

# TENTH REGULAR COMMON COUNCIL MEETING AGENDA

# August 15, 2022 at 6:00 PM

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

"The ability to learn is the most important quality a leader can have." - Sheryl Sandberg

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

Notice of the 10th Regular Meeting of the 2022-2023 Common Council at 6:00 PM, MONDAY, August 15, 2022 in City Hall, 3rd Floor - Council Chambers, 828 Center Avenue, Sheboygan, WI. Persons with disabilities who need accommodations to attend the meeting should contact Meredith DeBruin at the City Clerk's Office, 828 Center Avenue, (920) 459-3361.

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

#### **OPENING OF MEETING**

#### 1. Roll Call

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

#### 2. Pledge of Allegiance

#### 3. Approval of Minutes

Ninth Regular Council Meeting held on August 1, 2022 and First Special Council Meeting held on August 8, 2022

#### 4. Public Forum

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

#### Mayoral Appointments

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

#### 6. Confirmation of Mayoral Appointment

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

#### 7. Confirmation of Mayoral Appointment

Joe Heidemann to Maywood Environmental Park Advisory Board

#### 8. Presentation

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

#### 9. Mayor's Announcements

Upcoming Community Events, Proclamations, Employee Recognitions

# **CONSENT**

- 10. Motion to Receive and File all R.O.'s, Receive all R.C.'s and Adopt all Resolutions and Ordinances
- 11. R. C. No. 68-22-23 by Finance and Personnel Committee whom was referred Res. No. 45-22-23 by Alderpersons Mitchell and Filicky-Peneski authorizing execution of the Department of Natural Resources Principal Forgiven Financial Assistance Agreement; recommends adopting the Resolution.
- 12. R. C. No. 69-22-23 by Finance and Personnel Committee to whom was referred DIRECT REFERRAL R. O. No. 26-22-23 by Finance Director submitting a report in response to a request for direction from the Finance and Personnel Committee on the steps moving forward to complete the compensation study and wage scale adoption; recommends filing the report.
- 13. R. C. No. 70-22-23 by Finance and Personnel Committee to whom was referred DIRECT REFERRAL R. O. No. 52-22-23 by Finance Director submitting a report to the Finance and Personnel Committee regarding the progress of the Carlson-Dettmann Compensation Study; recommends filing the report.
- 14. R. C. No. 71-22-23 by Finance and Personnel Committee to whom was referred Res. No. 49-22-23 by Alderpersons Michell and Filicky-Peneski authorizing the appropriate City officials to enter into a contract with the Sheboygan Water Utility to contribute American Rescue Plan Act State and Local Fiscal Recovery funds to the Raw Water Intake Project; recommends adopting the Resolution.
- 15. R. C. No. 74-22-23 by Public Works Committee to whom was referred Res. No. 47-22-23 by Alderpersons Dekker and Perrella authorizing the appropriate City Officials to execute a Lease Agreement between the City of Sheboygan, the Ellwood H. May Environmental Park Association of Sheboygan County, Inc., and the Sheboygan Area School District; recommends adopting the Resolution.
- 16. R. C. No. 72-22-23 by Public Works Committee to whom was referred Res. No. 44-22-23 by Alderperson Ackley improving pet-friendly access to public spaces; recommends adopting the Resolution.
- 17. R. C. No. 75-22-23 by Public Works Committee to whom was referred Res. No. 50-22-23 by Alderpersons Dekker and Perrella authorizing the appropriate City officials to enter into an Amendment No. 2 to the contract with Strand Associates, Inc. for design services related to the 2nd Creek Dry to Wet Pond Conversion; recommends adopting the Resolution.
- 18. R. C. No. 76-22-23 by Licensing, Hearings, and Public Safety Committee to whom was referred Gen. Ord. No. 8-22-23 by Alderpersons Ackley, Dekker, and Perrella expanding the Disorderly Conduct ordinance so as to prohibit harassment of an individual on the basis of their status as an election official and requiring an increased forfeiture for violations of this nature, and clarifying that disorderly conduct may include harassment by the use of telecommunication devices; recommends adopting the Ordinance.
- 19. R. C. No. 77-22-23 by Licensing, Hearings, and Public Safety Committee to whom was referred R. O. No. 42-22-23 by City Clerk submitting various license applications; recommends granting the license application (Lupitas Mexican Store LLC).
- 20. R. C. No. 78-22-23 by Licensing, Hearings, and Public Safety Committee to whom was referred R. O. No. 51-22-23 by City Clerk submitting various license applications; recommends granting the license applications.

- 21. R. C. No. 79-22-23 by Licensing, Hearings, and Public Safety Committee to whom was referred Res. No. 48-22-23 by Alderpersons Felde and Ackley establishing a rotational dispatch contract for emergency securement and board-up after fire incidents; recommends adopting the Resolution.
- 22. R. C. No. 80-22-23 by Licensing, Hearings, and Public Safety Committee recommending that the Common Council not renew Beverage Operator License No. 7570 held by Juan D. Coronado.

#### **REPORT OF OFFICERS**

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

#### **RESOLUTIONS**

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

#### **REPORT OF COMMITTEES**

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

#### OTHER MATTERS AUTHORIZED BY LAW

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

#### **CLOSED SESSION**

**31.** MOTION TO CONVENE IN CLOSED SESSION pursuant to § 19.85(1)(g), for conferring with legal counsel for the City who is rendering oral advice regarding strategy to be adopted by the body with respect to litigation in which it is or is likely to be involved, to wit: Abigail H. Hernandez vs. City of Sheboygan Police Dept., ERD Case No.: CR202101990; EEOC Case No. 26G202200011C.

#### **RECONVENE IN OPEN SESSION**

- **32.** MOTION TO RECONVENE IN OPEN SESSION for discussion and possible actions relating to closed session.
- 33. Res. No. 54-22-23 by Alderpersons Felde and Filicky-Peneski authorizing the City Administrator to settle the matter of the Department of Workforce Development Equal Rights Division ("ERD") Complaint regarding Abigail H. Hernandez vs. City of Sheboygan, ERD Case No. CR202101990.

#### **ADJOURN MEETING**

34. 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**

# **NINTH REGULAR COMMON COUNCIL MEETING MINUTES**

# Monday, August 01, 2022

#### **OPENING OF MEETING**

#### 1. Roll Call

Alderpersons 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 MINUTES FROM THE COUNCIL MEETING HELD JULY 18, 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

John Motiska from the City Plan Commission

#### 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 Appointment

Joe Heidemann to Maywood Environmental Park Advisory Board – Lays over.

#### 6. Public Forum

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

# 7. Mayor's Announcements

Upcoming Community Events, Proclamations, Employee Recognitions

#### **CONSENT**

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

Motion made by Felde, Seconded by Filicky-Peneski.

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

9. R. C. No. 56-22-23 by Finance and Personnel Committee to whom was referred DIRECT REFERRAL R. O. No. 44-22-23 by Finance Director submitting a report to the Finance and Personnel Committee regarding the progress of the Carlson-Dettmann Compensation Study; recommends filing the 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.

10. R. C. No. 55-22-23 by Public Works Committee to whom was referred Res. No. 39-22-23 by Alderpersons Dekker and Perrella authorizing the appropriate City officials to enter into a contract with Elexco, Inc. for the installation of fiber optic cable at the Uptown Social facility and connecting the facility to the existing "Ring of Fiber" fiber optic cable network; 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.

11. R. C. No. 57-22-23 by Finance and Personnel Committee to whom was referred R. O. No. 11-22-23 by City Clerk submitting a claim from Laura Kampmann for alleged damages to her tire when she drove over the cover of the metal water works hole; recommends filing the claim.

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

Motion made by Felde, Seconded by Filicky-Peneski.

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

12. R. C. No. 58-22-23 by Finance and Personnel Committee to whom was referred R. O. No. 19-22-23 by City Clerk submitting a claim from Richard A. Olson for alleged damages to his vehicle when it was struck by a City of Sheboygan garbage truck while parked on Custer Avenue; recommends filing the claim.

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

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. 59-22-23 by Finance and Personnel Committee to whom was referred R. O. No. 40-22-23 submitting for your information the 2023 Budget Schedule and 2023 preliminary budget fiscal factors for guidance prior to departmental budget preparation; recommends adopting the schedule and filing 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. 60-22-23 by Finance and Personnel Committee to whom was referred R. O. No. 143-21-22 by City Clerk submitting a Summons and Complaint in the matter of PNC Bank, National Association vs. Rae R. Pape et al.; recommends filing the document.

#### MOTION TO RECEIVE THE R. C. AND FILE THE CLAIM

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. 64-22-23 by Finance and Personnel Committee to whom was referred R. C. No. 276-21-22 by Finance and Personnel Committee to whom was referred R. O. No. 32-21-22 by City Clerk submitting a Summons and Complaint in the matter of Link Media Wisconsin, LLC v. City of Sheboygan; recommends filing the document.

#### MOTION TO RECEIVE THE R. C. AND FILE THE CLAIM

Motion made by Felde, Seconded by Filicky-Peneski.

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

16. R. O. No. 46-22-23 by Board of Water Commissioners submitting the Board of Water Commissioners' Report on the Water Utility for the second quarter of 2022.

#### MOTION TO ACCEPT AND FILE THE REPORT

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. 67-22-23 by Licensing, Hearings, and Public Safety Committee to whom was referred R. O. No. 43-22-23 by City Clerk submitting a license application; recommends granting the application.

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

Motion made by Felde, Seconded by Filicky-Peneski.

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

18. R. C. No. 66-22-23 by Licensing, Hearings, and Public Safety Committee to whom was referred R. O. No. 41-22-23 by Police Chief pursuant to section 54-65 of the Municipal Code, submitting the quarterly report of Benchmark Measurements for the Police Department, for the period commencing April 1, 2022 and ending June 30, 2022; recommends filing the report.

#### MOTION TO RECEIVE THE R. C. AND FILE THE REPORT

Motion made by Felde, Seconded by Filicky-Peneski.

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

19. R. C. No. 65-22-23 by Licensing, Hearings, and Public Safety Committee to whom was referred R. O. No. 39-22-23 by Fire Chief pursuant to section 50-564 of the Municipal Code, submitting the quarterly report of Benchmark Measurements for the Fire Department, for the period commencing April 1, 2022 and ending June 30, 2022; recommends filing the report.

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

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

20. R. O. No. 45-22-23 by Board of Water Commissioners submitting a copy of the Lead Service Lateral (LSL) Replacement Program update for the Sheboygan Water Utility.

MOTION TO ACCEPT AND FILE THE REPORT

Motion made by Felde, Seconded by Filicky-Peneski.

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

- 21. R. O. No. 50-22-23 by City Clerk submitting an update to Notice of Claim submitted by Mary E. Sommersberger on October 16, 2019 for alleged injuries from a fall on Sunnyside Avenue. REFER TO FINANCE AND PERSONNEL COMMITTEE
- 22. 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. REFER TO FINANCE AND PERSONNEL COMMITTEE
- 23. R. O. No. 48-22-23 by City Clerk submitting a Summons and Complaint in the matter of One More Time, LLC vs. City of Sheboygan. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE
- 24. 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. REFER TO FINANCE AND PERSONNEL COMMITTEE
- 25. R. O. No. 51-22-23 by City Clerk submitting various license applications. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE

#### **RESOLUTIONS**

- 26. Res. No. 44-22-23 by Alderperson Ackley improving pet-friendly access to public spaces. REFER PUBLIC WORKS COMMITTEE
- 27. Res. No. 45-22-23 by Alderpersons Mitchell and Filicky-Peneski authorizing execution of the Department of Natural Resources Principal Forgiven Financial Assistance Agreement. REFER TO FINANCE AND PERSONNEL COMMITTEE

- 28. 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. REFER TO TRANSIT COMMISSION
- 29. Res. No. 47-22-23 by Alderpersons Dekker and Perrella authorizing the appropriate City officials to execute a Lease Agreement between the City of Sheboygan, the Ellwood H. May Environmental Park Association of Sheboygan County, Inc., and the Sheboygan Area School District. REFER TO PUBLIC WORKS COMMITTEE
- 30. Res. No. 48-22-23 by Alderpersons Felde and Ackley establishing a rotational dispatch contract for emergency securement and board-up after fire incidents. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE
- 31. Res. No. 49-22-23 by Alderpersons Mitchell and Filicky-Peneski authorizing the appropriate City officials to enter into a contract with the Sheboygan Water Utility to contribute American Rescue Plan Act State and Local Fiscal Recovery funds to the Raw Water Intake Project. REFER TO FINANCE AND PERSONNEL COMMITTEE
- 32. Res. No. 50-22-23 by Alderpersons Dekker and Perrella authorizing the appropriate City officials to enter into an Amendment No. 2 to the contract with Strand Associates, Inc. for design services related to the 2nd Creek Dry to Wet Pond Conversion. REFER TO PUBLIC WORKS COMMITTEE

#### **REPORT OF COMMITTEES**

33. R. C. No. 61-22-23 by Finance and Personnel Committee to whom was referred Res. No. 40-22-23 by Alderpersons Mitchell and Filicky-Peneski authorizing a transfer in the 2022 budget from contingency to the Department of Public Works to fund the unexpected replacement of their Leica Robotic Total Station; recommends adopting the Resolution.

MOTION TO RECEIVE THE R. C. 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.

34. R. C. No. 62-22-23 by Finance and Personnel Committee to whom was referred Res. No. 42-22-23 by Alderpersons Mitchell and Filicky-Peneski authorizing a transfer in the 2022 budget from contingency to the Police Department for unanticipated repairs resulting from a burst sprinkler pipe; recommends adopting the Resolution.

MOTION TO RECEIVE THE R. C. 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.

Item 3.

35. R. C. No. 63-22-23 by Finance and Personnel Committee to whom was referred Res. No. 43-2 23 by Alderpersons Mitchell and Filicky-Peneski authorizing a budget amendment to pay for the hiring of an Engagement Coordinator in the Senior Services Department; recommends adopting the Resolution.

MOTION TO RECEIVE THE R. C. 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.

#### **GENERAL ORDINANCES**

- 36. Gen. Ord. No. 8-22-23 by Alderpersons Ackley, Dekker and Perrella expanding the Disorderly Conduct Ordinance so as to prohibit harassment of an individual on the basis of their status as an election official and requiring an increased forfeiture for violations of this nature, and clarifying that disorderly conduct may include harassment by the use of telecommunication devices. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE
- 37. Gen. Ord. No. 9-22-23 by Alderpersons Felde and Dekker establishing a Responsible Bidder Policy for the City of Sheboygan. REFER TO PUBLIC WORKS COMMITTEE

#### **ADJOURN MEETING**

38. Motion to Adjourn

MOTION TO ADJOURN AT 6:13 PM

Motion made by Felde, Seconded by Filicky-Peneski.

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

### **CITY OF SHEBOYGAN**

# FIRST SPECIAL COMMON COUNCIL MEETING MINUTES

# Monday, August 08, 2022

#### **OPENING OF MEETING**

#### 1. Roll Call

Alderpersons Present: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Perrella, Ramey, Rust – 8.

Alderpersons Excused: Mitchell and Salazar – 2.

## 2. Pledge of Allegiance

#### 3. Public Forum

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

#### **APPOINTMENT**

4. Toni Muise to be appointed as the Director of Human Resources and Labor Relations – LAYS OVER.

#### **ADJOURN MEETING**

### 5. Motion to Adjourn

**MOTION TO ADJOURN AT 5:57 PM** 

Motion made by Felde, Seconded by Filicky-Peneski.

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



August 9th 2022

## TO THE HONORABLE MEMBERS OF THE COMMON COUNCIL:

I hereby submit the following appointments for your confirmation:

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

Ryan Sorenson

Mayor

City of Sheboygan

Office of the Mayor

CITY HALL 828 CENTER AVE. SHEBOYGAN, WI 53081

920-459-3317 www.sheboyganwi.gov



August 4, 2022

# HONORABLE MEMBERS FOR THE COMMON COUNCIL

Pursuant to section 2-937 of the Sheboygan Municipal Code relating to the position of the Director of Human Resources and Labor Relations, we hereby recommend that Toni Muise be appointed as the Director of Human Resources and Labor Relations for the City of Sheboygan, effective August 29, 2022.

Signed:

MAYOR'S OFFICE

CITY HALL 828 CENTER AVE. SHEBOYGAN, WI 53081

920-459-3317 sheboyganwi.gov



The appointment of Toni Muise to the position of Director of Human Resources and Labor Relations is submitted for your consideration:

## Professional Experience

Kunes Auto Group, Delavan, Wisconsin Director of Human Resources, July 2021 to present

Village of Caledonia (Racine County), Wisconsin
Director of Human Resources / Assistant Village Administrator / Cemetery
Sexton, March 2017 to March 2021

Spancrete, Inc, Waukesha, Wisconsin
Director of Human Resources, January 2015 to October 2016
Human Resource Manager, April 2012 to October 2014

Safway Services, LLC, Waukesha, Wisconsin Recruiter / HR Generalist, April 2007 to April 2012

# **Education & Certifications**

University of Wisconsin – Whitewater Bachelor of Business Administration

University of Wisconsin – Whitewater

Master of Business Administration

Professional in Human Resources (PHR) Certification

Principles of Leadership Excellence Certificate Series - MRA

#### MAYOR'S OFFICE

CITY HALL 828 CENTER AVE. SHEBOYGAN, WI 53081

920-459-3317 sheboyganwi.gov



July 28th 2022

#### TO THE HONORABLE MEMBERS OF THE COMMON COUNCIL:

I hereby submit the following appointments for your confirmation:

 Alder Joe Heidemann to be considered for appointment to the Maywood Environmental Park Advisory Board

Ryan Sorenson

Mayor

City of Sheboygan

Office of the Mayor

CITY HALL 828 CENTER AVE. SHEBOYGAN, WI 53081

920-459-3317 www.sheboyganwi.gov

Item 11.



R. C. No. 68 - 22 - 23. By FINANCE AND PERSONNEL COMMITTEE. August 15, 2022.

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

		 Committee
I HEREBY CERTIFY t and adopted by the Comme the day of	mon Council of	
Dated	20	_, City Clerk
Approved	20	, Mayor

Res. No. 45 - 22 - 23. By Alderpersons Mitchell and Filicky-Peneski.

August 1, 2022.

A RESOLUTION authorizing execution of the Department of Natural Resources Principal Forgiven Financial Assistance Agreement.

WHEREAS, the City of Sheboygan (the "Municipality") wishes to undertake a project to replace private lead service lines, identified as DNR No. 4901-10 (the "Project"); and

WHEREAS, the Municipality has applied to the Safe Drinking Water Loan Program (the "SDWLP") for financial assistance in the form of a loan made by the SDWLP to the Municipality of which all the principal will be forgiven at the time that loan disbursements are made to the Municipality, pursuant to the DNR Financial Assistance Agreement; and

WHEREAS, the SDWLP has determined that it can provide a loan with principal forgiveness in an amount up to \$405,000 that it has identified as being eligible for SDWLP funding.

NOW, THEREFORE, BE IT RESOLVED: That the Mayor and City Clerk are authorized by and on behalf of the Municipality to execute the Principal Forgiven Financial Assistance Agreement, in form substantially similar to the attached agreement, that contains the terms and conditions of the SDWLP award for the Project, except that the Utility is using only principal forgiveness, so neither the City or the Utility will borrow any money for the program. The Principal Forgiven Financial Assistance Agreement is incorporated herein by this reference.

FHP

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

State of Wisconsin
Department of Natural Resources
Bureau of Community Financial Assistance
101 South Webster Street, 2<sup>nd</sup> Floor
PO Box 7921
Madison, Wisconsin 53707-7921

Financial Assistance Agreement Safe Drinking Water Loan Program Form 8700-214B rev 05/22

# STATE OF WISCONSIN SAFE DRINKING WATER LOAN PROGRAM LEAD SERVICE LINE (LSL) PRINCIPAL FORGIVEN FINANCIAL ASSISTANCE AGREEMENT

# STATE OF WISCONSIN DEPARTMENT OF NATURAL RESOURCES DEPARTMENT OF ADMINISTRATION

and

CITY OF SHEBOYGAN

\$405,000 With \$405,000 PRINCIPAL FORGIVENESS

FINANCIAL ASSISTANCE AGREEMENT

Dated as of September 14, 2022

This constitutes a <u>Financial Assistance Agreement</u> under the State of Wisconsin's Safe Drinking Water Loan Program. This agreement is awarded pursuant to ss. 281.59 and 281.61, Wis. Stats. The purpose of this agreement is to award financial assistance from the Safe Drinking Water Loan Program. This agreement also discloses the terms and conditions of this award.

This agreement is only effective when signed by authorized officers of the municipality, the State of Wisconsin Department of Natural Resources, and the State of Wisconsin Department of Administration.

The Department of Natural Resources and the Department of Administration may rescind or terminate this agreement if the municipality fails to comply with the terms and conditions contained within. Any determination or certification made in this agreement by the Department of Natural Resources or the Department of Administration is made solely for the purpose of providing financial assistance under the Safe Drinking Water Loan Program.

Municipal Identification No. 59281 Safe Drinking Water Loan Program Project No. 4901-10

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#### WITNESSETH:

WHEREAS, this is a FINANCIAL ASSISTANCE AGREEMENT (the "FAA"), dated September 14, 2022, between the STATE OF WISCONSIN Safe Drinking Water Loan Program (the "SDWLP"), by the Department of Natural Resources (the "DNR") and the Department of Administration (the "DOA"), acting under authority of ss. 281.59 and 281.61, Wis. Stats., as amended (the "Statute"), and the City of Sheboygan, a municipality within the meaning of the Statute, duly organized and existing under the laws of the State of Wisconsin (the "Municipality"); and

WHEREAS, the United States, pursuant to the Federal Safe Drinking Water Act Amendments of 1996 (the "Act"), requires each state to establish a drinking water revolving loan fund to be administered by an instrumentality of the state before the state may receive capitalization grants for eligible projects from the United States Environmental Protection Agency (the "EPA"), or any successor which may succeed to the administration of the program established by the Act; and

WHEREAS, the State of Wisconsin has, pursuant to the Statute, established the SDWLP to be used in part for purposes of the Act; and

WHEREAS, the State of Wisconsin has, pursuant to s. 25.43, Wis. Stats., established a State of Wisconsin Environmental Improvement Fund which includes the SDWLP; and

WHEREAS, DNR and DOA have the joint responsibility to provide SDWLP financial assistance to municipalities for the construction of eligible drinking water projects, all as set forth in the Statute; and

WHEREAS, the Municipality has submitted to DNR an application for financial assistance (the "Application") for a project (the "Project"), and DNR has approved the Application and determined the Application meets the DNR criteria for project eligibility established in applicable state statutes and regulations; and

WHEREAS, DNR has determined that the Municipality and the Project are not ineligible for financial assistance under s. 281.61(2g), Wis. Stats.; and

WHEREAS, DNR has determined the SDWLP will provide financial assistance to the Municipality by making a loan (the "Loan") under s. 281.59(9), Wis. Stats., for the purposes of that subsection, and providing Principal Forgiveness of the Loan principal;

NOW, THEREFORE, in consideration of the promises and of the mutual representations, covenants, and agreements herein set forth, the SDWLP and the Municipality, each binding itself, its successors, and its assigns, do mutually promise, covenant, and agree as follows:

# ARTICLE I DEFINITIONS; RULES OF INTERPRETATION

Section 1.01. <u>Definitions</u> The following capitalized terms as used in this FAA shall have the following meanings:

"Act" means the federal Safe Drinking Water Act, 42 U.S.C. 300f to 300j-26.

"American Iron and Steel" means the requirements for using American iron and steel as mandated under EPA's Drinking Water State Revolving Fund Program.

"Application" means the written application of the Municipality dated December 29, 2021, for financial assistance under the Statute.

"Business Day" means any day on which State offices are open to conduct business.

"CWFP" means the State of Wisconsin Clean Water Fund Program, established pursuant to ss. 281.58 and 281.59, Wis. Stats., and managed and administered by DNR and DOA.

"DNR" means the State of Wisconsin Department of Natural Resources and any successor entity.

"DOA" means the State of Wisconsin Department of Administration and any successor entity.

"EPA" means the United States Environmental Protection Agency or any successor entity that may succeed to the administration of the program established by the Act.

"Final Completion" means all Service Lines to be financed under this FAA have been installed and the Municipality has submitted all necessary Project closeout documentation, including the final request for disbursement of Financial Assistance to the Municipality.

"Financial Assistance" means any proceeds provided under this Financial Assistance Agreement in the form of a Loan of which the Loan principal will be forgiven.

"Financial Assistance Agreement" or "FAA" means this Financial Assistance Agreement between the SDWLP, by DNR and DOA, and the Municipality.

"Lead Service Line" or "LSL" means a Service Line made from or including lead, or galvanized material which is or was downstream of lead, as reported to the Public Service Commission on Schedule W-29.

"Loan" means the loan made by the SDWLP to the Municipality of which the principal will be forgiven pursuant to this FAA at the time Loan disbursements are made.

"Municipality" means City of Sheboygan, a "local governmental unit" or "municipality" within the meaning of the Statute, duly organized and existing under the laws of the State, and any successor entity.

"Principal Forgiveness" means Financial Assistance received in the form of forgiveness of Loan principal amounts pursuant to the Act or this FAA.

