>Non-OPEB (Compensated Absence)</b></p> <p><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 as of December 31, 2011; up to the maximum amounts of 672 hours for Locals 1564 &amp; 2039 and 640 hours for Local 5011, converted the hourly rate in effect on December 31, 2011.</p>

**Local 998 Transit**

Eligibility	OPEB
Eligible for retirement under WRS	<p><b>Medical &amp; Dental Insurance:</b> 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.</p> <p>Employees hired on or after January 1, 2013, upon retirement or termination of employment, will only be eligible for 18 months of COBRA coverage.</p> <p><b>Notes:</b></p> <ul style="list-style-type: none"> <li>• <i>A surviving spouse is eligible to remain on the City's medical plan.</i></li> <li>• <i>Upon eligibility for Medicare, Medicare benefits will be integrated. The retiree premium rate will be reduced to reflect this integrated program.</i></li> <li>• <i>Retirees have a one-time option of switching between single or family coverage if personal circumstances change and if allowed by carrier.</i></li> </ul>

**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).*

VIII

R. C. No. 96-22-23. By FINANCE AND PERSONNEL COMMITTEE.  
September 19, 2022.

Your Committee to whom was referred 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; recommends adopting the Resolution.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ 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\_\_\_\_.

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

III

Res. No. 57 - 22 - 23. 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 15<sup>th</sup> 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 15<sup>th</sup> Street to improve the appearance of the North 15<sup>th</sup> 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

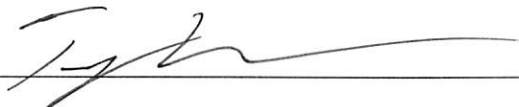
WHEREAS, staff has confirmed that the bid submitted includes all work required for the project and that Scott's Excavating, Inc. possesses the knowledge and equipment necessary to successfully complete the project.

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.

FHP

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\_\_\_\_. \_\_\_\_\_, 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. 15<sup>th</sup> 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 15<sup>th</sup> 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. Scope of Services**

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. 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 (10) days of the execution of this Agreement by the Common Council of the City of Sheboygan, provide the City with a Performance Bond and a Payment Bond in the amount of one hundred percent (100%) of the contract amount. Failure by Contractor to perform the work in a timely or satisfactory fashion may result in forfeiture of Contractor's Performance Bond. Failure by Contractor to make necessary payments to suppliers or subcontractors may result in forfeiture of Contractor's Payment Bond. If the Surety on any bond furnished by Contractor becomes a party to supervision or liquidation, or its right to do business in the State of Wisconsin is terminated, Contractor shall, within thirty (30) calendar days thereafter, substitute another bond or surety, both of which must be acceptable to the City.

**Article 7. Schedule**

Contractor 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.**

**BY:** \_\_\_\_\_  
Ryan Sorenson, Mayor

**BY:** \_\_\_\_\_

**ATTEST:** \_\_\_\_\_  
Meredith DeBruin, City Clerk

**ATTEST:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**REQUEST FOR BIDS**  
**# 2015-22**  
**CITY OF SHEBOYGAN**  
**Demolition of Commercial**  
**Structure**



2533 to 2601 North 15<sup>th</sup> 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 15th<sup>th</sup> 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 Agent at (920) 459-3469 or via email at [bernard.rammer@sheboyganwi.gov](mailto:bernard.rammer@sheboyganwi.gov)

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 bond 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 the 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**

## 1.1 GENERAL

- 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 **prior to** 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 removed prior to 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 each bond 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 15<sup>th</sup> 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 THE SPECIFICATIONS**

- 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. 15<sup>th</sup> 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

- A. 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. Non-compliance: 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 Electrical Engineers
    - 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 Engineers Assoc.
    - f. NBS- National Bureau of Standards
    - g. NEMA- National Electrical Manufacturers Assoc
    - h. NFPA- National Fire Protection Assoc.
    - i. OSHA- Occupational Safety and Health Act
    - j. UL- Underwriters Laboratories
    - k. MSS - Manufacturers Standardization Society
    - l. 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

- A. 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
  - 1. 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
  - 1. 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                                        \$500,000 per Occurrence  
   Damage                                        \$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
  - 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 completed 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**



**The Materials to be removed and disposed of by the Demolition Contractor include:**

Tar on Brick	Corridor 1	10 ft <sup>2</sup>	Cat. I non-friable / On brick
Window Caulk	Corridor 1 Shed	2 ft <sup>2</sup> (2 each) 1 ft <sup>2</sup> (1 each)	Cat. I non-friable / On brick
Floor Perimeter Tar	Storage Room 5	13 ft <sup>2</sup> (152 linear ft)	Cat. I non-friable / On concrete
Glass Block Window Caulk (interior/exterior)	Storage Room 5	3 ft <sup>2</sup> (70 linear ft)	Cat. I non-friable / On concrete block
Door Frame Caulk	Exterior: Storage Room 5	1 ft <sup>2</sup> (24 linear ft)	Cat. I non-friable / On concrete block
Tar on Fiberglass Duct Insulation	Roof	650 ft <sup>2</sup>	Cat. I non-friable / On Metal
Roofing Materials & Tars	Roofs	18,000 ft <sup>2</sup>	Cat I Non-Friable / Assumed

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 53081

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 15<sup>th</sup> 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 curb and gutter 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:

1. 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](http://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 supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federal

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 solely 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 as of the date of termination shall, at the option of City, become property of City. Notwithstanding the above, Contractor shall not be relieved of liability to City for damages sustained by City by virtue of any breach of the Contract, and City shall retain its remedies under law.

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

17. **Domestic Preferences for Procurements.** Pursuant to 2 CFR §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 subject to an audit under the Single Audit Act and its implementing regulation at 2 CFR Part 200, Subpart F.

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

20.4 SAM.gov Requirements. Contractor is required to comply with 2 CFR Part 25 (System for Award Management ("SAM")) and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information) unless exempted pursuant to 2 CFR § 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 re-advertisement. 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 which has been committed and submit to the municipality clear and satisfactory evidence 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 will be accepted after the due date and time of the request. This does not preclude the City from requesting additional information.

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.

- 1 **19.0 SAFETY REQUIREMENTS:** All materials, equipment, and supplies provided to the City must comply fully  
2 with all safety requirements as set forth by the Wisconsin Administrative Code and all applicable OSHA  
3 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.
- 9 **22.0 CANCELLATION:** The City reserves the right to cancel any contract in whole or in part without penalty  
10 due to non-appropriation of funds or for failure of the contractor to comply with terms, conditions, and  
11 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.
- 19 **24.0 MATERIAL SAFETY DATA SHEET:** If any item(s) on an order(s) resulting from this award(s) is a hazardous  
20 chemical, as defined under 29CFR 1910.1200, the Contractor shall provide one (1) copy of a Material  
21 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 **26.0 HOLD HARMLESS:** The Contractor will indemnify, pay the cost of defense including attorney's fees, and  
27 save harmless the City and all of its officers, agents and employees from all suits, actions, or claims  
28 of any character brought for or on account of any injuries or damages received by any persons or  
29 property resulting from the operations of the contractor, or of any of its contractors, in prosecuting work  
30 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



1     **28.0 FORCE MAJEURE:** Neither party shall be in default by reason of any failure in performance of this contract  
2             in accordance with reasonable control and without fault or negligence on their part. Such causes may  
3             include, but are not restricted to, acts of nature or the public enemy, acts of the government in either  
4             its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight  
5             embargoes and unusually severe weather, but in every case the failure to perform such must be beyond  
6             the reasonable control and without the fault or negligence of the party.

7

**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. 15<sup>th</sup> STREET**

This Agreement ("Agreement") is made and entered into effective this 26 th day of September 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 15<sup>th</sup> 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. Scope of Services**

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. 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 (10) days of the execution of this Agreement by the Common Council of the City of Sheboygan, provide the City with a Performance Bond and a Payment Bond in the amount of one hundred percent (100%) of the contract amount. Failure by Contractor to perform the work in a timely or satisfactory fashion may result in forfeiture of Contractor's Performance Bond. Failure by Contractor to make necessary payments to suppliers or subcontractors may result in forfeiture of Contractor's Payment Bond. If the Surety on any bond furnished by Contractor becomes a party to supervision or liquidation, or its right to do business in the State of Wisconsin is terminated, Contractor shall, within thirty (30) calendar days thereafter, substitute another bond or surety, both of which must be acceptable to the City.

**Article 7. Schedule**

Contractor 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**

BY: *Ryan Sorenson*  
Ryan Sorenson, Mayor

ATTEST: *Meredith DeBruin*  
Meredith DeBruin, City Clerk

DATE: 9/20/22

**SCOTT'S EXCAVATING, INC.**

BY: *Scott Kress*

ATTEST: \_\_\_\_\_

DATE: 9/20/22

VIII

R. C. No. 97 - 22 - 23. By FINANCE AND PERSONNEL COMMITTEE.  
September 19, 2022.

Your Committee to whom was referred 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; recommends adopting the Resolution.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ 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\_\_\_\_.

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

III

Res. No. 60 - 22 - 23. 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.

F&P

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 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

**SHEBOYGAN COUNTY SALES TAX REVENUE-SHARING  
FOR TRANSPORTATION INFRASTRUCTURE MAINTENANCE  
2023 INTERGOVERNMENTAL COOPERATIVE AGREEMENT**

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

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

3. **EFFECTIVE DATE; TERM; TERMINATION.**

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

B. **Term.** The term of this Agreement is for calendar year 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 \$591,273.

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

\_\_\_\_\_  
Date Signed

By: \_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Date Signed

**SHEBOYGAN COUNTY**

By: \_\_\_\_\_  
Adam N. Payne  
Sheboygan County Administrator

\_\_\_\_\_  
Date Signed

By: \_\_\_\_\_  
Vernon Koch  
County Board Chair

\_\_\_\_\_  
Date Signed

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**Sheboygan County Sales Tax Revenue Sharing with Municipalities**  
**PRELIMINARY - Budget Year 2023**

<u>MUNI NAME</u>	<u>2022 EQ VAL LESS TID</u>		<u>2023 BUDGET</u>		<u>2022 BUDGET</u>	<u>Change</u>
	<u>INCREMENT</u>	<u>PERCENT</u>	<u>ALLOCATION</u>	<u>ALLOCATION</u>		
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	
<b>COUNTY TOTAL</b>	<b>12,087,889,200</b>	<b>1.00</b>	<b>\$1,997,448</b>	<b>\$1,695,286</b>	<b>\$302,162</b>	



# Sheboygan County Shared Revenue Program

## Budget Year 2023

### (Form A)

#### **Section One**

Municipality: \_\_\_\_\_

Transportation Budget 2022: \$\_\_\_\_\_

Transportation Estimated Actual Expenditures for 2022: \$\_\_\_\_\_

Transportation Budget Proposed 2023: \$\_\_\_\_\_

County Shared Revenue: \$\_\_\_\_\_

Is the County Shared Revenue increasing what would have otherwise been accomplished in 2023? (check one)  Yes  No  Project is a multi-year project

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

##### Project(s) Description

Where: \_\_\_\_\_

What work will be done: \_\_\_\_\_

Project ID: \_\_\_\_\_

Total cost of Project: \$\_\_\_\_\_

Anticipated start of Project: \_\_\_\_\_

Anticipated completion of Project: \_\_\_\_\_

General Ledger Accounting Unit (if identifiable): \_\_\_\_\_

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title



# SHEBOYGAN COUNTY

Item 17.

**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 1<sup>st</sup>. 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

Respectfully yours,

Adam Payne, County Administrator

Cc: Finance Director Wendy Charnon  
Transportation Director Greg Schnell  
Corporation Counsel Crystal Fieber

Enclosed: Intergovernmental Cooperative Agreement  
Form A  
Equalized Value Worksheet

**SHEBOYGAN COUNTY SALES TAX REVENUE-SHARING  
FOR TRANSPORTATION INFRASTRUCTURE MAINTENANCE  
2023 INTERGOVERNMENTAL COOPERATIVE AGREEMENT**

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

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

3. **EFFECTIVE DATE; TERM; TERMINATION.**

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

B. **Term.** The term of this Agreement is for calendar year 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 \$591,273.

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:

City of Sheboygan  
[Municipality]

By: [Signature]  
Authorized Representative

11/14/22  
Date Signed

By: [Signature]  
Authorized Representative

11/14/22  
Date Signed

**SHEBOYGAN COUNTY**

By: [Signature]  
-Adam N. Payne Alayne Krause  
Deputy Sheboygan County Administrator

1/11/23  
Date Signed

By: [Signature]  
Vernon Koch  
County Board Chair

1/10/2023  
Date Signed

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# Sheboygan County Shared Revenue Program

## Budget Year 2023

### (Form A)

#### Section One

Municipality: City of Sheboygan

Transportation Budget 2022: \$ 3,050,000

Transportation Estimated Actual Expenditures for 2022: \$ 3,050,000

Transportation Budget Proposed 2023: \$ 7,725,000

County Shared Revenue: \$ 591,273

Is the County Shared Revenue increasing what would have otherwise been accomplished in 2023? (check one)  Yes  No  Project is a multi-year project

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

#### Project(s) Description

Where: Lincoln Avenue (North Point Drive to North 6th Street)

What work will be done: Street infrastructure improvements

Project ID: \_\_\_\_\_

Total cost of Project: \$ 1,300,000

Anticipated start of Project: May 2023

Anticipated completion of Project: November 2023

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.

Katy Kyr  
Signature

11/4/2022  
Date

Finance Director  
Title

VIII

R. C. No. 98 - 22 - 23. By FINANCE AND PERSONNEL COMMITTEE.  
September 19, 2022.

Your Committee to whom was referred 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; recommends adopting the Resolution.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ 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\_\_\_\_.

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

Res. No. 601 - 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.

FAP

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 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

VIII

R. C. No. 100 - 22 - 23. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE. September 19, 2022.

Your Committee to whom was referred Res. No. 65-22-23 by Alderpersons Felde and Ackley authorizing application for the NAMI Wisconsin CIT and CIP Expansion Grant; recommends adopting the Resolution.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ 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\_\_\_\_.

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

III

Res. No. 65 - 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.

CHPS

Suparna Felde  
Betty Ackley

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 funds 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:
  - i. 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.

\_\_\_\_\_  
Name, Title, Department, Date

*Emilie Smiley* 8/26/22  
\_\_\_\_\_  
NAMI Wisconsin

Have product ordered to the following address:

City of Sheboygan  
Attn: Stephen Cobb  
1315-N 23rd St.  
Suite 101  
Sheboygan, WI 53081

VIII

R. C. No. 101 - 22 - 23. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE. September 19, 2022.

Your Committee to whom was referred 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; recommends adopting the Resolution.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ 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\_\_\_\_.

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor



III

Res. No. 58 - 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 pre-ordering 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.

*Keith Kelly*  
\_\_\_\_\_  
*Barbara J. Jelle*  
\_\_\_\_\_

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

VIII

R. C. No. 102 - 22 - 23. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE. September 19, 2022.

Your Committee to whom was referred 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; recommends adopting the Resolution.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ 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\_\_\_\_.

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

III

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.

UAPS

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

*Betty McWhorter*  
*Barbara Yelde*

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  
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. 66<sup>th</sup> 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 Exhibit 1, 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 Capt. Steve Cobb 1315 N 23 <sup>rd</sup> St. Sheboygan, WI 53081	Wastewater Treatment Facility Jordan Skiff 3333 Lakeshore Dr. Sheboygan, WI 53081
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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 or on 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 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.
- b. Commercial General Liability and Property Damage 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 Commercial General Liability Insurance shall include operations, contractor's protective insurance, products coverage, completed operations, and contractual coverage.

- c. Comprehensive Automobile Liability and Property Damage – 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 <sup>th</sup> 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. 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 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. Advertising and News Releases. Reference to or use of the City, or any of its departments, officials, or employees, for commercial promotion is prohibited. News releases pertaining to this procurement shall not be made without prior approval of the City's Representative. Release of broadcast e-mails pertaining to this procurement shall not be made without prior written authorization of the City's Representative.
3. Foreign Corporation. A foreign corporation (any corporation other than a Wisconsin corporation) which becomes a party to this Agreement is required to conform to all the requirements of Wis. Stat. 180 relating to a foreign corporation, and must possess a certificate of authority from the Wisconsin Department of Financial Institutions, unless the corporation is transacting business in interstate commerce or is otherwise exempt from the requirement of obtaining a certificate of authority.
4. Authority. Each person executing this Agreement on behalf of a party hereto represents and warrants to the other party: That the execution and delivery of this Agreement has been duly authorized, that the person or persons executing this Agreement have the full power, authority, and right to do so, and that such execution is sufficient and legally binding on such party to enable this Agreement to be enforceable in accordance with its terms.
5. Intellectual Property. 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. 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.

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. Final Acceptance: 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. Final Inspection: The inspection conducted by the City to determine what work must still be completed by Contractor in order for Completion of the Services to occur. After the Final Inspection, the City shall provide Contractor with a Punch List that Contractor must complete in order for Completion of the Services to occur.

c. Final Payment: Payment by the City to Contractor after Completion of the Services the result of which is Contractor receiving all payments due under the terms of the Agreement for performing and completing the Services.

**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:** \_\_\_\_\_  
Meredith DeBruin, City Clerk

**ATTEST:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

This Agreement Authorized by Resolution No. \_\_\_\_-22-23.

EXHIBIT 1

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.

**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: [mburkett@mt2.com](mailto:mburkett@mt2.com).

Sincerely,  
  
 Michael Burkett, Executive Vice President

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

- ✓ **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 Only Nationwide 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, we guarantee our performance 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.
  - **MT2 has never received OSHA or EPA violations.** 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](mailto:Bernard.rammer@sheboyganwi.gov)

We Metals Treatment Technologies, LLC

~~(a joint venture)~~

~~(a corporation)~~

~~(a partnership)~~

~~(an individual)~~

**(Cross out inapplicable)**

~~(a limited liability 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

(Area Code & Telephone Number)

(303) 456-6998

(Fax Number)

Email info@mt2.com

By Michael Burkett

(Signature of Bidder)

Title Michael Burkett, Executive Vice President

(Seal, if bid is by a Corporation)

Date: 8/24/2022

End

# 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

### SURETY:

(Name, legal status and principal place of business)

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.

### OWNER:

(Name, legal status and address)

City of Sheboygan  
2026 New Jersey Avenue  
Sheboygan, WI 53081

**BOND AMOUNT:** \$ Five Percent (5%) of the Total Amount Bid

### PROJECT:

(Name, location or address, and Project number, if 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 the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which 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 aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent 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 furnished 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

Melissa S. Burnett  
(Witness)

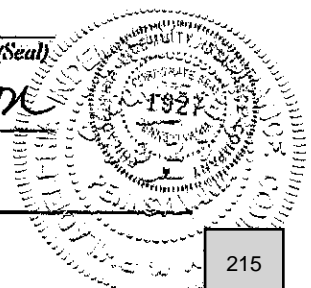
Metals Treatment Technologies, LLC  
(Principal) (Seal)

Michael Burkett  
(Title) Executive Vice President

Ashlea McCaughey  
(Witness) Ashlea McCaughey

Philadelphia Indemnity Insurance Company  
(Surety) (Seal)

Sarah C. Brown  
(Title) 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 **Todd D. Bengford, Mark Sweigart, Donald E. Appleby, Sarah C. Brown, Jessica Jean Rini and Ashlea McCaughey of Holmes Murphy and Associates, LLC** 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 **\$50,000,000**.

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 14<sup>th</sup> 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 SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF MARCH, 2021.

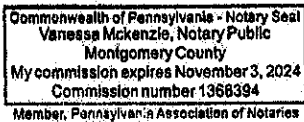


(Seal)

John Glomb, President & CEO  
Philadelphia Indemnity Insurance Company

On this 5<sup>th</sup> 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:



residing at:

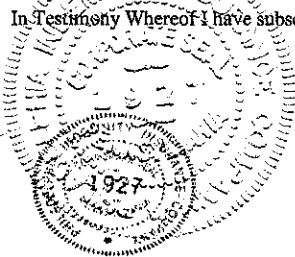
Bala Cynwyd, PA

My commission expires:

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 5<sup>th</sup> 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



IV

R. C. No. 103 - 22 - 23. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE. September 19, 2022.

Your Committee to whom was referred R. O. No. 61-22-23 by City Clerk submitting various license applications; recommends granting the applications.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ 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\_\_\_\_.