"Project" means the project assigned SDWLP Project No. 4901-10 by DNR, described in the Project Manager Summary (Exhibit B).

"Project Costs" means the costs of the Project that are eligible for financial assistance from the SDWLP under the Statute, which are allowable costs under the Regulations or are costs for which DNR granted a variance to a portion of the Regulations to make them allowable, which have been incurred by the Municipality, an estimate of which is set forth in Exhibit A hereto and made a part hereof.

"Regulations" means chs. NR 108, NR 150, NR 166, NR 809, NR 810, and NR 811, Wis. Adm. Code, the regulations of DNR, and ch. Adm. 35, Wis. Adm. Code, the regulations of DOA, adopted pursuant to and in furtherance of the Statute, and ch. 145, Wis. Stats, as administered by the Department of Safety and Professional Services, as such may be adopted or amended from time to time.

"SDWLP" means State of Wisconsin Safe Drinking Water Loan Program, established pursuant to the Statute and managed and administered by DNR and DOA.

"Service Line" means the water service piping from the curb stop of a municipally-owned water main or service line to the meter, isolation valve, or other water utility service terminal on private residential property, a pre k–12 school, or a licensed and/or certified daycare center.

"State" means the State of Wisconsin.

"Statute" means ss. 281.59 and 281.61, Wis. Stats., as amended.

"Substantial Completion" means the point in time when no further Lead Service Lines are to be replaced by the Municipality using Financial Assistance provided in this FAA or December 31, 2022, whichever occurs first.

"Water Diversion Permit" means a DNR permit issued to the Municipality under s. 30.18(2), Wis. Stats., to divert water from a stream or lake in Wisconsin.

"Water System" means all structures, conduits, and appurtenances by means of which water is delivered to consumers, except piping and fixtures inside buildings served and service pipes downstream from the curb stop.

Section 1.02. <u>Rules of Interpretation</u> Unless the context clearly indicates to the contrary, the following rules shall apply to the context of this FAA:

- (a) Words importing the singular number shall include the plural number and vice versa, and one gender shall include all genders.
- (b) All references herein to particular articles or sections are references to articles or sections of this FAA.
- (c) The captions and headings herein are solely for convenience of reference and shall not constitute a part of this FAA nor shall they affect its meaning, construction, or effect.
- (d) The terms "hereby", "hereof", "hereto", "herein", "hereunder", and any similar terms as used in this FAA refer to this FAA in its entirety and not the particular article or section of this FAA in which they appear, and the term "hereafter" means after, and the term "heretofore" means before, the date of delivery of this FAA.
- (e) All accounting terms not otherwise defined in this FAA have the meanings assigned to them in accordance with generally accepted accounting principles, and all computations provided for herein shall be made in accordance with generally accepted accounting principles.

#### ARTICLE II REPRESENTATIONS

Section 2.01. Representations of the SDWLP The SDWLP represents and warrants as follows:

- (a) The SDWLP has complied with the provisions of the Statute and has full power and authority to execute and deliver this FAA, consummate the transactions contemplated hereby, and perform its obligations hereunder.
- (b) The SDWLP is not in violation of any of the provisions of the Constitution or laws of the State which would affect its powers referred to in the preceding paragraph (a).
- (c) Pursuant to the Statute, the SDWLP is authorized to execute and deliver this FAA, and to take actions and make determinations that are required of the SDWLP under the terms and conditions of this FAA.
- (d) The execution and delivery by the SDWLP of this FAA and the consummation of the transactions contemplated by this FAA shall not violate any indenture, mortgage, deed of trust, note, agreement, or other contract or instrument to which the State is a party or by which it is bound, or, to the best of the SDWLP's knowledge, any judgment, decree, order, statute, rule, or regulation applicable to the SDWLP, and all consents, approvals, authorizations, and orders of governmental or regulatory authorities that are required for the consummation of the transactions contemplated thereby have been obtained.
- (e) To the knowledge of the SDWLP, there is no action, suit, proceeding, or investigation, at law or in equity, before or by any court, public board, or body, pending or threatened, against or affecting the SDWLP, or, to the knowledge of the SDWLP, any basis therefor, wherein an unfavorable decision, ruling, or finding would adversely affect the transactions contemplated hereby or which, in any way, could adversely affect the validity of this FAA or any agreement or instrument to which the State is a party and which is used or contemplated for use in consummation of the transactions contemplated by each of the foregoing.

Section 2.02. Representations of the Municipality The Municipality represents and warrants as of the date of this FAA, and with respect to paragraphs (b), (k), (l), (m), (n), and (o), covenants during the term of this FAA, as follows:

- (a) The Municipality possesses the legal municipal form of a city under ch. 62, Wis. Stats. The Municipality is located within the State and is a "local governmental unit" within the meaning of the Statute, duly organized and existing under the laws of the State, and has full legal right, power, and authority to:
  - (1) conduct its business and own its properties,
  - (2) enter into this FAA, and
  - (3) carry out and consummate all transactions contemplated by this FAA.
- (b) The Municipality is in compliance and will remain in compliance with its Water Diversion Permit (if any).
- (c) The governing body of the Municipality has duly approved the execution and delivery of this FAA in the amount of \$405,000, and has authorized the taking of any and all action as may be required on the part of the Municipality and its authorized officers to carry out, give effect to, and consummate the transactions contemplated by this FAA.
- (d) This FAA has been duly authorized, executed, and delivered and constitutes a legal, valid, and binding obligation of the Municipality, enforceable in accordance with its terms.

- (e) To the knowledge of the Municipality, there is no action, suit, proceeding, inquiry, or investigation, at law or in equity, before or by any court, public board, or body, pending or threatened, against or affecting the Municipality, or, to the knowledge of the Municipality any, basis therefor:
  - (1) affecting the creation, organization, or existence of the Municipality or the title of its officers to their respective offices;
  - (2) seeking to prohibit, restrain, or enjoin the execution of this FAA:
  - (3) in any way contesting or affecting the validity or enforceability of this FAA, or any agreement or instrument relating to this FAA, or used or contemplated for use in the consummation of the transactions contemplated by this FAA; or
  - (4) wherein an unfavorable decision, ruling, or finding could adversely affect the transactions contemplated hereby.
- (f) The Municipality is not in any material respect in breach of or in default under any applicable law or administrative regulation of the State or the United States or any applicable judgment or decree or any agreement or other instrument to which the Municipality is a party, or by which it or any of its properties is bound, and no event has occurred that, with the passage of time, the giving of notice, or both, could constitute such a breach or default. The execution and delivery of this FAA and compliance with the provisions hereof shall not conflict with, or constitute a breach of or default under, any applicable law or administrative regulation of the State or of the United States or any applicable judgment or decree or any agreement or other instrument to which the Municipality is a party or by which it or any of its property is bound.
- (g) The resolution of the Municipality authorizing execution of this FAA has been duly adopted by the Municipality and remains in full force and effect as of the date hereof.
- (h) The Municipality has full legal right and authority and all necessary permits, licenses, easements, and approvals (other than such permits, licenses, easements, or approvals which are not by their nature obtainable prior to Substantial Completion of the Project) required as of the date hereof to carry on its activities relating to the Project, to undertake and complete the Project, and to carry out and consummate all transactions contemplated by this FAA.
- (i) The Municipality represents that it has not made any commitment or taken any action that shall result in a valid claim for any finders' or similar fees or commitments for obtaining the Loan under this FAA.
- (j) Each of the facilities constituting a part of the Project is eligible for financing under the Act. The DNR is granting a variance through this FAA to s. NR 166.07(2)(w), Wis. Adm. Code, to allow Service Lines to be eligible for SDWLP funding. A variance is also granted through this FAA to s. NR 166.10(2)(b), Wis. Adm. Code as plans and specifications are not required for Lead Service Line replacement projects. Any portions of the Project that are ineligible for financing from the SDWLP are listed within the Project Manager Summary attached hereto as Exhibit B. The Municipality intends the Project to be and continue to be an eligible project under the Statute throughout the term of this FAA. Each Service Line to be replaced as part of the Project will satisfy the federal environmental review requirements. The Project is an eligible project under s. 281.61, Wis. Stats.
- (k) All amounts shown in Exhibit A of this FAA are costs of a Project eligible for financial assistance under the Act or Statute. All proceeds of any borrowing of the Municipality that have been spent and are being paid with the proceeds of the Financial Assistance made hereunder have been spent on Project Costs. All Project Costs are reasonable, necessary, and allocable by the Municipality to the Project under generally accepted accounting principles. None of the

proceeds of the Loan shall be used directly or indirectly by the Municipality as working capital or to finance inventory, as opposed to capital improvements.

- (I) The Project is and will remain in compliance with all applicable federal, state, and local laws and ordinances (including rules and regulations) relating to zoning, building, safety, and environmental quality. The Municipality has complied with and completed all requirements of DNR necessary to commence construction of the Project prior to the date hereof. The Municipality intends to proceed with due diligence to complete the Project pursuant to Section 4.02 hereof.
- (m) The Municipality represents that it has satisfied and will continue to satisfy all the applicable requirements in ss. 281.61(3), (4), (5), and (8m), Wis. Stats., ch. NR 166, Wis. Adm. Code, and ch.145, Wis. Stats.
- (n) The Municipality is in substantial compliance and will remain in substantial compliance with all conditions, requirements, and terms of any financial assistance previously awarded through the federal construction grants program, the Wisconsin Fund construction grants program, the CWFP, and the SDWLP.
- (o) The Municipality has met all terms and conditions contained herein and certifies that the Project funded through this agreement will result in the entire Service Line being lead-free and that no partial replacement will result in a service line that is still partially lead.
- (p) The Municipality represents that it has submitted to DNR a budget estimate and documentation related to individuals or firms hired to perform work for the Project, as required by DNR.
- (q) The representations of the Municipality in the Application are true and correct as of the date of this FAA and are incorporated herein by reference as if fully set forth in this place.
- (r) There has been no material adverse change in the financial condition or operation of the Municipality or the Project since the submission date of the Application.
- (s) The Municipality acknowledges that it is eligible to receive Financial Assistance in the form of a Loan of \$405,000 with Principal Forgiveness of \$405,000 for payment of Project Costs.

# ARTICLE III FINANCIAL ASSISTANCE PROVISIONS

Section 3.01. <u>Financial Assistance Clause</u> Prior to disbursement, the Financial Assistance shall be held by the SDWLP. Earnings on undisbursed Loan funds shall be for the account of the SDWLP. Financial Assistance shall be disbursed only upon submission by the Municipality of disbursement requests and approval thereof as set forth in Section 3.02 hereof.

#### Section 3.02. Disbursement of Financial Assistance

- (a) Each disbursement request shall be delivered to DNR. Each request must contain invoices or other evidence acceptable to DNR and DOA that Project Costs for which disbursement is requested have been incurred by the Municipality.
- (b) The SDWLP, through its agents, plans to make disbursements of Financial Assistance on a semimonthly basis upon approval of each disbursement request by DNR and DOA. Such approval by DNR and DOA may require adjustment and corrections to the disbursement request submitted by the Municipality. The Municipality shall be notified whenever such an adjustment or correction is made by DNR or DOA.
- (c) Disbursements made to the Municipality are subject to pre- and post-payment adjustments by DNR or DOA.
  - (1) If the Financial Assistance is not yet fully disbursed, and SDWLP funds were previously disbursed for costs not eligible for SDWLP funding or not eligible under this FAA, the SDWLP shall make necessary adjustments to future disbursements.
  - (2) If the Financial Assistance is fully disbursed, including disbursements for any costs not eligible for SDWLP funding or not eligible under this FAA, the Municipality agrees to repay to the SDWLP an amount equal to the non-eligible costs within 60 days of notification by DNR or DOA.
- (d) The SDWLP or its agent shall disburse Financial Assistance only to the Municipality's account by electronic transfer of funds. The Municipality hereby covenants that it shall take actions and provide information necessary to facilitate these transfers. The Municipality agrees to pay Project invoices in a timely manner.
- (e) All requests for disbursement must be submitted to DNR no later than January 27, 2023, and such request for disbursement shall only include Project costs incurred on or before December 31, 2022.

#### Section 3.03. Remedies

- (a) If the Municipality:
  - (1) or any authorized representative is not complying with federal or state laws, regulations, or requirements relating to the Project, and following due notice by DNR the Project is not brought into compliance within a reasonable period of time; or
  - (2) is not complying with or is in violation of any covenant set forth in this FAA; or
  - (3) is not in compliance with the Statute or the Regulations;

then DNR may, until the Project is brought into compliance or the FAA non-compliance is cured to the satisfaction of DNR or DOA, impose one (1) or more of the following sanctions:

- (i) Disbursements otherwise due the Municipality may be withheld.
- (ii) Project work may be suspended.
- (iii) DNR may request a court of appropriate jurisdiction to enter an injunction or afford other equitable or judicial relief as the court finds appropriate.
- (iv) Other administrative remedies may be pursued.
- (b) If the Municipality fails to observe or perform any covenant, condition, or agreement on its part under this FAA for a period of thirty (30) days after written notice is given to the Municipality by DNR, specifying the default and requesting that it be remedied, the SDWLP is provided remedies by law and this FAA. These remedies include, but are not limited to, the following rights:
  - (1) Pursuant to s. 281.59(11)(b), Wis. Stats., DOA shall place on file a certified statement of all amounts due the SDWLP under this FAA. DOA may collect all amounts due the SDWLP by deducting those amounts from any State payments due the Municipality or adding a special charge to the amount of taxes apportioned to and levied upon the county in which the Municipality is located under s. 70.60, Wis. Stats.
  - (2) In the case of a joint utility system, the SDWLP may bill the users of the Municipality's system directly.
  - (3) The SDWLP may enforce any right or obligation under this FAA, including the right to seek specific performance or mandamus, whether such action is at law or in equity.

Section 3.04. <u>FAA Effective Date and FAA Term</u> This FAA shall become effective upon its execution and delivery by the parties hereto, shall remain in effect for a period of 3 years from the date of Final Completion.

# ARTICLE IV CONSTRUCTION OF THE PROJECT

#### Section 4.01. Construction of the Project

- (a) The Municipality shall construct the Project, or cause it to be constructed, to Final Completion in accordance with the Application. The Municipality shall proceed with the construction of the Project in conformity with law and with all applicable requirements of governmental authorities having jurisdiction with respect thereto.
- (b) If a Lead Service Line, including both the public portion and the private portion of the line, cannot be replaced in its entirety at one time, the Municipality shall supply water filters to any affected homes to minimize any harmful effects; funding will not be disbursed until the replacement of the entire line is complete.

#### Section 4.02. Completion of the Project

- (a) The Municipality agrees that it shall undertake and complete the Project for the purposes and in the manner set forth in this FAA and in accordance with all federal, state, and local laws, ordinances, and regulations applicable thereto. The Municipality shall, with all practical dispatch and in a sound and economical manner, complete or cause to be completed, the construction of the Project. The Municipality shall obtain all necessary approvals from any and all governmental agencies prior to construction which are requisite to the Final Completion of the Project.
- (b) The Municipality shall notify DNR of the Substantial Completion of the Project. At or prior to completion of the Project, the Municipality shall cause to be prepared for the Project documentation identifying the addresses where Lead Service Lines were replaced, the depth and location of all new service lines, and the material of the new service lines.
- (c) The Municipality shall take and institute such proceedings as shall be necessary to cause and require all contractors and material suppliers to complete their contracts diligently and in accordance with the terms of the contracts including, without limitation, the correcting of defective work.
- (d) Upon Final Completion of the Project, the Municipality shall complete and deliver to DNR the documentation described in section 4.02(b) above.

Section 4.03. No Warranty Regarding Condition, Suitability, or Cost of Project Neither the SDWLP, DOA, nor DNR makes any warranty, either express or implied, as to the Project or its condition, or that it shall be suitable for the Municipality's purposes or needs, or that the Financial Assistance shall be sufficient to pay the costs of the Project. Review or approval of any engineering reports, facilities plans, plans and specifications, or other documents, or the inspection of Project construction by DNR does not relieve the Municipality of its responsibility to properly plan, design, build, and effectively operate and maintain the Project as required by laws, regulations, permits, and good management practices. DNR or its representatives are not responsible for increased costs resulting from defects in any plans and specifications or other Project documents. Nothing in this section prohibits a Municipality from requiring more assurances, guarantees, or indemnity or other contractual requirements from any party performing Project work.

#### ARTICLE V COVENANTS

- Section 5.01. <u>Application of Financial Assistance</u> The Municipality shall apply the proceeds of the Financial Assistance solely for Project Costs.
- Section 5.02. Operation and Maintenance After completion of the Project, the Municipality shall:
  - (a) at all times operate the Water System or otherwise cause the Water System to be operated properly and in a sound and economical manner, including proper training of personnel;
  - (b) maintain, preserve, and keep the Water System or cause the Water System to be maintained, preserved, and kept in good repair, working order, and condition; and
  - (c) periodically make, or cause to be made, all necessary and proper repairs, replacements, and renewals so that at all times the operation of the Water System may be performed properly. The Municipality shall not, during the term of this FAA, without the approval of DNR, discontinue operation of or sell or otherwise dispose of the Water System, except for portions of the Water System sold or otherwise disposed of in the course of ordinary repair and replacement of parts.
- Section 5.03. <u>Compliance with Law</u> At all times during construction of the Project and operation of the Water System, the Municipality shall comply with all applicable federal, state, and local laws, ordinances, rules, regulations, permits, and approvals, outstanding FAA requirements, including, without limitation, the Statute, the Regulations, and the Water Diversion Permit (if any), and with this FAA.
- Section 5.04. <u>Public Ownership</u> The Municipality shall at all times retain ownership of the Water System to which the Service Lines funded through this FAA are attached.

#### Section 5.05. Establishment of Project Accounts

- (a) The Municipality shall maintain a separate account that reflects the receipt and expenditure of all SDWLP funds for the Project. All Financial Assistance shall be credited promptly upon receipt thereof and shall be reimbursement for or expended only for Project Costs. The Municipality shall:
  - (1) permit any authorized representative of DNR or DOA, or agents thereof, the right to review or audit all records relating to the Project or the Financial Assistance:
  - (2) produce, or cause to be produced, all records relating to any work performed under the terms of this FAA for examination at such times as may be designated by any of them
  - (3) permit extracts and copies of the Project records to be made by any of them; and
  - (4) fulfill information requests by any of them.
- Section 5.06. Records The Municipality shall retain all files, books, documents, and records relating to construction of the Project for at least three years following the date of Final Completion of the Project, or for longer periods if necessary due to any appeal, dispute, or litigation. Information about the locations of the lines replaced and the material composition of those lines shall be made part of the Municipality's permanent records.
- Section 5.07. <u>Project Areas</u> The Municipality shall permit representatives of DNR visual access to the Project and various related records at reasonable times and allow extracts and copies of Project records to be made by DNR representatives.

Section 5.08. <u>Notice of Impaired System</u> The Municipality shall promptly notify DNR and DOA in the case of: any material damage to or destruction of the Project or any part thereof; any actual or threatened proceedings for the purpose of taking or otherwise affecting by condemnation, eminent domain, or otherwise, all or a part of the Water System; any action, suit, or proceeding at law or in equity, by or before any governmental instrumentality or agency; or any other event that may impair the ability of the Municipality to construct the Project or operate the Water System.

Section 5.09. <u>Hold Harmless</u> The Municipality shall save, keep harmless, and defend DNR, DOA, and all their officers, employees, and agents, against any and all liability, claims, and costs of whatever kind and nature, for injury to or death of any person or persons, and for loss or damage to any property occurring in connection with or in any way incident to or arising out of the construction, occupancy, use, service, operation, or performance of work in connection with the Project, including acts or omissions of the Municipality's employees, agents, or representatives.

#### Section 5.10. Nondiscrimination Covenant

- (a) In connection with the Project, the Municipality agrees to comply with fair employment practices pursuant to subchapter II of ch. 111, Wis. Stats. This provision shall include, but is not 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 Municipality agrees to post in conspicuous places, available for employees and applicants for employment, notices setting forth the provision of the nondiscrimination clause.
- (b) The Municipality shall incorporate into all Project contracts which have yet to be executed the following provision: "In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant because of age, race, religion, color, handicap, sex, physical condition, developmental disability, or national origin. The contractor further agrees to comply with fair employment practices pursuant to subchapter II of ch. 111, Wis. Stats. 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. The contractor further agrees to take affirmative action to ensure equal employment opportunities for persons with disabilities. The contractor agrees to post in conspicuous places, available for employees and applicants for employment, notices setting forth the provisions of the nondiscrimination clause."
- Section 5.11. <u>Employees</u> The Municipality or its employees or agents are not employees or agents of the DNR or DOA for any purpose, including worker's compensation.
- Section 5.12. <u>Reimbursement</u> Any payment of Financial Assistance to the Municipality in excess of the amount determined by final audit to be due the Municipality shall be reimbursed to DOA within 60 days after DNR or DOA provides a notice of overpayment.
- Section 5.13. <u>Rebates</u> The Municipality agrees to pay to the SDWLP any refunds, rebates, credits, or other amounts received for Project Costs that have already been funded by the SDWLP.

#### Section 5.14. Maintenance of Legal Existence

- (a) Except as provided in par. (b), the Municipality shall maintain its legal existence and shall not dissolve or otherwise dispose of all or substantially all of its assets and shall not consolidate with or merge into another legal entity.
- (b) A Municipality may consolidate with or merge into any other legal entity, dissolve or otherwise dispose of all of its assets or substantially all of its assets, transfer all or substantially all of its assets to another legal entity (and thereafter be released of all further obligation under this FAA) if:

- (1) the resulting, surviving, or transferee legal entity is a legal entity established and duly existing under the laws of Wisconsin;
- (2) such resulting, surviving, or transferee legal entity is eligible to receive financial assistance under the Statute:
- (3) such resulting, surviving, or transferee legal entity expressly assumes in writing all of the obligations of the Municipality contained in this FAA and any other documents the SDWLP deems reasonably necessary to protect its environmental interests and its investment in the Project; and
- (4) the SDWLP shall have consented in writing to such transaction, which consent may be withheld in the absolute discretion of the SDWLP.
- Section 5.15. <u>American Iron and Steel</u> The Municipality agrees to comply with the requirements for use of American Iron and Steel as mandated under EPA's Drinking Water State Revolving Fund program.

Section 5.16. <u>Wage Rate Requirements</u> The Municipality represents that it shall comply with Section 1450(e) of the Safe Drinking Water Act (42 USC 300j-9(e)), as applicable, which requires that all laborers and mechanics employed by contractors and subcontractors funded directly by or assisted in whole or in part with funding under this Loan shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor (DOL) in accordance with subchapter IV of chapter 31 of title 40, United States Code. Detail regarding applicability is provided in the Project Manager Summary (Exhibit B).

#### ARTICLE VI MISCELLANEOUS

Section 6.01. <u>Notices</u> All notices, certificates, or other communications hereunder shall be sufficiently given, and shall be deemed given when hand delivered or mailed by registered or certified mail, postage prepaid, return receipt requested to the addresses set forth below:

- (a) Department of Administration
  Office of Capital Finance
  Environmental Improvement Fund
  101 East Wilson Street, 10th Floor
  Madison, WI 53702-0004
  or
  PO Box 7864
  Madison, WI 53707-7864
- (b) Department of Natural Resources Bureau of Community Financial Assistance 101 South Webster Street, 2<sup>nd</sup> Floor Madison, WI 53702-0005 or PO Box 7921 Madison, WI 53707-7921
- (c) City of Sheboygan 828 Center Avenue Sheboygan, WI 53081

Any of the foregoing parties may designate any further or different addresses to which subsequent notices, certificates, or other communications shall be sent, by giving written notice to the others. Any notice herein shall be delivered simultaneously to DNR and DOA.

Section 6.02. <u>Binding Effect</u> This FAA shall be for the benefit of, and shall be binding upon, the SDWLP and the Municipality and their respective successors and assigns.

Section 6.03. <u>Severability</u> In the event any provision of this FAA shall be held illegal, invalid, or unenforceable by any court of competent jurisdiction, such holding shall not invalidate, render unenforceable, or otherwise affect any other provision hereof.

Section 6.04. Execution in Counterparts This FAA may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 6.05. <u>Applicable Law</u> This FAA shall be governed by and construed in accordance with the laws of the State, including the Statute.

Section 6.06. <u>Further Assurances</u> The Municipality shall, at the request of DNR and DOA, authorize, execute, acknowledge, and deliver such further resolutions, conveyances, transfers, assurances, financing statements, and other instruments as may be necessary or desirable for obtaining funding for the Project and better assuring, conveying, assigning, and confirming the rights, security interests, and agreements granted or intended to be granted by this FAA.

Section 6.07. <u>Termination</u> This FAA may be terminated in whole or in part pursuant to one or more of the following:

- (a) The SDWLP and the Municipality may enter into an agreement to terminate this FAA at any time. The termination agreement shall establish the effective date of termination of this FAA, the basis for settlement of termination costs, and the amount and date of payment of any sums due either party.
- (b) If the Municipality wishes to terminate all or any part of the Project work unilaterally for which Financial Assistance has been awarded, the Municipality shall promptly give written notice to DNR. If the SDWLP determines that there is a reasonable basis for the requested termination, the SDWLP may enter into a termination agreement, including provisions for FAA termination costs, effective with the date of cessation of the Project work by the Municipality. If the SDWLP determines that the Municipality has ceased work on the Project without reasonable basis, the SDWLP may unilaterally terminate Financial Assistance or rescind this FAA, or both.