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

II

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)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3150	Craft 30	908 Michigan Avenue - 1 <sup>st</sup> 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

<u>No.</u>	<u>Name</u>	<u>Address</u>
2726	John Michael Kohler Arts Center	608 New York Avenue - To include all Of the JMKAC property (inner of 7 <sup>th</sup> Street, WI Avenue, 6 <sup>th</sup> 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.

LHP

"CLASS B" LIQUOR LICENSE (June 30, 2023) (NEW)

No.    Name

Address

3569 Champs Bar & Grill, LLC  
      (Champs Sports Bar & Grill)

1501 Indiana Avenue

VIII

R. C. No. 104 - 22 - 23. By PUBLIC WORKS COMMITTEE. September 19, 2022.

Your Committee to whom was referred Res. No. 62-22-23 by Alderpersons Dekker and Perrella 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; recommends adopting the Resolution.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ 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\_\_\_\_.

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

III

Res. No. 102 - 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).

PW

Dean Dekker  
James Perrella

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**  
**SCHICHEL'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 1.<sup>1</sup>

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.<sup>2</sup>

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<sup>1</sup> 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).

<sup>2</sup> 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.<sup>3</sup> 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.

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<sup>3</sup> 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. Appropriation of Funds**

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. Compliance with Laws**

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:**

**Vendor:**

City Clerk	Schichtel’s Nursery
City of Sheboygan	7420 Peters Road
828 Center Ave.	Springville, NY 14141
Sheboygan, Wisconsin 53083	

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. 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.

#### **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:** \_\_\_\_\_  
Ryan Sorenson, Mayor

**BY:** \_\_\_\_\_

**ATTEST:** \_\_\_\_\_  
Meredith DeBruin, City Clerk

**DATE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

This Agreement Authorized by Resolution \_\_\_\_\_

EXHIBIT 1

Item 23.

14	44	village green zelkova, <i>Zelkova serrata</i> 'Village Green'	\$68.00	\$2992.00
		proposed substitution:		
15	44	spaeth's alder, <i>Alnus x Spaethii</i> — 30 Available	\$106.00	\$3180.00
		acceptable substitution or combination: <i>Catalpa speciosa</i>		
		proposed substitution: L 14 Available	\$82.00	\$1148.00
16	4 (not 44)	japanese stewartia, <i>Stewartia pseudocamellia</i>	\$145.00	\$580.00
		proposed substitution:		
Item	Quantity Required	4' to 5' Whip	Price Each	Price Total
17	10	sugar maple, <i>Acer saccharum</i>	\$36.00	\$360.00
		proposed substitution:		
18	10	shagbark hickory, <i>Carya ovata</i>	\$44.00	\$440.00
		proposed substitution:		

Firm Name: Schichtel's Nursery, Inc.

Address: 7420 Peters Rd.

City, State, Zip: Springville NY 14141

Phone: 716.592.9383 x 127

Fax: 716.592.4282

Authorized Signature: *Nicole Sage*

Printed Name: Nicole Sage - Assistant Secretary

Email: mds@Schichtels.com

Mark Schichtel

FIRM NAME: Schichtel's Nursery, Inc.

City of Sheboygan  
Spring 2023 Street Tree Purchase

Item	Quantity Required	1.5" to 1.75" Bare Root Single Stem WILL NOT accept Container or B&B trees	Price Each	Price Total
1	50	robin hill serviceberry, <i>Amelanchier grandiflora</i> 'Robin Hill' proposed substitution:	\$ 111.00	\$ 5550.00
2	50	ruby slippers maple, <i>Acer ginnala</i> 'Ruby Slippers' acceptable substitution or combination: <i>Acer ginnala</i> 'Flame' proposed substitution:	\$ 88.00	\$ 4400.00
3	50	regal prince oak, <i>Quercus robur x bicolor</i> 'Regal Prince' proposed substitution:	\$ 98.00	\$ 4900.00
4	50	worplesdon sweetgum, <i>Liquidambar styraciflua</i> 'Worplesdon' acceptable substitution or combination: <i>Liquidambar styraciflua</i> 'Moraine' proposed substitution:	\$ 91.00	\$ 4550.00
5	50	exclamation planetree, <i>Platanus x</i> 'Exclamation' proposed substitution:	\$ 56.00	\$ 2800.00
6	50	scarlet oak, <i>Quercus coccinea</i> proposed substitution:	\$ 93.00	\$ 4650.00
7	44	sugar cone maple, <i>Acer saccharum</i> 'Sugar Cone' — 30 Available acceptable substitution or combination: <i>Acer tataricum</i> proposed substitution: → 14 Available	\$ 106.00 \$ 88.00	\$ 3180.00 \$ 1232.00
8	44	seven-son flower, <i>Heptacodium miconioides</i> — 25 Available acceptable substitution or combination: <i>Crataegus crusgalli</i> 'Inermis' proposed substitution: → 19 Available	\$ 115.00 \$ 97.00	\$ 2875.00 \$ 1843.00
9	44	golden glory cornelian cherry, <i>Cornus mas</i> 'Golden Glory' acceptable substitution or combination: <i>Cornus mas</i> 'Saffron Sentinel' proposed substitution:	\$ 98.00	\$ 4312.00
10	44	black tupelo, <i>Nyssa sylvatica</i> proposed substitution:	\$ 140.00	\$ 6160.00
11	44	autumn gold maldenhair tree, <i>Ginkgo biloba</i> 'Autumn Gold' proposed substitution:	\$ 104.00	\$ 4576.00
12	44	european hornbeam, <i>Carpinus betulus</i> proposed substitution:	\$ 121.00	\$ 5324.00
13	44	dawn redwood, <i>Metasequoia glyptostroboides</i> proposed substitution:	\$ 97.00	\$ 4268.00



**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 1.<sup>1</sup>

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.<sup>2</sup>

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<sup>1</sup> 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).

<sup>2</sup> 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.<sup>3</sup> 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.

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<sup>3</sup> 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. Appropriation of Funds**

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. Compliance with Laws**

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:**

**Vendor:**

City Clerk	Chestnut Ridge Nursery
City of Sheboygan	225 Crescent Drive
828 Center Ave.	Orchard Park, NY 14127
Sheboygan, Wisconsin 53083	

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. 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.

#### **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:** \_\_\_\_\_  
Ryan Sorenson, Mayor

**BY:** \_\_\_\_\_

**ATTEST:** \_\_\_\_\_  
Meredith DeBruin, City Clerk

**DATE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

This Agreement Authorized by Resolution \_\_\_\_\_

EXHIBIT 1

Item 23.

14	44	village green zelkova, <i>Zelkova serrata</i> 'Village Green' <i>proposed substitution:</i>	# 71	# 3,124
15	44	speeth's alder, <i>Alnus x Spaethii</i> acceptable substitution or combination: <i>Catalpa speciosa</i> <i>proposed substitution:</i>	# 80	# 3,520
16	4 (not 44)	japanese stewartia, <i>Stewartia pseudocamellia</i> <i>proposed substitution:</i>	# 115	# 460
Item	Quantity Required	4' to 5' Whip	Price Each	Price Total
17	10	sugar maple, <i>Acer saccharum</i> <i>proposed substitution:</i>	# 18	# 180
18	10	shagbark hickory, <i>Carya ovata</i> <i>proposed substitution:</i>	# 18	# 180

Firm Name:

Chestnut Ridge Nursery, Inc.

Address:

225 Crescent Drive

City, State, Zip:

Orchard Park, NY 14127

Phone:

(716) 725-8043

Fax:

(716) 648-0743

Authorized Signature:

*Alyssa N. Smith*

Printed Name:

Alyssa N. Smith

Email

bob@chestnutridgenurseryinc.com

FIRM NAME: Chestnut Ridge Nursery, Inc.

City of Sheboygan  
Spring 2023 Street Tree Purchase

Item	Quantity Required	1.5" to 1.75" Bare Root Single Stem WILL NOT accept Container or B&B trees	Price Each	Price Total
1	50	robin hill serviceberry, <i>Amelanchier grandiflora</i> 'Robin Hill' proposed substitution: <i>Amelanchier</i> 'Autumn Brilliance' OR <i>Amelanchier</i> 'Cuscuta'	\$ 93	\$4,650
2	50	ruby slippers maple, <i>Acer ginnala</i> 'Ruby Slippers' acceptable substitution or combination: <i>Acer ginnala</i> 'Flame' proposed substitution:	\$ 79	\$3,950
3	50	regal prince oak, <i>Quercus robur x bicolor</i> 'Regal Prince' proposed substitution:	\$ 79	\$3,950
4	50	worplesdon sweetgum, <i>Liquidambar styraciflua</i> 'Worplesdon' acceptable substitution or combination: <i>Liquidambar styraciflua</i> 'Marsine' proposed substitution:	\$ 73	\$3,650
5	50	exclamation planetree, <i>Platanus x</i> 'Exclamation' proposed substitution:	\$ 68	\$3,400
6	50	scarlet oak, <i>Quercus coccinea</i> proposed substitution:	\$ 78	\$3,900
7	44	sugar cone maple, <i>Acer saccharum</i> 'Sugar Cone' acceptable substitution or combination: <i>Acer tataricum</i> proposed substitution:	\$ 98	\$4,312
8	44	seven-son flower, <i>Heptacodium miconioides</i> acceptable substitution or combination: <i>Crataegus crusgalli</i> 'Inermis' proposed substitution: <i>Crataegus crus-galli inermis</i> 1 1/4"	\$ 70	\$3,080
9	44	golden glory cornelian cherry, <i>Cornus mas</i> 'Golden Glory' acceptable substitution or combination: <i>Cornus mas</i> 'Saffron Sentinel' proposed substitution:	\$ 108	\$4,752
10	44	black tupelo, <i>Nyssa sylvatica</i> proposed substitution:	\$ 99	\$4,356
11	44	autumn gold maidenhair tree, <i>Ginkgo biloba</i> 'Autumn Gold' proposed substitution:	\$ 99	\$4,356
12	44	european hornbeam, <i>Carpinus betulus</i> proposed substitution:	\$ 82	\$3,608
13	44	dawn redwood, <i>Metasequoia glyptostroboides</i> proposed substitution:	\$ 78	\$3,432

**AGREEMENT  
BETWEEN THE CITY OF SHEBOYGAN, WISCONSIN AND  
SCHICHEL'S NURSERY, INC  
FOR THE PURCHASE OF STREET TREES**

This Agreement ("Agreement") is made and entered into effective this 21<sup>st</sup> day of September, 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 1.<sup>1</sup>

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.<sup>2</sup>

<sup>1</sup> 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).

<sup>2</sup> 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.<sup>3</sup> 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.

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<sup>3</sup> 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. Appropriation of Funds**

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. Compliance with Laws**

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:**

**Vendor:**

City Clerk	Schichtel's Nursery
City of Sheboygan	7420 Peters Road
828 Center Ave.	Springville, NY 14141
Sheboygan, Wisconsin 53083	

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. 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.

**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

SCHICHEL'S NURSERY

BY: *Ryan Sores*  
Ryan Soreson, Mayor

BY: *Mark D Schichtel*  
Mark D Schichtel - Schichtel's Nursery  
TREASURER

ATTEST: *Meredith DeBruin*  
Meredith DeBruin, City Clerk

DATE: 9/21/2022

DATE: 9/21/2022

This Agreement Authorized by Resolution 62-22-23

EXHIBIT 1

14	44	village green zelkova, <i>Zelkova serrata</i> 'Village Green'	\$68.00	\$2992.00
		proposed substitution:		
15	44	spaeth's alder, <i>Alnus x Spaethii</i> — 30 Available	\$106.00	\$3180.00
		acceptable substitution or combination: <i>Catalpa speciosa</i>		
		proposed substitution: 14 Available	\$82.00	\$1148.00
16	4 (not 44)	japanese stewartia, <i>Stewartia pseudocamellia</i>	\$145.00	\$580.00
		proposed substitution:		
Item	Quantity Required	4' to 5' Whip	Price Each	Price Total
17	10	sugar maple, <i>Acer saccharum</i>	\$30.00	\$300.00
		proposed substitution:		
18	10	shagbark hickory, <i>Carya ovata</i>	\$44.00	\$440.00
		proposed substitution:		

Firm Name: Schichtel's Nursery, Inc.  
 Address: 7420 Peters Rd.  
 City, State, Zip: Springville NY 14141  
 Phone: 716.592.9383 x 127  
 Fax: 716.592.4282

Authorized Signature: *Nicole Sage*  
 Printed Name: Nicole Sage - Assistant Secretary  
 Email: mds@Schichtels.com  
Mark Schichtel

FIRM NAME: Schichtel's Nursery, Inc.

City of Sheboygan  
Spring 2023 Street Tree Purchase

Item	Quantity Required	1.5" to 1.75" Bare Root Single Stem WILL NOT accept Container or B&B trees	Price Each	Price Total
1	50	robin hill serviceberry, <i>Amelanchier grandiflora</i> 'Robin Hill' proposed substitution:	\$ 111.00	\$ 5550.00
2	50	ruby slippers maple, <i>Acer glinnala</i> 'Ruby Slippers' acceptable substitution or combination: <i>Acer glinnala</i> 'Flame' proposed substitution:	\$ 88.00	\$ 4400.00
3	50	regal prince oak, <i>Quercus robur x bicolor</i> 'Regal Prince' proposed substitution:	\$ 98.00	\$ 4900.00
4	50	worplesdon sweetgum, <i>Liquidambar styraciflua</i> 'Worplesdon' acceptable substitution or combination: <i>Liquidambar styraciflua</i> 'Moraine' proposed substitution:	\$ 91.00	\$ 4550.00
5	50	exclamation planetree, <i>Platanus x 'Exclamation'</i> proposed substitution:	\$ 56.00	\$ 2800.00
6	50	scarlet oak, <i>Quercus coccinea</i> proposed substitution:	\$ 93.00	\$ 4650.00
7	44	sugar cone maple, <i>Acer saccharum</i> 'Sugar Cone' — 30 Available acceptable substitution or combination: <i>Acer tataricum</i> proposed substitution: → 14 Available	\$ 106.00 \$ 88.00	\$ 3180.00 \$ 1232.00
8	44	seven-son flower, <i>Heptacodium miconioides</i> — 25 Available acceptable substitution or combination: <i>Crataegus crusgalli</i> 'Inermis' proposed substitution: → 19 Available	\$ 115.00 \$ 97.00	\$ 2875.00 \$ 1843.00
9	44	golden glory cornelian cherry, <i>Cornus mas</i> 'Golden Glory' acceptable substitution or combination: <i>Cornus mas</i> 'Saffron Sentinel' proposed substitution:	\$ 98.00	\$ 4312.00
10	44	black tupelo, <i>Nyssa sylvatica</i> proposed substitution:	\$ 140.00	\$ 6160.00
11	44	autumn gold maldenhair tree, <i>Ginkgo biloba</i> 'Autumn Gold' proposed substitution:	\$ 104.00	\$ 4576.00
12	44	european hornbeam, <i>Carpinus betulus</i> proposed substitution:	\$ 121.00	\$ 5324.00
13	44	dawn redwood, <i>Metasequoia glyptostroboides</i> proposed substitution:	\$ 97.00	\$ 4268.00

**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 21 day of September, 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 I. 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 1.<sup>1</sup>

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.<sup>2</sup>

<sup>1</sup> 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 I 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).

<sup>2</sup> 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.<sup>1</sup> 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 I – 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.

<sup>1</sup> 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. Appropriation of Funds**

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. Compliance with Laws**

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:**

**Vendor:**

City Clerk	Chestnut Ridge Nursery
City of Sheboygan	225 Crescent Drive
828 Center Ave.	Orchard Park, NY 14127
Sheboygan, Wisconsin 53083	

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. 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.

#### **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: *Ryan Sorenson*  
Ryan Sorenson, Mayor

BY: *Alyssa N. Smith*  
Alyssa Smith, Office Manager

ATTEST: *Meredith DeBruin*  
Meredith DeBruin, City Clerk

DATE: 9/21/2022

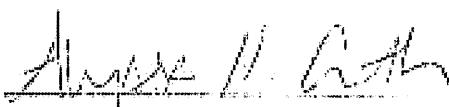
DATE: 9/21/22

This Agreement Authorized by Resolution 6222.23

EXHIBIT 1

14	44	slight green zelkova, <i>Zelkova serrata</i> "Village Green" proposed substitution:	# 71	# 3,124
15	44	scotch's birch, <i>Betula x Sargentii</i> acceptable substitution or combination: <i>Corylus speciosa</i> proposed substitution:	# 80	# 3,520
16	4 (not 44)	japanese stewartia, <i>Stewartia pseudocamellia</i> proposed substitution:	# 115	# 460
Item	Quantity Required	4" to 5" Whip	Price Each	Price Total
17	10	sugar maple, <i>Acer saccharum</i> proposed substitution:	# 18	# 180
18	10	dog bark hickory, <i>Corylus ovata</i> proposed substitution:	# 18	# 180

Firm Name: Chestnut Ridge Nursery, Inc  
 Address: 225 Crescent Drive  
 City, State, Zip: Orchard Park, NY 14127  
 Phone: (716) 735-8643  
 Fax: (716) 648-0743

Authorized Signature:   
 Printed Name: Alison M. Smith  
 Email: al@chestnutridgenursery.com



FIRM NAME: Chestnut Ridge Nursery, Inc.

City of Sheboygan  
Spring 2023 Street Tree Purchase

Item	Quantity Required	1.5" to 1.75" Bare Root Single Stem WILL NOT accept Container or B&B trees	Price Each	Price Total
1	50	robin hill serviceberry, <i>Amelanchier grandiflora</i> 'Robin Hill' proposed substitution: <i>Amelanchier</i> 'Autumn Splendor' <i>OR Amelanchier</i> 'Lumina'	\$ 93	\$ 4,650
2	50	ruby spiners maple, <i>Acer glabrum</i> 'Ruby Spiners' acceptable substitution or combination: <i>Acer glabrum</i> 'Harris' proposed substitution:	\$ 79	\$ 3,950
3	50	regal prince oak, <i>Quercus robur</i> x <i>bicolor</i> 'Regal Prince' proposed substitution:	\$ 79	\$ 3,950
4	50	warp resistant sweetgum, <i>Liquidambar styraciflua</i> 'Warp Resistant' acceptable substitution or combination: <i>Liquidambar styraciflua</i> 'Warrior' proposed substitution:	\$ 73	\$ 3,650
5	50	exclamation plant tree, <i>Platanus</i> 'Exclamation' proposed substitution:	\$ 68	\$ 3,400
6	50	scarlet oak, <i>Quercus coccinea</i> proposed substitution:	\$ 78	\$ 3,900
7	44	super cone maple, <i>Acer saccharum</i> 'Sugar Cone' acceptable substitution or combination: <i>Acer saccharum</i> proposed substitution:	\$ 98	\$ 4,312
8	44	seven son flower, <i>Hastulifera coronata</i> acceptable substitution or combination: <i>Crataegus aragata</i> 'Inermis' proposed substitution: <i>Crataegus aragata</i> 'Inermis'	\$ 70	\$ 3,080
9	44	golden glory carolinian cherry, <i>Comus mas</i> 'Golden Glory' acceptable substitution or combination: <i>Comus mas</i> 'Saffron Sentinel' proposed substitution:	\$ 108	\$ 4,752
10	44	magic tulip, <i>Lysichiton spicata</i> proposed substitution:	\$ 99	\$ 4,356
11	44	autumn gold indian hawthorn, <i>Quercus bicolor</i> 'Autumn Gold' proposed substitution:	\$ 99	\$ 4,356
12	44	europian hornbeam, <i>Cornus alternifolia</i> proposed substitution:	\$ 82	\$ 3,608
13	44	downy redwood, <i>Metopium dioctetoides</i> proposed substitution:	\$ 78	\$ 3,432

II

R. O. No. 66 - 22 - 23. By CITY PLAN COMMISSION. September 19, 2022.

Your Commission to whom was referred Gen. Ord. No. 10-22-23 by Alderperson Heidemann annexing territory owned by the City to the City of Sheboygan, Wisconsin; recommends adopting the Ordinance.

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CITY PLAN COMMISSION

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

City Plan

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 20<sup>th</sup> Ward, 10<sup>th</sup> Aldermanic District, 10<sup>th</sup> Supervisory District, 26<sup>th</sup> Assembly District and the 9<sup>th</sup> Senatorial District, subject to the ordinances, statutes, rules and regulations governing wards and districts.