Section 6.08. <u>Rescission</u> The SDWLP may rescind this FAA prior to the first disbursement of any funds hereunder if it determines that:

- (a) there has been substantial non-performance of the Project work by the recipient without justification under the circumstances;
- (b) there is substantial evidence this FAA was obtained by fraud;
- (c) there is substantial evidence of gross abuse or corrupt practices in the administration of the Project;
- (d) the Municipality has failed to comply with the covenants contained in this FAA; or
- (e) any of the representations of the Municipality contained in this FAA were false in any material respect.

IN WITNESS WHEREOF, the SDWLP and the Municipality have caused this FAA to be executed and delivered, as of the date and year first written above.

CITY OF SHEBOYGAN
By:
By:
Attest:
Meredith DeBruin City Clerk
STATE OF WISCONSIN DEPARTMENT OF ADMINISTRATION
By:Authorized Officer
STATE OF WISCONSIN DEPARTMENT OF NATURAL RESOURCES
By:
Authorized Officer

# **EXHIBIT A**

# PROJECT BUDGET SHEET SUMMARY

CITY OF SHEBOYGAN SDWLP Project No. 4901-10

	Total Project Costs	Costs NOT Eligible for LSL PF	Total LSL Principal Forgiveness Amount
Force Account	0	0	0
Engineering	0	0	0
Construction/Equipment	594,510	189,510	405,000
Contingency	0	0	0
Miscellaneous Costs	0	0	0
TOTAL	\$594,510	\$189,510	\$405,000

#### **EXHIBIT B**

#### PROJECT MANAGER SUMMARY

CITY OF SHEBOYGAN SDWLP Project No. 4901-10

1. Project Description: The City of Sheboygan is completing LSL replacements both as part of a municipally-bid contract and utilizing a list of prequalified plumbers/contractors. Replacements on St. Clair Avenue: 10<sup>th</sup> to 14<sup>th</sup> Street, New York Avenue: 9<sup>th</sup> to 10<sup>th</sup> Street, Ontario Avenue: 9<sup>th</sup> to 10<sup>th</sup> Street, and South 12<sup>th</sup> Street: Georgia to Alabama Avenue are being completed under the municipal contract while emergency repairs and other spot replacements are contracted directly by the homeowner with a plumber/contractor from the prequalified list. Funding under this agreement is expected to cover approximately 48 replacements under the municipal contract and an estimated 127 spot replacements for a total of 175 LSL replacements. Sheboygan was a participant in the previous Private LSL Replacement Program in 2017, 2018, and 2021.

In Sheboygan, the entire service line, from the watermain to the connection point inside the building, is owned by the customer. The water utility offers a grant for 50% of the cost of the entire replacement, up to a cap of \$6,000. The remaining portion can be covered by a 0% loan for up to 72 months. Funding under this agreement is only being applied to the portion of the service line between the curb stop and the connection point inside the building; the entire \$6,000 may be applied to the customer side.

Eligible replacements consist of the replacement of the Service Line from the curb stop of a municipallyowned water main or service line to the meter, or other water utility service terminal on private residential property, a pre k–12 school, or a licensed and/or certified daycare center.

All private LSL replacements must result in <u>complete</u> removal of <u>all</u> lead components between the watermain and the connection point inside the building. Galvanized service lines, on the public or the private side, are considered lead for the purpose of determining whether a Lead Service Line has been completely replaced.

If a Lead Service Line, including both the public portion and the private portion of the line, cannot be replaced in its entirety at one time, resulting in a service line that is temporarily composed partially of lead, the water utility is required to provide the customer with point-of-use filtration. Filters must be models that have been tested and certified to NSF/ANSI 53 for the reduction of lead. Funding through this FAA shall not be disbursed for those lines until all lead components have been completely replaced, and such replacement should be completed within 45 days of the initial replacement of a portion of the Lead Service Line, unless the public side of the Lead Service Line was replaced prior to participation in the Private LSL Replacement Program. Please refer to the LSL Replacement Best Practices document attached as Exhibit C.

2. Ineligible Costs: Contracted costs for the portion of the service line from the watermain through the curb stop: \$189,510.

In general, costs that are ineligible for the Private LSL Replacement Program include:

- Private LSL replacements where the public side has not been replaced (partial replacements);
- Premise plumbing, which includes anything downstream of the normal connection point inside the home;
- The curb stop, or any other components of the utility side of the service line;
- Costs for engineering or administration unless the recipient's population is 3,300 or less.
- DBE Good Faith Effort: The Sheboygan Water Utility and the prime contractor met Disadvantaged Business Enterprise (DBE) solicitation requirements by placing bid ads with language soliciting DBEs. DBE solicitation language was also included in the RFQ advertisement when the list of prequalified plumbers/contractors was developed.

4. Davis-Bacon Wage Rate Requirements: For projects where the work was bid as a municipal contract, all work must comply with Davis-Bacon and Related Acts requirements.

For projects where the homeowner contracts directly with a plumber or contractor from a prequalified list, Davis-Bacon and Related Acts requirements apply under the following conditions:

- The property is owned in the name of a business:
- The plumber/contractor is <u>not</u> a sole proprietor or a partnership where the owners perform <u>all</u> the work on the project; and
- The cost of the replacement is greater than \$2,000.

It is the municipality's responsibility to verify property ownership or plumber/contractor employee status in order to determine if Davis-Bacon requirements apply.

- 5. Environmental Review Conditions: Sheboygan has been submitting documentation for the environmental assessment process for one or two properties at a time, other than for replacements along the properties related to the contracted costs. At the time of this FAA, all sites have been cleared as Categorical Exclusions with no construction requirements, though standard invasive species guidance has been provided. Archaeological/historical clearance has also been given with no issues identified. Any additional sites that have not been cleared at the time of this FAA will still be submitted for review.
- 6. Closeout Documentation: At Project completion the municipality will submit to DNR the documentation described in section 4.02(b) of this FAA: the addresses where Lead Service Lines were replaced, the depth and location of all new service lines, and the material of the new service lines.
- 7. Final Disbursement Submittal Date: The final date to submit a Request for Disbursement (form 8700-366) under this FAA is Friday, January 27, 2023. This is the submittal deadline for disbursements that will be made on February 8, 2023. We strongly encourage all recipients to submit their final Request for Disbursement by no later than Friday, January 13, 2023, in order to allow time if any questions arise on that disbursement request or any adjustments need to be made.

No Requests for Disbursement will be accepted after January 27, 2023. If a Request for Disbursement for costs incurred on or before December 31, 2022 is not submitted by the deadline, those costs will need to be covered by the municipality or the property owner.

#### **EXHIBIT C**

#### BEST PRACTICES FOR LEAD SERVICE LINE REPLACEMENTS

The Federal Lead and Copper Rule Revisions (LCRR) are now in effect. All public water systems must be in compliance with the LCRR by October 16, 2024.

Note that public water systems may choose, but are not required, to meet these requirements prior to October 16, 2024.

Under the LCRR, any public water system that conducts lead service line removal must meet all of the requirements listed below. Note that under the LCRR, these requirements apply to all of the following activities: full and partial<sup>1</sup> lead service line replacement; replacement of a galvanized service line that is currently, or was ever formerly, downstream of a lead service line; and removal of a lead gooseneck, pigtail, or connector.

For participants in the Private Lead Service Line Replacement Program, these steps are suggested, but not required, for participation in the program.

#### Lead Service Line Replacement Requirements under the LCRR

- Notice and Public Education. Provide notice to the owner of the affected service line as well as non-owner resident(s)<sup>2</sup> served by the affected service line within 24 hours of completion of the replacement. The notice must include all the following information, in accordance with §141.85(a) of the LCRR.
  - Explain that consumers may experience a temporary increase of lead levels in their drinking water due to the replacement.
  - Provide information about the health effects of lead.
  - Provide information about actions consumers can take to minimize their exposure to lead in drinking water,
- Flushing Information. Provide information about service line flushing before the replaced service line is returned to service.
- 3. **Filters.** Provide the consumer(s)<sup>3</sup> with a pitcher filter or point-of-use device certified by an American National Standards Institute accredited certifier to reduce lead, six months of replacement cartridges, and instructions for use before the replaced service line is returned to service.
- 4. **Follow-up Sampling.** Offer to the consumer to take a follow up tap sample between three months and six months after completion of the replacement and provide the results of the sample to the consumer in accordance with paragraph (d) of this section.

<sup>&</sup>lt;sup>1</sup> In addition to the requirements listed above, any water system that plans to partially replace a lead service line in coordination with planned infrastructure work must provide notice to the owner of the affected service line, or the owner's authorized agent, as well as non-owner resident(s) served by the affected service line at least 45 days prior to the replacement. The notice must explain that the system will replace the portion of the line it owns and offer to replace the portion of the service line not owned by the water system. However, the water system is not required to bear the cost of replacement of the portion of the affected service line not owned by the water system.

<sup>&</sup>lt;sup>2</sup> In instances where multi-family dwellings are served by the lead service line to be replaced, the water system may elect to post the information at a conspicuous location instead of providing individual notification to all residents.

<sup>&</sup>lt;sup>3</sup> If the lead service line serves more than one residence or non-residential unit (e.g., a multi-unit building), the water system must provide a filter and six months of replacement cartridges and use instructions to every residence in the building.

Item 12. R. C. No.  $\sqrt{9}$  - 22 - 23. By FINANCE AND PERSONNEL COMMITTEE. August 15, 2022. Your Committee to whom was referred DIRECT REFERRAL R. O. No. 26-22-23 by Finance Director submitting a report in response to a request for direction from the Finance and Personnel Committee on the steps moving forward to complete the compensation study and wage scale adoption; recommends filing the report. 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

Dated\_\_\_\_\_\_\_, City Clerk

Approved\_\_\_\_\_\_, Mayor

the \_\_\_\_\_, 20\_\_\_\_.



#### DIRECT REFERRAL TO FINANCE AND PERSONNEL COMMITTEE

R. O. No. 26 - 22 - 23. By FINANCE DIRECTOR. June 27, 2022.

Submitting a report in response to a request for direction from the Finance and Personnel Committee on the steps moving forward to complete the compensation study and wage scale adoption.

#### BACKGROUND / ANALYSIS:

In April 2021, the City contracted with the consulting firm, Carlson-Dettmann, to conduct a full classification and compensation study for all non-represented positions. This study's purpose was to determine the comparability of the City's wage rates with that of other municipalities and, to the extent possible, the private sector for the purposes of developing a new pay plan for the City. The result of this study was a proposed wage schedule that was presented to Department Heads, Finance and Personnel Committee and Common Council.

On Monday, June 20th, the Common Council considered R.C. No. 33-23-23, which would have adopted the updated wage classifications and steps as part of the 2022 City compensation program. It was voted to be referred back to this Committee for additional evaluation and review to gain the confidence of both Council and staff.

The below items have been communicated for staff to address:

- Human Resource professional involvement
- Request for a Council meeting with a representative on-site from Carlson-Dettmann available to answer questions and address concerns
- Communication of the process and results to Common Council and all affected staff
- Need for understanding related to data and formulas used to classify positions
- Explore if separate scales should be considered for different departments/areas
- Recognition of staff's seniority in the implementation plan
- Possible verbal interviews by consultant with staff
- Financial impact on the City's budget

#### STAFF COMMENTS:

To successfully move forward in this process, it is imperative to receive clear expectations and direction from Council members to alleviate any concerns surrounding the process or the results. Though the above listing has been compiled, the Finance and Personnel Committee may need to elaborate on all or some items to define minimum requirements needing to be met in order for confidence to be gained.



ACTION F	EQUESTED:
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Staff is requesting well-defined direction from the Finance and Personnel Committee on the requirements to complete this study and come to an agreeable compensation plan.

Finance Director

Item 13.



R. C. No.  $\frac{70}{22}$  - 23. By FINANCE AND PERSONNEL COMMITTEE. August 15, 2022.

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

-					_						
						-			 Com	mitte	ee
	adopted	by the Co	ommon	Council	of	the	Committee City of , 20	Sheboyga	_	_	
Date	d			20	<u> </u>				 , City	Cler	k
Appr	oved			20					 	Mayo	r



#### DIRECT REFERRAL TO FINANCE AND PERSONNEL COMMITTEE

R. O. No. 52 - 22 - 23. By FINANCE DIRECTOR. August 8, 2022.

Submitting a report to the Finance and Personnel Committee regarding the progress of the Carlson-Dettmann Compensation Study.

# BACKGROUND / ANALYSIS:

On June 27th, the Finance and Personnel Committee reviewed a report from the Finance Director requesting guidance on how to mitigate concerns/questions and complete the Carlson-Dettmann Compensation Study. As part of the discussion that day, it was requested by the Committee that a report be shared each meeting moving forward on the progress of various areas of concern. The following notes have been compiled in order to fulfill this request.

The below items were discussed and a brief status is listed below it:

• Human Resource professional involvement

The City received assistance from Sandra Matz, the previous Human Resources Director of Appleton, for the review meetings with Patrick Glynn and Department Heads. Sandra provided the City with recommendations for policy and procedure updates to guarantee consistent and fair pay scale adjustments in the future.

 Request for a Finance and Personnel Committee meeting with a representative on-site from Carlson-Dettmann available to answer questions and address concerns

This meeting occurred on July 25th.

• Communication of the process and results to Common Council and all affected staff

Staff will continue to communicate as necessary throughout the next steps of the process. A report will be given at every Finance & Personnel Committee meeting until study is completed.

An email has been sent on August  $4^{\rm th}$  to all employees affected by the study to give them a status update.

• Need for understanding related to data and formulas used to classify positions

Several presentations have been given throughout the review process to increase understanding related to the methods and results of the

compensation study. Additionally, City Administrator Wolf and I have been meeting with individuals as requested to go over questions and concerns.

• Explore if separate scales should be considered for different departments/areas

Based on research and industry standard, staff is recommending the Public Works scale remains consolidated within the new pay plan.

At the last Common Council meeting, it was suggested that the library be removed from the City non-represented compensation study and pay plan. It has been brought to my attention that several Alders are uncomfortable making decisions on behalf of another governing board. The Library Board has the sole power to decide wage and other related decisions without the input of Common Council due to Wisconsin State Statute Chapter 43.

• Recognition of staff's seniority in the implementation plan

The Finance Director has prepared and presented different scenario calculations to the Committee. These scenarios will be available for discussion at the August 8<sup>th</sup> Committee meeting.

· Possible verbal interviews by consultant with staff

Six Department Heads met with Carlson-Dettmann for review of various positions on July 25<sup>th</sup>. Carlson-Dettmann is currently working through the necessary steps to review positions of concern and will provide final recommendations to the City as soon as available.

· Financial impact on the City's budget

Information will be presented at the August 8th Committee meeting.

Back Pay

The current version of Munis, the City's payroll system, does not allow for system-generated back pay and would result in many hours of manual labor for the Finance Department. With the current workload of the payroll staff, it is unfeasible to perform the back pay in the current version.

The Finance Department is currently testing within the upgraded version of Munis to determine how the system will function for back pay. The City will be upgrading to the new version August  $12^{\rm th}$  and  $13^{\rm th}$ .

STAFF	COMMENTS

Staff will bring forward additional information at the August  $22^{\rm nd}$  Finance and Personnel meeting for discussion and possible action.

# ACTION REQUESTED:

Staff requests the Committee file this report.

Finance Director

# AGREEMENT BETWEEN THE CITY OF SHEBOYGAN, WISCONSIN AND THE SHEBOYGAN WATER UTILITY FOR THE PROVISION OF AMERICAN RESCUE PLAN ACT FUNDS IN SUPPORT OF THE RAW WATER IMPROVEMENTS PROJECT

The parties to this Agreement are the City of Sheboygan, Wisconsin ("City"), a municipal corporation with principal offices at 828 Center Avenue, Sheboygan, Wisconsin 53081; and the Sheboygan Water Utility ("Utility"), a public water utility owned by the City and operated by the Board of Water Commissioners, with principal offices at 72 Park Avenue, Sheboygan, Wisconsin 53081.

#### **WITNESSETH:**

WHEREAS:	The	City owns and	operates the	Sheboygan	Water Utility; and

- WHEREAS: The Utility collects, processes and sells water to customers located within the City and sells water wholesale to the City of Sheboygan Falls and the Village of Kohler; and
- WHEREAS: The Utility currently collects raw water from Lake Michigan via an intake system consisting of a 1959 intake pipe located 2000 feet from shore and a 1909 intake pipe located 5,000 feet from shore, a shore well, and a low lift pump station; and
- WHEREAS: The Utility has determined that the intake system requires reconstruction as the 1909 intake pipeline and shorewell have reached normal working lifetimes, and the 1959 intake pipeline is highly vulnerable to winter icing and run off, and because the low lift pump station has been detrimentally impacted by Lake Michigan water levels; and
- WHEREAS: The Utility has entered into a contract for services with CD Smith for the improvements, attached and incorporated herein as Exhibit A; and
- WHEREAS: The Utility intends to fund the improvements via an increased water rate, the Safe Drinking Water Loan Program, and a federal directed spending appropriation; and
- WHEREAS: The City has received American Rescue Plan Act ("ARPA") local fiscal recovery funds, which are intended to address negative economic impacts and inequities perpetuated by the COVID-19 pandemic; and
- WHEREAS: ARPA fund recipients are authorized by the Interim Final Rule published in May, 2021, and by final rule made effective April 1, 2022, to use funds to make necessary investments in water infrastructure; and
- WHEREAS: The parties agree that the improvements qualify as "necessary" under the Interim Final Rule because they are designed to provide an adequate minimum level of water service and are unlikely to be made using privately sourced funds; and
- WHEREAS: The City desires to contribute ARPA funds to the improvements in order to reduce the amount of borrowing and rate increases otherwise necessary to fund the improvements; and

WHEREAS: The City approved contributing \$9,550,000.00 of ARPA funds to the improvements

via Resolution 71-21-22, adopted on October 19, 2021, attached and incorporated

herein as Exhibit B; and

WHEREAS: The parties desire a contract executing the October 19, 2021 obligation of ARPA

funds.

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

- 1. <u>Effective Date and Term</u>. The effective date of this Agreement shall be June 16, 2022 and the term of this Agreement shall continue in full force and effect until project completion and final reporting made to the United States Treasury. The parties agree on behalf of themselves and their successors in interest and assigns, notwithstanding any contrary provision of law or equity, that this Agreement shall continue in full force and effect throughout its term.
- 2. <u>Authority.</u> This Agreement is entered into between the parties pursuant to Wis. Stat. § 66.0301 authorizing cooperation between a municipality and a water utility district and by Resolution No. 71-21-22 establishing the City's intention for spending \$9,550,000.00 of the American Rescue Plan Act ("ARPA")- Local Fiscal Recovery Funds the City received to support the Utility's Raw Water Intake Project ("Project").
- 3. <u>Federal Assistance Notice</u>. This Agreement is a subrecipient agreement funded with a federal assistance award to the City of Sheboygan from the US Department of Treasury under Sections 602(b) and 603(b) of the Social Security Act, as added by section 9901 of ARPA Coronavirus State and Local Fiscal Recovery Fund ("LFRF"). The award is documented in the Award Terms and Conditions, signed by the Mayor on May 19, 2021, attached and incorporated herein as Exhibit C. The parties agree to comply with the applicable requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act and guidance issued by the Treasury Department as well as the Federal Terms & Conditions Addendum attached and incorporated herein as Exhibit D.
- 4. <u>City Responsibilities</u>. The City shall provide the Utility with \$9,550,000.00 ("transferred funds") by wire transfer. The City shall include this obligation and expense in its regular reporting to the United States Treasury in accordance with the Treasury's June 17, 2022 Compliance and Reporting Guidance for State and Local Fiscal Recovery Funds.
- <u>Utility Responsibilities</u>. The Utility shall only use the transferred funds in support of the Project.
  The Utility shall provide all data, information and documentation as requested by the City in order to facilitate accurate and complete reporting to the Treasury.
- 6. <u>Schedule</u>. The Utility shall expend the funds provided to it by the City no later than December 1, 2024. Any funds not expended by that time shall be returned to the City by December 31, 2024.
- 7. 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.

8. <u>Notices</u>. Any notices required or permitted hereunder shall be given in writing and shall be delivered (a) in person, with proof of service (b) by U.S. mail or (c) by electronic mail, and such notices shall be addressed as follows:

City of Sheboygan
Attn: Kaitlyn Krueger
828 Center Ave.
Sheboygan, WI 53081
Kaitlyn.Krueger@sheboyganwi.gov

Sheboygan Water Utility
Attn: Joe Trueblood
72 Park Ave.
Sheboygan, WI 53081

<u>Ioetrueblood@sheboyganwater.org</u>

- 9. <u>Assignment</u>. No party may assign any of their rights or obligations under this Agreement in whole or part without the prior written consent of the other parties, which may be withheld in any party's sole discretion.
- 10. <u>Interpretation</u>. This Agreement shall not be subject to the rule of interpretation construing ambiguities against the drafter, this Agreement being the product of the negotiation and drafting by attorneys for all the parties.
- 11. <u>Headings</u>. Headings in this Agreement are for reference only and are not to be considered substantial provisions.
- 12. <u>Authorization</u>. Each person signing this Agreement represents and warrants to the other party that he/she has been duly authorized by all necessary action to execute and deliver this Agreement and bind the party for which they purport to sign to the terms of this Agreement.
- 13. <u>Counterparts & Signatures</u>. This Agreement may be signed in counterparts. Facsimile and electronic signatures shall have the same effect as original signatures.
- 14. <u>Entire Agreement</u>. 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.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Agreement for the provision of American Rescue Act funds in support of the Raw Water Intake Project as of the last date set forth below, made retroactively effective June 16, 2022.

City	of Sheboygan		
By: _			
·	Ryan Sorenson, Mayor	Date Signed	
By: _			
- )	Meredith DeBruin, City Clerk	Date Signed	
Sheb	oygan Water Utility		
By: _			
, —	Joe Trueblood, Superintendent	Date Signed	

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1317-256229 November 2021

#### SECTION 005214.16 - AGREEMENT

#### Sheboygan Water Utility

#### Raw Water System Improvements

#### **AGREEMENT**

THIS AGREEMENT made as of the day of _February in the year 2022 by and	
between Sheboygan Water Utility	
acting through its	
hereinafter called OWNER andC.D. Smith Construction, Inc.	****
with legal address and principal place of business at 125 Camelot Drive, Fond du Lac, WI 54935	1
hereinafter called CONTRACTOR. OWNER a CONTRACTOR in consideration of the mutual covenants hereinafter set forth, agree as follows:	ınd
ARTICLE 1. WORK	
1.1 CONTRACTOR shall perform the Work as specified or indicated in the Contract Documents. Two work is as described in SECTION 011000.	[he
ARTICLE 2. ENGINEER	
2.1 The Project has been designed by CDM Smith, 125 South Wacker Drive, Suite 700, Chicago, IL 60606, who will act as ENGINEER in connection with completion of the Work in accordance with t	he

# ARTICLE 3. CONTRACT TIME

- 3.1 The Contract Times shall commence on the date indicated in the Notice to Proceed. The following Contract Times shall apply:
- 3.1.1 Substantial Completion for Work shall be achieved in a total time of 630 Calendar Days.
- 3.1.2 Final Completion shall be achieved in 690 Calendar Days.
- 3.2 CONTRACTOR agrees that the Work shall be prosecuted regularly, diligently and uninterruptedly and at such rate of progress as will insure full completion thereof within the Contract Time stated above. It is expressly understood and agreed, by and between CONTRACTOR and OWNER that the Contract Time is reasonable for the completion of the Work, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

#### ARTICLE 4. CONTRACT PRICE.

- 4.1 OWNER will pay CONTRACTOR for performance of the Work in accordance with the Contract Documents in current funds at the Contract Price agreed upon in the CONTRACTOR's Bid Form attached to this Agreement.
- 4.2 OWNER will determine the final Contract Price by selected the Base Bid and any Alternative Bids at the Owner's discretion.

#### ARTICLE 5. APPLICATIONS FOR PAYMENT

5.1 CONTRACTOR shall submit Applications for Payment in accordance with Article 15 of the Conditions of the Contract. Applications for Payment will be processed by ENGINEER as provided in the Conditions of the Contract.

#### ARTICLE 6. PROGRESS AND FINAL PAYMENTS

- 6.1 OWNER will make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, monthly during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the schedule of values provided for in Paragraph 15.01. of the Conditions of the Contract.
- 6.2 Prior to the completion of 50% of the total Work of this Contract, progress payments will be in an amount equal to 90% percent of the value of the Work completed and 90% percent of the value of materials and equipment not incorporated in the Work but delivered and suitably stored, less, in each case, the aggregate of payments previously made.
- 6.3 Upon completion of 50% of the total Work of this Contract, further progress payments will be made in full to the contractor and no additional amounts will be retained unless, in the opinion of the OWNER, the job is not proceeding satisfactorily, but amounts previously retained will not be paid to the contractor. If after completion of 50% of the total Work of this Contract the Contractor forecasts a failure to complete the project within the allotted Contract time, as specified in Article 3 above, and, subsequently, in the opinion of the OWNER, fails to make a good faith effort to recover, then progress payments may be reduced to 90%.
- 6.4 Upon final inspection and acceptance of the Work, in accordance with Paragraph 15.06. of the Conditions of the Contract, OWNER will pay the remainder of the Contract Price as recommended by ENGINEER.