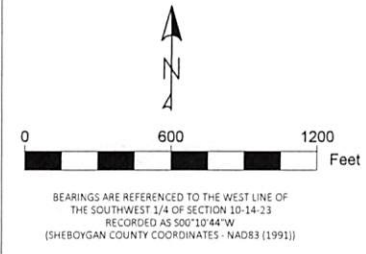
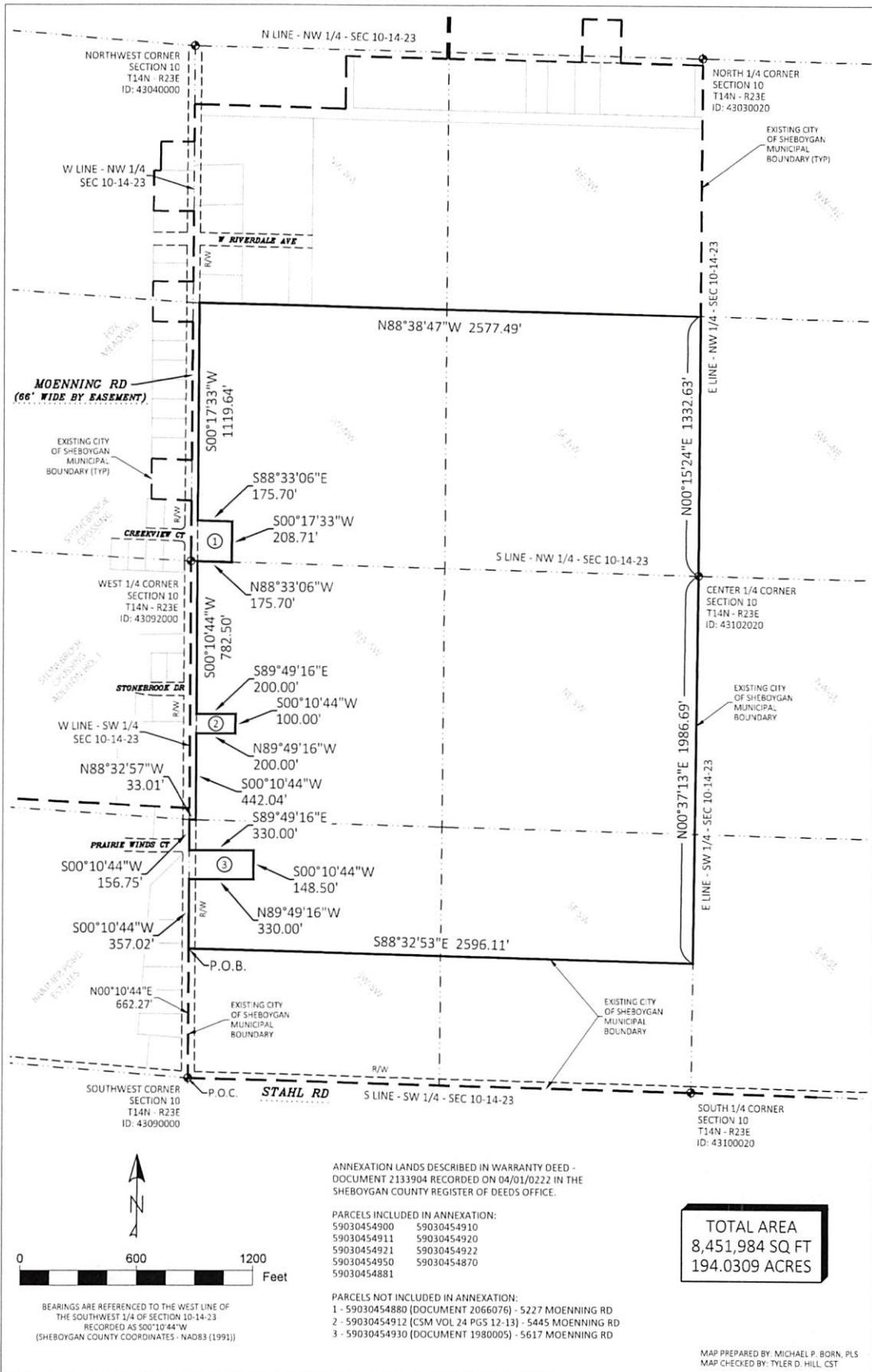
**Section 4. Severability.** If any provision of this ordinance is invalid or unconstitutional, or if the application of this ordinance to any person or circumstances is invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the other provisions or applications of this ordinance 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



ANNEXATION LANDS DESCRIBED IN WARRANTY DEED - DOCUMENT 2133904 RECORDED ON 04/01/0222 IN THE SHEBOYGAN COUNTY REGISTER OF DEEDS OFFICE.

PARCELS INCLUDED IN ANNEXATION:  
 59030454900    59030454910  
 59030454911    59030454920  
 59030454921    59030454922  
 59030454950    59030454870  
 59030454881

PARCELS NOT INCLUDED IN ANNEXATION:  
 1 - 59030454880 (DOCUMENT 2066076) - 5227 MOENNING RD  
 2 - 59030454912 (CSM VOL 24 PGS 12-13) - 5445 MOENNING RD  
 3 - 59030454930 (DOCUMENT 1980005) - 5617 MOENNING RD

**TOTAL AREA**  
 8,451,984 SQ FT  
 194.0309 ACRES

MAP PREPARED BY: MICHAEL P. BORN, PLS  
 MAP CHECKED BY: TYLER D. HILL, CST

**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

Designed By	N/A
Drawn By	MPB
Checked By	TDH
Plot Date	8/1/2022
Project Date	8/1/2022
Sheet No	1 of 2 Sheets

**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 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 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.

LEGAL DESCRIPTION PREPARED BY: MICHAEL P. BORN, PLS  
LEGAL DESCRIPTION CHECKED BY: TYLER D. HILL, CST

**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

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



II

R. O. No. 63 - 22 - 23. By CITY CLERK. September 19, 2022.

Submitting a claim from Erik Boelkow for alleged damages to his home when a city tree fell on it.

FHP

---

CITY CLERK

DATE RECEIVED

9-12-22

RECEIVED BY

MKC

SEP 12 '22 AM 10:16

Item 25.

CLAIM NO.

14-22

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

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

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

- 1. Name of Claimant: Erik Boelkow
- 2. Home address of Claimant: 2625 N 5<sup>th</sup> Street Sheboygan
- 3. Home phone number: 262-408-8874
- 4. Business address and phone number of Claimant: \_\_\_\_\_
- 5. When did damage or injury occur? (date, time of day) 6-15-22 (per phone call)
- 6. Where did damage or injury occur? (give full description) West Side of home
- 7. How did damage or injury occur? (give full description) The city Tree fell on my home. It damaged the roof, gutters, and flashing.
- 8. If the basis of liability is alleged to be an act or omission of a City officer or employee, complete the following:
  - (a) Name of such officer or employee, if known: N/A
  - (b) Claimant's statement of the basis of such liability: N/A
- 9. If the basis of liability is alleged to be a dangerous condition of public property, complete the following:
  - (a) Public property alleged to be dangerous: City Tree,
  - (b) Claimant's statement of basis for such liability: City Tree fell on Home

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

Item 25.

Roof was impacted by tree, Gutter damaged and flashing  
NO Injuries

11. Name and address of any other person injured: \_\_\_\_\_

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

Auto:	\$	<u>0</u>
Property:	\$	<u>815.00</u>
Personal injury:	\$	<u>0</u>
Other: (Specify below	\$	<u>0</u>
<b>TOTAL</b>		\$ <u>815.00</u>

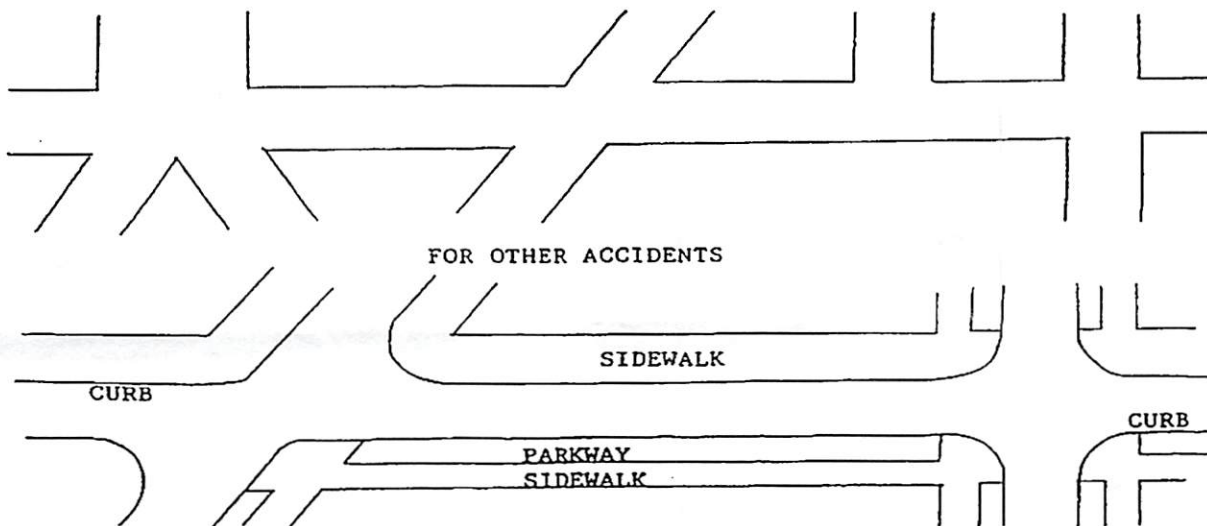
Damaged vehicle (if applicable)

Make: \_\_\_\_\_ Model: \_\_\_\_\_ Year: \_\_\_\_\_ Mileage: \_\_\_\_\_

Names and addresses of witnesses, doctors and hospitals: \_\_\_\_\_

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

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



SIGNATURE OF CLAIMANT \_\_\_\_\_ DATE \_\_\_\_\_

DATE RECEIVED \_\_\_\_\_

RECEIVED BY \_\_\_\_\_ Item 25.

CLAIM NO. \_\_\_\_\_

CLAIM

Claimant's Name: Erik Boelkow  
Claimant's Address: 2625 N 5th Street  
Sheboygan 53083  
Claimant's Phone No. 262-408-8874

Auto \$ 0  
Property \$ 815.00  
Personal Injury \$ 0  
Other (Specify below) \$ 0  
**TOTAL** \$ 815

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

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

The undersigned hereby makes a claim against the City of Sheboygan arising out of the circumstances described in the Notice of Damage or Injury. The claim is for relief in the form of money damages in the total amount of \$ 815.

SIGNED Erik Boelkow DATE: 7-26-22

ADDRESS: 2625 N 5th Street Sheboygan 53083

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



# JOB ESTIMATE

Item 25.

1135 Superior Avenue  
Oostburg, Wisconsin 53070  
Phone: (920) 564-2525  
Fax: (920) 564-6123



P.O. NUMBER	DATE <u>7-7-22</u>
LOT #	JOB #

TO <u>Erik Boelkow</u>		JOB NAME	
ADDRESS <u>2625 N 5th St</u>		ADDRESS	
CITY <u>Shuborgan</u>		CITY	
PHONE ( )	CELL PHONE <u>(262) 409-8874</u>	OTHER ( )	

<b>JOB DESCRIPTION:</b> <u>Gutter on front of house - storm damage</u>		
Install 5" .032 Seamless Aluminum Gutter - Color: <u>Terracotta</u>		<u>\$440.00</u>
3" <u>4"</u> Aluminum Downspouts - Color: <u>Terracotta Reuse old Downspout</u>		
Price Includes Tear off & Disposal <input checked="" type="radio"/> No Tear off <input type="radio"/>		
Gutter Helmet® - Color: <u>-</u>		
<u>Replace Flashing on Roof above Front Door</u>		<u>\$375.00</u>
<u>Front Of House</u>		
ESTIMATED BY: <u>Jim Van Stelle</u>	ESTIMATE JOB COST	<u>815.00</u>

At this time, approximate lead time is Sept/Oct

## ACCEPTANCE OF PROPOSAL

The above prices and specifications listed above are correct. Price includes all materials, tax and labor, but not include unforeseen conditions which may be found after work begun. Scheduling of the job may or may not be affected by adverse weather conditions. You are authorized to do the work as specified. TERMS: NET 30 DAYS; 1-1/2% per month (18% per annum). Finance charge on unpaid balance over 30 days. PRICES VALID FOR 30 DAYS SUBJECT TO CHANGE WITHOUT NOTICE. A construction yard sign will be placed at job site unless you indicate otherwise.

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

\*WHITE COPY: MUST RETURN TO ACCEPT PROPOSAL \* YELLOW COPY: CUSTOMER COPY (LIEN LAW ON REVERSE)

II

R. O. No. 64 - 22 - 23. By CITY CLERK. September 19, 2022.

Submitting a claim from Zeferina Soliz for alleged damages to vehicle when hit by a City garbage truck.

FAP

---

CITY CLERK

SEP 08 2022

DATE RECEIVED \_\_\_\_\_

RECEIVED BY WKE

Item 26.

CLAIM NO. 13-22

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

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

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

- 1. Name of Claimant: Zeferina Soliz
- 2. Home address of Claimant: 2003 Indiana Ave Sheboygan
- 3. Home phone number: 920-254 6351
- 4. Business address and phone number of Claimant: \_\_\_\_\_

5. When did damage or injury occur? (date, time of day) 7/28/2022 8:43am

6. Where did damage or injury occur? (give full description) left side of truck bed and rear of truck, damaging the side of the bed, tail light and tail gate + bumper

7. How did damage or injury occur? (give full description) city garbage truck backed into it while the pickup was parked legally in a parking lane

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

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

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

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

(a) Public property alleged to be dangerous: \_\_\_\_\_

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

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

NO injuries, my truck which was in very good condition for its year is now in need of more than \$5,000 in body repairs.

11. Name and address of any other person injured:

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

Auto: \$ 5,825.63  
 Property: \$  
 Personal injury: \$  
 Other: (Specify below) \$  
**TOTAL \$ 5,825.63**

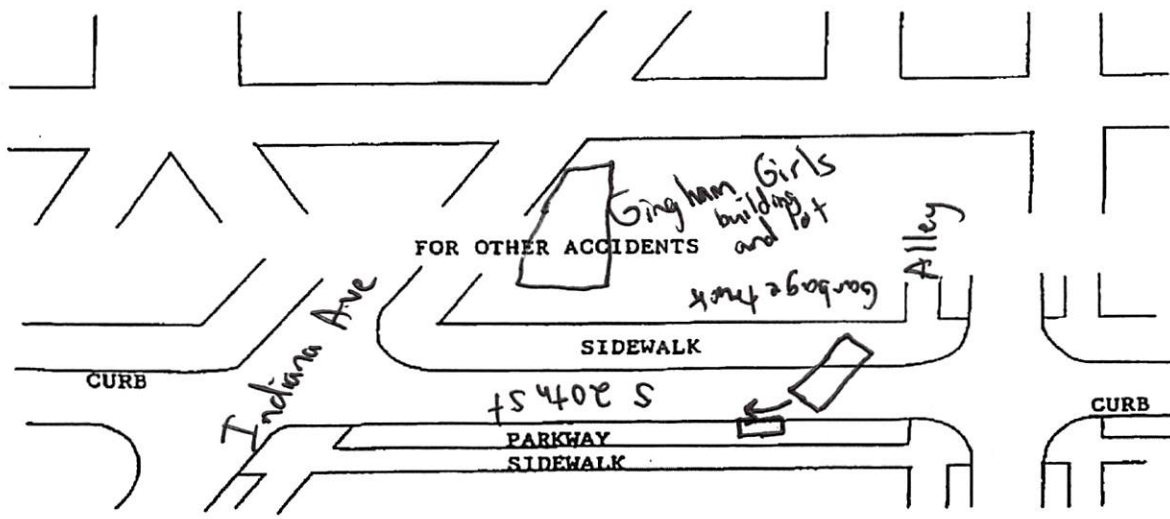
Damaged vehicle (if applicable)

Make: Ford Model: F150 Year: 2001 Mileage:

Names and addresses of witnesses, doctors and hospitals:

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

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



SIGNATURE OF CLAIMANT Zeferrin Saliz DATE 9-7-2022



DATE RECEIVED \_\_\_\_\_

RECEIVED BY \_\_\_\_\_

Item 26.

CLAIM NO. \_\_\_\_\_

CLAIM

Claimant's Name: Zeferita Soliz

Auto \$ 5825.63

Claimant's Address: 2003 Indiana Ave

Property \$ \_\_\_\_\_

Claimant's Phone No. 920 254 6351

Personal Injury \$ \_\_\_\_\_

Other (Specify below) \$ \_\_\_\_\_

**TOTAL** \$ 5825.63

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

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

The undersigned hereby makes a claim against the City of Sheboygan arising out of the circumstances described in the Notice of Damage or Injury. The claim is for relief in the form of money damages in the total amount of \$ 5825.63.

SIGNED

Zeferita Soliz Ramirez

DATE: 9-7-2022

ADDRESS:

2003 Indiana Ave Sheboygan WI 53081

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

CITY OF SHEBOYGAN  
828 CENTER AVENUE

PAYMENT SUMMARY R  
DATE: 08/22/22 CUSTOMER#:  
TIME: 17:00:06  
CLERK: pdmjc310

RECPT#:	173236	PREV BAL:	.25
TP/YR:	P/2022	AMT PAID:	.25
BILL:	173236	ADJSTMNT:	.00
EFF DT:	08/22/22	BAL DUE:	.00

Misc Cash Receipts

-----TOTALS-----

AMT TENDERED:	.25
AMT APPLIED:	.25
CHANGE:	.00

PAID BY: RAMIREZ, ZEFERINA  
PAYMENT METH: CASH  
PAYMENT REF:

TOT PREV BAL DUE	.25
TOT BAL DUE NOW :	.00



**VAN HORN COLLISION CENTER OF SHEBOYGAN**

FAMILY BORN, EMPLOYEE OWNED  
 3624 Kohler Memorial Drive, PO BOX 298,  
 PLYMOUTH WI 53073, SHEBOYGAN, WI 53081  
 Phone: (920) 458-6111

Workfile ID: 01b4b560  
 PartsShare: 6W2bMp  
 Federal ID: 46-4704899

Item 26.

**Preliminary Estimate**

**Customer: geronimo, ZESERINA**

**Job Number:**

Written By: RENE LANGLOIS

Insured: geronimo, ZESERINA  
 Type of Loss:  
 Point of Impact:

Policy #:  
 Date of Loss:

Claim #:  
 Days to Repair: 0

**Owner:**  
 geronimo, ZESERINA

**Inspection Location:**  
 VAN HORN COLLISION CENTER OF SHEBOYGAN  
 3624 Kohler Memorial Drive  
 PO BOX 298, PLYMOUTH WI 53073  
 SHEBOYGAN, WI 53081  
 Repair Facility  
 (920) 458-6111 Business

**Insurance Company:**  
 CITY OF SHEBOYGAN

**VEHICLE**

2001 FORD F-150 XLT Supercab 157" WB 4D P/U 8-4.6L Gasoline SEFI

VIN: 1FTRX17W51NA30697  
 License: PX6054  
 State: WI

Interior Color:  
 Exterior Color:  
 Production Date: 9/2000

Mileage In:  
 Mileage Out:  
 Condition:  
 Vehicle Out:  
 Job #:

**TRANSMISSION**

Overdrive  
 5 Speed Transmission

**POWER**

Power Steering  
 Power Brakes  
 Power Windows  
 Power Locks  
 Power Mirrors

**DECOR**

Dual Mirrors

Privacy Glass  
 Overhead Console

**CONVENIENCE**

Air Conditioning  
 Intermittent Wipers  
 Tilt Wheel

Cruise Control  
 Keyless Entry

**RADIO**

AM Radio

FM Radio  
 Stereo

Search/Seek

CD Player

Cassette

**SAFETY**

Drivers Side Air Bag  
 Passenger Air Bag  
 Anti-Lock Brakes (4)

4 Wheel Disc Brakes

**SEATS**

Cloth Seats  
 Reclining/Lounge Seats

**WHEELS**

Aluminum/Alloy Wheels

**PAINT**

Clear Coat Paint

**TRUCK**

Rear Step Bumper

Preliminary Estimate

Item 26.

Customer: **geronimo, ZESERINA**

Job Number:

2001 FORD F-150 XLT Supercab 157" WB 4D P/U 8-4.6L Gasoline SEFI

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1		<b>PAINT IDENTIFICATION</b>					
2	**	Repl A/M Cover Car		1	5.00		0.2
3		<b>PICK UP BOX</b>					
open	Repl	LT Side panel 6.5 foot bed w/whl opening	F75Z9927841DA	1	1,073.55	11.5	3.0
5		Add for Clear Coat					1.2
6		Set back box assy				1.5	
7	Repl	Tail gate	F65Z9940700AX	1	528.65	1.0	3.0
8		Overlap Major Non-Adj. Panel					-0.2
9		Add for Clear Coat					0.6
10	R&I	Handle w/tail gate lock				Incl.	
11	R&I	LT Wheel opng mldg				0.3	
open	Repl	LT Body side mldg 8 foot bed	NOT USED	1			
13	*	R&I Tail gate mldg				0.3	
open	Repl	Nameplate "F150"	F65Z16720C	1	34.78	0.2	
15	Repl	LT Upper molding 6 1/2 foot bed	XL3Z99291A41BAA	1	136.43	0.6	
16	*	R&I LT Inner panel 6.5 foot bed				4.5	
17		<b>REAR LAMPS</b>					
18	Repl	LT Tail lamp assy	F85Z13405CA	1	33.98	Incl.	
19		<b>REAR BUMPER</b>					
20	R&I	R&I bumper assy				0.6	
21	#	Repl Hazardous waste removal		1	5.00 X		
22	#	Repl Corrosion protection primer		1	25.00 T		0.5
23	#	Subl Admin Fee		1	110.00		
24	#	Rpr Damage from unibody clamps left side				0.5	0.5
25	#	Repl Seam sealer/caulking		1	30.00 T	0.5	
26	#	Repl Panel bond adhesive		1	30.00 T	0.5	
27	#	Rpr Pre scan				1.0 M	
28	#	Rpr Post scan				1.0 M	
<b>SUBTOTALS</b>					<b>2,012.39</b>	<b>24.0</b>	<b>8.8</b>

**Customer: geronimo, ZESERINA**

**Job Number:**

2001 FORD F-150 XLT Supercab 157" WB 4D P/U 8-4.6L Gasoline SEFI

**ESTIMATE TOTALS**

Category	Basis	Rate	Cost \$
Parts			1,922.39
Body Labor	22.0 hrs @	\$ 68.00 /hr	1,496.00
Paint Labor	8.8 hrs @	\$ 68.00 /hr	598.40
Mechanical Labor	2.0 hrs @	\$ 175.00 /hr	350.00
Paint Supplies	8.8 hrs @	\$ 48.00 /hr	422.40
Miscellaneous			90.00
Subtotal			4,879.19
Sales Tax	\$ 4,874.19 @	5.5000 %	268.08
<b>Grand Total</b>			<b>5,147.27</b>
Deductible			0.00
<b>CUSTOMER PAY</b>			<b>0.00</b>
<b>INSURANCE PAY</b>			<b>5,147.27</b>

**MyPriceLink Estimate ID / Quote ID:**

992432371045244928 / 110789218

MOTOR VEHICLE REPAIR PRACTICES ARE REGULATED BY CHAPTER ATCP 132, WIS. ADM. CODE, ADMINISTERED BY THE BUREAU OF CONSUMER PROTECTION, WISCONSIN DEPT. OF AGRICULTURE, TRADE AND CONSUMER PROTECTION, P.O. BOX 8911, MADISON, WISCONSIN 53708-8911.

THIS ESTIMATE HAS BEEN PREPARED BASED ON THE USE OF ONE OR MORE REPLACEMENT PARTS SUPPLIED BY A SOURCE OTHER THAN THE MANUFACTURER OF YOUR MOTOR VEHICLE. WARRANTIES APPLICABLE TO THESE REPLACEMENT PARTS ARE PROVIDED BY THE MANUFACTURER OR DISTRIBUTOR OF THE REPLACEMENT PARTS RATHER THAN BY THE MANUFACTURER OF YOUR MOTOR VEHICLE.

**INVOICE**

ESTIMATE CHARGE

DATE PAID: 8-25-22

Georgia Avenue Body Shop  
1819 Georgia Avenue  
Sheboygan, WI. 53081

CUSTOMER: Zedervia Soliz Ramirez  
ADDRESS: 2003 Indiana Ave  
CITY: Sheboygan STATE: WI ZIP: 53081  
PHONE #: 920 2546351

Estimate charge of \$25.00 to be paid prior to any estimate at our shop.  
\$25.00 Reimbursable at the time of Final Invoice for work done

PAID: Credit Card \$28.00 or Cash or Check \$25.00



Due to a tremendous increase in expenses and overhead dealing with Insurance Companies,  
We regret dropping our free estimate policy.  
Perhaps someday it can return.

GEORGIA AVENUE BODY SHOP, INC.  
1819 GEORGIA AVENUE  
SHEBOYGAN, WI 53081  
PHONE: (920)458-3272 FAX: (920)458-3284

\*\*\* PRELIMINARY ESTIMATE \*\*\*

08/25/2022 02:40 PM

Owner

Owner: Zaferiua Saliz Ramirez  
Address: 2003 Indiana Avenue  
City State Zip: Sheboygan, WI 53081

Work/Day: (920)254-6351  
FAX:

Inspection

Inspection Date: 08/25/2022 02:40 PM  
Primary Impact: Left Rear Corner

Inspection Type:  
Secondary Impact:

Contact: James Miller

Repairer

Repairer: Georgia Ave Body Shop  
Address: 1819 Georgia ave  
City State Zip: Sheboygan, WI 53081  
Email: gabs@gabsinc.biz

Contact: GEORGIA AVENUE  
Work/Day: (920)458-3272  
FAX: (920)458-3284  
Work/Day:

Target Complete Date/Time:

Days To Repair: 11

Vehicle

OEM Part Price Quote ID: \*\*\*\*

2001 Ford F-150 XLT 4 DR Ext Cab Short Bed  
8cyl Gasoline 4.6  
4 Speed Automatic

Lic.Plate: PX6054  
Lic Expire:  
Veh Insp# :  
Condition: Poor  
Ext. Color: Dark Teal  
Ext. Refinish: Two-Stage  
Ext. Paint Code: PNMG2

Lic State: WI  
VIN: 1FTRX17W51NA30697  
Mileage Type: Actual  
Code: P8154C  
Int. Color: Dillon  
Int. Refinish: Two-Stage  
Int. Trim Code: 000ZS

Options - AudaVIN Information Received

**AM/FM CD Player**  
**Anti-Lock Brakes**  
Chrome Step Bumper  
Electronic Compass  
Intermittent Wipers  
Lighted Entry System  
Power Brakes  
Power Steering  
Rear Bench Seat  
Tachometer

**Air Conditioning**  
Automatic Trans  
Cruise Control  
**Floor Mats**  
Keyless Entry System  
**Limited Slip Differential**  
Power Door Locks  
Power Windows  
**Sliding Rear Window**  
Theft Deterrent System

**Aluminum/Alloy Wheels**  
Carpeting  
Dual Airbags  
Full Size Spare Tire  
Leather Steering Wheel  
Overhead Console  
Power Mirrors  
Privacy Glass  
**Split Front Bench Seat**  
Tilt Steering Wheel

Tinted Glass

Velour/Cloth Seats

**AudaVIN options are listed in bold-italic fonts**

**Damages**

Line Op	Guide	MC	Description	MFR.Part No.	Price	ADJ% B%	Hours	R
<b>Stripes And Mouldings</b>								
1	E	442	Mldg,Bedside Pnl Upr LT	XL3Z99291A41BAA	\$136.43		0.4	SM
2	RI	443	Mldg,Bedside Pnl Upr RT	R & I Assembly			0.4	SM
<b>Frame</b>								
3	I	587	Frame Assy,Complete >> CHECK FOR POSSIBLE DAMAGE	Repair			1.0*	FR
4	L	587	Frame Assy,Complete	Refinish 0.6 Surface			0.6	RF
<b>Rear Suspension</b>								
5	P	800	Suspension Check Rear	Check			1.0*	ME
<b>Cab And Components</b>								
6	I	336	Panel,Cab Rear	Repair			4.0*	SM
7	L	336	13 Panel,Cab Rear	Refinish 2.7 Surface 0.6 Two-stage setup 0.5 Two-stage			3.8	RF
<b>Bed</b>								
8	RI	460	Flare,Wheel Opening LT	R & I Assembly			0.3	SM
9	RI	461	Flare,Wheel Opening RT	R & I Assembly			0.3	SM
10	EU	518	Complete Bed Assembly	Replace Recycled	\$1,600.00*		2.5	SM
11	L	518	Complete Bed Assembly	Refinish 8.4 Surface 2.1 Edge 1.8 Two-stage			12.3	RF
12	RI	529	Bed Liner R & I	R & I Assembly			0.5	SM
<b>Back Glass</b>								
13	RI	368	Glass Assy,Sliding	R & I Assembly			2.4	SM
14	RI	454	Mldg Assy,Back Glass	R & I Assembly			INC	SM
<b>Rear Bumper</b>								
15	RI	582	Bumper Assy,Rear Step	R & I Assembly			INC	SM
16	EP	532	Reinf,Rear Bumper	Replace PXN	\$220.00		INC	SM
17	E	122	49 Brkt,Rear Bumper Mtg LT	F75Z17795AA	\$13.12		0.5	SM
18	E	123	49 Brkt,Rear Bumper Mtg RT	F75Z17795AA	\$13.12		0.1	SM
19	E	124	49 Brkt,Rear Bumper Mtg LT	F65Z17C886CA	\$45.15		0.2	SM
20	E	125	49 Brkt,Rear Bumper Mtg RT	F65Z17C886CA	\$45.15		0.2	SM
<b>Rear Body, Lamps And Floor Pan</b>								
21	EP	533	Taillamp Assembly LT	Replace PXN	\$33.00		INC	SM
<b>Manual Entries</b>								
22	L	M14	Corrosion Protection	Refinish	\$30.00*		2.0*	RF
23	N	M30	Collision Repair Material	Additional Labor	\$28.00*			SM
24	N	M60	Hazardous Waste Removal	Additional Labor	\$5.25*			SM
25	N		CAR COVER VAN OR TRUCK	Additional Labor	\$15.00*		1.5*	SM
26	N		BATTERY DISCONNECT	Additional Labor	\$7.50*			ME*
27	E		BED BOLTS Quantity of 6 @ \$15.00* each	Replace OEM	\$90.00*		2.0*	SM*



**27 Items**

MC	Message
13	INCLUDES 0.6 HOURS FIRST PANEL TWO-STAGE ALLOWANCE
49	UNPRINTED ALTERNATE PARTS COMPARE

**Estimate Total & Entries**

OEM Parts		\$342.97	
Other Parts		\$1,938.75	
Paint & Materials	18.7 Hours @ \$46.00	\$860.20	
Parts & Material Total			\$3,141.92
Tax on Parts & Material	@ 5.500%		\$172.81

Labor	Rate	Replace Hrs	Repair Hrs	Total Hrs	
Sheet Metal (SM)	\$65.00	9.8	5.5	15.3	\$994.50
Mech/Elec (ME)	\$90.00		1.0	1.0	\$90.00
Frame (FR)	\$80.00		1.0	1.0	\$80.00
Refinish (RF)	\$65.00	18.7		18.7	\$1,215.50

Labor Total			36.0 Hours		\$2,380.00
Tax on Labor	@ 5.500%			\$130.90	
Gross Total					\$5,825.63
Net Total					\$5,825.63

Alternate Parts Y/07/02/00/05/01 Cumulative 07/02/00/05/01 Zip Code: 53081 Default  
 OEM Part Prices DT 08/25/2022 02:40 PM EstimateID 992152659324575744 QuoteID \*\*\*\*  
 Recycled Parts NOT REQUESTED  
 Rate Name Default

Audatex Estimating 8.1.519 ES 08/25/2022 02:55 PM REL 8.1.519 DT 07/01/2022 DB 08/15/2022

State Disclosure:WI

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2.9 HRS WERE ADDED TO THIS ESTIMATE BASED ON AUDATEX'S TWO-STAGE REFINISH FORMULA.  
 ESTIMATE CALCULATED USING THE 2.5 HOUR MAXIMUM ALLOWANCE FOR TWO-STAGE REFINISH OF NON-FLEX, EXTERIOR SURFACES.

**Op Codes**

* = User-Entered Value	^ = Labor Matches System Assigned Rates	E = Replace OEM
NG = Replace NAGS	EC = Replace Economy	OE = Replace PXN OE Srpls
UE = Replace OE Surplus	ET = Partial Replace Labor	EP = Replace PXN
EU = Replace Recycled	TE = Partial Replace Price	PM = Replace PXN Reman/Reblt
UM = Replace Reman/Rebuilt	L = Refinish	PC = Replace PXN Reconditioned
UC = Replace Reconditioned	TT = Two-Tone	SB = Sublet Repair
N = Additional Labor	BR = Blend Refinish	I = Repair
IT = Partial Repair	CG = Chipguard	RI = R & I Assembly

P = Check

AA = Appearance Allowance

RP = Related Prior Damage



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III

Res. No. 68 - 22 - 23. By Alderpersons Felde and Filicky-Peneski.  
September 19, 2022.

A RESOLUTION authorizing the appropriate City officials to execute liability waiver documents in support of tourism promotion videography activities that have taken place on City-owned or managed property.

WHEREAS, the Wisconsin Department of Tourism, through Travel Wisconsin and HOWDY LLC, ("Travel WI") conducted photography and/or videography activities on and about King Park and the Lake Michigan shoreline in July, 2022; and

WHEREAS, Travel WI desires the City to execute liability waivers for these activities; and

WHEREAS, because the activities have already concluded, the rules are being suspended so that this Resolution may be approved immediately; and

WHEREAS, the City Attorney's Office has reviewed these documents and does not object to their execution.

NOW, THEREFORE, BE IT RESOLVED: That the Mayor is hereby authorized to execute the Location Release and Shoot Location Agreement attached hereto.

*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 \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor



LOCATION RELEASE

JOB NO. 22012\_WIS

PAGE :: 1 : 1

**CLIENT:** TRAVEL WISCONSIN

**DATES:** JULY 24-29, 2022

**PRODUCTION:** WISCONSIN SUMMER 2023

**PRODUCER:** ALEX CALINGAERT

**LOCATION:**

**DESCRIPTION:** LOCATION USAGE IN COMMERCIAL FILMING

For good and valuable consideration, I represent that I am the legal owner of or have the right to permit the filming on and of the Property. I hereby irrevocably grant HOWDY LLC ("Production Company"), their legal representatives, licensees, successors and assigns, ("Authorized Parties") and Wisconsin Dept. of Tourism ("Client"), and those working for them or on their behalf, the right to photograph, videotape, record +/or film the above-described property ("Property") together with any signs, fixtures, appurtenances or other elements affixed to or forming any part of the Property, to copyright such photographs, film and/or videotape (collectively the "Materials"), and to use the Materials in all forms of advertising, trade, publicity and promotion for Client and Client's product +/or services or for any other lawful purposes in all forms of media now existing or hereafter invented.

I waive any inspection or approval of the Materials. I hereby release, discharge and agree to save harmless, Advertiser, its agents and other working for it or on its behalf, from any liability by virtue of any blurring, distortion, alteration, optical illusion or use in composite form, whether intentional or otherwise, that may occur or be produced in the photographing of the Property, or in any subsequent processing of the Materials, or in any publication or other use of the Materials or the finished advertisement(s) incorporating the Materials.

I understand that this release does not obligate Client or Production Company to use the Property in any manner.

I hereby represent and warrant that: (i) I am of legal age; (ii) I am the legal owner or the authorized agent of the legal owner of the Property; (iii) I have the right to enter into this Agreement and to grant the rights granted hereunder and that no other approvals are necessary for use of the Property as described herein; and (iv) I hereby release Client, Production Company and others working for them or on their behalf, from any and all liability that may occur in connection with the photographing of the Property or the use of the Materials. I state further that I have read this Agreement prior to its execution, and I am fully familiar with its contents.

**AGREED TO and ACCEPTED BY:**

\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**PRINT NAME**

\_\_\_\_\_  
**EMAIL**

\_\_\_\_\_  
**ADDRESS**

\_\_\_\_\_  
**PHONE**

\_\_\_\_\_  
**WITNESS SIGNATURE**

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**PRINT NAME**

\_\_\_\_\_  
**TITLE**

**WISCONSIN DEPARTMENT OF TOURISM AND ITS LICENSED PARTIES**  
**SHOOT LOCATION AGREEMENT, AUTHORIZATION AND RELEASE**

1. Grantee hereby irrevocably grants to the **State of Wisconsin Department of Tourism**, its agents and their respective licensees, partners, successors, assigns and all persons functioning under their permission or authority (herein collectively called “the licensed parties”) the absolute right and permission for images, video, likeness, products and/or services of the Subject Property (a full description of which is attached hereto as **Exhibit A**) to appear for advertising and promoting the State of Wisconsin (product or service) in any and all media and publications known or unknown for advertising and promoting the State of Wisconsin (product or service) in any manner or form throughout the world in perpetuity.

2. Grantee agrees that any picture, video, likeness and/or other forms of media taken by the licensed parties is owned by the licensed parties. If Grantee should receive any copy thereof, they shall not authorize its use by anyone else without the express written permission of the licensed parties.

3. Grantee agrees that no material need be submitted to them for further approval and the licensed parties shall be without liability to them for any distortion or illusionary effect.

4. Grantee hereby releases the State of Wisconsin and its officers, members, partners, independent contractors, and affiliates, from any and all liability from property damage, personal injuries, or other claims arising from or in connection with participation in this shoot, including claims that are known and unknown, foreseen and unforeseen, future or contingent. This agreement shall be binding on legal representatives, heirs, successors and assigns.

5. The undersigned represents that Grantee has authority to grant the rights herein, and that he/she is fully authorized by Grantee to grant such rights, and has read and understands the full contents of this agreement, authorization and release.

**GRANTEE:**

\_\_\_\_\_  
LOCATION

\_\_\_\_\_  
REPRESENTATIVE SIGNATURE

\_\_\_\_\_  
REPRESENTATIVE PRINTED NAME

\_\_\_\_\_  
POSITION/TITLE

\_\_\_\_\_  
PHONE NUMBER

\_\_\_\_\_  
DATE

**PRODUCTION LOCATION/IMAGERY DETAILS, PERMISSIONS, ETC.**

III

Res. No. 73 - 22 - 23. By Alderpersons Dekker and Rust.  
September 19, 2022.

A RESOLUTION authorizing a contract with Wallace Tree and Landscape, Inc. for removal of the remaining City street trees and stumps that were damaged during the June 15, 2022 windstorm.

WHEREAS, the City previously secured Emergency Grant 2022\_06\_15 TOR from the State of Wisconsin and recently received an extension until December 31, 2022 to complete work eligible for reimbursement; and

WHEREAS, the City identified over 1,000 street trees damaged by a June 15, 2022 windstorm, most of which have been removed; and

WHEREAS, City staff is unable to remove the remaining damaged trees and stumps by the December 31, 2022 deadline and, therefore, desires to contract this work in order to meet the grant deadline; and

WHEREAS, because this tree and stump removal does not constitute "public construction" as it is a professional services contract, state law does not require that this work be competitively bid; and

WHEREAS, the City's purchasing policy allows contracting for services without competitive bidding if bidding is not practical and if it is the City's best interest; and

WHEREAS, the City has obtained a quotation from Wallace Tree and Landscape, Inc. to remove the remaining 124 damaged street trees and their stumps, as well as an additional 120 stumps, for \$210,798.50; and

WHEREAS, because Wallace Tree and Landscape, Inc. will need as much time as possible to complete this work before the December 31, 2022 deadline, the rules are being suspended to allow immediate contract execution.

NOW, THEREFORE, BE IT RESOLVED: That the City deems removal of the damaged trees and stumps before December 31, 2022 in its best interests as timely completion will entitle the City to reimbursement for these expenses through Emergency Grant 2022\_06\_15 TOR.

BE IT FURTHER RESOLVED: That the Director of Public Works is hereby authorized to enter into a contract with Wallace Tree and Landscape, Inc., for the above-described emergency tree and stump removal.

Suspend Rules  
Adopt Res

BE IT FURTHER RESOLVED: That the appropriate City officials are hereby authorized to draw funds in the amount of \$210,798.50 from Account No. 101331-539100 (Street Maintenance - Storm Damage).

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

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 WALLACE TREE AND LANDSCAPE, INC.  
FOR THE REMOVAL OF TREES AND STUMPS**

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 Wallace Tree and Landscape, Inc. (“Contractor”).