#### ARTICLE 7. LIQUIDATED DAMAGES

7.1 OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the Contract Time specified in Article 3 above, plus any extensions thereof allowed in accordance with Article 11 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER \$2,000 per day for each calendar day of delay until the Work is complete.

- 7.2 Provided, that CONTRACTOR shall not be charged with liquidated damages or any excess cost when the delay in completion of the Work is for reasons included in Paragraph 4.05. of the General Conditions.
- 7.3 Provided, further, that CONTRACTOR shall furnish OWNER the required notification of such delays in accordance with Paragraph 11.06. of the General Conditions.

#### ARTICLE 8. ASSURANCE

- 8.1 CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and Federal, State and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.
- 8.2 CONTRACTOR has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which were relied upon by ENGINEER in the preparation of the Drawings and Specifications and which have been identified in Article 5 of the Supplementary Conditions.
- 8.3 CONTRACTOR has made or caused to be made examinations, investigations and tests and studies of such reports and related data in addition to those referred to in the above paragraph as CONTRACTOR deems necessary for the performance of the Work at the Contract Price within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required for such purposes.
- 8.4 CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.
- 8.5 CONTRACTOR has given ENGINEER written notice of any conflict, error or discrepancy that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.
- 8.6 CONTRACTOR agrees that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.
- 8.7 In accordance with Section 215 of the Clean Water Act, and implementing EPA regulations and guidelines, CONTRACTOR agrees that preference will be given to domestic construction material by CONTRACTOR, subcontractors, materialmen and suppliers in the performance of this Contract.

#### ARTICLE 9. CONTRACT DOCUMENTS

- 9.1 The Contract Documents which comprise the Contract between OWNER and CONTRACTOR are attached hereto and made a part hereof and consist of the following:
- 9.1.1 Invitation To Bid.
- 9.1.2 Instructions To Bidders.
- 9.1.3 Bid Form.
- 9.1.4 This Agreement.

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- 9.1.5 Performance Bond, Engineers Joint Contract Documents Committee (EJCDC) Document C-610, 2013 edition, Payment Bond, EJCDC Document C-615, 2013 edition.
- 9.1.6 General Conditions, EJCDC Document No. C-700, Standard General Conditions of the Construction Contract, 2013 edition.
- 9.1.7 Supplementary Conditions Parts I and II.
- 9.1.8 Specifications as listed in Table of Contents.
- 9.1.9 Drawings, as listed on the Sheet G-1.
- 9.1.10 Addenda numbers \_\_\_\_\_ to \_\_\_\_6 \_\_\_, inclusive.
- 9.1.11 Any modification, including Change Orders, duly delivered after execution of Agreement.

#### ARTICLE 10. MISCELLANEOUS

- 10.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions shall have the meanings assigned in the General Conditions.
- 10.2 Neither OWNER nor CONTRACTOR shall, without the prior written consent of the other, assign or sublet in whole or in part any interest under any of the Contract Documents; and, specifically but without limitation, CONTRACTOR shall not assign any monies due or to become due without the prior written consent of OWNER. In case CONTRACTOR assigns all or any part of any monies due or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to CONTRACTOR shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the Work called for in this Contract.
- 10.3 OWNER and CONTRACTOR each binds themselves, their partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 10.4 The Contract Documents constitute the entire agreement between OWNER and CONTRACTOR and may only be altered, amended or repealed by a Change Order.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement in sextuple. Four copies each have been delivered to OWNER and one copy each to CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by ENGINEER on their behalf.

This Agreement shall become effective on \_\_\_\_\_ April 14 \_\_\_\_, 202.2

CONTRACTOR

C.D. Smith Construction, Inc.

BY O A Em

Raw Water Improvements Sheboygan, Wisconsin OWNER Sheboygan Water Utility

Agreement 005214.16 - 4 Bid Set

Fond du Lac, WI 54935	
125 Camelot Drive	
Address for giving notices	Address for giving notices
and	·
Attest	Attest
(CORPORATE SEAL)	(CORPORATE SEAL)

Note: If CONTRACTOR is a corporation, an affidavit giving the principal the right to sign the Agreement must accompany the executed Agreement.

END OF DOCUMENT 005214.16



# RECORD OF CORPORATE RESOLU

Item 14.

I, Christopher Smith, as Corporate Secretary of C.D. Smith Construction, Inc., a company organized and existing under the laws of the State of Wisconsin, do hereby certify that (a) the following is a true and correct copy of resolutions duly adopted at a meeting of the Board of Directors of C.D. Smith Construction, Inc. duly held and convened on January 20, 2022, at which meeting a duly constituted quorum of the Board of Directors was present and acting throughout, (b) that upon motions duly made, seconded, and unanimously carried, the following resolutions were adopted, and (c) that the following resolutions have not been modified, rescinded or revoked, and are at present in full force and effect:

BE IT RESOLVED that the execution of the Agreement by and between the Sheboygan Water Utility and C.D. Smith Construction, Inc. for the Sheboygan Water Utility Raw Water System Improvements project is affirmed and approved; and

BE IT RESOLVED that Justin Smith and Robert Seibel are the officers of the corporation hereby authorized and directed to execute any and all documents, including the Agreement and the Payment and Performance Bonds, which are necessary or required to effect the execution of such contract.

IN WITNESS WHEREOF, the undersigned Corporate Secretary has affixed his signature on this 22nd day of February, 2022.

/Christopher J. Smith Christopher J. Smith Corporate Secretary THIS PAGE INTENTIONALLY LEFT BLANK



# **PERFORMANCE BOND**

CONTRACTOR (name and address): C.D. Smith Construction, Inc. 125 Camelot Drive Fond du Lac, WI 54935 SURETY (name and address of principal place of business): Federal Insurance Company 202B Halls Mill Road, PO Box 1650 Whitehouse Station, NJ 08889-1650

OWNER (name and address): Sheboygan Water Utility, 72 Park Avenue, Sheboygan, WI 53081

CONSTRUCTION CONTRACT	
Effective Date of the Agreement: February 25, 20	22
Amount: \$41,289,000.00	
Description (name and location): Sheboygan Water U Sheboygan, WI	tility Raw Water System Improvements
BOND	
Bond Number: K40318835	
Date (not earlier than the Effective Date of the Agreement of	f the Construction Contract): February 25, 2022
Amount: \$41,289,000.00	_
Modifications to this Bond Form: X None	See Paragraph 16
	ereby, subject to the terms set forth below, do each cause
this Performance Bond to be duly executed by an auth	orized officer, agent, or representative.
CONTRACTOR AS PRINCIPAL	SURETY
C.D. Smith Construction, Inc. (seal)	Federal Insurance Company (seal)
Contractor's Name and Corporate Seal	Surety's Name and Corporate Seal
зу: Д_ Д	ву: Д. Д.
Signature	Signature (attach power of attorney)
JUSTIN A. SMITH	Matthew M. Spaude
Print Name	Print Name
PRESIDENT/CED	Attorney-in-Fact
itle O 1	Title / / / >
Attest: And Auth	Attest:
Signature	Signature
COLBRATE SECRETARY	Witness
itle	Title
to the state of th	
votes: (1) Provide supplemental execution by any additions Contractor, Surety, Owner, or other party shall be considere	al parties, such as joint venturers. (2) Any singular reference to
ontractor, surety, Owner, or other party shall be considered	ги риги wnere иррпсавіе.
EJCDC® C-610,	Performance Bond
	Engineers, American Council of Engineering Companies,

006113.13 - Page 1

- 1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
- 2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
- 3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:
  - The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
  - 3.2 The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
  - 3.3 The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
- 4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
- 5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
  - 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
  - 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
  - 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the

Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

- 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:
  - 5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
  - 5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
- 6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.
- 7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:
  - 7.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
  - 7.2 additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and
  - 7.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
- 8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.
- 9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than

the Owner or its heirs, executors, administrators, successors, and assigns.

- 10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
- 11. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit shall be applicable.
- 12. Notice to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.
- 13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, 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.

#### 14. Definitions

14.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including

allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

- 14.2 Construction Contract: The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.
- 14.3 Contractor Default: Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.
- 14.4 Owner Default: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- 14.5 Contract Documents: All the documents that comprise the agreement between the Owner and Contractor.
- 15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.
- 16. Modifications to this Bond are as follows:

Item 14.

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# **PAYMENT BOND**

CONTRACTOR (name and address): C.D. Smith Construction, Inc. 125 Camelot Drive Fond du Lac, WI 54935 SURETY (name and address of principal place of business): Federal Insurance Company 202B Halls Mill Road, PO Box 1650 Whitehouse Station, NJ 08889-1650

OWNER (name and address): Sheboygan Water Utility, 72 Park A	Avenue, Sheboygan, WI 53081
CONSTRUCTION CONTRACT  Effective Date of the Agreement: February 25, 202  Amount: \$41,289,000.00  Description (name and location): Sheboygan Water Utilis Sheboygan, WI	
BOND	
Bond Number: K40318835	
Date (not earlier than the Effective Date of the Agreement of	the Construction Contract): February 25, 2022
Amount: \$41,289,000.00  Modifications to this Bond Form: x None	See Paragraph 18
Surety and Contractor, intending to be legally bound he this Payment Bond to be duly executed by an authorize CONTRACTOR AS PRINCIPAL	ereby, subject to the terms set forth below, do each cause d officer, agent, or representative.  SURETY
C.D. Smith Construction, Inc. (seal)	Federal Insurance Company (seal)
Contractor's Name and Corporate Seal	Surety's Name and Corporate Soal
By:A	By: Signature (attach power of attorney)
JUSTIN A. SMITH	Matthew M. Spaude
Print Name	Print Name
PEESIDENT/CEO	Attorney-in-Fact
Attest: Signature	Attest: Signature
CORPORATE SECRETARY	Witness
Title (Title	e
Notes: (1) Provide supplemental execution by any additiona to Contractor, Surety, Owner, or other party shall be conside EJCDC® C-615	

- The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
- If the Contractor promptly makes payment of all sums due
  to Claimants, and defends, indemnifies, and holds
  harmless the Owner from claims, demands, liens, or suits
  by any person or entity seeking payment for labor,
  materials, or equipment furnished for use in the
  performance of the Construction Contract, then the Surety
  and the Contractor shall have no obligation under this
  Bond.
- 3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
- 4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
- 5. The Surety's obligations to a Claimant under this Bond shall arise after the following:
  - 5.1 Claimants who do not have a direct contract with the Contractor,
    - 5.1.1 have furnished a written notice of nonpayment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim: and
    - 5.1.2 have sent a Claim to the Surety (at the address described in Paragraph 13).
  - 5.2 Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).

- If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
- 7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
  - 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
  - 7.2 Pay or arrange for payment of any undisputed amounts.
  - 7.3 The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.
- The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
- 9. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
- 10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.

- 11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
- 12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
- 13. Notice and Claims to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.
- 14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, 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.
- 15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

#### 16. Definitions

- 16.1 **Claim:** A written statement by the Claimant including at a minimum:
  - 1. The name of the Claimant;
  - The name of the person for whom the labor was done, or materials or equipment furnished;
  - A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
  - A brief description of the labor, materials, or equipment furnished;
  - The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;

- The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
- 7. The total amount of previous payments received by the Claimant; and
- The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.
- Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
- 16.3 Construction Contract: The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
- 16.4 Owner Default: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- 16.5 Contract Documents: All the documents that comprise the agreement between the Owner and Contractor.
- 17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.
- 18. Modifications to this Bond are as follows:

# CHUBB.

#### Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Donna F. Bardenwerper, Ellen C. Chapman, Sarah C. Gantner and Matthew M. Spaude of Fond du Lac, Wisconsin; Bridget M. McCarthy and Kevin M. Winiarski of Brookfield, Wisconsin-

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY have each executed and attested these presents and affixed their corporate seals on this 16th day of June, 2021.

Dawnyn Chlares

Dawn M. Chloros, Assistant Secretary











Stephen M. Haney, Vice President





Hum of adu



STATE OF NEW JERSEY County of Hunterdon

SS.

On this 16th day of June, 2021 before me, a Notary Public of New Jersey, personally came Dawn M. Chloros and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros and Stephen M. Haney, being by me duly sworn, severally and each for herself and himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



KATHERINE J. ADELAAR NOTARY PUBLIC OF NEW JERSEY No. 2316585 Commission Expires July 16, 2024

#### CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal (1) of the Company or otherwise.
- Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney in-fact.
- Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-infact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written
- Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company as are specified in such written Commitments or the Company, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,

the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this

25+2 day of Kebnam









Dawn M. Chieres

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT: Telephone (908) 903-3493 Fax (908) 903-3656

C.D. Smith Construction, Inc.

To:

1317-256229 *Item 14.*November 2021

### SECTION 006116 NOTICE OF INTENT TO AWARD

125 Camelot Drive Fond du Lac, WI 54935 Project Description: Construction of an approximately 4,250 GSF Pump Station, shore well, new intake and intake inlet structure in Lake Michigan, yard piping, site improvements, and other work as indicated in the Contract Documents. The OWNER has considered the BID submitted by you for the above described WORK, in response to its Notice to Bidders, dated November 12, 2021 and Instructions to Bidders. You are hereby notified that your BID will be accepted, contingent upon Wisconsin Department of Natural Resources (WDNR) approval, for items in the amount of \$41,289,000.00 You will be required by the Instructions to Bidders to execute the Agreement and furnish the required CONTRACTOR'S Performance BOND, Payment BOND and certificates of insurance within ten (10) calendar days from the date of the final Notice to be sent upon WDNR approval, to you. Feb. 2, 2022 Dated this day of **OWNER** 

Title: Utility Superintendent

OFFICE OF THE CITY CLERK Sheboygan, Wisconsin City Hall I hereby certify that this is a true copy of a document from the Common Council proceedings of the City of Sheboygan.



Res. No. 1 - 21 - 22. By Alderpersons Mitchell and Filicky-Peneski.
October 4, 2021.

A RESOLUTION expressing the Common Council's intent regarding funds received by the City of Sheboygan through the Coronavirus Local Fiscal Recovery Fund established under the American Rescue Plan Act, and authorizing the expenditure of ARPA funds for Administrative Expenses.

WHEREAS, in March 2021, the American Rescue Plan Act ("ARPA"), which included \$65 billion in recovery funds for cities across the country, became law; and

WHEREAS, ARPA funds are intended to provide support to state, local, and tribal governments in responding to the impact of COVID-19 and in their efforts to contain COVID-19 in their communities, residents, and businesses; and

WHEREAS, approximately \$22.8 million has been allocated to the City of Sheboygan; and

WHEREAS, in the first tranche the City has received \$11,003,103; and

WHEREAS, the City's current intent is to allocate the ARPA funds as follows:

Clean Water: Centralized wastewater collection
and conveyance - Southside Interceptor
Sanitary Sewer Project \$9,950,000

Drinking Water: Source - Raw Water Intake Project \$9,550,000

Aid to Tourism, Travel and Hospitality \$563,489

Housing Support: Affordable Housing \$2,076,511

Small Business Economic Assistance \$160,000

Administrative Expenses \$100,000

WHEREAS, the use of ARPA funds (rather than increasing the wastewater rate) for the Clean Water project is expected to save the average household approximately \$22.50 per quarter; and

WHEREAS, the use of ARPA funds toward the Drinking Water project is also expected to provide savings compared to solely funding the Drinking Water project through an increased water rate; and

WHEREAS, these savings to utility customers are a direct benefit of using ARPA funds towards these projects; and

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WHEREAS, the City intends to allocate \$563,489 to aid tourism, travel and hospitality, equivalent to the room tax revenue losses the city experienced during 2020 compared to the baseline 2019 amounts; and

WHEREAS, the City will continue the Small Business Emergency Assistance program for businesses hit by revenue losses related to the pandemic; and

WHEREAS, given the meaningful reporting obligations associated with the ARPA funds, it is appropriate to allocate a portion of the ARPA funds toward administrative expenses; and

WHEREAS, City Staff continues to monitor information regarding the spending of ARPA funds from the U.S. Treasury Department and the State of Wisconsin in order to: (1) ensure compliance with all applicable state and federal requirements and (2) not create overlap with other funding programs released from the federal or state government.

NOW, THEREFORE, BE IT RESOLVED: That the Common Council hereby expresses its intent to use its portion of the ARPA funds as follows:

Clean Water: Centralized wastewater collection
and conveyance - Southside Interceptor
Sanitary Sewer Project \$9,950,000
Drinking Water: Source - Raw Water Intake Project \$9,550,000
Aid to Tourism, Travel and Hospitality \$ 563,489
Housing Support: Affordable Housing \$2,076,511
Small Business Economic Assistance \$ 160,000
Administrative Expenses \$ 100,000

BE IT FURTHER RESOLVED: That, for the avoidance of doubt, the Common Council notes that any number of factors - including new guidance from the federal government - could make it in the best interest of the City for the actual expenditures of ARPA funds to differ from the Common Council's current intent identified above.

BE IT FURTHER RESOLVED: That the Common Council authorizes the appropriate City officials to use up to \$100,000 of the ARPA Funds for Administrative Expenses, including staff time spent ensuring the City's compliance with the state and federal requirements associated with the ARPA Funds.

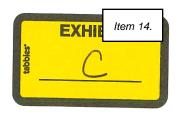
Tethich lenezh

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the /8th day of October , 2021.

Dated October 19, 2021. Mullitude Society Clerk

Approved October 19, 2021. Myn Society Mayor

Published October 23, 2021. Certified October 19, 2021 to - Fin. Dir.; CA.; Atty. OMB Approved No. 1505-0271 Expiration Date: November 30, 2021



# U.S. DEPARTMENT OF THE TREASURY CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS

Recipient name and address:	DUNS Number: 076144153
City of Sheboygan	Taxpayer Identification Number: 396005599
828 Center Avenue	Assistance Listing Number: 21.019
Sheboygan, Wisconsin, 53081-4494	

Sections 602(b) and 603(b) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) authorize the Department of the Treasury (Treasury) to make payments to certain recipients from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund.

Recipient hereby agrees, as a condition to receiving such payment from Treasury, to the terms attached hereto.

DocuSigned by:
Recipient:  Ryan Sorenson  234B824E97DA470  Authorized Recipient:
Authorized Representative: Ryan Sorenson
Title: Mayor
Date signed: 5/19/2021
U.S. Department of the Treasury:
Authorized Representative:
Title:
Date:

#### PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

## U.S. DEPARTMENT OF THE TREASURY CORONAVIRUS LOCAL FISCAL RECOVERY FUND AWARD TERMS AND CONDITIONS

#### 1. Use of Funds.

- a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
- b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
- 2. <u>Period of Performance</u>. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.
- 3. <u>Reporting</u>. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.

#### 4. Maintenance of and Access to Records

- a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
- b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
- c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
- 5. <u>Pre-award Costs.</u> Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
- 6. <u>Administrative Costs.</u> Recipient may use funds provided under this award to cover both direct and indirect costs.
- 7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.
- 8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

- 9. Compliance with Applicable Law and Regulations.
  - a. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
  - b. Federal regulations applicable to this award include, without limitation, the following:
    - 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 to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
    - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
    - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
    - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
    - v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
    - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
    - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
    - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
    - ix. Generally applicable federal environmental laws and regulations.
  - c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
    - i. 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;

- ii. 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;
- iii. 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;
- iv. 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; and
- v. 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 and local governments or instrumentalities or agencies thereto.
- 10. Remedial Actions. In the event of Recipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.
- 11. <u>Hatch Act.</u> Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
- 12. <u>False Statements</u>. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
- 13. <u>Publications</u>. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."

### 14. Debts Owed the Federal Government.

- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.
- b. Any debts determined to be owed the federal government must be paid promptly by

Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

### 15. Disclaimer.

- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

### 16. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
  - i. A member of Congress or a representative of a committee of Congress;
  - ii. An Inspector General;
  - iii. The Government Accountability Office;
  - iv. A Treasury employee responsible for contract or grant oversight or management;
  - v. An authorized official of the Department of Justice or other law enforcement agency;
  - vi. A court or grand jury; or
  - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.
- 17. <u>Increasing Seat Belt Use in the United States</u>. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.
- 18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage 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.

OMB Approved No. 1505-0271 Expiration Date: November 30, 2021

# ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

# ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the recipient named below (hereinafter referred to as the "Recipient") provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the Recipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Recipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Recipient's program(s) and activity(ies), so long as any portion of the Recipient's program(s) or activity(ies) is federally assisted in the manner prescribed above.

- 1. Recipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
- 2. Recipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Recipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Recipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Recipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient's programs, services, and activities.
- 3. Recipient agrees to consider the need for language services for LEP persons when Recipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <a href="http://www.lep.gov">http://www.lep.gov</a>.

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- 4. Recipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Recipient and Recipient's successors, transferees, and assignees for the period in which such assistance is provided.
- 5. Recipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Recipient and the Recipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

- 6. Recipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Recipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property.
- 7. Recipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Recipient shall comply with information requests, on-site compliance reviews and reporting requirements.
- 8. Recipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Recipient also must inform the Department of the Treasury if Recipient has received no complaints under Title VI.
- 9. Recipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other

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agreements between the Recipient and the administrative agency that made the finding. If the Recipient settles a case or matter alleging such discrimination, the Recipient must provide documentation of the settlement. If Recipient has not been the subject of any court or administrative agency finding of discrimination, please so state.

10. If the Recipient makes sub-awards to other agencies or other entities, the Recipient is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that that they are effectively monitoring the civil rights compliance of sub-recipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

Under penalty of perjury, the undersigned official(s) certifies that official(s) has read and understood the Recipient's obligations as herein described, that any information submitted in conjunction with this assurances document is accurate and complete, and that the Recipient is in compliance with the aforementioned nondiscrimination requirements.

City of Sheboygan	5/19/2021				
Recipient	Date				
Pocusigned by:  Kyan Sorunson 234B824E97DA470					

## PAPERWORK REDUCTION ACT NOTICE

Signature of Authorized Official

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 30 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.



### 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 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.
- 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 Perauformance 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: <a href="https://acquisition.gov/far/index.html">www.sam.gov</a> and <a href="https://acquisition.gov/far/index.html">https://acquisition.gov/far/index.html</a>.

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: \_\_\_\_\_\_

	Date:
Signature of Contractor's authorized official	
(Print name of person signing above)	
Print title of person signing above)	

Item 14.



R. C. No. 1 - 22 - 23. By FINANCE AND PERSONNEL COMMITTEE. August 15, 2022.

Your Committee to whom was referred Res. No. 49-22-23 by Alderpersons Michell and Filicky-Peneski authorizing the appropriate City officials to enter into a contract with the Sheboygan Water Utility to contribute American Rescue Plan Act - State and Local Fiscal Recovery funds to the Raw Water Intake Project; recommends adopting the Resolution.

		Committee
I HEREBY CERTIFY that and adopted by the Commothe day of	n Council of th	
Dated	20	_, City Clerk
Approved	20	 , Mayor

Res. No.  $\frac{44 - 22 - 23}{4}$ . By Alderpersons Mitchell and Filicky-Peneski. August 1, 2022.

A RESOLUTION authorizing the appropriate City officials to enter into a contract with the Sheboygan Water Utility to contribute American Rescue Plan Act - State and Local Fiscal Recovery funds to the Raw Water Intake Project.

WHEREAS, the City owns and operates the Sheboygan Water Utility (the "Utility"); and

WHEREAS, the Utility collects, processes, and sells water to customers located within the City and to the City of Sheboygan Falls and the Village of Kohler; and

WHEREAS, the Utility collects raw water from Lake Michigan via an intake system consisting of an intake pipe located 2000 feet from shore, shore well, and a low lift pump station; and

WHEREAS, the Utility has determined that the intake system requires reconstruction as it can no longer meet demands, is vulnerable to winter icing and run off, and because the low lift pump station has been detrimentally impacted by Lake Michigan water levels; and

WHEREAS, the Utility has entered into a contract for services with CD Smith for the improvements; and

WHEREAS, the Utility intends to fund the improvements via an increased water rate, the Safe Drinking Water Loan Program, Water Utility Revenue Bonds; and

WHEREAS, the City has received American Rescue Plan Act ("ARPA") Local Fiscal Recovery funds, which are intended to address negative economic impacts and inequities perpetuated by the COVID-19 pandemic; and

WHEREAS, ARPA fund recipients are authorized by the Interim Final Rule published in May, 2021, and by final rule made effective April 1, 2022, to use funds to make necessary investments in water infrastructure; and

WHEREAS, the parties agree that the improvements qualify as "necessary" under the Interim Final Rule because they are designed to provide an adequate minimum level of water service and are unlikely to be made using privately sourced funds; and

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WHEREAS, the City desires to contribute ARPA funds to the improvements in order to reduce the amount of borrowing and rate increases otherwise necessary to facility the improvements; and

WHEREAS, the City approved contributing \$9,550,000.00 of ARPA funds to the improvements via Res. No. 71-21-22, adopted on October 19, 2021; and

WHEREAS, the parties desire a contract executing the October 19, 2021 obligation of ARPA funds.