**WITNESSETH:**

WHEREAS, the City is the owner of street trees and stumps throughout the City; and

WHEREAS, over 1000 street trees damaged as a result of a major storm event on June 15, 2022 and since that time has worked to abate the hazards associated with the remaining standing damaged trees: and

WHEREAS, the City has secured an emergency grant, 2022\_06\_15 TOR, from the state to allow reimbursement for qualifying tree work and damage repairs related to the June 15<sup>th</sup> storm with a work deadline of December 31, 2022; and

WHEREAS, the City seeks additional help from a qualified contractor in order to finish the work by the deadline; and

WHEREAS, the City wishes to have specified trees and stumps, identified in this Agreement, removed and restored with topsoil; and

WHEREAS, Contractor possesses the necessary skills and equipment to perform this work and 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 complete removal of the trees, stump grinding, and site restoration as specified in Exhibits 1 and 2.

Contractor shall provide all labor, machinery, equipment, licenses, permits, bonds, and travel expenses to safely and skillfully remove the trees (the “Removal”), shall dispose of all materials from the Removal in a lawful manner (the “Disposal”), and shall cause all stumps remaining from the Removal and other stumps as identified by the City to be ground to a depth of 9” below finished grade (the “Grinding”).<sup>1</sup> Contractor shall appropriately restore the tree locations (the “Restoration”). More particular specifications are noted below:

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<sup>1</sup> If underground obstacles, such as utilities, are present directly under the stumps to be ground, Grinding may be terminated at a depth of 5” below the finished grade. Removal: Contractor will utilize equipment such as man lifts or



**Grinding:** The tree trunk shall be removed down to a level off of grade that will allow the stump to be efficiently ground out of the soil. Contractor will contact Diggers Hotline at least three business days prior to grinding stumps. When no underground obstacles, such as utilities, are known to exist, stumps shall be ground to a minimum depth of at least 9” below grade. If underground obstacles are present directly under the stumps to be ground, grinding may be terminated at a depth of 5” below grade.

**Disposal:** All logs, limbs, leaves, wood chips, and cord wood resulting from the tree removal is the property of the Contractor, and shall be removed from the area and disposed of in a lawful manner.

**Restoration:** Contractor shall remove wood chips created by the stump grinding from the hole to a level practical to ensure future grass growth. Wood chips and soil thrown beyond the hole shall be promptly cleaned up. Holes and depressions shall be filled with screened topsoil free of stones, clay, clumps, and foreign matter. Soil placed into the hole shall be compacted to guard against depressions settling in the future, with the top raked to ensure it is level with the surrounding lawn. The patch shall be seeded with good quality grass seed free from excess weeds. A top coat of mulch shall be applied to promote moisture retention, seed germination and grass growth. If weather conditions are not conducive to seed germination, Contractor shall conduct a future seed application acceptable to the City’s Project Manager.

**Clean-up:** Before leaving a work area, Contractor shall ensure that all materials created during the work have been removed and cleaned up, and that the area is left in a similar condition to when the Contractor mobilized on site.

**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.

Best practices shall be used in the handling of Ash trees known to have been infected with Emerald Ash Borer.

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 must obtain all necessary information in regard to existing utilities. Contractor is responsible for coordinating disconnection of overhead utilities when such utilities will be or could possibly be adversely impacted during the Services. Possible utilities include Electric Power (Alliant Energy), Telephone Service (AT&T), and Cable Television (Spectrum).

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bucket trucks to access the upper branches of the canopy and safely remove the branches to prepare the tree for removal. Contractor shall first remove the upper branches of the canopy to prepare the tree for removal. Branches shall be chipped on-site. Contractor shall then remove the trunk of the tree, beginning with the uppermost large limbs and continuing down to ground level. Trunks shall be removed in small enough pieces to allow them to be safely placed at ground level. Contractor may fell a tree in its entirety as long as the tree can be removed safely without injury or damage to streets, curbs, or surrounding property. As mentioned elsewhere in this Agreement, Contractor is responsible for any damage caused as a result of its removal of trees.

Contractor shall give notice to the proper authorities in charge of streets, gas and water pipes, electric and other conduits, railroad, poles, catch basins, sewers, public safety agencies, and all other property and residents that may be affected by Contractor’s operations, at least three business days before beginning operations. Contractor shall not hinder or interfere with any persons in the protection of such property or with the operations of utilities at any time. Contractor shall protect such utilities from damage and unnecessary exposure. The cost of repairing any damage to utilities shall be the Contractor’s responsibility.

Contractor will need to plan the work in advance of mobilization and coordinate with the City’s Representative.

**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”). Contractor shall specifically use industry best practices with respect to handling Ash trees known to have been infested with Emerald Ash Borer. The City’s Representative shall be the sole judge of the adequacy of Contractor’s work in meeting the Standard of Care; however, the City’s Representative shall not unreasonably withhold its approval as to the adequacy of Contractor’s performance. Upon notice to Contractor, Contractor will, without additional compensation, correct or replace any and all Services not meeting the Standard of Care which appear within a period of one year from the date of final payment of the Contract.

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

**Article 3. City’s Representative**

The City designates the Tim Bull, City Forester, as the City’s Representative for purposes of this Agreement. If the City’s Representative deems it appropriate, he 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 \$210,798.50, as set forth below:

- Grind and Restore 120 stumps \$ 62,590.00
- Removal of 124 Specified Trees and Grind and Restore Stumps \$148,208.50
- \$210,798.50

The parties acknowledge that this Agreement is funded through a State grant, which expires December 31, 2022. Therefore, in the event of partial completion of Services, Contractor shall be paid pro rata for actual services rendered and shall not be entitled to the full compensation amount owed if all work was timely completed. Invoices shall be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice.

Tim Bull  
 City of Sheboygan  
 2026 New Jersey Ave  
 Sheboygan, WI 53081

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

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

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

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

#### **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 promptly after receiving a Notice to Proceed from the City's Representative. All work shall be coordinated with the City's Representative. Because funding available for this project expires December 31, 2022, Contractor shall endeavor to

complete the services on or before December 31, 2022. Thereafter, the City, at its own option, may elect to allow Contractor additional time to complete the work or may determine to not grant an extension. If an extension is not granted, City shall pay Contractor for actual services rendered instead of the full compensation amount noted in Article 4. Contractor shall not complete any services in accordance with this Agreement after December 31, 2022 without express, written consent of City's representative.

#### **Article 8. 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 conforms to all contractual requirements. The decision as to whether or not such material or equipment is equal to that specified shall be made by the City's Representative. The approval by the City's Representative of alternate material or equipment as being equivalent to that specified shall not in any way relieve Contractor of responsibility for failure of the material or equipment due to faulty design, material, or workmanship, to perform the function required by the contract documents. The City's Representative shall be the sole and final judge of equivalency.

#### **Article 9. Safety Requirements**

All materials, equipment, and supplies provided to the City must fully comply with all safety requirements set forth under state and federal law. Contractor shall be responsible for the safety of employees at all times and shall provide all equipment necessary to insure their safety. Contractor shall ensure the enforcement of all applicable safety rules, regulations, ordinances, and laws, whether federal, state, or local.

#### **Article 10. 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 11. 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 12. 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 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 13. 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 14. 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 15. 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 16. 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 sublet, 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.
- c. Comprehensive Automobile Liability and Property Damage – 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 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, WI 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 17. 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 18. 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 19. 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 20. 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 21. 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 22. 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 23. 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, 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 24. Compliance with Laws**

Sheboygan County is within an Emerald Ash Borer non-attainment zone. Contractor shall comply with all regulations regarding the export of wood harvested under this Agreement. 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 25. Notices**

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

**City:****Contractor:**

City Forester	Mr. Lance Wallace
City of Sheboygan	Wallace Tree and Landscape, Inc.
2026 New Jersey Ave	6115 N. Flint Road
Sheboygan, Wisconsin 53081	Glendale, WI 53209

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

**Article 26. 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 27. 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 28. Integration and Modification**

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

1. This Agreement and its Exhibits
2. Any Written Amendment to the Agreement which may be delivered or issued after the Effective Date of the Agreement (including Change Orders)
3. The Performance and Payment Bonds (collectively “the Contract”)
4. Federal Terms & Conditions Addendum (applicable whenever federal money may be used)

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 29. Non-Collusion**

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

1. The prices in its estimate 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 competitor.
2. No attempt was made to induce any other person, partnership, or corporation to submit or not submit a quote for the purpose of restricting competition.

**Article 30. 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:** \_\_\_\_\_  
David Biebel, Director of Public Works

**BY:** \_\_\_\_\_  
Mr. Lance Wallace, President

**DATE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

Approved by Res. No. \_\_\_\_\_-22-23

## Exhibit 1: Stump Locations

Column1	Address of Stump	Species	Latitude	Longitude	Stump Diameter
1	3924 S 22ND ST	MAPLE	43.71360 9	-87.734501	16
2	2004 CARMEN AVE	PLUM	43.71375 8	-87.730946	20
3	3606 S 17TH PL	ASH	43.71706 9	-87.728489	19
4	1606 GREENFIELD AVE	MAPLE	43.71730 1	-87.726424	27
5	1405 PARKWOOD BLVD	ASH	43.71611 9	-87.724032	22
6	120 VOLLRATH BLVD	ASH	43.76845 2	-87.704447	17
7	2304 N 3RD ST	CRABAPPLE	43.76945 2	-87.704562	12
8	2531 S 18TH ST	MAPLE	43.72698 3	-87.729054	17
9	305 BELL AVE	ASH	43.77017	-87.704664	16
10	2322 N 3RD ST	ASH	43.76983 6	-87.70467	26
11	1303 UNION AVE	LINDEN	43.73183 4	-87.722278	28
12	2212 WEDEMEYER ST	LINDEN	43.73050 1	-87.721004	40
13	2317 S 9TH ST	MAPLE	43.72926 6	-87.714712	14
14	2429 N 5TH ST	ELM	43.77112 3	-87.707797	20
15	2428 N 4TH ST	LINDEN	43.77127 7	-87.706455	27
16	406 CLIFTON AVE	LINDEN	43.77137	-87.706623	21
17	2111 S 10TH ST	ASH	43.73146 6	-87.7162	20
18	412 CLEMENT AVE	MAPLE	43.77229 5	-87.706716	24
19	520 CLIFTON AVE	LINDEN	43.77135 9	-87.708804	22
20	2501 N 6TH ST	LINDEN	43.77136 3	-87.709218	28
21	2511 N 6TH ST	MAPLE	43.77168 7	-87.709458	24
22	412 BLACKSTOCK AVE	MAPLE	43.77377 8	-87.706727	13
23	1802 S 19TH ST	LINDEN	43.73472	-87.731778	20

24	2330 N 6TH ST	MAPLE	43.77003 8	-87.709588	16
25	1617 S 19TH ST	LINDEN	43.73691 1	-87.730941	29
26	2506 N 7TH ST	LINDEN	43.77148 2	-87.711377	20
27	2429 N 7TH ST	MAPLE	43.7712	-87.711163	26
28	1521 S 20TH ST	LINDEN	43.73789 5	-87.732065	20
29	2324 N 7TH ST	ASH	43.76988 3	-87.711379	16
30	2305 N 7TH ST	LINDEN	43.76941 5	-87.711161	23
31	2232 N 7TH ST	LINDEN	43.76927 8	-87.711374	26
32	2521 N 8TH ST	MAPLE	43.77188 8	-87.712837	33
33	2314 N 9TH ST	LINDEN	43.76978 5	-87.714697	28
34	1103 NORTH AVE	LINDEN	43.77349 7	-87.718027	23
35	2614 N 12TH ST	LINDEN	43.77293 6	-87.719906	26
36	2524 N 12TH ST	HORSE CHESTNUT	43.77200 4	-87.719698	28
37	2834 ASHBY CT	ASH	43.73781 8	-87.745945	19
38	2518 N 12TH ST	LINDEN	43.77182 9	-87.719696	26
39	2415 N 12TH ST	MAPLE	43.77079 9	-87.719503	24
40	1236 BELL AVE	MAPLE	43.77049	-87.721512	26
41	1236 BELL AVE	CEDAR	43.77110 5	-87.721435	30
42	1236 BELL AVE	CEDAR	43.77111 5	-87.721369	20
43	1222 LOS ANGELES AVE	CEDAR	43.77133	-87.720564	21
44	2309 KROOS CT	LINDEN	43.76967 6	-87.719998	24
45	1416 MAIN AVE	LINDEN	43.77304 8	-87.723677	28
46	513 HIGHLAND TER	LINDEN	43.77512 4	-87.708191	22
47	524 HIGHLAND TER	LINDEN	43.77517	-87.708458	25

48	535 HIGHLAND TER	LINDEN	43.77489 7	-87.708962	22
49	2901 N 6TH ST	LINDEN	43.77643 2	-87.709285	15
50	2901 N 6TH ST	LINDEN	43.77645 6	-87.709044	15
51	431 CENTER AVE	LINDEN	43.75063 4	-87.70758	31
52	2001 N 3RD ST	MAPLE	43.76620 7	-87.701942	34
53	2001 N 3RD ST	MAPLE	43.76617 8	-87.701528	17
54	2001 N 3RD ST	CEDAR	43.76666	-87.701341	25
55	2001 N 3RD ST	CEDAR	43.76666	-87.701341	27
56	3312 N 6TH ST	ASH	43.77994 7	-87.710066	23
57	1924 N 2ND ST	LINDEN	43.76552 6	-87.703252	36
58	615 PERSHING AVE	ASH	43.77984 7	-87.710444	22
59	731 PERSHING AVE	ASH	43.77984 9	-87.712723	19
60	619 NATIONAL AVE	MAPLE	43.76254 7	-87.710397	24
61	3500 N 8TH ST	COTTONWOOD	43.78202 1	-87.714615	32
62	534 MICHIGAN AVE	MAPLE	43.75877	-87.709493	20
63	3318 N 8TH ST	LINDEN	43.78028 1	-87.713062	23
64	3306 N 8TH ST	LINDEN	43.78003 7	-87.713063	26
65	1132 HURON AVE	MAPLE	43.75970 9	-87.719245	19
66	1824 N 12TH ST	MAPLE	43.76474 8	-87.719853	18
67	1220 TRIMBERGER CT	ASH	43.76706 5	-87.720534	20
68	1228 TRIMBERGER CT	MAPLE	43.76706	-87.720757	50
69	731 HIGHLAND TER	LINDEN	43.77458 1	-87.712694	23
70	2024 N 10TH ST	LINDEN	43.76711 9	-87.716373	36
71	3500 N 8TH ST	WILLOW	43.78199 3	-87.714572	20
72	1949 N 9TH ST	ASH	43.76624 9	-87.7145	21

73	1924 N 11TH ST	LINDEN	43.76551 2	-87.718039	39
74	1104 LINCOLN AVE	MAPLE	43.76483 9	-87.718236	32
75	814 GRAND AVE	MAPLE	43.77799 5	-87.713777	21
76	1720 N 11TH ST	LINDEN	43.76351 4	-87.718033	17
77	826 GRAND AVE	MAPLE	43.77799 7	-87.713913	24
78	3103 N 9TH ST	LINDEN	43.77833 1	-87.714526	20
79	3225 N 9TH ST	LINDEN	43.77954 5	-87.714526	23
80	1620 DIVISION AVE	MAPLE	43.77254	-87.727082	22
81	3332 N 10TH ST	CRABAPPLE	43.78089 4	-87.716363	12
82	3226 N 10TH ST	CRABAPPLE	43.77977 2	-87.716365	12
83	1602 MAIN AVE	MAPLE	43.77305 4	-87.726397	36
84	3106 N 10TH ST	LINDEN	43.77803 4	-87.716542	23
85	1619 NORTH AVE	GINKGO	<Null>	<Null>	4
86	1206 GRAND AVE	LINDEN	43.77809 3	-87.720008	19
87	2325 N 20TH ST	HONEYLOCUST	43.77065 8	-87.73256	35
88	1332 GRAND AVE	MAPLE	43.77808 6	-87.722351	17
89	1914 N 20TH ST	MAPLE	43.76616 6	-87.732714	26
90	2316 N 22ND ST	ASH	43.77031 4	-87.735248	13
91	2322 COOPER AVE	LINDEN	43.77003	-87.737603	27
92	2237 N 26TH ST	MAPLE	43.76955 8	-87.740077	25
93	1824 N 25TH ST	MAPLE	43.76507 3	-87.739085	23
94	1828 N 26TH ST	ASH	43.76518 9	-87.740267	37
95	2030 N 28TH ST	LINDEN	43.76720 3	-87.743323	40
96	1207 ELM TREE RD	LINDEN	43.78371 2	-87.720242	12

97	1208 ELM TREE RD	MAPLE	43.78391 2	-87.720154	13
98	2609 N 10TH ST	MAPLE	43.77273 9	-87.716172	18
99	1233 MAC ARTHUR AVE	LINDEN	43.78077 4	-87.720981	21
100	1346 MAC ARTHUR AVE	LINDEN	43.78089	-87.723395	17
101	1422 PERSHING AVE	MAPLE	43.77995 2	-87.723881	20
102	3311 N 13TH ST	CRABAPPLE	43.78028 3	-87.721913	9
103	3223 N 13TH ST	LINDEN	43.77982 9	-87.721451	21
104	3226 N 11TH ST	LINDEN	43.77983 1	-87.718221	25
105	1114 PERSHING AVE	LINDEN	43.77994 7	-87.718418	25
106	1035 PERSHING AVE	MAPLE	43.77968	-87.717852	10
107	2635 N 30TH ST	ASH	43.77321 5	-87.74573	19
108	3602 N 21ST ST	ASH	<Null>	<Null>	14
109	3603 N 21ST ST	ASH	<Null>	<Null>	13
110	2408 MAYFLOWER AVE	LINDEN	43.77736 4	-87.737689	20
111	2335 MAYFLOWER AVE	LINDEN	43.77725 2	-87.737489	20
112	2332 MAYFLOWER AVE	LINDEN	43.77736 5	-87.737217	20
113	3108 N 21ST ST	LINDEN	43.77840 7	-87.73471	12
114	3222 SILVER LEAF LN	LINDEN	43.77974 8	-87.737099	23
115	2424 Pershing Ave	ELM	<Null>	<Null>	14
116	3401 CALUMET DR	SPRUCE	43.78097 2	-87.745469	17
117	3212 N 28th St	WALNUT	<Null>	<Null>	18
118	2408 MAYFLOWER AVE	LINDEN	43.77736 9	-87.737884	30
119	1316 N 30TH ST	ASH	43.75899 9	-87.745983	23
120	2314 N 25TH ST	ASH	43.77031 4	-87.739061	20



## Exhibit 2: Tree Locations

Column1	Address of Tree	Species	Latitude	Longitude	DBH
1	734 N 7th St APT 205	MAPLE	43.752558	-87.711169	20
2	1219 N 15TH ST	MAPLE	43.758118	-87.724517	23
3	1317 N 15TH ST	MAPLE	43.759191	-87.724526	24
4	1559 N 15TH ST	MAPLE	43.762474	-87.724538	16
5	1834 SAEMANN AVE	LINDEN	43.764387	-87.730905	22
6	1829 N 19TH ST	MAPLE	43.765178	-87.731405	10
7	1841 GEELE AVE	MAPLE	43.768168	-87.7314	18
8	2228 KOHLS CT	MAPLE	43.769273	-87.730808	18
9	2432 N 22ND ST	ASH	43.77145	-87.735246	24
10	2421 N 27TH ST	MAPLE	43.771463	-87.741082	9
11	2407 N 28TH ST	LINDEN	43.771052	-87.743142	20
12	2226 N 30TH ST	LINDEN	43.769151	-87.745986	16
13	3008 NORTH AVE	ASH	43.774195	-87.745871	16
14	2728 N 30TH ST	ASH	43.774792	-87.745867	29
15	3630 BONNIE CT	LINDEN	43.772836	-87.75561	16
16	2735 GRACE AVE	LINDEN	43.765428	-87.742421	18
17	1627 N 27TH PL	ASH	43.762828	-87.742548	19
18	2321 GEELE AVE	MAPLE	43.767693	-87.7388	22
19	2321 GEELE AVE	MAPLE	43.767433	-87.737784	19
20	1846 N 24TH ST	MAPLE	43.765605	-87.737769	12
21	1917 N 21ST ST	ASH	43.766339	-87.733824	30
22	3005 N 25TH ST	LINDEN	43.777365	-87.738573	14
23	2413 MAYFLOWER AVE	LINDEN	43.777253	-87.738079	17
24	2214 PERSHING AVE	LINDEN	43.77986	-87.736492	15
25	2404 SILVER LEAF LN	ASH	43.779099	-87.737917	13
26	2410 SILVER LEAF LN	ASH	43.779096	-87.738149	14
27	3203 N 26TH ST	ASH	43.779358	-87.740009	16
28	1234 MAC ARTHUR AVE	MAPLE	43.78089	-87.721061	13
29	1214 MAC ARTHUR AVE	MAPLE	43.780888	-87.720479	16
30	1341 PERSHING AVE	MAPLE	43.779834	-87.723036	10
31	1408 PERSHING AVE	MAPLE	43.779956	-87.723165	13
32	3122 N 12TH ST	ASH	43.778712	-87.719712	21
33	3116 N 12TH ST	LINDEN	43.778454	-87.719716	29
34	3112 N 12TH ST	ASH	43.778293	-87.719711	35
35	1226 GRAND AVE	LINDEN	43.778082	-87.720699	18
36	1206 GRAND AVE	LINDEN	43.778083	-87.720194	20
37	3106 N 10TH ST	MAPLE	43.778105	-87.716373	20
38	3025 N 10TH ST	ASH	43.777713	-87.716163	20
39	3024 N 9TH ST	LINDEN	43.777631	-87.714689	18

40	3114 N 9TH ST	LINDEN	43.778367	-87.714692	16
41	3123 N 9TH ST	LINDEN	43.778637	-87.714527	15
42	731 PERSHING AVE	LINDEN	43.779775	-87.712868	16
43	726 PERSHING AVE	ASH	43.779944	-87.71235	16
44	3306 N 8TH ST	LINDEN	43.78016	-87.713063	20
45	3610 N 8TH ST	APPLE	<Null>	<Null>	6
46	806 GRAND AVE	LINDEN	43.778064	-87.71304	20
47	2744 N 7TH ST	LINDEN	43.775111	-87.711373	20
48	2718 N 7TH ST IN CENTER BLVD	MAPLE	43.774291	-87.711158	19
49	2640 N 7TH ST	LINDEN	43.773477	-87.711376	16
50	2629 N 7TH ST	LINDEN	43.772393	-87.711163	13
51	2629 N 7TH ST	GINKGO	43.771948	-87.711269	16
52	2629 N 7TH ST	MAPLE	43.771943	-87.711159	16
53	534 EUCLID AVE	MAPLE	43.769394	-87.709446	22
54	510 CLIFTON AVE	LINDEN	43.771364	-87.708419	16
55	409 CLIFTON AVE	MAPLE	43.771273	-87.706647	16
56	333 CLIFTON AVE	LINDEN	43.771275	-87.705911	23
57	2407 N 3RD ST	LINDEN	43.77052	-87.70456	13
58	2622 N 3RD ST	MAPLE	43.77297	-87.705932	13
59	2636 N 5TH ST	LINDEN	43.773177	-87.708187	16
60	520 CLEMENT AVE	MAPLE	43.772269	-87.708803	15
61	520 HIGHLAND TER	LINDEN	43.77522	-87.708189	20
62	2117 N 5TH ST	MAPLE	43.768157	-87.707788	12
63	1918 N 4TH ST	MAPLE	43.765257	-87.706309	16
64	1528 N 4TH ST	LINDEN	43.761544	-87.706339	20
65	1503 N 2ND ST	MAPLE	43.760775	-87.70245	23
66	1826 N 8TH ST	LINDEN	43.764509	-87.713034	26
67	2002 N 8TH ST	LINDEN	43.766482	-87.713343	21
68	2003 N 9TH ST	LINDEN	43.766487	-87.714258	20
69	1002 BELL AVE	MAPLE	43.770398	-87.716511	21
70	2639 N 8TH ST	MAPLE	43.773557	-87.712841	12
71	1016 NORTH AVE	ASH	43.773944	-87.717009	29
72	1033 NORTH AVE	MAPLE	43.773696	-87.717837	18
73	2625 N 11TH ST	LINDEN	43.773025	-87.717709	17
74	1034 LOS ANGELES AVE	ASH	43.771429	-87.717835	25
75	2627 N 12TH ST	LINDEN	43.773037	-87.719314	17
76	1239 NORTH AVE	MAPLE	43.773779	-87.72121	24
77	1245 NORTH AVE	LINDEN	43.773775	-87.721325	30
78	1626 DIVISION AVE	MAPLE	43.772541	-87.727269	16
79	1236 BELL AVE	LINDEN	43.771013	-87.720515	16
80	2427 N 12TH ST	MAPLE	43.771118	-87.719495	21

81	2403 N 12TH ST	MAPLE	43.770413	-87.719352	21
82	1127 BELL AVE	MAPLE	43.77032	-87.719089	17
83	2318 KROOS CT	LINDEN	43.769966	-87.720143	18
84	2134 S 15TH ST	LINDEN	43.730966	-87.725111	16
85	2409 S 16TH ST	LINDEN	43.728668	-87.72611	18
86	1505 MEAD AVE	LINDEN	43.727735	-87.72487	23
87	2704 S 19TH ST	LINDEN	43.725934	-87.730413	22
88	1542 FLORIDA AVE	MAPLE	43.718312	-87.726491	19
89	3613 S 10TH ST	ASH	43.717241	-87.717463	16
90	4007 S 12TH PL	LINDEN	43.711605	-87.721604	16
91	1335 KINGS CT	ASH	43.711384	-87.723296	21
92	1384 KINGS CT	ASH	43.710859	-87.724488	17
93	3634 S 17TH PL	ASH	43.716321	-87.72851	17
94	823 JACKSON AVE	LINDEN	43.724901	-87.713897	20
95	2220 UNION AVE	MAPLE	43.732457	-87.736721	16
96	1721 S 24TH ST	MAPLE	43.735004	-87.736764	18
97	901 SWIFT AVE	MAPLE	43.733361	-87.714719	11
98	2418 DAVID AVE	MAPLE	43.737555	-87.737577	18
99	1610 S 9TH ST	MAPLE	43.736513	-87.714719	28
100	1606 S 9TH ST	MAPLE	43.736587	-87.714717	20
101	1646 S 26TH ST	LINDEN	43.736176	-87.739316	25
102	1601 S 8TH ST	MAPLE	43.736827	-87.712515	15
103	2420 ELM AVE	MAPLE	43.734067	-87.737751	17
104	1714 S 22ND ST	ASH	43.735192	-87.734306	18
105	701 S 14TH ST	HORSE CHESTNUT	43.746667	-87.722717	17
106	1537 S 19TH ST	LINDEN	43.737458	-87.730833	22
107	2119 BROADWAY AVE	LINDEN	43.735629	-87.733956	18
108	2417 PERSHING AVE	LINDEN	43.779746	-87.738624	17
109	2423 PERSHING AVE	LINDEN	43.779768	-87.738858	16
110	2607 MAC ARTHUR AVE	ASH	43.780955	-87.740353	20
111	1528 N 5TH ST	MAPLE	43.762775	-87.708	16
112	426 GEELE AVE	LINDEN	43.768396	-87.707281	24
113	2311 N 5TH ST	LINDEN	43.769575	-87.707784	26
114	430 CLIFTON AVE	MAPLE	43.77137	-87.707477	19
115	513 HIGHLAND TER	LINDEN	43.775054	-87.707646	18
116	530 HIGHLAND TER	LINDEN	43.775056	-87.708808	19
117	538 HIGHLAND TER	LINDEN	43.775007	-87.708937	16
118	2314 N 25TH ST	ASH	43.770125	-87.739065	19
119	1326 N 12TH ST	MAPLE	43.759572	-87.720001	14
120	1729 N 13TH ST	LINDEN	43.763819	-87.7219	22
121	1818 N 13TH ST	MAPLE	43.764223	-87.722092	13

122	1818 N 13TH ST	MAPLE	43.764327	-87.722093	16
123	2019 N 10TH ST	MAPLE	43.767101	-87.716178	22
124	1021 BLUFF AVE	MAPLE	43.766404	-87.717189	23

Trees can be viewed by using this map link

<https://gis.sheboyganwi.gov/portal/home/webmap/viewer.html?webmap=7ff5791e34d449c09e33810974cbcd7>

**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 Agreement 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 the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

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

7. **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 supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, Contractor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractor is required to pay wages not less than once a week. **Note: this paragraph is not applicable to contracts paid for solely 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 as of the date of termination shall, at the option of City, become property of City. Notwithstanding the above, Contractor shall not be relieved of liability to City for damages sustained by City by virtue of any breach of the Contract, and City shall retain its remedies under law.

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

17. **Domestic Preferences for Procurements.** Pursuant to 2 CFR §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 31 C.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.

19.6. Title IX of the Education Amendments of 1972 (Title IX), (20 U.S.C. 1681 et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 28, which prohibits discrimination on the basis of sex in any federally funded education program or activity

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 Agreement 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 Agreement shall be retained for a period of five (5) years after all of the City's funds have been expended or returned to the Treasury Department, whichever is later.

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

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

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

**This form is required only for subrecipient funding of more than \$100,000**

**CERTIFICATION REGARDING LOBBYING**

The undersigned certifies, to the best of their knowledge and belief, that:

1. 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)

**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](http://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)

III

Res. No. 72 - 22 - 23. By Alderpersons Mitchell and Filicky-Peneski.  
September 19, 2022.

A RESOLUTION authorizing the IT Director to execute all necessary documents to enter into a further contract with Darktrace Holdings Limited related to cybersecurity.

WHEREAS, cybersecurity is the practice of protecting critical systems and sensitive information from digital attacks; and

WHEREAS, in 2020, in the United States, the average cost of a data breach was \$8.64 million; and

WHEREAS, it is in the best interest of the City that a robust cybersecurity system be in place; and

WHEREAS, City IT staff has previously recommended that Darktrace Holdings Limited ("Darktrace") be part of that cybersecurity system; and

WHEREAS, via Res. No. 76-21-22, the City has previously entered into a Darktrace Master Customer Agreement governing various purchases related to the Darktrace cybersecurity system, a copy of which is available at <https://www.darktrace.com/resources/legal-online-terms.pdf>; and

WHEREAS, the City has seen an uptick in attempted digital attacks aimed at its email system, leading City staff to recommend the purchase of additional protection within the Darktrace system that is designed to protect the city's email system from such attacks; and

WHEREAS, given the inherently sensitive nature of cybersecurity, the exact product or products being obtained from Darktrace has intentionally been omitted from this Resolution; and

WHEREAS, both City IT staff and the City Attorney have reviewed the Terms and Conditions of the Agreement for the additional protection and have negotiated those terms to the advantage of the City, including price reductions, a non-appropriation clause, and a delay of the first payment so that the payment may be made in the 2023 budget year even though coverage will begin earlier; and

WHEREAS, the negotiated cost of the additional protection will be no more than \$86,568 for the new service through September 30, 2026, and \$31,208 for the extension of the previous service for 11 months so that all services terminate at the same time, thus requiring council approval; and

WHEREAS, the Finance Director has previously been authorized to make all necessary accounting entries to accurately reflect the prior purchase in

Suspend Rules  
Adopt Res

the City's Financial Statements, including initially reflecting the total value of the contract as a Prepaid Asset, and she should be authorized to do the same with regard to the additional prepaid expenditures authorized by this Resolution; and

WHEREAS, City staff is recommending the rules be suspended and the resolution adopted upon first reading in order to take advantage of September incentives that will result in a savings of more than \$15,000.

NOW, THEREFORE, BE IT RESOLVED: That the Director of Information Technology is hereby authorized to sign the Product Order Form provided to him and to the City Attorney, including the terms and conditions thereto.

BE IT FURTHER RESOLVED: That because the contract with Darktrace is a multi-year agreement being paid in advance, the Finance Director is authorized to make all necessary accounting entries to accurately reflect this agreement in the City's Financial Statements, including initially reflecting the total value of the contract as a Prepaid Asset (Account No. 713-162000).

BE IT FURTHER RESOLVED: That the IT Director may execute all additional necessary documents consistent with the Product Order Form and the Darktrace Master Customer Agreement as may be necessary to engage Darktrace for the additional services being purchased.

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

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

III

Res. No. 67 - 22 - 23. By Alderpersons Dekker and Rust.  
September 19, 2022.

A RESOLUTION authorizing the appropriate City officials to accept the temporary easement for the City to conduct maintenance activities on a drainage swale adjacent to 4812 Ferndale Court.

RESOLVED: That the Mayor and City Clerk are authorized and directed to accept the attached Temporary Easement from Danny K. Eirich and JoAnn Eirich, once properly executed, for the City to conduct maintenance activities on a drainage swale adjacent to 4812 Ferndale Court.

PN

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

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

**TEMPORARY EASEMENT**

This Temporary Easement is made this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between Danny K. and JoAnn Eirich ("GRANTOR") and the City of Sheboygan, a municipal corporation of the State of Wisconsin ("GRANTEE").

WITNESSETH:

KNOW ALL PERSONS BY THESE PRESENTS that the GRANTOR, in consideration of the covenants contained in this Temporary Easement, hereby grants to the GRANTEE, and its agents, employees, and invitees, a Temporary Easement over 4812 Ferndale Court (Parcel Number 59281435677), more particularly described as **Fox Meadows Addition No. 4, Lot 77** (the "Property"), for the purposes described below.

RETURN TO:

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

This Temporary Easement is being granted to allow GRANTEE, and its agents, employees, and invitees to enter onto the Property in order to perform maintenance activities on the drainage swale owned by GRANTEE located behind the Property. As part of its maintenance activities on the drainage swale, GRANTEE will remove any natural growth - such as brush - from the drainage swale which currently encroaches upon the Property.

59281435677  
Parcel Ident. No.

GRANTEE agrees to place topsoil and grass seed on any portion of the Property which is visibly disturbed as a result of GRANTEE's (or its agents, employees, and invitees) actions. GRANTEE also agrees to place topsoil and grass seed on any portion of the Property in which natural growth from the drainage swale is removed.

In addition to permitting access to the Property, GRANTOR agrees to water any grass seed placed by GRANTEE or its agents, employees, or invitees.

The rights granted to GRANTEE under this Temporary Easement shall expire on December 31, 2023.

IN WITNESS WHEREOF, GRANTOR has caused this instrument to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**GRANTOR:**

BY: \_\_\_\_\_  
Danny K. Eirich

BY: \_\_\_\_\_  
JoAnn Eirich



STATE OF WISCONSIN )  
 ) SS  
COUNTY OF SHEBOYGAN )

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 2022, the above named Danny K. Eirich and JoAnn Eirich, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
Notary Public, State of Wisconsin  
My commission expires \_\_\_\_\_

Accepted By: **CITY OF SHEBOYGAN**

\_\_\_\_\_  
Ryan Sorenson  
City of Sheboygan - Mayor

\_\_\_\_\_  
Meredith DeBruin  
City of Sheboygan - City Clerk

STATE OF WISCONSIN )  
 ) SS  
COUNTY OF SHEBOYGAN )

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 2022, the above named Ryan Sorenson, Mayor, and Meredith DeBruin, City Clerk, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
Notary Public, State of Wisconsin  
My commission expires \_\_\_\_\_

Acceptance by the City of Sheboygan is authorized by and in accordance with Res. No.           -22-23          

This document drafted by:  
Charles C. Adams  
City Attorney  
Sheboygan, WI 53081  
WI State Bar No. 1021454

III

Res. No. 69 - 22 - 23. By Alderpersons Felde and Ackley.  
September 19, 2022.

A RESOLUTION authorizing the appropriate City officials to execute an agreement with TargetSolutions Learning, LLC, d/b/a Vector Solutions ("Vector") to implement scheduling software at the Sheboygan Fire Department.

WHEREAS, the Sheboygan Fire Department (the "department") desires to improve its workforce scheduling and communication system; and

WHEREAS, Vector offers fire department-specific software that will aid the department in managing staff schedules, schedule changes, time-off requests, and overtime scheduling and that will provide schedule-related reporting tools; and

WHEREAS, the department believes this software will allow Chief Officers to forecast shift scheduling needs, to better track vacation, overtime and shift trades and to contact staff quickly during an emergency.

NOW, THEREFORE, BE IT RESOLVED: That the Fire Chief is hereby authorized to execute a 36-month Service Client Agreement with Vector for access to Vector Solutions' scheduling software, a copy of which is attached hereto.

BE IT FURTHER RESOLVED: That the Finance Director is hereby authorized and directed to draw on Account No. 101220-531100 (Contracted Services) in payment of same.

LHPS

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

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



Quote ID  
Q-2  
Item 31.

Valid Until  
Thursday, October 6, 2022

Contact Name  
Rosario Valenti

## TargetSolutions Learning, LLC Agreement

### Schedule A

Date: Tuesday, September 6, 2022

#### Client Information

<b>Client Name:</b> City of Sheboygan Fire Department (WI)	
<b>Address:</b> 1326 North 25th Street Sheboygan, WI 53081	
<b>Primary Contact Name:</b> Michael Lubbert	<b>Primary Contact Phone:</b> 920.459.6432

#### Agreement Term

<b>Effective Date:</b> 12/31/2022	<b>Initial Term:</b> 36 months
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#### Invoicing Contact Information (Please fill in missing information)

<b>Billing Contact Name:</b> Karly Campbell		
<b>Billing Address:</b> 1326 N 25th Street Sheboygan, Wisconsin 53081	<b>Billing Phone:</b> (920) 459-3321	<b>Billing Email:</b> karley.campbell@sheboyganwi.gov
<b>PO#:</b>	<b>Billing Frequency:</b> Annual	<b>Payment Terms:</b> Net 30

#### Annual Fee(s)

Product Code	Product	Description	Minimum Annual Commitment	Price	Sub Total
TSSCH	Vector Scheduling	Vector Scheduling for web and mobile	75	\$80.00	\$6,000.00
TSSCHMF	Vector Scheduling - Maintenance Fee	Annual maintenance of Vector Scheduling	1	\$164.00	\$164.00
Annual Total:					\$6,164.00

#### One-Time Fee(s)

Product Code	Product	Description	Qty	Price	Sub Total
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One-Time Total: \$0.00

**Grand Total (including Annual and One-Time): \$6,164.00**

Please note that this is not an invoice. An invoice will be sent within fourteen (14) business days.

## VECTOR SOLUTIONS PUBLIC SECTOR SOFTWARE AS A SERVICE CLIENT AGREEMENT

This Vector Solutions Software as a Service Client Agreement (the “**Agreement**”), effective as of the date in the attached Schedule A (the “**Effective Date**”), is by and between TargetSolutions Learning, LLC, d/b/a Vector Solutions, (“**Vector Solutions**”) a Delaware limited liability company, and the undersigned client (“**Client**”), (each a “**Party**” or “**Parties**”), and governs the purchase and ongoing use of the Services described in this Agreement.

### 1. **SERVICES.** Vector Solutions shall provide the following services:

1.1. Access and Use. Subject to and conditioned on Client’s payment of fees and Client’s and its users’ compliance with the terms and conditions of this Agreement, Vector Solutions hereby grants Client a non-exclusive, non-transferable (except in compliance with Section 9.1 Assignment), revocable authorization to remotely access and use the software as a service offering identified in Schedule A (the “**Services**”) and, unless prohibited by law, will provide access to any persons designated by Client solely for use by Client’s users, in accordance with the terms and conditions herein. For avoidance of doubt, access and use authorizations are issued on a “one user per one authorization basis” and once granted, such authorizations are not transferable to other users. The ability to use the Services may be affected by minimum system requirements or other factors, such as Client’s Internet connection.

1.2. Availability. Vector Solutions shall use commercially reasonable efforts to provide access to and use of the Services by Client’s Users twenty-four (24) hours a day, seven (7) days a week, subject to scheduled downtime for routine maintenance, emergency maintenance, system outages, and other outages beyond Vector Solutions’ control.

1.3. Help Desk. Vector Solutions will assist Users as needed on issues relating to usage via e-mail and Help Desk five (5) days per week at scheduled hours.

1.4. Upgrades and Updates. Vector Solutions reserves the right, in its sole discretion, to make updates or upgrades to the Services that it deems necessary or useful to: (a) maintain or enhance: (i) the quality or delivery of the Vector Solutions’ Services to its clients; (ii) the competitive strength of or market for Vector Solutions’ services; or (iii) the Services’ cost efficiency or performance; or (b) to comply with applicable Law. Without paying additional compensation, Client will receive access to any general upgrades and updates to the Services licensed from Vector Solutions, which upgrades and/or updates Vector Solutions makes generally available to its other clients. All updates and upgrades to the Services are subject to the terms and conditions of this Agreement.