NOW, THEREFORE, BE IT RESOLVED: That the Mayor and City Clerk are hereby authorized to enter into the attached Agreement for the expenditure of \$9,550,000.00 in ARPA-Local Fiscal Recovery funds for the Raw Water Intake Project.

Account No.: 202000-580100

Account Name: Federal Grant Fund- Contributions/ Grants

I HEREBY CERTIFY that the Common Council of the City of S		
Dated	20	, City Clerk
Approved	20	, Mayor

Item 15.



R. C. No. 74 - 22 - 23. By PUBLIC WORKS COMMITTEE. August 15, 2022.

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

			,		-						
						-				Com	mittee
		y the (	Common	Council	of	the	City	of	Report was Sheboygan, )		
Date	ed			20		-				_, City	Clerk
Appr	coved			20							Mayor

Item 15.



Res. No. 47 - 22 - 23. By Alderpersons Dekker and Perrella.

August 1, 2022.

A RESOLUTION authorizing the appropriate City officials to execute a Lease Agreement between the City of Sheboygan, the Ellwood H. May Environmental Park Association of Sheboygan County, Inc., and the Sheboygan Area School District.

RESOLVED: That the Mayor and City Clerk are hereby authorized to execute the Lease Agreement, a copy of which is attached hereto and incorporated herein.

Deur Dehle Grayor Peulle

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		of the	Sheboy	 Resolution Wisconsin, c	1000	by the day of
Dated _			20	 	 , City	Clerk
Approve	-d		20			Mayor

### LEASE AGREEMENT

BETWEEN:

### City of Sheboygan

("CITY")

### Ellwood H. May Environmental Park Association of Sheboygan County, Inc.

("MPA")

AND

### Sheboygan Area School District (SASD)

("SASD")

In consideration of CITY leasing certain premises within Ellwood H. May Environmental Park, a city park ("the Property") to SASD and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, and in consideration of the duty of MPA to provide youth and school education programs at the Property during the school year on behalf of the City, the Parties agree as follows:

# Leased Property

- CITY agrees to lease classroom space to SASD, specifically the Pavilion, and the Program Room within the Ecology Center at the Ellwood H. May Environmental Park located at 3615 Mueller Road, Sheboygan, WI 53083, for use by Warriner High School.
- 2. No animals are allowed to be kept in or about the Property.
- 3. Subject to the provisions of this Lease, SASD staff and students are entitled to park in designated areas on or about the Property.
- 4. In addition to park rules, all rules adopted by SASD and Warriner High School regarding smoking, use of drugs or alcohol, dress codes, and behavior apply to the use of Maywood's buildings and grounds.

### Term

5. The term of the Lease commences at 8:00 a.m. on September 1, 2022 and ends at 3:00 p.m. on May 30, 2023.

### Rent

6. Subject to the provisions of this Lease, the rent for the Classrooms is \$1,139.11 per month (the "Rent").

7. SASD will pay the Rent by check on or before the 15<sup>th</sup> of each and every month for the rental month to follow throughout the the term of this Lease. Therefore, first payment should be made on or before August 15, 2021 for the rental month of September, 2021. Payment shall be made to MPA by the Environmental Park Director ("Director"). MPA is authorized to use said funds to perform any and all of its duties under the Memorandum of Understanding between MPA and the City ("MOU").

# **Tenant Improvements**

8. SASD may NOT make improvements or permanent changes to the Property without authorization from the Director.

# **Utilities and Other Charges**

9. SASD shall not be responsible for the payment of the utilities and other charges in relation to the Property, including electricity, water/sewer, internet, telephone, natural gas, garbage collection and alarm/security system.

### Insurance

- 10. SASD is hereby advised and understands that the personal property of SASD is not insured by the City or MPA for either damage or loss, and neither the City nor MPA assume any liability for any such loss.
- 11. SASD agrees that it shall hold harmless the City and its officers, employees, representatives, volunteers, and assigns, and MPA and its officers, employees, representatives, volunteers, and assigns, and shall indemnify and hold harmless all such persons or entities for any claims for damage to property or injury to persons which may be occasioned by any activity carried on under the terms of the lease.
- 12. SASD agrees that it shall furnish and maintain such liability insurance as will protect SASD, the City, MPA, and all of their officers, employees, representatives, volunteers, and assigns, from all claims for damage to property or bodily injury, including death, which may arise from the operations under the lease or in connection therewith. Such insurance shall provide coverage of not less than three million dollars (\$3,000,000) per occurrence. The policy shall further provide that it may not be cancelled except upon thirty (30) days written notice served upon both the City and MPA. Failure to provide such insurance shall terminate the Lease.

### Governing Law

13. This Lease will be construed in accordance with and exclusively governed by the laws of the State of Wisconsin.

# Severability

- 14. If there is a conflict between any provision of this Lease and the provisions of law, such provisions of the Lease will be amended or deleted as necessary in order to comply with the law. Further, any provisions that are required by law are incorporated into this Lease.
- 15. The invalidity or unenforceability of any provisions of this Lease will not affect the validity of enforceability of any other provision of this Lease. Such other provisions remain in full force and effect.

### Amendment of Lease

16. This Lease may only be amended or modified by a written document executed by the Parties.

# Assignment of Lease

17. SASD shall not assign the Lease, or sublet or grant any concession or license to use the Property or any part of the Property. Any assignment, subletting, concession, or license, whether by operation of law or otherwise, will be void and will, at the City's option, terminate this Lease.

### Additional Clauses

- 18. Room assignments may need to be adjusted on occasion to meet program obligations scheduled prior to this Lease Agreement. In such cases, MPA staff will attempt to notify Warriner High School teaching staff at least one day in advance.
- 19. Should any party determine that the Lease needs to be terminated, SASD is obligated to complete rent payments through the month in which termination will occur.
- 20. The City and MPA are willing to permit use of lab equipment at the Property by Warriner High School students and staff as part of the curriculum, but with the understanding that coordinated equipment use is necessary to accommodate the other schools using the Property. Any equipment or rooms determined to have been damaged by students or staff of Warriner High School must be repaired or replaced at the expense of SASD.

# Damage to Property

- 21. In case the City and or MPA chooses not to rebuild or repair property damage at the Property not caused by the negligence or willful act of the Tenant or the Tenant's employees, students, or visitors, the City may end the Lease by giving appropriate notice.
- 22. Property and equipment damage caused by students or staff of Warriner High School will be repaired/replaced at the expense of SASD.

### Maintenace

- 23. SASD will, at its sole expense, keep and maintain the Property and appurtenances in good and sanitary condition and repair during the term of this Lease and any renewal of this Lease.
- 24. Major maintenance and repair of the Property involving anticipated or actual costs in excess of \$100.00 per incident not due to SASD's misuse, waste, or neglect of that of SASD's employees, students, or visitors will be the responsibility of MPA or their assigns.
- 25. SASD shall also perform the following maintenance in respect to the Property: Rooms must be maintained for use in meetings/programs at alternate times, and returned to an agreed upon arrangement at the end of each day that rooms are used.

# Care and Use of Property

- 26. SASD will promptly notify the Director of any damage to rooms or to any furnishings supplied by the City or MPA, or of any situation that may significantly interfere with the normal uses of the Property.
- 27. SASD will not engage in any illegal trade or activity on or about the Property.
- 28. The Parties will comply with standards of health, sanitation, fire, housing and safety as required by law.
- 29. The Parties will use reasonable efforts to maintain the Property in such a condition as to prevent the accumulation of moisture and the growth of mold. SASD will promptly notify the Director in writing of any moisture accumulation that occurs or of any visible evidence of mold discovered by SASD. MPA will promptly respond to any such written notices from SASD.
- 30. At the expiration of the term of this Lease, SASD will quit and surrender the Property in as good a state and condition as they were at the commencement of the Lease, reasonable use and wear and tear excepted.

# Rules and Regulations

31. SASD will obey all rules of Maywood and the City regarding the Property, including any rules related to the ongoing coronavirus pandemic.

### Address for Notice

- 32. For any matter relating to this tenancy, SASD may be contacted at the Property or through the phone number below:
  - a. Name: Sheboygan Area School District
  - b. Phone: 920/459-3500
- 33. For any matter relating to the tenancy, whether during or after this tenancy has been terminated, the City's address for notice is:
  - a. Name: Ellwood H. May Environmental Park Association of Sheboygan County, Inc.
  - b. Address: 3615 Mueller Road, Sheboygan, WI 53083
  - c. Phone: 920/459-3906

### General Provisions

- 34. All monetary amounts stated or referred to in this Lease are based in the United States dollar.
- 35. Any waiver by the City or MPA of any failure by SASD to perform or observe the provisions of this Lease will not operate as a waiver of the City's or MPA's rights under this Lease in respect of any subsequent defaults, breaches or non-performance and will not defeat or affect in any way the City's rights or MPA's rights in respect of any subsequent default or breach.
- 36. This Lease will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each of the Parties. All covenants are to be construed as conditions of the Lease.
- 37. All sums payable by SASD to MPA pursuant to any provision of the Lease will be deemed to be additional rent and will be recovered by MPA as rental arrears.
- 38. Locks may not be added or changed without the prior written agreement of the Parties, or unless the changes are made in compliance with the Act.
- 39. SASD will be charged an additional amount of \$25.00 for each N.S.F. check or checks returned by SASD's financial institution.
- 40. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Lease. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.
- 41. The Lease may be executed in counterparts. Facsimile and emailed signatures are binding and are considered to be original signatures.
- 42. This Lease constitutes the entire agreement between Parties.

Authorized by the City of Sheboygan pursuant to Res. \_\_\_\_-22-23.

43. Time is of the essence in the Lease.

IN WITNESS WHEREOF Sheboygan Area School District, Ellwood H. May Environmental Park Association of Sheboygan County, Inc., and the City of Sheboygan have duly affixed their signatures on this \_\_\_\_ day of April, 2021.

City of Sheboygan	Ellwood H. May Environmental Park Assoc.
Ryan Sorenson, Mayor	Samantha Lammers, Director
Meredith De Bruin, City Clerk	Sheboygan Area School District
	Seth Harvatine, Superintendent

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8. SASD may NOT make improvements or permanent changes to the Property without authorization from the Director.

# Utilities and Other Charges

 SASD shall not be responsible for the payment of the utilities and other charges in relation to the Property, including electricity, water/sewer, internet, telephone, natural gas, garbage collection and alarm/security system.

### Insurance

- 10. SASD is hereby advised and understands that the personal property of SASD is not insured by the City or MPA for either damage or loss, and neither the City nor MPA assume any liability for any such loss.
- 11. SASD agrees that it shall hold harmless the City and its officers, employees, representatives, volunteers, and assigns, and MPA and its officers, employees, representatives, volunteers, and assigns, and shall indemnify and hold harmless all such persons or entities for any claims for damage to property or injury to persons which may be occasioned by any activity carried on under the terms of the lease.
- 12. SASD agrees that it shall furnish and maintain such liability insurance as will protect SASD, the City, MPA, and all of their officers, employees, representatives, volunteers, and assigns, from all claims for damage to property or bodily injury, including death, which may arise from the operations under the lease or in connection therewith. Such insurance shall provide coverage of not less than three million dollars (\$3,000,000) per occurrence. The policy shall further provide that it may not be cancelled except upon thirty (30) days written notice served upon both the City and MPA. Failure to provide such insurance shall terminate the Lease.

# Governing Law

13. This Lease will be construed in accordance with and exclusively governed by the laws of the State of Wisconsin.

# Severability

- 14. If there is a conflict between any provision of this Lease and the provisions of law, such provisions of the Lease will be amended or deleted as necessary in order to comply with the law. Further, any provisions that are required by law are incorporated into this Lease.
- 15. The invalidity or unenforceability of any provisions of this Lease will not affect the validity of enforceability of any other provision of this Lease. Such other provisions remain in full force and effect.

### Amendment of Lease

16. This Lease may only be amended or modified by a written document executed by the Parties.

# Assignment of Lease

17. SASD shall not assign the Lease, or sublet or grant any concession or license to use the Property or any part of the Property. Any assignment, subletting, concession, or license, whether by operation of law or otherwise, will be void and will, at the City's option, terminate this Lease.

### Additional Clauses

- 18. Room assignments may need to be adjusted on occasion to meet program obligations scheduled prior to this Lease Agreement. In such cases, MPA staff will attempt to notify Warriner High School teaching staff at least one day in advance.
- 19. Should any party determine that the Lease needs to be terminated, SASD is obligated to complete rent payments through the month in which termination will occur.
- 20. The City and MPA are willing to permit use of lab equipment at the Property by Warriner High School students and staff as part of the curriculum, but with the understanding that coordinated equipment use is necessary to accommodate the other schools using the Property. Any equipment or rooms determined to have been damaged by students or staff of Warriner High School must be repaired or replaced at the expense of SASD.

# Damage to Property

- 21. In case the City and or MPA chooses not to rebuild or repair property damage at the Property not caused by the negligence or willful act of the Tenant or the Tenant's employees, students, or visitors, the City may end the Lease by giving appropriate notice.
- 22. Property and equipment damage caused by students or staff of Warriner High School will be repaired/replaced at the expense of SASD.

### Maintenace

- 23. SASD will, at its sole expense, keep and maintain the Property and appurtenances in good and sanitary condition and repair during the term of this Lease and any renewal of this Lease.
- 24. Major maintenance and repair of the Property involving anticipated or actual costs in excess of \$100.00 per incident not due to SASD's misuse, waste, or neglect of that of SASD's employees, students, or visitors will be the responsibility of MPA or their assigns.
- 25. SASD shall also perform the following maintenance in respect to the Property: Rooms must be maintained for use in meetings/programs at alternate times, and returned to an agreed upon arrangement at the end of each day that rooms are used.

# Care and Use of Property

- 26. SASD will promptly notify the Director of any damage to rooms or to any furnishings supplied by the City or MPA, or of any situation that may significantly interfere with the normal uses of the Property.
- 27. SASD will not engage in any illegal trade or activity on or about the Property.
- 28. The Parties will comply with standards of health, sanitation, fire, housing and safety as required by law.
- 29. The Parties will use reasonable efforts to maintain the Property in such a condition as to prevent the accumulation of moisture and the growth of mold. SASD will promptly notify the Director in writing of any moisture accumulation that occurs or of any visible evidence of mold discovered by SASD. MPA will promptly respond to any such written notices from SASD.
- 30. At the expiration of the term of this Lease, SASD will quit and surrender the Property in as good a state and condition as they were at the commencement of the Lease, reasonable use and wear and tear excepted.

# Rules and Regulations

31. SASD will obey all rules of Maywood and the City regarding the Property, including any rules related to the ongoing coronavirus pandemic.

### Address for Notice

- 32. For any matter relating to this tenancy, SASD may be contacted at the Property or through the phone number below:
  - a. Name: Sheboygan Area School District
  - b. Phone: 920/459-3500
- 33. For any matter relating to the tenancy, whether during or after this tenancy has been terminated, the City's address for notice is:
  - a. Name: Ellwood H. May Environmental Park Association of Sheboygan County, Inc.
  - b. Address: 3615 Mueller Road, Sheboygan, WI 53083
  - c. Phone: 920/459-3906

### General Provisions

- 34. All monetary amounts stated or referred to in this Lease are based in the United States dollar.
- 35. Any waiver by the City or MPA of any failure by SASD to perform or observe the provisions of this Lease will not operate as a waiver of the City's or MPA's rights under this Lease in respect of any subsequent defaults, breaches or non-performance and will not defeat or affect in any way the City's rights or MPA's rights in respect of any subsequent default or breach.
- 36. This Lease will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each of the Parties. All covenants are to be construed as conditions of the Lease.
- 37. All sums payable by SASD to MPA pursuant to any provision of the Lease will be deemed to be additional rent and will be recovered by MPA as rental arrears.
- 38. Locks may not be added or changed without the prior written agreement of the Parties, or unless the changes are made in compliance with the Act.
- 39. SASD will be charged an additional amount of \$25.00 for each N.S.F. check or checks returned by SASD's financial institution.
- 40. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Lease. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.
- 41. The Lease may be executed in counterparts. Facsimile and emailed signatures are binding and are considered to be original signatures.
- 42. This Lease constitutes the entire agreement between Parties.
- 43. Time is of the essence in the Lease.

IN WITNESS WHEREOF Sheboygan Area School District, Ellwood H. May Environmental Park Association of Sheboygan County, Inc., and the City of Sheboygan have duly affixed their signatures on this \_\_\_\_ day of April, 2021.

City of Sheboygan

Ellwood H. May Environmental Park Assoc.

Ryan/Sorenson Mayor

Samantha Lammers, Director

Meredith De Bruin, City Clerk

Seth Harvatine, Superintendent

Sheboygan Area School District

Authorized by the City of Sheboygan pursuant to Res. 47-22-23.

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R. C	. No.	12	- 22	<u>- 23</u> .	Ву Р	OBLIC	WOR	RKS	COMMIT	"TEE.	Aug	ust 1	.5, 2	022.		
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Date	ed					20_	·							City	Cler	ck
Appr	coved_					20_									Mayo	or

Res. No. H - 22 - 23. By Alderperson Ackley. August 1, 2022.

A RESOLUTION improving pet-friendly access to public spaces.

WHEREAS, since its creation in 2020, the Pet Friendly Task Force ("Task Force") has sought to make the City of Sheboygan more accessible and friendlier to pets and pet-owners; and

WHERAS, the Task Force undertook a community-wide survey to identify ways in which the City can become more pet friendly; and

WHEREAS, one of the areas of improvement identified in the survey was a need for more opportunities for residents to spend time in public spaces with their pets and to better identify spaces where pets are and are not allowed; and

WHEREAS, the Task Force applied for grant funding to help finance changes to help the City become more pet friendly; and

WHEREAS, the City was awarded a \$20,000 "Better Cities for Pets" grant from Mars Petcare to increase opportunities for residents to spend time outside with their pets; and

WHEREAS, the Task Force, in partnership with Parks Superintendent Joe Kerlin, has identified several public spaces where the City does not currently allow pets but could without adverse impact to the residents or facilities.

NOW, THEREFORE, BE IT RESOLVED: That the City accepts the \$20,000 "Better Cities for Pets" grant.

BE IT FURTHER RESOLVED: That the Finance Director shall deposit the grant funds into account 101.260000 (General Fund Deferred Revenue).

BE IT FURTHER RESOLVED: That the Department of Public Works, in collaboration with the City Attorney, shall amend the Park Rules and any applicable ordinances to allow for leashed pets at Evergreen Park, Jaycee Park, Jaycee Park to Mill Road along the Pigeon River Corridor, and Southshore Beach from Indiana Ave. to Clara Ave.

BE IT FURTHER RESOLVED: That the Department of Public Works shall post signage communicating whether and where leashed pets are allowed at the abovenamed public spaces.



BE IT FURTHER RESOLVED: That the Department of Public Works shall develop a plan to transition areas within historically underutilized parks, such as Moose Park, Kiwanis Park, Cleveland Park, and the old social security building lot on 9th and Center Ave, into fenced, off-leash "dog parks" and shall present this plan to Council within eight (8) months for approval, and implementation will proceed when project has approved funding.

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

Item 17.



R. C. No. <u>75 - 22 - 23</u>. By PUBLIC WORKS COMMITTEE. August 15, 2022.

Your Committee to whom was referred Res. No. 50-22-23 by Alderpersons Dekker and Perrella authorizing the appropriate City officials to enter into an Amendment No. 2 to the contract with Strand Associates, Inc. for design services related to the  $2^{\rm nd}$  Creek Dry to Wet Pond Conversion; recommends adopting the Resolution.

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I HEREBY CER and adopted by th the da	ne Common	Council	of	the	City	of	Sheboygan,		10.777	
Dated		20						_, City	r Cle	erk
Approved		20	•						May	or



Res. No. 90 - 22 - 23. By Alderpersons Dekker and Perrella. August 1, 2022.

A RESOLUTION authorizing the appropriate City officials to enter into an Amendment No. 2 to the contract with Strand Associates, Inc. for design services related to the  $2^{\rm nd}$  Creek Dry to Wet Pond Conversion.

WHEREAS, in June, 2018, the City hired Strand Associates for design services for the  $2^{\rm nd}$  Creek Dry-to-Wet Pond Conversion ("Project") via Res. No. 25-18-19; and

WHEREAS, in October, 2021, the City authorized Amendment No. 1 to the Project via Res. No. 66-21-22; and

WHEREAS, based upon current engineering standards and conditions at the site, namely the removal of fill, Strand Associates, Inc. has determined that installing three wells and monitoring them monthly for a period of twelve months would be best practice to ensure ground water does not leech into the pond; and

WHEREAS, the costs associated with the three monitoring wells and monthly readings therefrom were not previously anticipated because the initial preliminary design thought there would be no need to remove soil from the bottom of the existing retention pond.

NOW THEREFORE, BE IT RESOLVED: That the City Engineer is hereby authorized to execute Amendment No. 2 with Strand Associates, Inc., as attached, for the installation of three wells and twelve months of monitoring services from these wells.

BE IT FURTHER RESOLVED: That the appropriate City officials may draw funds, not to exceed \$22,900.00 from Account No. 400300-641500 (Capital Projects - Storm Sewer Infrastructure) in payment of the services provided pursuant to this Amendment No. 2.

pursuant to this Amendment No.	2.	1)
W		franka Pluello
I HEREBY CERTIFY that the Common Council of the City of, 20		ng Resolution was duly passed by the , Wisconsin, on the day of
Dated	_ 20	, City Clerk
Approved	20	, Mayor



### Strand Associates, Inc.®

910 West Wingra Drive Madison, WI 53715 (P) 608.251.4843 www.strand.com

Amendment No. 2 to Task Order No. 21-01 City of Sheboygan, Wisconsin (OWNER) and Strand Associates, Inc.® (ENGINEER) Pursuant to Agreement for Technical Services dated June 7, 2018

This is Amendment No. 2 to the referenced Task Order.

Project Name: 2nd Creek Dry to Wet Pond Conversion

Under Scope of Services, Design Services, ADD the following:

- "20. Provide three monitoring wells up to a total of 75 feet in depth (25-foot average depth each) on the project site. Provide monthly monitoring well readings for a period of 12 months. Provide an updated seepage analysis. Prepare a letter to supplement the May 16, 2022, Geotechnical Engineering Report documenting the findings of the monitoring well readings, updated seepage analysis, and updated geotechnical recommendations related to the design and construction of a wet detention basin by subconsultant GESTRA Engineering, Inc.
- 21. Field survey the location and top elevation of three monitoring wells."

Under Compensation, CHANGE \$101,600 to "\$124,500."

Under Schedule, CHANGE June 30, 2022, to "July 31, 2023."

Joseph M. Bunker Corporate Secretary	Date	Ryan Sazama City Engineer	Date				
STRAND ASSOCIATES, INC		CITY OF SHEBOYGAN					
STRAND ASSOCIATES INC	· (R)	CITY OF CHED CHO IN					
ENGINEER:		OWNER:					
TASK ORDER AMENDMENT AUTHORIZATION AND ACCEPTANCE:							

Item 18.



R. C. No. 76 - 22 - 23. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE. August 15, 2022.

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

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and					_	_		Report was Sheboygan,			_	
the		day	of				 _, 2	0				
Date	ed			20	•				_, Ci	ty	Clerk	2
Appr	coved			20						_′	Mayoı	C



Gen. Ord. No. 8 - 22 - 23. By Alderpersons Ackley, Dekker, and Perrella. August 1, 2022.

AN ORDINANCE expanding the Disorderly Conduct ordinance so as to prohibit harassment of an individual on the basis of their status as an election official and requiring an increased forfeiture for violations of this nature, and clarifying that disorderly conduct may include harassment by the use of telecommunication devices.

THE COMMON COUNCIL OF THE CITY OF SHEBOYGAN DO ORDAIN AS FOLLOWS:

Section 1. Section 70-151 of the Municipal Code entitled "Disorderly Conduct" is hereby repealed and recreated to read as follows:

"Sec. 70-151. - Disorderly conduct.

- (a) No person shall in a public or private place, engage in violent, abusive, indecent, profane, boisterous, unreasonably loud, or otherwise disorderly conduct under circumstances in which such conduct tends to cause or provoke a disturbance.
- (b) No person shall, with intent to harass, annoy, or offend another, send a telecommunication message to a telecommunication device and use any violent, abusive, indecent, profane, or otherwise disorderly language or image, or any other message which tends to cause or provoke a disturbance.
- (c) No person shall engage in any of the behavior outlined in subsections (a) or (b) of this section directed at an individual working in their capacity as an election official or based on their position as an election official.
- (d) Definitions.
  - (1) Election official has the same definition provided in Wis. Stat. § 5.02(4e), meaning an individual who is charged with any duties related to the conduct of an election.
  - (2) Telecommunication device means any instrument, equipment, machine or other device that facilitates telecommunication, including but not limited to, a computer, computer network, computer chip, computer circuit, scanner, telephone, cellular telephone, pager, personal communications device, radio, transponder, receiver, modem or device that enables the use of a modem.



(3) Telecommunication message means any transfer of signs, signals, writing, images, sounds, data or intelligence of any nature."

Section 2. Section 70-5 of the Municipal Code entitled "Penalties for certain enumerated sections of this chapter" is hereby amended in subsection (3) thereof to read as follows:

"Sec. 70-5. - Penalties for certain enumerated sections of this chapter.