#### 1.5 Service Specific Terms and Conditions.

##### 1.5.1 Incident Tracking Services and Incident Management System Services.

The following subsections (a) and (b) shall apply, if and only if, Client is purchasing Vector Solutions “Incident Tracking Service” or Vector Solutions “Incident Management System” Services, as described in Schedule A.

(a) Incident Tracking Service. Client acknowledges that all notifications it receives from Vector Solutions Incident Tracking Service or Incident Management System, may contain sensitive personal information and client shall ensure that such information is secured from transmissions and/or disclosure to unauthorized recipients. Client understands that Vector Solutions does not control or own the data contained in the notifications. Client agrees that it will be solely responsible for establishing a security system to prevent the transmission and/or disclosure of such information to unauthorized recipient(s). In the event such information is disclosed to an unauthorized recipient(s), Client bears the burden and expense of notifying any individual whose sensitive personal information may have been disclosed to the extent required by law. Client further agrees to handle the data in compliance with any applicable Federal, State, or local laws or regulations, and that it will monitor employees using the Incident Tracking Service or Incident Management System.

(b) Incident Management System. Client represents and warrants that it is not a health care provider, health plan, or health care clearinghouse (collectively, a “covered entity”) as those terms are defined under the federal Health Information Portability and Accountability Act (“**HIPAA**”). Client further represents and warrants that it is not a business associate as that term is defined under HIPAA. Client further agrees to indemnify and hold Vector Solutions and its officers, members, agents and employees harmless from any and all claims and demands (including reasonable attorneys’ fees associated with the same) made by Client and/or any third party due to or arising out of any claim that Vector Solutions is a covered entity or business associate, due to Client’s use of the Incident Tracking Service or Incident Management System.

### 2. **CLIENT’S OBLIGATIONS, COMPLIANCE, AND USE RESTRICTIONS.**

2.1. Compliance. Client shall be responsible for all Users’ compliance with this Agreement and use commercially reasonable efforts to prevent unauthorized access to or use of the Services. Client shall comply with all applicable laws, standards, and regulations and will not use the Services in a manner not specified or permitted by Vector Solutions.

#### 2.2. Identify Named Users.

2.2.1. A “**Named User**” is defined as Client’s employees, consultants, contractors, and agents: (a) who are authorized by Client to access and use the Services during each contract year of the Agreement; and (b) for whom access to the Services is purchased hereunder.

2.2.2. For Clients accessing and using the Services, Client shall: (a) provide a listing of its designated/enrolled Named Users; (b) cause each of its Named Users to complete a unique profile if not created by Vector Solutions on their behalf; (c) timely maintain user database by adding a unique profile for each new Named User; and (d) when purchasing asset inventory management Services, identify stations, vehicles, drug safes, and other service specific details, as may be applicable.

2.2.3. Additional Named Users. Additional Named Users added after the Effective Date shall be billed at the full per Named User fee. Such additional Named Users shall become part of the Minimum Annual Commitment for subsequent years on the anniversary date of each contract year or upon renewals under the Agreement.

2.2.4 Client agrees to pay for the number of Users using or licensed to access the Services in a given contract year.

2.2.5 Subject to the Minimum Annual Commitment, if any, set forth in Schedule A, annual fees for Client’s use of the Services will be based upon the actual number of Named Users (i.e., actual Users plus Named Users) in a given contract year. Named Users inactivated in a given contract year will not count towards the total number of Named Users in the year following such inactivation, unless reactivated.

2.3. Future Functionality. Client agrees that its purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any comments regarding future functionality or features.

### 3. FEES AND PAYMENTS.

3.1. Fees. Client will pay for the Services in accordance with the fee schedule in Schedule A attached to this Agreement. Fees, both during the Initial Term, as well as any Renewal Terms, shall be increased by 3.0% per year. Changes in Named User counts will be reflected in the annual contract amount from that period forward for all Users.

3.2. Payments. All fees due under this Agreement must be paid in United States dollars or Canadian Dollars, as applicable to Client’s location. Such charges will be made in advance, according to the frequency stated in Schedule A. Vector Solutions will invoice in advance, and such invoices are due and payable thirty (30) days after the invoice date (“Due Date”). All fees collected by Vector Solutions under this Agreement are fully earned when due and nonrefundable when paid. Any fees unpaid for more than ten (10) days past the Due Date shall bear interest at 1.5% per month

3.3. Suspension of Service for Overdue Payments. Vector Solutions shall have the right, in addition to all other rights and remedies to which Vector Solutions may be entitled, to suspend Client’s Named Users access to the Services without notice until all overdue payments are paid in full. Suspension of Client’s use of the Services or termination of the Agreement for Client’s violation of the terms of this Agreement will not change the Client’s obligation to pay any and all fees and expense reimbursements due for the applicable Term. In addition, Vector Solutions may suspend, terminate, or otherwise deny Client’s or any Named User’s access to or use of all or any part of the Services, without incurring any resulting obligation or liability, if: (a) Vector Solutions receives a judicial or other governmental demand or order, subpoena, or law enforcement request that expressly or by reasonable implication requires Vector Solutions to do so; or (b) Vector Solutions believes, in its good faith and reasonable discretion, that: (i) Client or any Named User has failed to comply with any term of this Agreement, or accessed or used the Services beyond the scope of the rights granted or for a purpose not authorized under this Agreement; or (ii) Client’s use of the Services represents a direct or indirect threat to its network function or integrity or to Vector Solutions’ other customers’ ability to access and use the Services; or (iii) Client or any Named User is, has been, or is likely to be involved in any fraudulent, misleading, or unlawful activities relating to or in connection with any of the Services; or (iv) this Agreement expires or is terminated. This Section 3.3 does not limit any of Vector Solutions’ other rights or remedies, whether at law, in equity, or under this Agreement.

3.4. Taxes. All fees under this Agreement exclude all sales, use, value-added taxes, and other taxes and government charges, whether federal, state or foreign, and Client will be responsible for payment of all such taxes (other than taxes based on Vector Solutions’ income), fees, duties, and charges, and any related penalties and interest, arising from the payment of any and all fees under this Agreement including the access to or performance of the Services hereunder. If Vector Solutions has a legal obligation to pay or collect taxes for which Client is responsible under the Agreement, then the appropriate amount will be invoiced to and paid by Client, unless Client claims tax exempt status for amounts due under this Agreement and provides Vector Solutions a valid tax exemption certificate (authorized by the applicable governmental authority) promptly upon execution of this Agreement. If any taxes shall be required by law to be deducted or withheld from any fee payable hereunder by Client to Vector Solutions, Client shall, after making the required deduction or withholding, increase such fee payable as may be necessary to ensure that Vector Solutions shall receive an amount equal to the fee it would have received had no such deduction or withholding been made.

### 4. INTELLECTUAL PROPERTY RIGHTS.

4.1. Vector Solutions alone (and its licensors, where applicable) shall own all rights, title and interest in and to Vector Solutions’ software, website or technology, the course content, translations, compilations, partial copies, modifications, and updates, and the Services provided by Vector Solutions, as well as any and all suggestions, ideas, enhancement requests,

feedback, recommendations or other information provided by Client (collectively "Feedback"), and this Agreement does not convey to Client any rights of ownership to the same. Vector Solutions may use such Feedback given by Client to improve the Services, and such use shall not be deemed to confer any property rights to the Services to the Client. The Vector Solutions name and logo are trademarks of Vector Solutions, and no right or license is granted to Client to use them.

4.2. Client recognizes that Vector Solutions regards the software it has developed to deliver the Services as its proprietary information and as confidential trade secrets of great value. Client agrees not to provide or to otherwise make available in any form the software or Services, or any portion thereof, to any person other than authorized Named Users of Client without the prior written consent of Vector Solutions. Client further agrees to treat the Services with at least the same degree of care with which Client treats its own confidential information and in no event with less care than is reasonably required to protect the confidentiality of the Services.

4.3. Except as otherwise agreed in writing or to the extent necessary for Client to use the Services in accordance with this Agreement, Client shall not: (a) copy the course content in whole or in part; (b) display, reproduce, create derivative works from, transmit, sell, distribute, rent, lease, sublicense, transfer or in any way exploit the course content or Services in whole or in part; (c) embed the course content into other products; (d) use any trademarks, service marks, domain names, logos, or other identifiers of Vector Solutions or any of its third party suppliers; (e) reverse engineer, decompile, disassemble, or access the source code of any Vector Solutions Services or software; (f) alter or tamper with the Services and/or associated documentation in any way; (g) attempt to defeat any security measures that Vector Solutions may take to protect the confidentiality and proprietary nature of the Services; (h) remove, obscure, conceal, or alter any marking or notice of proprietary rights that may appear on or in the Services and/or associated documentation; or (i) except as permitted by this Agreement, knowingly allow any individual or entity under the control of Client to access Services without authorization under this Agreement for such access.

4.4. If Client chooses to participate by uploading its information to its shared resource sections of Vector Solutions' website, Client hereby authorizes Vector Solutions to share any intellectual property owned by Client ("User Generated Content") that its Users upload to the shared resources section of Vector Solutions' website with Vector Solutions' third-party customers and users that are unrelated to Client ("Other Vector Solutions Customers"); provided that Vector Solutions must provide notice to Client's users during the upload process that such User Generated Content will be shared with such Other Vector Solutions Customers.

## 5. TERM, TERMINATION, AND NOTICE.

5.1. **Term.** The term of this Agreement shall commence on the Effective Date and will remain in full force and effect for the term indicated in Schedule A ("**Term**"). Upon expiration of the Initial Term, this agreement shall automatically renew for successive one (1) year periods (each, a "**Renewal Term**"), unless notice is given by either party of its intent to terminate the Agreement, at least sixty (60) days prior to the scheduled termination date. Upon expiration or early termination of this Agreement pursuant to Section 5.2 (Termination for Cause) below access to the Services may remain active for thirty (30) days solely for purpose of Company's record keeping (the "**Expiration Period**"). Any access to or usage of the Services following the Expiration Period shall be deemed Client's renewal of the Agreement under the same terms and conditions.

5.2. **Termination for Cause.** Either Party may terminate this Agreement, effective upon written notice to the other Party (the "**Defaulting Party**"), if the Defaulting Party materially breaches this Agreement, and such breach is incapable of cure, or with respect to a material breach capable of cure, the Defaulting Party does not cure such breach within thirty (30) days after receipt of written notice of such breach.

5.3. **Notice.** All required notices hereunder by either Party shall be given by personal delivery (including reputable courier service), fees prepaid, or by sending such notice by registered or certified mail return receipt requested, postage prepaid, and addressed as set forth on the last page of this Agreement. Such notices shall be deemed to have been given and delivered upon receipt or attempted delivery (if receipt is refused), as the case may be, and the date of receipt identified by the applicable postal service on any return receipt card shall be conclusive evidence of receipt. Either Party, by written notice to the other as above described, may alter the address for receipt by it of written notices hereunder.

## 6. MUTUAL WARRANTIES AND DISCLAIMER.

6.1. **Mutual Representations & Warranties.** Each party represents and warrants to the other Party that: (a) it is duly organized, validly existing, and in good standing as a corporation or other entity under the Laws of the jurisdiction of its incorporation or other organization; (b) it has the full right, power, and authority to enter into and perform its obligations and grant the rights, licenses, consents, and authorizations it grants or is required to grant under this Agreement; (c) the execution of this Agreement by its representative whose signature is set forth at the end of this Agreement has been duly authorized by all necessary corporate or organizational action of such party; and (d) when executed and delivered by both parties, this Agreement will constitute the legal, valid, and binding obligation of such party, enforceable against such party in accordance with its terms.

6.2. **Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY

APPLICABLE LAW. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE SERVICES IS WITH CLIENT. VECTOR SOLUTIONS DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SERVICES WILL MEET CLIENT'S REQUIREMENTS OR THAT THE OPERATION OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. THE SERVICES AND ASSOCIATED DOCUMENTATION ARE PROVIDED "AS IS," AND VECTOR SOLUTIONS PROVIDES NO OTHER EXPRESS, IMPLIED, STATUTORY, OR OTHER WARRANTIES REGARDING THE SERVICES OR ASSOCIATED DOCUMENTATION.

WORKPLACE SAFETY IS YOUR RESPONSIBILITY. THAT DUTY CANNOT BE DELEGATED AND VECTOR SOLUTIONS ACCEPTS NO DELEGATION OF THAT DUTY. VECTOR SOLUTIONS WILL ASSIST YOU BY PROVIDING SPECIFIC SERVICES FOR WHICH YOU HAVE CONTRACTED.

6.3. Disclaimer of Third-Party Content If Client uploads third-party content to the Vector Solutions platform, such third-party content providers are responsible for ensuring their content is accurate and compliant with national and international laws. Vector Solutions is not and shall not be held responsible or liable for any third-party content or Client's use thereof. THERE IS NO WARRANTY OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY, REGARDING THIRD PARTY CONTENT ACCESSIBLE THROUGH THE SOFTWARE.

6.4 No employee or agent of Vector Solutions is authorized to make any warranty other than that which is specifically set forth herein. The provisions in any specification, brochure, or chart issued by Vector Solutions are descriptive only and are not warranties.

## 7. LIMITATION ON LIABILITY.

EXCEPT AS IT RELATES TO CLAIMS RELATED TO SECTION 8 (INDEMNIFICATION) : (A) IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, FOR SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT; AND (B) THE TOTAL LIABILITY OF EITHER PARTY FOR ANY AND ALL DAMAGES, INCLUDING, WITHOUT LIMITATION, DIRECT DAMAGES, SHALL NOT EXCEED THE AMOUNT OF THE TOTAL FEES DUE TO, OR ALREADY PAID TO, VECTOR SOLUTIONS FOR THE PRECEDING TWELVE (12) MONTHS.

7.1. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WHATEVER THE LEGAL BASIS FOR THE CLAIM, UNDER NO CIRCUMSTANCES SHALL VECTOR SOLUTIONS BE LIABLE TO CLIENT, ANY AFFILIATE, ANY THIRD PARTY OR CLIENT'S USERS FOR ANY CLAIM, CAUSE OF ACTION, DEMAND, LIABILITY, DAMAGES, AWARDS, FINES, OR OTHERWISE, ARISING OUT OF OR RELATING TO PERSONAL INJURY, DEATH, OR OTHER HARM CAUSED FROM USE OF OR RELIANCE ON THE CONTENT OF THE COURSES. CLIENT, ITS AFFILIATES, EMPLOYEES, CONTRACTORS, AGENTS, USERS, AND REPRESENTATIVES RELY ON THE CONTENT OF THE COURSES AT THEIR OWN RISK.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN TYPES OF DAMAGES SO, SOLELY TO THE EXTENT SUCH LAW APPLIES TO CLIENT, THE ABOVE LIMITATIONS AND EXCLUSIONS MIGHT NOT APPLY TO CLIENT.

## 8. INDEMNIFICATION.

8.1. Indemnification by Vector Solutions. Vector Solutions shall indemnify and hold the Client harmless from any and all claims, damages, losses and expenses, including but not limited to reasonable attorney fees, arising out of or resulting from any third-party claim that any document, course, or intellectual property provided by or uploaded to the Vector Solutions platform by Vector Solutions infringes or violates any intellectual property right of any person.

8.2. Indemnification by Client. To the extent permitted by applicable law, Client shall indemnify and hold Vector Solutions harmless from any and all claims, damages, losses and expenses, including but not limited to reasonable attorney fees, arising out of or resulting from any third party claim that any document, course, or intellectual property owned by Client or uploaded to the Vector Solutions' platform by Client infringes or violates any intellectual property right of any person.

## 9. MISCELLANEOUS.

9.1 Assignment. Neither party may assign or delegate its rights or obligations pursuant to this Agreement without the prior written consent of the other, provided that such consent shall not be unreasonably withheld. Notwithstanding the foregoing, Vector Solutions may freely assign or transfer any or all of its rights without Client consent to an affiliate, or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets.

9.2. California Consumer Privacy Act (CCPA). Insofar as Vector Solutions will be processing personal information subject to the California Consumer Privacy Act, sections 1798.100 to 1798.199, Cal. Civ. Code (2018) as may be amended as well as all regulations promulgated thereunder from time to time ("CCPA"), on behalf of the Client in the course of the performance of the Services hereunder, the terms "California consumer," "business purpose," "service provider," "sell" and "personal information" shall carry the meanings set forth in the CCPA.



9.2.1 CCPA Disclosures: To the extent the CCPA applies to the processing of any personal information by Vector Solutions pursuant to the Client's instructions in relation to this Agreement, the following also apply: (a) The Parties have read and understand the provisions and requirements of the CCPA and shall comply with them; (b) It is the intent of the Parties that the sharing or transferring of personal information of California consumers from the Client to Vector Solutions during the course of Vector Solutions' performance of this Agreement does not constitute selling of personal information as that term is defined in the CCPA, because the Client is not sharing or transferring such data to Vector Solutions for valuable consideration; (c) Vector Solutions will only use personal information for the specific purpose(s) of performing the Services, including any Schedules and Statements of Work attached hereto, and within the direct business relationship with the Client.

9.3. Export Regulations. All Content and Services and technical data delivered under this agreement are subject to applicable US and Canadian laws and may be subject to export and import regulations in other countries. You agree to comply strictly with all such laws and regulations and acknowledge that you have the responsibility to obtain such licenses to export, re-export, or import as may be required after delivery to you.

9.4. Force Majeure. In no event will either Party be liable or responsible to the other Party or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, (except for any obligations to make payments) when and to the extent such failure or delay in performing is due to, or arising out of, any circumstances beyond such Party's control (a "Force Majeure Event"), including, without limitation, acts of God, strikes, lockouts, war, riots, lightning, fire, storm, flood, explosion, interruption or delay in power supply, computer virus, governmental laws, regulations, or shutdown, national or regional shortage of adequate power or telecommunications, or other restraints.

9.5. No Waiver. No waiver, amendment or modification of this Agreement shall be effective unless in writing and signed by the parties.

9.6. Severability. If any provision of this Agreement is found to be contrary to law by a court of competent jurisdiction, such provision shall be of no force or effect; but the remainder of this Agreement shall continue in full force and effect.

9.7. Survival. All provisions of this Agreement (including without limitation those pertaining to confidential information, intellectual property ownership, and limitations of liability) that would reasonably be expected to survive expiration or early termination of this Agreement will do so.

9.8. Purchase Orders. Client may issue a purchase order for its convenience only, it being agreed by the Parties that the terms and conditions of this Agreement shall control. Any terms or conditions included in a purchase order or similar document issued by Client that conflict with the terms and conditions of this Agreement will not apply to or govern the transaction resulting from the purchase order, unless both Parties expressly agree in writing to the particular conflicting term or condition, in which event the agreed term or condition will apply only with respect to that particular purchase order.

9.9. Entire Agreement. This Agreement and its exhibits represent the entire understanding and agreement between Vector Solutions and Client, and supersedes all other negotiations, proposals, understandings, and representations (written or oral) made by and between Vector Solutions and Client. Client acknowledges and agrees that the terms of this Agreement are incorporated in, and are a part of, each purchase order, change order, or Schedule related to the provision of Services by Vector Solutions.

*This Space Intentionally Left Blank – Signature Page Immediately Follows*

The Parties have executed this Agreement by their authorized representatives as of the last date set forth below.

TargetSolutions Learning, LLC d/b/a Vector Solutions  
4890 W. Kennedy Blvd., Suite 300  
Tampa, FL 33609

City of Sheboygan Fire Department (WI)  
1326 North 25th Street  
Sheboygan, WI 53081

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: Kegan Konrady

Printed Name:

Title: Director of Sales

Title:

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

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

III

Res. No. 70 - 22 - 23. By Alderpersons Mitchell and Filicky-Peneski.  
September 19, 2022.

A RESOLUTION approving Policy Number HR 141 FML titled "Family Medical Leave Policy."

WHEREAS, this Family Medical Leave Policy was created in part due to the hiring of an outside agency to assist with FMLA administration, but also to bring the policy up-to-date.

NOW, THEREFORE, BE IT RESOLVED: That the Common Council hereby indicates their support for and approves Policy Number HR 141 FML, a copy of which is attached hereto.

FP

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

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



<b>Title:</b> Family Medical Leave Policy		<b>Policy Number:</b> HR 140	Item 32.
<b>Author:</b> Sandy Rohrick (2014) Charles Adams (2022 revisions)		<b>Created:</b> 01/24/2014 <b>Revision:</b> 09/19/2022	
<b>Scope:</b> Non-Rep City Employees	<b>Print Date:</b> 9/16/22 9:52 AM	<b>Page</b> 1 of 7	

## 1.0 Purpose

This policy outlines the provisions of the federal and Wisconsin Family and Medical Leave Acts and the rights and obligations of employees and employers under both laws.