. . .

(3) A forfeiture of not less than \$75.00 or more than \$500.00, together with the costs of prosecution, and in default of payment thereof, to imprisonment in the county jail until such forfeiture and costs are paid, but not to exceed 60 days for a violation of any of the following sections: 70-42, 70-151(a), 70-151(b), 70-183, 70-251 - 253, and 70-256 - 70-258.

. . ."

Section 3. Section 70-5 of the Municipal Code entitled "Penalties for certain enumerated sections of this chapter" is hereby amended so as to add a new subsection (6) thereof to read as follows:

"Sec. 70-5. - Penalties for certain enumerated sections of this chapter.

. . .

(6) A forfeiture of not less than \$300.00 or more than \$1,000.00, together with the costs of prosecution, and in default of payment thereof, to imprisonment in the county jail until such forfeiture and costs are paid, but not to exceed 90 days for a violation of any of section 70-151(c)."

Section 4. The Bond Schedule adopted by the City of Sheboygan shall be modified so as to provide that the bond amount for a violation of section 70-151 (a) and (b) shall remain as previously provided: \$150.00 plus costs (totaling \$250.00) except in aggravated circumstances where it shall be \$250.00 plus costs (totaling \$376.00).

Section 5. The Bond Schedule adopted by the City of Sheboygan shall be modified so as to provide that the bond amount for a violation of section 70-151 (c) shall be \$500.00 plus costs (totaling \$691.00).

	hereby repealed to the extent of such
	be in effect from and after its passage
and publication.	1/2//
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	Marie Vende
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I HEREBY CERTIFY that the foregoing Ordinance was duly passed by the

Common Council of the City of Sheboygan, Wisconsin, on the \_\_\_\_\_ day of

Dated\_\_\_\_\_\_, City Clerk

Approved\_\_\_\_\_\_, Mayor

Section 6. All ordinances or parts thereof in conflict with the



R.	C.	No.	77	-	22	_	23.	Ву	LICENSIN	IG,	HEAF	RINGS	, AND	PUBLIC	SAFETY
								CON	MMITTEE.	Auc	aust	15.	2022.		

Your Committee to whom was referred R. O. No. 42-22-23 by City Clerk submitting various license applications; recommends granting the license application (Lupitas Mexican Store LLC).

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		the Co	ommon	Coun	cil of	the	city	of	Report was Sheboygan,	1000	-	
Date	i			2	0					_, Cit	y Cle	rk
Appro	oved	All Marie Control of the Control of		2	0						, May	or



R. O. No. 42 - 22 - 23. By CITY CLERK. July 18, 2022.

Submitting various license applications.

Citre Classic	
City Clerk	

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

No. Name

Address

3519 Lupitas Mexican Store LLC 2139 S. Business Dr. (Fast Taco by Lupitas Mexican Store)

HPS TIEN Rold.

Item 20.



R. C. No. 78 - 22 - 23. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE. August 15, 2022.

Your Committee to whom was referred R. O. No. 51-22-23 by City Clerk submitting various license applications; recommends granting the license applications.

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Dated_		 	20						_, Cit	y Cle	erk
Approve	ed		20			 				, May	yor

Item 20.

R. O. No. <u>5</u> - <u>22 - 23</u>. By CITY CLERK. August 1, 2022.

Submitting various license applications.

City Clerk

#### CHANGE OF PREMISE

No. Name

2921 The Walkabout

2921 The Walkabout

#### Address

2401 Calumet Avenue - To include the grass area north of the bar, and also the area in front of the garage for three-day evenut 8/26/22 - 8/28/22.

2401 Calumet Avenue - To include the grass area north of the bar, and also the area in front of the garage for four-day evenut 9/2/22 - 9/5/22.



2742 8th Street Ale Haus

1132 N. 8th Street - Current premises and parking lot south of the Holman building and part of the alleyway south of said parking lot. The entire 8th Street Ale Haus parking lot up to and including a portion of the alleyway west of the Ale Haus that abuts the parking lot. The parking lot is on 8th Street and starts at the southern edge of the building located at 1122 N. 8th (the Gaming Generations business). This is a space of approximately 110ft by 45ft. On the southern end is the alleyway that intersects with 8th and 9th Street and is between Erie and St Clair Ave. We also request a portion of said alleyway from the 8th Street entrance to approximately 130 ft. west for use of the event.

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R. C. No 22 - 23. By LICENSING, HEARINGS, AND PUBLIC SAFE COMMITTEE. August 15, 2022.	TY
Your Committee to whom was referred Res. No. 48-22-23 by Ald Felde and Ackley establishing a rotational dispatch contract for securement and board-up after fire incidents; recommends adop Resolution.	emergen
	Committe

the \_\_\_\_\_, 20\_\_\_\_.

Dated\_\_\_\_\_\_, City Clerk

Approved\_\_\_\_\_\_, Mayor

Item 21.

II

Res. No. 48 - 22 - 23. By Alderpersons Felde and Ackley. August 1, 2022.

A RESOLUTION establishing a rotational dispatch contract for emergency securement and board-up after fire incidents.

WHEREAS, the City of Sheboygan Fire Department ("Department") routinely responds to fires and other incidents which, through initial damage or damage created during response, render buildings and/or properties insecure and susceptible to further damage; and

WHEREAS, the Department desires to establish a list of companies who may respond to secure these buildings and/or properties and who agree to follow terms and conditions intended to maintain order and limit interference with fire personnel.

NOW, THEREFORE, BE IT RESOLVED: That the Common Council hereby establishes an Emergency Securement and Board-Up Rotational Contract Program whereby qualified companies are requested to respond to incidents that render properties insecure in terms substantially similar to those set forth in the attached Emergency Securement & Board-Up Rotational Contract Application.

LHPS

-VLV | OWN

Sarbara, Felde

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Dated _			 	20			, Ci	Lty	Cle	erk
Approve	ed			20				,	May	yor



# City of Sheboygan FIRE DEPARTMENT 1326 North 25<sup>th</sup> Street SHEBOYGAN, WISCONSIN 53081 (920) 459-3327 OFFICE (920) 459-0209 FAX



### EMERGENCY SECUREMENT & BOARD-UP ROTATIONAL CONTRACT APPLICATION

Business Name:
Business Address:
Mailing Address (if different):
Business Phone:()
Phone Number to be Used for Dispatching:()
Business Agent Name and Title:
Please submit the following documents with the signed application:
<ul> <li>Certificate of Insurance evidencing the following minimum limits:         <ul> <li>Workers' Compensation: Statutory Limits</li> <li>General Liability: \$1,000,000 occurrence/\$2,000,000 aggregate</li> <li>Automobile Liability &amp; Property Damage: \$1,000,000 combined single limit</li> <li>Umbrella Liability: \$5,000,000 per occurrence and aggregate</li> <li>Note: If application is approved, Business will be required to provide an updated certificate of insurance identifying the "City of Sheboygan" as additional insured and granting the City 30 days' notice of cancellation, non-renewal or expiration.</li> </ul> </li> <li>Company Response Policy</li> <li>Company Board-Up Policy</li> </ul>
By signing below, the above-identified business agrees to follow the terms and conditions for inclusion in the rotational program located on the following page. Business further agrees to indemnify, defend, and hold harmless the City, its officials, officers, agents, employees, and consultants from and against all suits, claims, damages, losses and expenses, direct, indirect or consequential arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense: (a) is attributable to bodily injury, sickness, disease, death, personal injury, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom and, (b) is caused in whole or in part by any negligent act or omission of Business, any subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for for whose acts any of them may be liable, regardless of whether it is caused in part by a party indemnified hereunder or arises by or is imposed by law regardless of the negligence of any such party. By signing below, the business agent attests to be authorized to enter into contract on behalf of the business.
Signature: Date:



#### City of Sheboygan FIRE DEPARTMENT 1326 North 25<sup>th</sup> Street SHEBOYGAN, WISCONSIN 53081 (920) 459-3327 OFFICE (920) 459-0209 FAX



#### **TERMS & CONDITIONS**

The City of Sheboygan Fire Department Emergency Site Securement & Board-Up Services Rotational Contract Program is available to qualified businesses ("Participants") who agree to follow each of the terms and conditions noted below:

1. Rotational Dispatch & Response. Participants will be notified by the Sheboygan Fire Department ("SFD") or the Sheboygan County Dispatch Center when an incident occurs within the City of Sheboygan that requires property securement and/or board-up. Participants shall not arrive to an incident scene unless they have been requested. Response time shall be within forty-five (45) minutes of the request for services. If a timely response is not possible or if the contractor otherwise declines a call for service, such advisement shall be made to dispatch at the time of call or not later than ten (10) minutes after the call.

Upon arrival, Participant shall park away from the incident and report to the Incident Commander. Vehicles and personnel shall stay clear of the scene until authorized by the Incident Commander. Personnel shall not gather information or speak with property owners until authorized by the Incident Commander and after the fire investigation personnel have completed their duties. Site security measures shall not commence until authorized by the homeowner or insurance company, if applicable.

- Identification. All vehicles and personnel responding to an incident shall be marked with company logo or name. If personnel do not customarily wear uniforms, personnel shall wear some identifier such as an I.D. badge or vest.
- 3. Equipment and Materials. Participants are solely responsible for supplying the materials, equipment and labor necessary to safely complete each board-up. Participants shall fully comply with all safety requirements set forth under state and federal law, including OSHA standards.
- 4. <u>Minimum Site Security Requirements</u>. Buildings shall be sufficiently secured to prevent unauthorized access and to minimize weather-related damage. Access points shall be locked and means of entry shall be provided to the property owner.
- Billing. Invoices for emergency board-up and securement services shall be sent to the homeowner or insurance company, if applicable. Participant will not submit an invoice to the City of Sheboygan for these activities.
- 6. Noncompliance Penalty and Appeal. Violations with the terms and conditions set forth in this Agreement may result in suspension, disqualification or termination. The Fire Chief shall have the authority to enforce penalties for noncompliance and to otherwise terminate this Agreement. Factors that the Chief may consider include but are not limited to the participant's timeliness and performance; professional service and attitude; ability to perform the necessary services in a safe manner; customer satisfaction; and accurate record-keeping.

Aggrieved participants may appeal the Chief's decision within 15 days of the mailing of the Notice of Suspension, Disqualification or Termination by filing a written appeal to the City Clerk. Such appeal shall set forth the reason(s) for the appeal. Within 30 days, the Licensing, Hearings & Public Safety Committee shall hold a hearing at which the parties may offer testimony and documents. Within 20 days of the hearing, the committee shall affirm, modify, or reverse the Chief's decision.

Item 22.

R. C. No. O- 22 - 23. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE. August 15, 2022.

At its meeting on August 10, 2022, your Committee voted to conditionally recommend that the Common Council not renew Beverage Operator License No. 7570 held by Juan D. Coronado.

Mr. Coronado was afforded the opportunity to appear before the Committee to contest the decision not to renew his license. A hearing to review that decision was held on August 10, 2022.

At the time scheduled for the hearing, Mr. Coronado failed to appear before the Committee or contest the decision.

The Committee finds that renewing Mr. Coronado's license would not be in the interest of public safety.

The Committee recommends that the Common Council uphold the decision to deny renewal of Beverage Operator License No. 7570 held by Juan D. Coronado due to his record of violations related to the licensed activity, his history as a habitual law offender, and his failure to cooperate with staff for the Committee.

		:	Committee
I HEREBY CERTIFY that and adopted by the Common the day of	Council of		
Dated			_, City Clerk
Approved	20		, Mayor

Item 23.



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.

0	CITY CLERK	

RECEIVED BY MIC

Item 23.

CLAIM NO.

12-22

#### CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

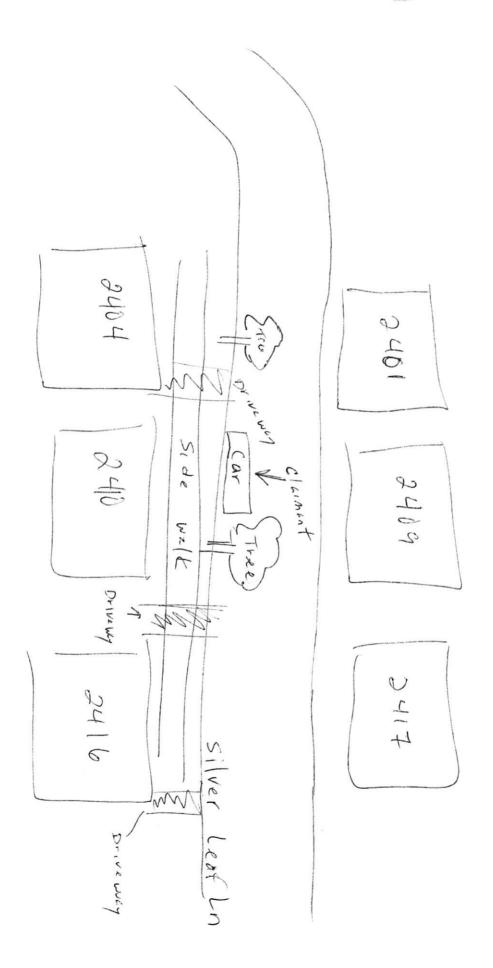
#### INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

AUG 0 5 2022

- 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: Kon C Vue
2	Name of Claimant: Kong We  Home address of Claimant: 2410 Silver Leaf Ln
3.	Home phone number: 920-889-086/
4.	Business address and phone number of Claimant:
5.	When did damage or injury occur? (date, time of day) July 201, 2022 @ Dem
б.	Where did damage or injury occur? (give full description) The Front helf
	of car scratch, deaton front of car, chip on windshield
7.	How did damage or injury occur? (give full description) Windy day, true
	broke in half landed of car and block 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:

	juries, state "NO INJURIES").  lended on hood / finder, chip on windsh
11. Name and address of any oth	her person injured:
.2. Damage estimate: (You are	not bound by the amounts provided here.)
Auto:	\$ 2,302,27
Property:	\$
Personal injury:	\$
Other: (Specify below	\$
TOT	PAL \$
Names and addresses of with	nesses, doctors and hospitals:
FOR ALL ACCIDENT NOTICES, COM NAMES OF ALL STREETS, HOUSE NU (IF APPLICABLE), WHICH IS CLAIM	MPLETE THE FOLLOWING DIAGRAM IN DETAIL. BE SURE TO INCLUMBERS, LOCATION OF VEHICLES, INDICATING WHICH IS CITY VEHICANT VEHICLE, LOCATION OF INDIVIDUALS, ETC.
FOR ALL ACCIDENT NOTICES, COM NAMES OF ALL STREETS, HOUSE NU (IF APPLICABLE), WHICH IS CLAIM	PLETE THE FOLLOWING DIAGRAM IN DETAIL. BE SURE TO INCL IMBERS, LOCATION OF VEHICLES, INDICATING WHICH IS CITY VEHI MANT VEHICLE, LOCATION OF INDIVIDUALS, ETC.
OR ALL ACCIDENT NOTICES, COM NAMES OF ALL STREETS, HOUSE NU IF APPLICABLE), WHICH IS CLAIM	APLETE THE FOLLOWING DIAGRAM IN DETAIL. BE SURE TO INCLUMBERS, LOCATION OF VEHICLES, INDICATING WHICH IS CITY VEHIMANT VEHICLE, LOCATION OF INDIVIDUALS, ETC.  t fit the situation, attach proper diagram and sign.
FOR ALL ACCIDENT NOTICES, COM NAMES OF ALL STREETS, HOUSE NU (IF APPLICABLE), WHICH IS CLAIM	PLETE THE FOLLOWING DIAGRAM IN DETAIL. BE SURE TO INCL IMBERS, LOCATION OF VEHICLES, INDICATING WHICH IS CITY VEHI MANT VEHICLE, LOCATION OF INDIVIDUALS, ETC.
FOR ALL ACCIDENT NOTICES, COMMANS OF ALL STREETS, HOUSE NUTTED IN THE PROPERTY OF A POPULATION	TPLETE THE FOLLOWING DIAGRAM IN DETAIL. BE SURE TO INCLUMBERS, LOCATION OF VEHICLES, INDICATING WHICH IS CITY VEHIMANT VEHICLE, LOCATION OF INDIVIDUALS, ETC.  It fit the situation, attach proper diagram and sign.  FOR OTHER ACCIDENTS



DATE RECEIVED	RECEIVED BY	Item 23.
	CLAIM NO.	
CLAIM		
Claimant's Name:	Auto	\$
Claimant's Address:	Property	\$
	Personal Injury	\$
Claimant's Phone No.	Other (Specify below	) \$
	TOTAL	\$
WARNING: IT IS A CRIMINAL OFFEN (WISCONSIN STATUTE  The undersigned hereby makes a clai arising out of the circumstances descr. Injury. The claim is for relief in the amount of \$	SE TO FILE A FALSE ES 943.395) m against the Cit ibed in the Notic	CLAIM. Cy of Sheboygan e of Damage or
SIGNED	DATE:	
ADDRESS:	and the state of the	

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 Workfile ID: PartsShare:

Federal ID:

Item 23. 09d410

6TjW9c

46-4704899

#### **Preliminary Estimate**

Phone: (920) 458-6111

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

License: AKP-4408

**BLACK** 

Mileage Out:

Vehicle Out:

State:

WI

Exterior Color: 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 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
1	FRONT BUM	PER						
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	
5	FRONT LAM	PS						
6		R&I	RT R&I headlamp assy				0.3	
7		R&I	LT R&I headlamp assy				0.3	
8	HOOD							
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	
13	FENDER							
14	*	Rpr	RT Fender				1.5	1.8
15			Overlap Major Adj. Panel				<del></del>	-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				9.0	-0.4
21			Add for Clear Coat					0.3
22	COWL							0.0
23	*	Repl	LKQ Cowl grille inner +25%	74219TR6A00	1	71.25	0.7	
24	PILLARS, RO	CKER &	FLOOR					
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	
				SUBTOTALS		98.25	16.9	10.2

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
Grand Total				2,302.27
Deductible				0.00
CUSTOMER PAY				0.00
INSURANCE PAY				2,302.27

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**

Workfile ID: PartsShare: Item 23. 6SyCys

Federal ID:

83-0747810

3400 S BUSINESS DR, SHEBOYGAN, WI 53081

Phone: (920) 459-6855 FAX: (920) 459-6286

#### **Preliminary Estimate**

**Customer: VUE, KONG** 

Job Number:

Written By: Jeff Wiegand

Insured:

VUE, KONG

Policy #:

Claim #:

Type of Loss:

Date of Loss:

Point of Impact: 12 Front

Days to Repair: 0

Owner:

VUE, KONG

**Inspection Location:** 

**Insurance Company:** 

142,933

SHEBOYGAN CHEVROLET BUICK GMC CADILLAC

2410 SILVER LEAF LN SHEBOYGAN, WI 53083

3400 S BUSINESS DR SHEBOYGAN, WI 53081

(920) 889-0861 Cell

Repair Facility

(920) 459-6855 Business

#### **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:

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 Windows** 

Power Brakes

Power Locks

**Dual Mirrors** 

Console/Storage

CONVENIENCE

**DECOR** 

**Power Mirrors** 

Intermittent Wipers

Tilt Wheel Cruise Control

Air Conditioning

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**

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	INFORMATI	ON LABE	ELS					
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	FRONT BUM	IPER						
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	HOOD							
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	FENDER							
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	MISCELLAN	EOUS OF	PERATIONS					3.0
23	#	Subl	Hazardous waste removal		1	3.00 T		
				SUBTOTALS		1,027.75	7.2	10.2

#### **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
Grand Total				2,674.37
Deductible				0.00
CUSTOMER PAY				0.00
INSURANCE PAY				2,674.37

#### **Preliminary Estimate**

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:

 $\label{eq:memoral} \begin{tabular}{ll} m=MOTOR & Mechanical component. & m=MOTOR & Structural component. & m=Motor & m=Motor$ 

#### SYMBOLS FOLLOWING LABOR:

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

#### OTHER SYMBOLS AND ABBREVIATIONS:

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

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#### Item 23.

#### **Preliminary Estimate**

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.

#### Item 23.

#### **Preliminary Estimate**

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	#~323044626	\$ 207.00
	4410 N 132nd St, Suite A	LKQ LT fender assy +25%	
	Butler WI 53007	Fender 4DR L, L.,S#\$J2650	
	(414) 463-1019	Quote: 1356093706	
		Expires: 09/09/22	

428117

#### **Preliminary Estimate**

**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:

WI State:

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

Item 24.



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

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

EAP	City Attorney	

Item 25.

II

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

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

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

FAP

		City o			Resolutior Wisconsin,			the of
Dated _			20			 , Ci	ty Cl	.erk
Approve	ed		20	•			, Ma	vor

# CITY OF SHEBOYGAN SOUTHPOINTE ENTERPRISE CAMPUS REAL ESTATE SALES COMMISSION POLICY

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

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

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

# CITY OF SHEBOYGAN SOUTHPOINTE ENTERPRISE CAMPUS REAL ESTATE SALES COMMISSION AGREEMENT

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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



\$284,260.81

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

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

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

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

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

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

Account No. 400500-631200 (Capital Recreation

& Culture-Buil	ding Improvements	;)	
	-		
Common Council of the Ci	hat the foregoing ty of Sheboygan, , 20	Resolution was duly Wisconsin, on the _	y passed by the day of
Dated	20		, City Clerk
Approved	20 .		, Mayor

#### AGREEMENT

## BETWEEN THE CITY OF SHEBOYGAN, WISCONSIN AND KONZ ELECTRIC, LLC

### FOR THE PROVISION AND INSTALLATION OF A NEW FIRE ALARM SYSTEM FOR THE MEAD PUBLIC LIBRARY

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

#### WITNESSETH:

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

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

#### **Article 1. Scope of Services**

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

Contractor shall provide all labor, machinery, equipment, licenses, permits<sup>1</sup>, bonds, and travel expenses to safely and skillfully complete the project and shall dispose of all materials from the removal of the current system in a lawful manner (the "Disposal").

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

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

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

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

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

#### **Article 2. Standard of Care**

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

<sup>&</sup>lt;sup>1</sup> Contractor shall be responsible for obtaining any and all applicable City permits and paying any and all applicable permit fees prior to beginning work.

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

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

# **Article 3. City's Representative**

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

# **Article 4. Compensation**

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

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

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

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

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

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

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

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

# **Article 5. 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. All work shall be coordinated with the City's Representative. No work may occur on weekends, holidays without prior approval from the City's Representative.

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

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

# **Article 8. Liquidated Damages**

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

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

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

# **Article 9. Workmanship and Quality of Materials**

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

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

# **Article 10. Safety Requirements**

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

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

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

# **Article 11. Open Records**

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

# **Article 12. Termination**

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

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

# Article 13. <u>Default</u>

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

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

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

# **Article 14. Identity of Contractor**

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

# **Article 15. Independent Contractor Status**

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

# **Article 16. Indemnification**

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

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

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

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

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

# **Article 17. Insurance**

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

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

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

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

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

The proof of insurance must contain an original signature.

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

# **Article 18. Conflict of Interest**

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

# Article 19. Waiver

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

# Article 20. Severability

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

# Article 21. Assignment

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

# **Article 22. Third Party Rights**

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

# Article 23. Governing Law and Venue

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

# Article 24. Non-Discrimination and Equal Opportunity

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

# **Article 25. Compliance with Laws**

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

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

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

# **Article 26. Notices**

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

# City: Contractor:

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

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

# Article 27. Intent to be Bound

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

# **Article 28. Force Majeure**

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

# **Article 29. Integration and Modification**

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

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

- 5. All Other Submittals by Contractor
- 6. The Performance and Payment Bonds (collectively "the Contract").

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

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

# **Article 30. Non-Collusion**

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

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

# **Article 31. Other Provisions**

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

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

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

CITY OF SHEBOYGAN, WISCONSIN	CONTRACTOR
BY:	BY:
Ryan Sorenson, Mayor	Thomas Konz, Vice President
ATTEST: Meredith DeBruin, City Clerk	ATTEST:
DATE:	DATE:

Item 26.

# **ELECTRICAL ADDENDUM #1**



Project: Sheboygan Mead Public Library Fire Alarm Replacement Project

Project No.: MSA# 09511021 Date: May 13, 2022

# Sign in Sheet:

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

### Pre-bid Notes:

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

# Bid Form:

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

# General:

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

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

Sheboygan Mead Public Library 710 North 8<sup>th</sup> Street Sheboygan, WI 53081 Pre-Bid Sign-in Sheet



Project Name:	Sneboygan Mead Public Library Fire Alarm Replacement Project
Project No.:	MSA# 09511021

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

Location: Sheboygan Mead Public Library

# PLEASE PRINT LEGIBLY!!!!!

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

# PRE-BID MEETING NOTES



Project: Sheboygan Mead Public Library Fire Alarm Replacement

Project

Project No.: MSA# 09511021

Walk Through Date: Wednesday, May 11, 2022 at 8:00 am

Walk Through Location: Sheboygan Mead Public Library

Notes By: Dave Schulze, MSA Professional Services.

# A. Overview

1. Everyone sign-in, check log in.

- 2. Contact person: Michael Willmas
- 3. Project Scope: This work is to include replacing the Simplex fire alarm system with a Notifier Voice/Strobe system. A voice system is being installed in lieu of a horn/strobe system because the occupant load is close to 1,000 people and is desired by the owner.
- 4. The owner has purchased the fire alarm headend and power supplies due to long lead times.
- 5. Tax exempt with owner purchase. Bidders are to include materials without sales tax and applicable county taxes in their bid.
- 6. This is not a prevailing wage project.
- 7. Submit bid with 5% Bid Bond. No permit fees will be waivered.
- 8. Contractor that is awarded with the project shall submit a Performance and Payment Bond of 100% of the contract cost.
- 9. Each contractor shall make sure they up to date with the City's Bidder's Proof of Responsibility, see front end of specification for this form.
- 10. One prime contractor (EC); fire alarm contractor is a subcontractor of the EC.
- 11. Asbestos: may be some but should not cause work delays.
- 12. Provide Bidder's Proof of Responsibility.
- 13. Overview.
- 14. Questions.

# B. Project Timetable

- Addenda will be issued around Friday, May 13, 2022. At this time the City is looking at the possibility of adding additional smoke detectors spot type detection in book stack areas.
- 2. Bids Due at 1:00 p.m. Thursday, May 19, 2022. Send Bids to: City of Sheboygan City Hall (Finance Department) Attn: Mr. Bernard Rammer 828 Center Avenue, Sheboygan, WI 53081. Bids will be opened at 1:00 pm in Room 109 of City Hall
- 3. Bids will be reviewed May 19 June 20, 2022.

- 4. Final approval by Common Council Monday. June 20, 2022.
- 5. Successful contractor notified and contract awarded June 21, 2022.
- 6. Pre-construction meeting tentatively week of June 27, 2022.
- 7. Contractors provide all submittals for review mid-July 2022.
- 8. Submittals returned to contractors with-in a few days.
- 9. Project completion: Substantial completion will be December 23, 2022 with Final completion on December 30, 2022.

# C. Project Specifics

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

# **BID PROPOSAL FORM**

# CITY OF SHEBOYGAN MEAD PUBLIC LIBRARY FIRE ALARM SYSTEM UPGRAD

Bids Close:	1:00 p.m., Thursday, May 19, 2022			
	PROPOSAL			
То:	City of Sheboygan City Hall Finance Department Attn: Mr. Bernard Rammer 828 Center Avenue Sheboygan, WI 53081			
We				(□ a corporation) (□ a partnership)
	(Company name)			(□ an individual)
Of	City and State			
Street	City and State	Zip	Telephone	e No.
BASE BID We propose to expenses to inskey installation		essional Servic rials and labor, dance with the	to include travel, bid plans and spe	d April 29, 2022.
Total Lump-S	Sum Cost \$			
ALTERNATI	E BID E-1			
State the addit	ion/deduction cost of to add additiona	ıl smoke detect	ion as stated unde	er Alternate Bid E-1
<b>Total Alterna</b>	te Bid E-1 Cost \$			
Addendum Re	ceipt			
We acknowled	lge receipt of the following Addenda:			
Addendum No	o Date	_		
Addendum No	o Date	_		
Addendum No	o Date	_		

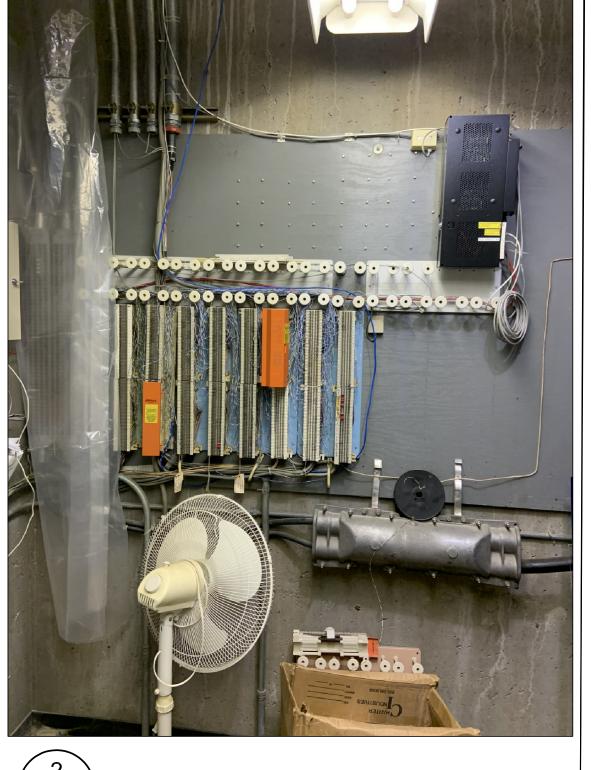
# CITY OF SHEBOYGAN MEAD PUBLIC LIBRARY FIRE ALARM SYSTEM UPGRADE

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

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

E1.0D EXISTING FUSE BREAKER

UNEXCAVATED



EXISTING TELEPHONE TERMINATION BOARD



EXISTING PANEL E

**GENERAL NOTES**:

REMOVE ALL EXISTING DEVICES AND WIRING AND PROVIDE NEW AS SHOWN. IF NOTES DO NOT INDICATE REUSING THE EXISTING LOCATION, THE EC MUST REMOVE DEVICE, RACEWAY, BOXES, WIRING, AND PATCH EXISTING

SURFACES TO MATCH SURROUNDING SURFACES. EC TO PAINT TO MATCH WALL OR CEILING COLOR. EVERY EFFORT HAS BEEN MADE TO SHOW EXISTING FIRE ALARM DEVICES, IF AN EXISTING FIRE ALARM DEVICE IS NOT SHOWN ON THE PLANS, THE EC MUST REMOVE DEVICES, RACEWAY, BOXES, WIRING, AND PATCH EXISTING SURFACES TO MATCH SURROUNDING SURFACES. EC TO PAINT TO MATCH WALL OR CEILING COLOR. IF DEVICE IS

FLUSH MOUNTED REMOVE ALL WIRING AND EXPOSED RACEWAY. PROVIDE DECORATIVE BLANK COVER.

3. ALL CEILINGS ARE LAY-IN  $\langle 1 \rangle$  UNLESS OTHERWISE STATED.

ALL EXISTING SMOKE DETECTORS ARE TO BE REMOVED AND PROVIDED NEW IN SAME LOCATION UNLESS OTHERWISE STATED.

THIS FACILITY IS PARTIALLY SPRINKLERED. THE 3RD FLOOR IS THE ONLY FLOOR THAT IS SPRINKLERED. ELEVATOR ROOMS ARE NOT SPRINKLERED.

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

REMOVE EXISTING DEVICE, WIRING, BOX, AND CONDUIT.

REMOVE EXISTING DEVICE AND WIRING. PROVIDE BLANK PLATE.

REPLACE EXISTING SMOKE DETECTOR WITH NEW IN EXISTING LOCATION.

REPLACE EXISTING FIRE ALARM PULL STATION WITH NEW IN EXISTING LOCATION.

7. REPLACE EXISTING ELEVATOR SMOKE DETECTOR WITH NEW.

9. EXISTING FLOW SWITCHES AND TAMPER SWITCH TO BE CONNECTED TO NEW FIRE ALARM SYSTEM

10. REPLACE EXISTING DUCT DETECTOR WITH NEW IN EXISTING LOCATION.

11. REPLACE EXISTING FACP WITH NEW, SEE NEW PLANS.

12. REPLACE EXISTING HEAT DETECTOR WITH NEW IN EXISTING LOCATION.

13. REPLACE EXISTING ELEVATOR MONITOR MODULE WITH NEW.

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

SHEBOYGAN MEAD PUBLIC LIBRARY FIRE ALARM

SHEBOYGAN MEAD PUBLIC LIBRARY 710 N 8TH ST, SHEBOYGAN, WI 53081 Project Number R09511021 Seal/Signature Issued for **BID DOCUMENTS** ISSUE FOR BID

**CEILING SCHEDULE** 

CONCRETE PAN 11-1/2" DEEP

CONCRETE PAN 16" DEEP

LAY-IN CEILING

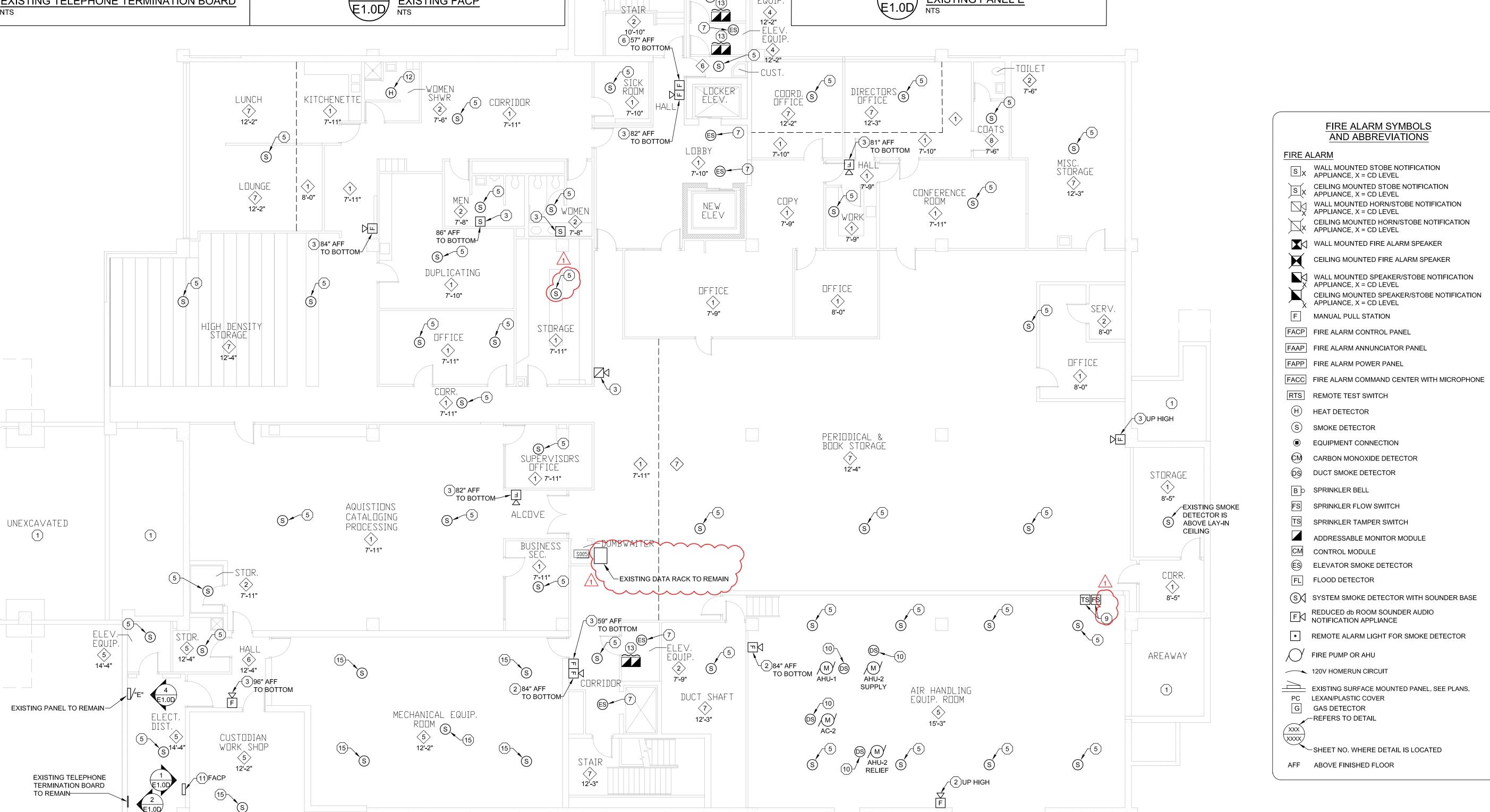
VAULTED GYP.

GYPSUM CEILING

Sheet Number

BASEMENT FLOOR PLAN - DEMO

UNEXCAVATED



1

UNEXCAVATED 1

ADDENDUM #1 05/13/2022

Drawn by: CTS

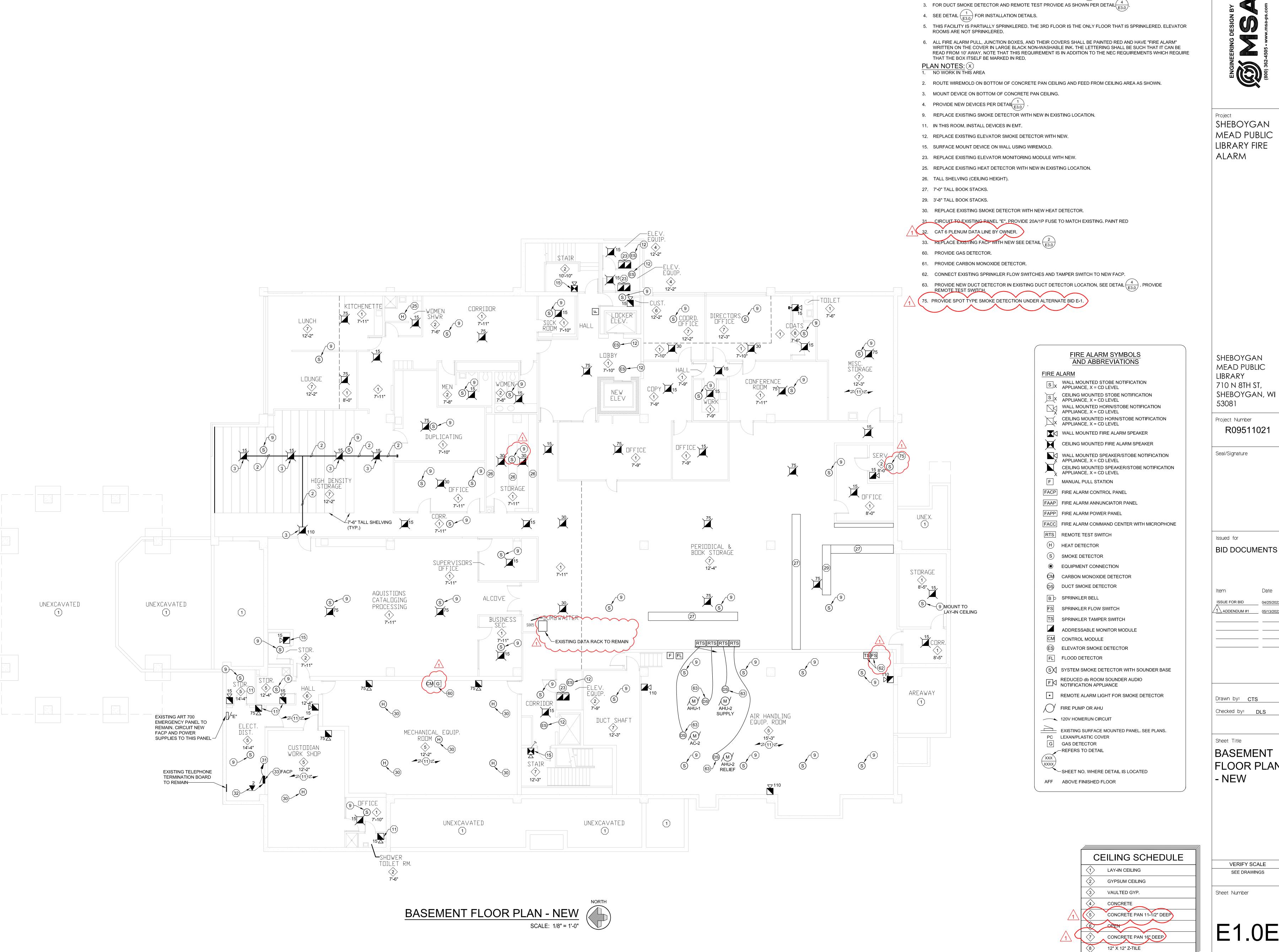
Checked by: DLS

Sheet Title

**BASEMENT** FLOOR PLAN - DEMO

> VERIFY SCALE SEE DRAWINGS

E1.0D



**GENERAL NOTES:** 

1. ALL CEILINGS ARE LAY-IN (1) UNLESS OTHERWISE STATED.

2. PROVIDE ELEVATOR SMOKE DETECTOR INSTALLATION PER DETAIL  $\frac{3}{(E3.0)}$ 

Item 26.

SHEBOYGAN MEAD PUBLIC LIBRARY FIRE ALARM

SHEBOYGAN MEAD PUBLIC 710 N 8TH ST,

Project Number R09511021

Seal/Signature

**BID DOCUMENTS** 

ADDENDUM #1 05/13/2022

Drawn by: CTS

Checked by: DLS

BASEMENT

FLOOR PLAN - NEW

VERIFY SCALE SEE DRAWINGS

Sheet Number

E1.0E

1ST FLOOR PLAN - DEMO

**GENERAL NOTES:** 

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

2. EVERY EFFORT HAS BEEN MADE TO SHOW EXISTING FIRE ALARM DEVICES, IF AN EXISTING FIRE ALARM DEVICE IS NOT SHOWN ON THE PLANS, THE EC MUST REMOVE DEVICES, RACEWAY, BOXES, WIRING, AND PATCH EXISTING SURFACES TO MATCH SURROUNDING SURFACES. EC TO PAINT TO MATCH WALL OR CEILING COLOR. IF DEVICE IS FLUSH MOUNTED REMOVE ALL WIRING AND EXPOSED RACEWAY. PROVIDE DECORATIVE BLANK COVER.

3. ALL CEILINGS ARE LAY-IN 1 UNLESS OTHERWISE STATED.

4. ALL EXISTING SMOKE DETECTORS ARE TO BE REMOVED AND PROVIDED NEW IN SAME LOCATION UNLESS OTHERWISE STATED.

5. THIS FACILITY IS PARTIALLY SPRINKLERED. THE 3RD FLOOR IS THE ONLY FLOOR THAT IS SPRINKLERED. ELEVATOR ROOMS ARE NOT SPRINKLERED.

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

2. REMOVE EXISTING DEVICE, WIRING, BOX, AND CONDUIT.

3. REMOVE EXISTING DEVICE AND WIRING. PROVIDE BLANK PLATE.

4. EXISTING DEVICE TO REMAIN.

5. REPLACE EXISTING SMOKE DETECTOR WITH NEW IN EXISTING LOCATION. 6. REPLACE EXISTING FIRE ALARM PULL STATION WITH NEW IN EXISTING LOCATION.

7. REPLACE EXISTING ELEVATOR SMOKE DETECTOR WITH NEW.

8. REPLACE EXISTING HORN/STROBE OR STROBE WITH SPEAKER/STROBE.

9. EXISTING DEVICE INSTALLED USING EMT.

10. EXISTING IN WALL AMP TO REMAIN. PROVIDE CONTROL MODULE TO TURN OFF SPEAKERS WHEN FIRE ALARM IS

11. EXISTING FAAP TO BE REPLACED WITH NEW. SEE NEW PLANS.



S X WALL MOUNTED STOBE NOTIFICATION APPLIANCE, X = CD LEVEL

S X CEILING MOUNTED STOBE NOTIFICATION APPLIANCE, X = CD LEVEL WALL MOUNTED HORN/STOBE NOTIFICATION APPLIANCE, X = CD LEVEL

CEILING MOUNTED HORN/STOBE NOTIFICATION APPLIANCE, X = CD LEVEL

WALL MOUNTED FIRE ALARM SPEAKER

CEILING MOUNTED FIRE ALARM SPEAKER WALL MOUNTED SPEAKER/STOBE NOTIFICATION APPLIANCE, X = CD LEVEL

CEILING MOUNTED SPEAKER/STOBE NOTIFICATION APPLIANCE, X = CD LEVEL

F MANUAL PULL STATION

FACP FIRE ALARM CONTROL PANEL

FAAP FIRE ALARM ANNUNCIATOR PANEL FAPP FIRE ALARM POWER PANEL

FACC FIRE ALARM COMMAND CENTER WITH MICROPHONE

RTS REMOTE TEST SWITCH

H HEAT DETECTOR

S SMOKE DETECTOR

EQUIPMENT CONNECTION

CM CARBON MONOXIDE DETECTOR

DS DUCT SMOKE DETECTOR

B O SPRINKLER BELL

FS SPRINKLER FLOW SWITCH TS SPRINKLER TAMPER SWITCH

ADDRESSABLE MONITOR MODULE

CM CONTROL MODULE

ES ELEVATOR SMOKE DETECTOR FL FLOOD DETECTOR

SX SYSTEM SMOKE DETECTOR WITH SOUNDER BASE

REDUCED db ROOM SOUNDER AUDIO NOTIFICATION APPLIANCE REMOTE ALARM LIGHT FOR SMOKE DETECTOR

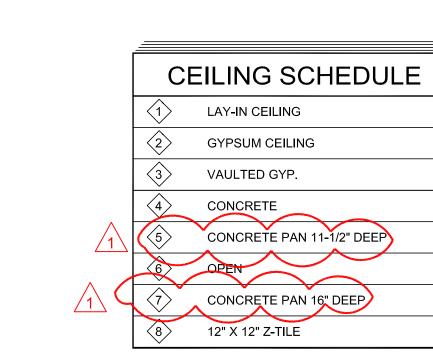
FIRE PUMP OR AHU 120V HOMERUN CIRCUIT

EXISTING SURFACE MOUNTED PANEL. SEE PLANS. PC LEXAN/PLASTIC COVER

G GAS DETECTOR REFERS TO DETAIL

SHEET NO. WHERE DETAIL IS LOCATED

AFF ABOVE FINISHED FLOOR



Item 26.

SHEBOYGAN MEAD PUBLIC LIBRARY FIRE ALARM

SHEBOYGAN MEAD PUBLIC LIBRARY 710 N 8TH ST, SHEBOYGAN, WI 53081

R09511021

Seal/Signature

Project Number

Issued for **BID DOCUMENTS** 

ISSUE FOR BID

1 \ ADDENDUM #1 05/13/2022

Drawn by: CTS

Checked by: DLS

1ST FLOOR PLAN -DEMO

Sheet Title

VERIFY SCALE SEE DRAWINGS

Sheet Number

E1.1D



GENERAL NOTES:

1. ALL CEILINGS ARE LAY-IN 1 UNLESS OTHERWISE STATED.

2. PROVIDE ELEVATOR SMOKE DETECTOR INSTALLATION PER DETAIL  $\left(\frac{3}{2}\right)$ 

3. FOR DUCT SMOKE DETECTOR AND REMOTE TEST PROVIDE AS SHOWN PER DETAIL  $\begin{pmatrix} 4 \\ \hline F3.0 \end{pmatrix}$ 

4. SEE DETAIL  $\underbrace{\frac{1}{E3.0}}$  FOR INSTALLATION DETAILS.

5. THIS FACILITY IS PARTIALLY SPRINKLERED. THE 3RD FLOOR IS THE ONLY FLOOR THAT IS SPRINKLERED. ELEVATOR ROOMS ARE NOT SPRINKLERED.

6. ALL FIRE ALARM PULL, JUNCTION BOXES, AND THEIR COVERS SHALL BE PAINTED RED AND HAVE "FIRE ALARM" WRITTEN ON THE COVER IN LARGE BLACK NON-WASHABLE INK. THE LETTERING SHALL BE SUCH THAT IT CAN BE READ FROM 10' AWAY. NOTE THAT THIS REQUIREMENT IS IN ADDITION TO THE NEC REQUIREMENTS WHICH REQUIRE THAT THE BOX ITSELF BE MARKED IN RED.

# PLAN NOTES: 🗴 1. NO WORK IN THIS AREA

2. ROUTE WIREMOLD ON BOTTOM OF CONCRETE PAN CEILING AND FEED FROM CEILING AREA AS SHOWN.

3. MOUNT DEVICE ON BOTTOM OF CONCRETE PAN CEILING.

5. ROUTE WIREMOLD ON BOTTOM OF CONCRETE PAN CEILING AND FEED FROM CEILING AS SHOWN. ROUTE WIREMOLD DOWN TO PULL STATION.

6. REPLACE EXISTING FIRE ALARM PULL STATION WITH NEW IN EXISTING LOCATION.

7. EXISTING CEILING ACCESS DOOR. SEE DETAIL  $\left(\frac{2}{E1.1E}\right)$ 

8. CUT DEVICE IN EXISTING GYP. WALL. FEED FROM LAY-IN CEILING.

9. REPLACE EXISTING SMOKE DETECTOR WITH NEW IN EXISTING LOCATION.

10. EXISTING IN-WALL AMP TO REMAIN. PROVIDE CONTROL MODULE TO TURN OFF SPEAKERS WHEN FIRE ALARM IS

11. IN THIS ROOM, INSTALL DEVICES IN EMT.

12. REPLACE EXISTING ELEVATOR SMOKE DETECTOR WITH NEW.

13. REPLACE EXISTING HORN/STROBE OR STROBE WITH NEW SPEAKER/STROBE.

14. EXISTING DEVICE INSTALLED USING EMT.

15. SURFACE MOUNT DEVICE ON WALL USING WIREMOLD.

27. 7'-0" TALL BOOK STACKS.

28. 5'-0" TALL BOOK STACKS.

29. 3'-8" TALL BOOK STACKS.