(NOTE: There is a previous policy, HR 140 FML, which is titled "Family Medical Leave Policy." However, that policy covered many more items than simply FMLA Benefits. That policy is repealed as it relates to Family Medical Leave Act policies, Paragraph 3.6) The remainder of the policy remains in effect as amended by annual changes to the Employee Benefits Plan.)

## 2.0 Scope

This policy applies to all employees of the City of Sheboygan.

## 3.0 Policy

### A. General Policy and Disclaimers

It is the policy of the City of Sheboygan to comply with all applicable State and Federal laws concerning military family leave, family leave, medical leave, or caretaking leave.

This policy applies only to leave designated under State or Federal law. Leave designated under this policy may overlap or duplicate leave available under collective bargaining policies or other personnel policies. Sick leave, vacation, and leave of absence provisions under any collective bargaining agreements remain in effect.

Leave provided by the City which is taken for the same reasons as leave covered by the FMLA is not in addition to leave provided under the FMLA. If leave qualifies for family or medical leave under either or both the Federal and State laws, the leave used counts against the employee's entitlement under both State and Federal FMLA concurrently. Leave covered by the FMLA will be deducted from the entitlement under the FMLA.

Both State and Federal Family and Medical Leave entitlement will be counted based on a calendar year (January-December).

### B. Eligibility

Employees are entitled to FMLA benefits as follows.

#### 1. Federal FMLA

In order for employees to be eligible for leave under the Federal Family Medical Leave provisions, they must have been employed by the City of Sheboygan for at least 12 months (whether consecutive or not) and have worked at least 1,250 hours during the 12 months prior to the start of the requested leave.

- a. Any absence from work due to military service covered under the Uniformed Services Employment and Reemployment Rights Act (USERRA) must be counted toward the employee's 12-month employment period when determining FMLA eligibility.
- b. Time spent on paid or unpaid leave does not count in determining the 1,250-hour eligibility

#### 2. State FMLA

In order for employees to be eligible for leave under the Wisconsin Family Medical Leave provisions, they must have been employed by the City of Sheboygan for at least 52 consecutive weeks and must have been paid for at least 1,000 hours during the 52 weeks prior to the start of the FMLA leave. If an employee is maintained on the payroll for any part of the week, the week counts as a week of employment.



<b>Title:</b> Family Medical Leave Policy		<b>Policy Number:</b> HR 14	Item 32.
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<b>Scope:</b> Non-Rep City Employees	<b>Print Date:</b> 9/16/22	9:52 AM	<b>Page</b> 2 of 7

## C. Benefits

### 1. Federal FMLA

Federal law allows employees a total of 12 weeks for:

- a. Family leave for the birth of an employee's child or because of the placement of a child with the employee for adoption or foster care. Federal law requires that leave conclude within 12 months after the birth.
- b. Family leave to care for a child, legal ward, spouse, parent, or covered servicemember suffering from a serious health condition.
- c. Medical leave for an employee to care for their own serious health condition which renders them unable to perform the essential functions of the job.
- d. Exigency leave due to a spouse, child, or parent who is on active military duty or who has been notified of an impending call to active duty status in the National Guard or Reserves, in support of a contingency operation. Also included are servicemembers in the regular armed forces who are on active duty in a foreign country or are called to active duty in a foreign country.
  - i. Eligible employees may take leave to care for a military member's parent who is incapable of self-care when the care is necessitated by the member's covered active duty.
  - ii. The amount of time an eligible employee may take for Rest and Recuperation qualifying exigency leave is expanded to a maximum of 15 calendar days.

Federal law allows employees a total of 26 weeks of leave in a single 12-month period (regardless of calendar year) for caring for a spouse, son, daughter, parent, or next of kin who is a covered servicemember/veteran recovering from a serious illness or injury sustained in the line of duty. A covered veteran is defined as an individual who was discharged or released at any time during the five (5) year period prior to the first date the eligible employee takes FMLA to care for the covered veteran. A dishonorable discharge disqualifies the veteran from coverage.

### 2. State FMLA

State law allows employees leave as follows:

- a. Up to six (6) weeks of family leave for the birth or adoption of a child. This leave must commence within 16 weeks of the birth or adoption of a child. If nonconsecutive leave is taken, the last increment of the nonconsecutive leave must commence no later than 16 weeks after the birth or adoption date.
- b. Up to two (2) weeks of family leave to care for a child, legal ward, spouse, domestic partner, or parent (including parents-in-law and parents of a domestic partner) suffering from a serious health condition.
- c. Up to two (2) weeks of medical leave for an employee to care for their own serious health condition which renders them unable to perform the essential functions of the job.
- d. Up to six (6) weeks of medical leave for bone marrow or organ donation, in accordance with the Bone Marrow and Organ Donation Leave law (Section 103.11 Wis. Stats.). [Note: This leave may run concurrent with FMLA if the bone marrow or organ donation qualifies as a serious health condition under Federal or State FMLA.]



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<b>Scope:</b> Non-Rep City Employees	<b>Print Date:</b> 9/16/22 9:52 AM	<b>Page</b> 3 of 7	

### 3. Concurrent Leave

Leave qualifying for both Wisconsin and federal FMLA leave will count against the employee's entitlement under both laws and will run concurrently. However, when the reason(s) for qualified leave differ, the leave may not run concurrently under federal and state law, and an employee may be entitled to more than 12 weeks of leave in a calendar year. This type of leave occurrence will be evaluated and reviewed with the employee at the time of the leave. Qualified leave taken under Worker's Compensation also will run concurrently with federal FMLA leave.

### 4. Non-Continuous or Intermittent Leave

Employees are permitted to take leave provided for in this subsection C on an intermittent (blocks of time) or reduced work schedule in no less than one-hour increments, as follows:

#### a. Federal FMLA

- i. To care for a sick family member or for an employee's own serious health condition when medically necessary, or when it is necessary to care for a family member or next of kin who suffered an injury or illness while on active duty.
- ii. To care for a newborn, adopted, foster child when approved in advance by the City.
- iii. For military family leave when approved in advance by the City.

Note: Employees requesting non-continuous federal FMLA leave that is foreseeable based on planned medical treatment for purposes of providing care to a child, spouse or parent with a serious health condition or for the employee's own serious health condition may be required to transfer temporarily to an available alternative position for which the employee is qualified and which better accommodates recurring periods of leave than the regular employment position of the employee. An employee temporarily transferred will receive the same pay and benefits, but may be assigned different duties.

- b. State FMLA for any purpose provided for in subsection C.2, so long as it does not unduly disrupt the department's operations.

The employee may not take, or be required to take, more leave than medically necessary to address the circumstances that caused the need for the leave.

### 5. Pregnancy-Related Conditions

The City does not discriminate against anyone who requests an excused absence for medical disabilities associated with pregnancy. Such leave requests will be evaluated according to the medical leave policy provisions outlined in this policy and all applicable laws.

Upon request, the City will consider providing reasonable accommodations for health conditions related to pregnancy or childbirth in accordance with all applicable laws. Depending on the accommodation requested, an employee may be required to provide medical substantiation of the need for accommodation. Accommodations may not be available if such health conditions prevent the performance of the essential functions of the employee's position.

Requests for accommodations or time off associated with pregnancy and/or childbirth that are not related to medical incapacity (such as time off for bonding, pre-birth house preparations, or child care) will be considered in the same manner as other requests for unpaid personal leave.



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<b>Scope:</b> Non-Rep City Employees	<b>Print Date:</b> 9/16/22 9:52 AM	<b>Page</b> 4 of 7	

## 6. Nursing Mothers

Under Section 4207 of the Patient Protection and Affordable Care Act of 2010, employees are allowed unpaid reasonable break time to express breast milk. Supervisors should, as much as possible and consistent with efficient operations, exercise the necessary flexibility to allow employees who wish to use paid breaks to express breast milk to do so even if do so falls outside of standard times for such breaks. The City shall provide appropriate private, lockable locations in each building no more than one floor away from the employee's work station. Bathroom facilities or facilities immediately adjacent to bathroom facilities are not appropriate locations.

## 7. Payments while on FMLA Leave

In general, both Wisconsin and federal FMLA leaves are unpaid. Under the Federal FMLA, the City of Sheboygan requires the leave to be charged against available and accrued paid leave (such as PTO, floating holidays, or compensatory time), including leave provided by a collective bargaining agreement. Under the Wisconsin FMLA, employees may choose substitute leave.

An employee on FMLA Leave will continue to accrue all benefits provided by City policies and collective bargaining agreements.

## 8. FMLA Leave for planned medical treatments

Employees who take medical leave should make reasonable efforts to schedule planned medical treatments so as not to unduly disrupt business operations.

### D. Procedure

#### 1. Employee's Request

Employees requesting leave must submit a Request for Leave form to the Human Resources Department at least **30** days, or as soon as practicable, in advance of taking leave. If circumstances do not permit an employee to give notice in advance of taking leave, the employee must notify the Human Resources Department and submit the Request for Leave form as soon as reasonable and practical. This should be interpreted to mean within one to two working days of the employee learning of the need for leave. Failure to give timely notice may result in the delay or denial of FMLA leave and may subject you to discipline under Municipality policies.

In emergencies, if the leave request cannot be made by the employee in writing, the employee's supervisor will notify the Human Resources Department. The Human Resources Department will follow up with the employee or the employee's emergency contact in writing to obtain and record the information needed in a leave request.

Upon receipt of the request, the Human Resources Department must approve or deny the request, give reasons for any denial, and specify any additional information required as well as the employee's rights and responsibilities under federal and state FMLA, as applicable. Additionally, the Human Resources Department shall inform employees if leave will be designated as FMLA-protected or if it has determined that the leave is not FMLA-protected. The Human Resources Department shall also inform employees of the amount of leave counted against the employee's leave entitlement. Appeal of any denial or other adverse decision may be made first to the Human Resources Director, and then to Common Council, which may, at its discretion, provide for a committee thereof to hear such appeals.

When approving requests, the Human Resources Department shall provide a Designation Notice setting forth the designation of anticipated leave under federal and state FMLA law and any other designation that may be appropriate.



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<b>Scope:</b> Non-Rep City Employees	<b>Print Date:</b> 9/16/22 9:52 AM	<b>Page</b> 5 of 7	

## 2. Medical Certifications

If the leave is for a family member's or the employee's serious health condition, the employee must submit a medical certification from the employee's or the family member's health care provider within **15** days. Documents containing family information must be kept confidential pursuant to the Genetic Information Nondisclosure Act (GINA).

If an employee does not provide the required certification by the designated deadline, or if the City determines that an employee's absence is not covered as FMLA leave, the leave may not be designated as Wisconsin and/or federal FMLA leave, and the employee may be subject to discipline under City attendance policies unless the employee uses accrued paid leave and/or is granted a non-FMLA leave of absence.

The City may require a second opinion and periodic certification. If a first and second opinion differ, the City may require the binding opinion of a third health care provider, approved jointly by the City and the employee and paid for by the City. When required by the City, second or third certifications shall be at the City's expense and periodic re-certifications shall be at the employee's expense. The City requires periodic reports during federal FMLA leave regarding the employee's status and intent to return to work.

## 3. Employer Designation

The City will require completion of FMLA documentation, including a Request for Leave, when an employee misses more than three (3) consecutive scheduled work days due to a qualifying FMLA event. If the leave is determined eligible, it will automatically be counted against the employee's FMLA entitlement. In such a case, the Human Resources Department shall provide a Designation Notice setting forth the designation of anticipated leave under federal and state FMLA law and any other designation that may be appropriate. Said notice shall also include any of the relevant information required by virtue of Subsection D.1 of this policy.

## 4. Worker's Compensation and Light Duty

Federal FMLA will run concurrent with worker's compensation provided that the injury meets the criteria for a "serious health condition", as defined by law. Substitution of accrued paid leave is not allowed for Worker's Compensation absences unless an applicable labor agreement provides otherwise.

If an employee accepts a light duty assignment while on worker's compensation, that time may not count against the employee's family or medical leave entitlement. If the light duty position is declined and the employee elects to stay on FMLA leave, the employee may give up their worker's compensation benefits.

## 5. Health Insurance Benefits

Group health insurance coverage will be maintained for employees while they are on FMLA leave, on the same terms as if the employee continued to work. The employee will be required to pay their regular portion of health insurance premium payments on a monthly basis.

The City may recover its share of health insurance premiums paid during a period of unpaid FMLA leave from an employee if the employee fails to return to work for a minimum of 30 calendar days after the expiration of the leave. The City may not collect the premiums if the reason the employee does not return is due to continuation, recurrence, or onset of a serious health condition that would entitle the employee to leave under FMLA, or other circumstances beyond the employee's control.

The City may discontinue health insurance benefits if the employee fails to make a premium payment within 30 days of the due date after providing written notice to the employee of the cancellation of coverage for non-payment.





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<b>Scope:</b> Non-Rep City Employees	<b>Print Date:</b> 9/16/22 9:52 AM	<b>Page</b> 6 of 7	

## 6. Other Benefits

Other benefits under the City's Benefit plan may be continued during periods of unpaid FMLA leave, and arrangements should be made for employee's portion of the payments with the Human Resources Department.

## 7. Status While on Leave

During the leave, the employee must update the Human Resources Department at least every 30 days of their status with health care provider certification and the intention to return to work. The Human Resources Department will inform the employee's supervisor of the status of the employee's intention to return to work.

## 8. Extra Leave

Leave beyond the FMLA entitlement must be approved in advance and is subject to any collective bargaining agreements or policies and procedures.

## 9. Return to Work

The City shall provide all employees on FMLA a list of the essential functions of their position along with the "Designation Notice." All employees returning from FMLA for their own serious health condition must provide a Fitness for Duty statement signed by their treating physician and specifically indicating that the essential functions of the job can be performed. A form is available in the Human Resources Department that includes information about the requirement that the statement address the employee's ability to perform the essential functions. Upon return from FMLA leave, an employee shall be restored to his or her original position or, if the position is not vacant, to an equivalent position with equivalent pay, benefits and other terms and conditions of employment. Notwithstanding these provisions, before an employee who is unable to perform the functions of their job upon expiration of FMLA leave is terminated, the City shall consider whether other provisions of City policy or a collective bargaining agreement are applicable and whether the Americans with Disabilities Act, provisions of the Wisconsin Fair Employment Act, or other legal provisions are applicable.

Employees who return from an absence that they desire to be counted as FMLA must give notice within two days of returning to work. If notice is not timely, the employee may not assert FMLA protection.

## 10. Availability of Forms

Forms referred to in this section are available through the Human Resources Department. The Human Resources Director is responsible for maintaining, updating, and making available all such forms.

## E. Additional Provisions

### 1. Correspondence

Any correspondence sent to an employee on leave will be sent to their last known address filed with the Human Resources Department. Employees must notify the Human Resources Department of any change of address.

### 2. Falsification of Forms

An employee will be subject to disciplinary action up to and including discharge for falsifying any information required or requested as part of the process for receiving leave or benefits under the FMLA or this policy.



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<b>Scope:</b> Non-Rep City Employees	<b>Print Date:</b> 9/16/22	9:52 AM	<b>Page</b> 7 of 7

### 3. Unlawful Acts by Employer

FMLA makes it unlawful for any employer to:

- a. Interfere with, restrain, or deny the exercise of any right provided under FMLA; and
- b. Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.



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<b>Scope:</b> Non-Rep City Employees	<b>Print Date:</b> 9/16/22	9:52 AM	<b>Page</b> 8 of 7

### REVISIONS LOG

REVISION YEAR	DATE INTRODUCED TO SAL & GRIEV	MODIFICATION TO PRIOR NON-REP COMP PLAN	GENERAL ORDINANCE OR OTHER REF DOCUMENT
2014		Newly created procedure	

III

Res. No. 71 - 22 - 23. By Alderpersons Mitchell and Filicky-Peneski.  
September 19, 2022.

A RESOLUTION authorizing the appropriate City officials to execute a Recording and Broadcast Agreement between the City of Sheboygan and the County of Sheboygan.

WHEREAS, The City owns and operates WSCS, a local access cable television station; and

WHEREAS, WSCS's mission is to make local government more accessible to the citizens of Sheboygan by providing a direct link to local government via television and the web; and

WHEREAS, pursuant to WSCS's mission, WSCS records and broadcasts meetings of the Sheboygan County Board of Supervisors; and

WHEREAS, the City owns aging recording and broadcast equipment (the "Equipment") housed in the control room of the Sheboygan County Board chambers in the Sheboygan County Courthouse, which needs replacement; and

WHEREAS, Sheboygan County desires to donate funds to allow WSCS to make needed replacements and repairs to the Equipment to allow the continued recording and broadcast of meetings of the County Board and to enter into a Recording and Broadcast Agreement setting forth the roles and responsibilities of the respective parties for continued cooperation in broadcasting airing County Board meetings to the public.

NOW, THEREFORE, BE IT RESOLVED: That the Director of Information Technology is hereby authorized to execute the Recording and Broadcast Agreement, a copy of which is attached hereto and incorporated herein.

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

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

## **Recording and Broadcast Agreement**

Between the City of Sheboygan and the County of Sheboygan

### **Background**

WSCS is a local access cable television station owned and operated by the City of Sheboygan (“City”). WSCS’s mission is to make local government more accessible to the citizens of Sheboygan by providing a direct link to local government via television and the web. As such, WSCS records and broadcast meetings of the Sheboygan County Board of Supervisors (“County Board”.) For that purpose, WSCS owns aging recording and broadcast equipment (“Equipment”) housed in the control room of the Sheboygan County Board chambers in the Sheboygan County Court House. That equipment needs replacement.

Sheboygan County (“County”) desires to donate funds to allow WSCS to make needed replacements and repairs to the Equipment to allow the continued recording and broadcast of meetings of the County Board. The parties have entered into this Agreement to set forth the roles and responsibilities of the respective parties for continued cooperation in broadcasting airing County Board meetings to the public.

### **County Responsibilities**

1. The County agrees to provide a one-time payment of \$30,000 to City towards the costs of replacement of the Equipment. Such funds will come from the Sheboygan County IT fund balance.
2. The County agrees that the Equipment is and shall continue to be owned by the City. As such, the County agrees to provide WSCS employees reasonable access to the Equipment and to use the same standard of care as used for County equipment to prevent access and use of said equipment by persons other than WSCS employees or persons with written authorization from the Director of WSCS.

### **City Responsibilities**

1. The City agrees that during the pendency of this Agreement, it will continue to provide a WSCS staff member to record County Board meetings and to provide airtime on WSCS to broadcast County Board Meetings.
2. The City agrees that it is solely responsible for all maintenance and repair costs for all broadcasting and recording equipment used by WSCS to air County Board meetings on television and on the Internet.
3. The City agrees and acknowledges the County shall not be responsible for wear and tear or unforeseen damage, except damage resulting from a breach of this Agreement by the County.

**Duration**

This Agreement will be in force upon approval of the Sheboygan County Finance Committee and the Common Council of the City of Sheboygan, and shall remain in effect through December 31, 2027 unless the Agreement is breached by the County or the City fails to appropriate funds to continue the work of WSCS. Thereafter, this agreement will automatically remain in place until sixty (60) days after written notice provided by the City to the County of its intent to discontinue providing its broadcasting services through WSCS.

**Sheboygan County**

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

\_\_\_\_\_  
**Christopher Lewinski, IT Director**

**WSCS**

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

\_\_\_\_\_

This Agreement is authorized by the City of Sheboygan Common Council pursuant to Res. \_\_-22-23

VIII

R. C. No. 99 - 22 - 23. By FINANCE AND PERSONNEL COMMITTEE.  
September 19, 2022.

Your Committee to whom was referred 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; recommends adopting the Resolution.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ 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\_\_\_\_.

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor



III

Res. No. 666 - 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:

<u>Account No.</u>	<u>Account Name</u>	<u>Amount</u>
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


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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
101160-520310	City Buildings - WRS	\$ 181.83
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
101220-510110	Fire & Emergency Med Svcs - Full-Time	\$ 14,248.00
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
101240-520320	Building Inspections - Medicare	\$ 700.34
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
101331-520320	Streets Maintenance - Medicare	\$ 1,206.66
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
101520-520320	Parks - Medicare	\$ 888.94
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
101690-520320	City Development - Medicare	\$ 912.60
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

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:

<u>Account No.</u>	<u>Account Name</u>	<u>Amount</u>
101150-810102	Wage Adjustment Reserve	\$283,354.76
101-411100	Property Tax Levy	\$114,760.97

  
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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