30. NO FIRE ALARM CONNECTION REQUIRED.

31. EXISTING FAAP TO BE REPLACED WITH NEW. 74. PROVIDE CONTROL MODULE TO CONTROL 120V FIRE DOOR

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

# FIRE ALARM SYMBOLS AND ABBREVIATIONS

S X WALL MOUNTED STOBE NOTIFICATION APPLIANCE, X = CD LEVEL

S X CEILING MOUNTED STOBE NOTIFICATION APPLIANCE, X = CD LEVEL WALL MOUNTED HORN/STOBE NOTIFICATION APPLIANCE, X = CD LEVEL

CEILING MOUNTED HORN/STOBE NOTIFICATION APPLIANCE, X = CD LEVEL

WALL MOUNTED FIRE ALARM SPEAKER

CEILING MOUNTED FIRE ALARM SPEAKER

WALL MOUNTED SPEAKER/STOBE NOTIFICATION APPLIANCE, X = CD LEVEL

CEILING MOUNTED SPEAKER/STOBE NOTIFICATION APPLIANCE, X = CD LEVEL

F MANUAL PULL STATION

FACP FIRE ALARM CONTROL PANEL

FAAP FIRE ALARM ANNUNCIATOR PANEL

FAPP FIRE ALARM POWER PANEL

FACC FIRE ALARM COMMAND CENTER WITH MICROPHONE

RTS REMOTE TEST SWITCH

H HEAT DETECTOR

S SMOKE DETECTOR

EQUIPMENT CONNECTION

CM CARBON MONOXIDE DETECTOR

DS DUCT SMOKE DETECTOR B SPRINKLER BELL

FS SPRINKLER FLOW SWITCH

TS SPRINKLER TAMPER SWITCH

ADDRESSABLE MONITOR MODULE CM CONTROL MODULE

(ES) ELEVATOR SMOKE DETECTOR

FL FLOOD DETECTOR

SYSTEM SMOKE DETECTOR WITH SOUNDER BASE

REDUCED db ROOM SOUNDER AUDIO NOTIFICATION APPLIANCE

REMOTE ALARM LIGHT FOR SMOKE DETECTOR

FIRE PUMP OR AHU

120V HOMERUN CIRCUIT EXISTING SURFACE MOUNTED PANEL. SEE PLANS.

PC LEXAN/PLASTIC COVER G GAS DETECTOR REFERS TO DETAIL

SHEET NO. WHERE DETAIL IS LOCATED AFF ABOVE FINISHED FLOOR

**CEILING SCHEDULE** LAY-IN CEILING GYPSUM CEILING VAULTED GYP. CONCRETE PAN 11-1/2" DEEP CONCRETE PAN 16" DEEP 8 12" X 12" Z-TILE

SHEBOYGAN MEAD PUBLIC LIBRARY FIRE ALARM

SHEBOYGAN MEAD PUBLIC LIBRARY 710 N 8TH ST, SHEBOYGAN, WI 53081

R09511021

Project Number

Seal/Signature

ISSUE FOR BID

Issued for **BID DOCUMENTS** 

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

Drawn by: CTS Checked by: DLS

Sheet Title

1ST FLOOR PLAN - NEW

> VERIFY SCALE SEE DRAWINGS

Sheet Number

E1.1E

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



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

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

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

- 3. REMOVE EXISTING DEVICE AND WIRING. PROVIDE BLANK PLATE.
- 5. REPLACE EXISTING SMOKE DETECTOR WITH NEW IN EXISTING LOCATION.
- 6. REPLACE EXISTING FIRE ALARM PULL STATION WITH NEW IN EXISTING LOCATION.
- 7. REPLACE EXISTING ELEVATOR SMOKE DETECTOR WITH NEW.
- 8. REPLACE EXISTING HORN/STROBE OR STROBE WITH SPEAKER/STROBE.
- 11. REPLACE EXISTING WALL MOUNTED HORN/STROBE WITH WALL SPEAKER.
- 14. REPLACE PULL STATION WITH NEW AND INSTALL USING G4000 WIREMOLD.

SHEBOYGAN MEAD PUBLIC LIBRARY FIRE ALARM

MEAD PUBLIC

710 N 8TH ST,

Project Number

Seal/Signature

Issued for

ISSUE FOR BID

**BID DOCUMENTS** 

1 \ ADDENDUM #1 05/13/2022

SHEBOYGAN, WI

R09511021

LIBRARY

53081



# S X WALL MOUNTED STOBE NOTIFICATION APPLIANCE, X = CD LEVEL

S X CEILING MOUNTED STOBE NOTIFICATION APPLIANCE, X = CD LEVEL WALL MOUNTED HORN/STOBE NOTIFICATION APPLIANCE, X = CD LEVEL

CEILING MOUNTED HORN/STOBE NOTIFICATION X APPLIANCE, X = CD LEVEL

WALL MOUNTED FIRE ALARM SPEAKER CEILING MOUNTED FIRE ALARM SPEAKER

WALL MOUNTED SPEAKER/STOBE NOTIFICATION APPLIANCE, X = CD LEVEL CEILING MOUNTED SPEAKER/STOBE NOTIFICATION APPLIANCE, X = CD LEVEL

F MANUAL PULL STATION FACP FIRE ALARM CONTROL PANEL

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RTS REMOTE TEST SWITCH

H HEAT DETECTOR

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EQUIPMENT CONNECTION

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ADDRESSABLE MONITOR MODULE CM CONTROL MODULE

ES ELEVATOR SMOKE DETECTOR FL FLOOD DETECTOR

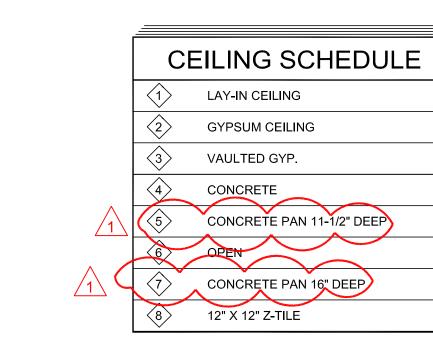
SX SYSTEM SMOKE DETECTOR WITH SOUNDER BASE REDUCED db ROOM SOUNDER AUDIO NOTIFICATION APPLIANCE

REMOTE ALARM LIGHT FOR SMOKE DETECTOR

FIRE PUMP OR AHU 120V HOMERUN CIRCUIT

EXISTING SURFACE MOUNTED PANEL. SEE PLANS. PC LEXAN/PLASTIC COVER G GAS DETECTOR REFERS TO DETAIL

SHEET NO. WHERE DETAIL IS LOCATED AFF ABOVE FINISHED FLOOR



Drawn by: CTS

Checked by: DLS

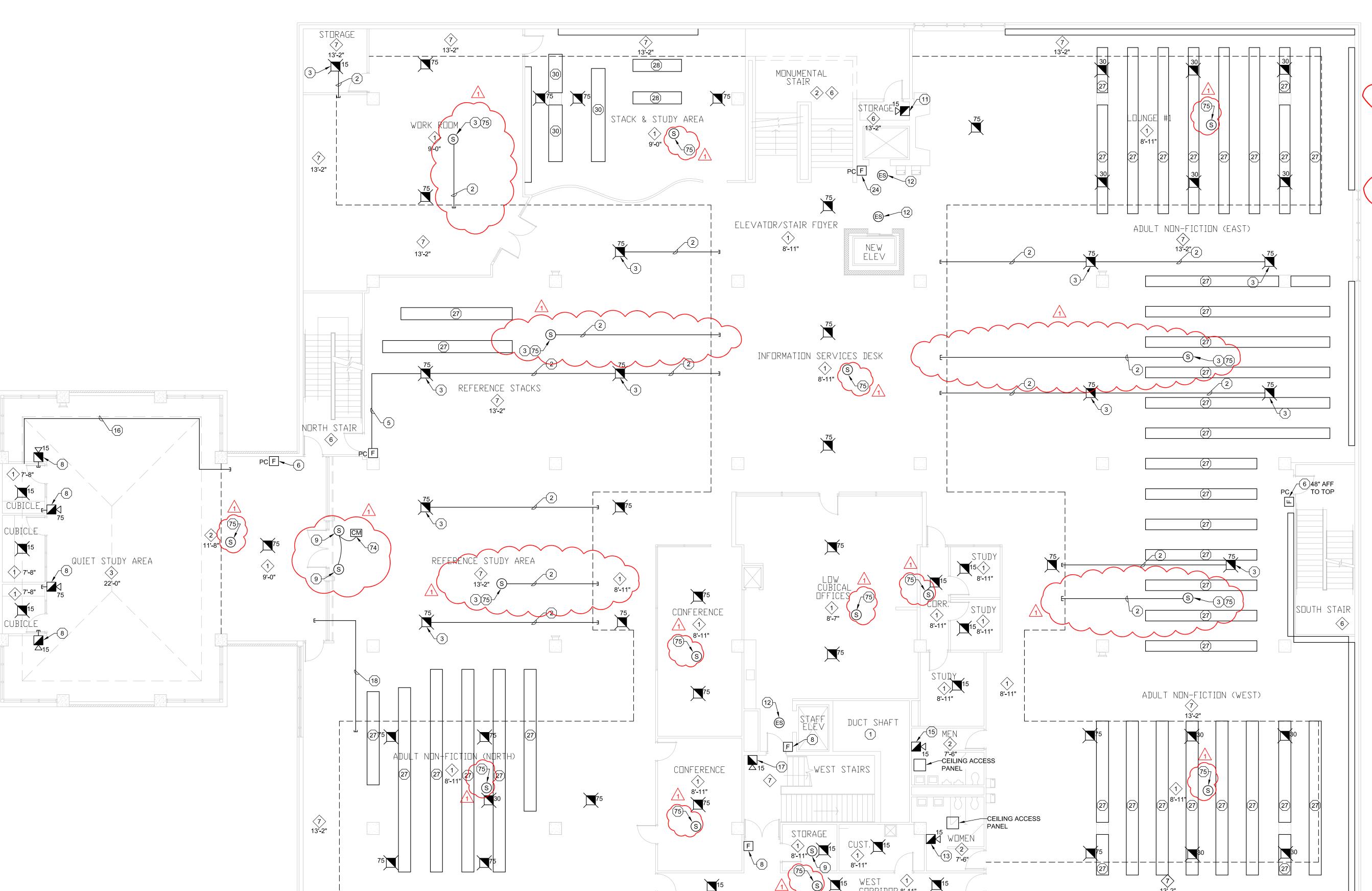
Sheet Title

2ND FLOOR PLAN -DEMO

> VERIFY SCALE SEE DRAWINGS

Sheet Number

E1.2D



2ND FLOOR PLAN - NEW

GENERAL NOTES:

1. ALL CEILINGS ARE LAY-IN 1 UNLESS OTHERWISE STATED.

2. PROVIDE ELEVATOR SMOKE DETECTOR INSTALLATION PER DETAIL  $\left(\frac{3}{2}\right)$ 

3. FOR DUCT SMOKE DETECTOR AND REMOTE TEST PROVIDE AS SHOWN PER DETAIL  $\begin{pmatrix} 4 \\ E3.0 \end{pmatrix}$ .

4. SEE DETAIL  $\underbrace{\frac{1}{E3.0}}$  FOR INSTALLATION DETAILS.

THIS FACILITY IS PARTIALLY SPRINKLERED. THE 3RD FLOOR IS THE ONLY FLOOR THAT IS SPRINKLERED. ELEVATOR ROOMS ARE NOT SPRINKLERED.

6. ALL FIRE ALARM PULL, JUNCTION BOXES, AND THEIR COVERS SHALL BE PAINTED RED AND HAVE "FIRE ALARM" WRITTEN ON THE COVER IN LARGE BLACK NON-WASHABLE INK. THE LETTERING SHALL BE SUCH THAT IT CAN BE READ FROM 10' AWAY. NOTE THAT THIS REQUIREMENT IS IN ADDITION TO THE NEC REQUIREMENTS WHICH REQUIRE THAT THE BOX ITSELF BE MARKED IN RED.

# PLAN NOTES: X 1. NO WORK IN THIS AREA

2. ROUTE WIREMOLD ON BOTTOM OF CONCRETE PAN CEILING AND FEED FROM CEILING AREA AS SHOWN.

3. MOUNT DEVICE ON BOTTOM OF CONCRETE PAN CEILING.

5. ROUTE WIREMOLD ON BOTTOM OF CONCRETE PAN CEILING AND FEED FROM CEILING AS SHOWN. ROUTE WIREMOLD DOWN TO PULL STATION.

6. REPLACE EXISTING FIRE ALARM PULL STATION WITH NEW IN EXISTING LOCATION.

8. CUT DEVICE IN EXISTING GYP. WALL. FEED FROM LAY-IN CEILING.

9. REPLACE EXISTING SMOKE DETECTOR WITH NEW IN EXISTING LOCATION.

11. IN THIS ROOM, INSTALL DEVICES IN EMT.

12. REPLACE EXISTING ELEVATOR SMOKE DETECTOR WITH NEW.

13. REPLACE EXISTING HORN/STROBE OR STROBE WITH NEW SPEAKER/STROBE.

15. SURFACE MOUNT DEVICE ON WALL USING WIREMOLD.

16. ROUTE WIREMOLD IN FACE OF CONCRETE SOFFIT TO FEED DEVICES IN LAY-IN CEILING AREA. ROUTE TO LAY-IN

7. REPLACE EXISTING WALL MOUNTED HORN/STROBE WITH WALL SPEAKER.

18. ROUTE WIREMOLD ON BOTTOM OF CONCRETE PAN CEILING AND STUB INTO CEILING SPACE TO FEED DEVICE. LOCATED IN QUIET STUDY AREA.

4. REPLACE PULL STATION WITH NEW AND INSTALL USING G4000 WIREMOLD SO PULL STATION IS AT 42" AFF TO

27. 7'-0" TALL BOOK SHELVING.

28. 5'-0" TALL BOOK SHELVING.

74. PROVIDE CONTROL MODULE TO CONTROL 120V FIRE DOOR

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

# FIRE ALARM SYMBOLS AND ABBREVIATIONS

S X WALL MOUNTED STOBE NOTIFICATION APPLIANCE, X = CD LEVEL

S X CEILING MOUNTED STOBE NOTIFICATION APPLIANCE, X = CD LEVEL WALL MOUNTED HORN/STOBE NOTIFICATION APPLIANCE, X = CD LEVEL

CEILING MOUNTED HORN/STOBE NOTIFICATION APPLIANCE, X = CD LEVEL

WALL MOUNTED FIRE ALARM SPEAKER

CEILING MOUNTED FIRE ALARM SPEAKER WALL MOUNTED SPEAKER/STOBE NOTIFICATION APPLIANCE, X = CD LEVEL

CEILING MOUNTED SPEAKER/STOBE NOTIFICATION APPLIANCE, X = CD LEVEL

F MANUAL PULL STATION

FACP FIRE ALARM CONTROL PANEL

FAAP FIRE ALARM ANNUNCIATOR PANEL FAPP FIRE ALARM POWER PANEL

FACC FIRE ALARM COMMAND CENTER WITH MICROPHONE

RTS REMOTE TEST SWITCH

H HEAT DETECTOR

S SMOKE DETECTOR

EQUIPMENT CONNECTION (CM) CARBON MONOXIDE DETECTOR

DS DUCT SMOKE DETECTOR

B SPRINKLER BELL

FS SPRINKLER FLOW SWITCH TS SPRINKLER TAMPER SWITCH

ADDRESSABLE MONITOR MODULE

CM CONTROL MODULE (ES) ELEVATOR SMOKE DETECTOR

FL FLOOD DETECTOR

SYSTEM SMOKE DETECTOR WITH SOUNDER BASE

REDUCED db ROOM SOUNDER AUDIO NOTIFICATION APPLIANCE

REMOTE ALARM LIGHT FOR SMOKE DETECTOR

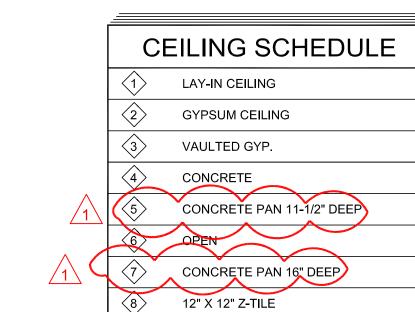
FIRE PUMP OR AHU

120V HOMERUN CIRCUIT EXISTING SURFACE MOUNTED PANEL. SEE PLANS.

PC LEXAN/PLASTIC COVER G GAS DETECTOR

REFERS TO DETAIL SHEET NO. WHERE DETAIL IS LOCATED

AFF ABOVE FINISHED FLOOR



Item 26.

SHEBOYGAN MEAD PUBLIC LIBRARY FIRE ALARM

SHEBOYGAN MEAD PUBLIC LIBRARY 710 N 8TH ST, SHEBOYGAN, WI 53081

Project Number R09511021

Seal/Signature

Issued for **BID DOCUMENTS** 

ISSUE FOR BID

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

Drawn by: CTS

Checked by: DLS

Sheet Title

2ND FLOOR PLAN - NEW

> VERIFY SCALE SEE DRAWINGS

Sheet Number

E1.2E

- REMOVE ALL EXISTING DEVICES AND WIRING AND PROVIDE NEW AS SHOWN. IF NOTES DO NOT INDICATE REUSING THE EXISTING LOCATION, THE EC MUST REMOVE DEVICE, RACEWAY, BOXES, WIRING, AND PATCH EXISTING SURFACES TO MATCH SURROUNDING SURFACES. EC TO PAINT TO MATCH WALL OR CEILING COLOR.
- 2. EVERY EFFORT HAS BEEN MADE TO SHOW EXISTING FIRE ALARM DEVICES, IF AN EXISTING FIRE ALARM DEVICE IS NOT SHOWN ON THE PLANS, THE EC MUST REMOVE DEVICES, RACEWAY, BOXES, WIRING, AND PATCH EXISTING SURFACES TO MATCH SURROUNDING SURFACES. EC TO PAINT TO MATCH WALL OR CEILING COLOR. IF DEVICE IS FLUSH MOUNTED REMOVE ALL WIRING AND EXPOSED RACEWAY. PROVIDE DECORATIVE BLANK COVER.
- 3. ALL CEILINGS ARE LAY-IN  $\langle 1 \rangle$  UNLESS OTHERWISE STATED.
- 4. ALL EXISTING SMOKE DETECTORS ARE TO BE REMOVED AND PROVIDED NEW IN SAME LOCATION UNLESS OTHERWISE STATED.
- 5. THIS FACILITY IS PARTIALLY SPRINKLERED. THE 3RD FLOOR IS THE ONLY FLOOR THAT IS SPRINKLERED. ELEVATOR ROOMS ARE NOT SPRINKLERED.
- PLAN NOTES:(X) 2. REMOVE EXISTING DEVICE, WIRING, BOX, AND CONDUIT.
- 3. REMOVE EXISTING DEVICE AND WIRING. PROVIDE BLANK PLATE.
- 5. REPLACE EXISTING SMOKE DETECTOR WITH NEW IN EXISTING LOCATION.
- 7. REPLACE EXISTING ELEVATOR SMOKE DETECTOR WITH NEW.
- 10. EXISTING IN-WALL AMP TO REMAIN. PROVIDE CONTROL MODULE TO TURN OFF SPEAKERS WHEN FIRE ALARM IS
- 11. REPLACE EXISTING DUCT DETECTOR WITH NEW IN EXISTING LOCATION. SUPPLY & RETURN LOCATED ABOVE

SHEBOYGAN MEAD PUBLIC LIBRARY FIRE ALARM

MEAD PUBLIC

710 N 8TH ST,

Project Number

Seal/Signature

Issued for

ISSUE FOR BID

**BID DOCUMENTS** 

1 ADDENDUM #1 05/13/2022

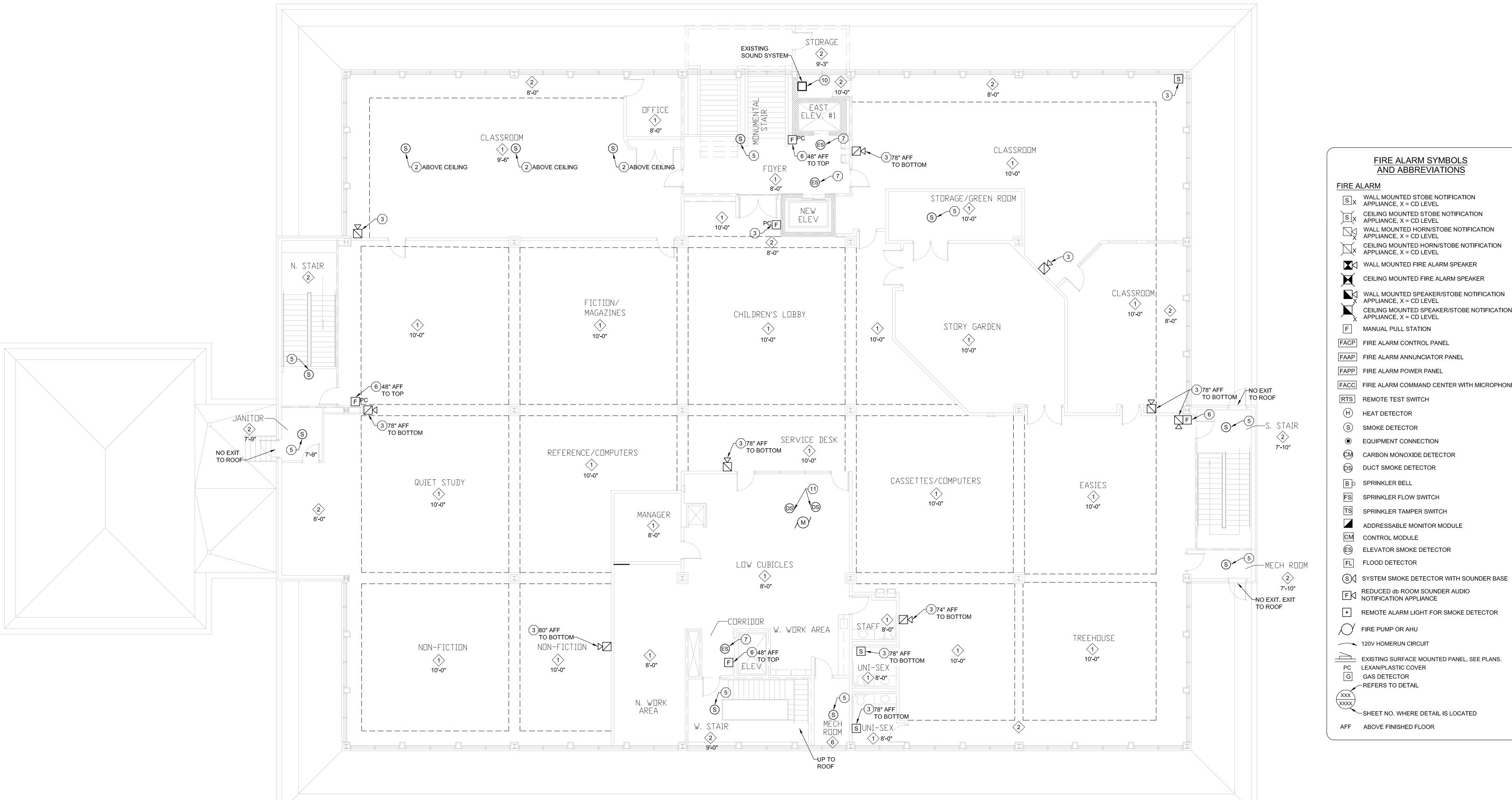
SHEBOYGAN, WI

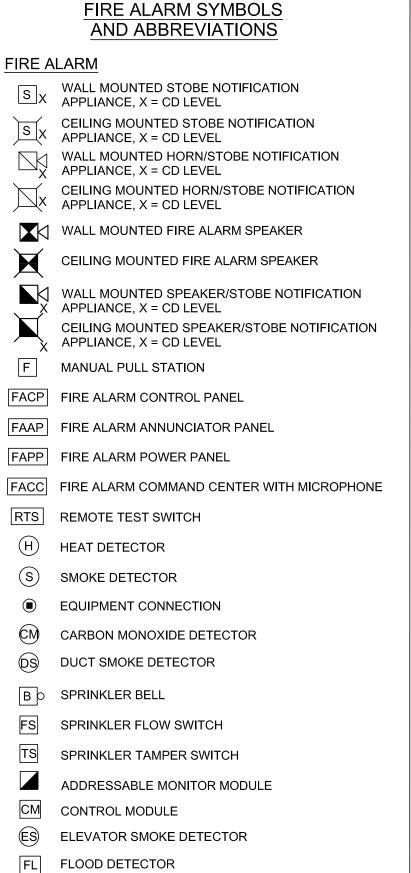
R09511021

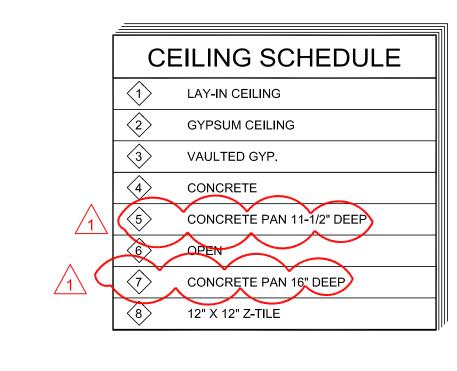
LIBRARY

53081

Item 26.







Drawn by: CTS

Checked by: DLS

Sheet Title

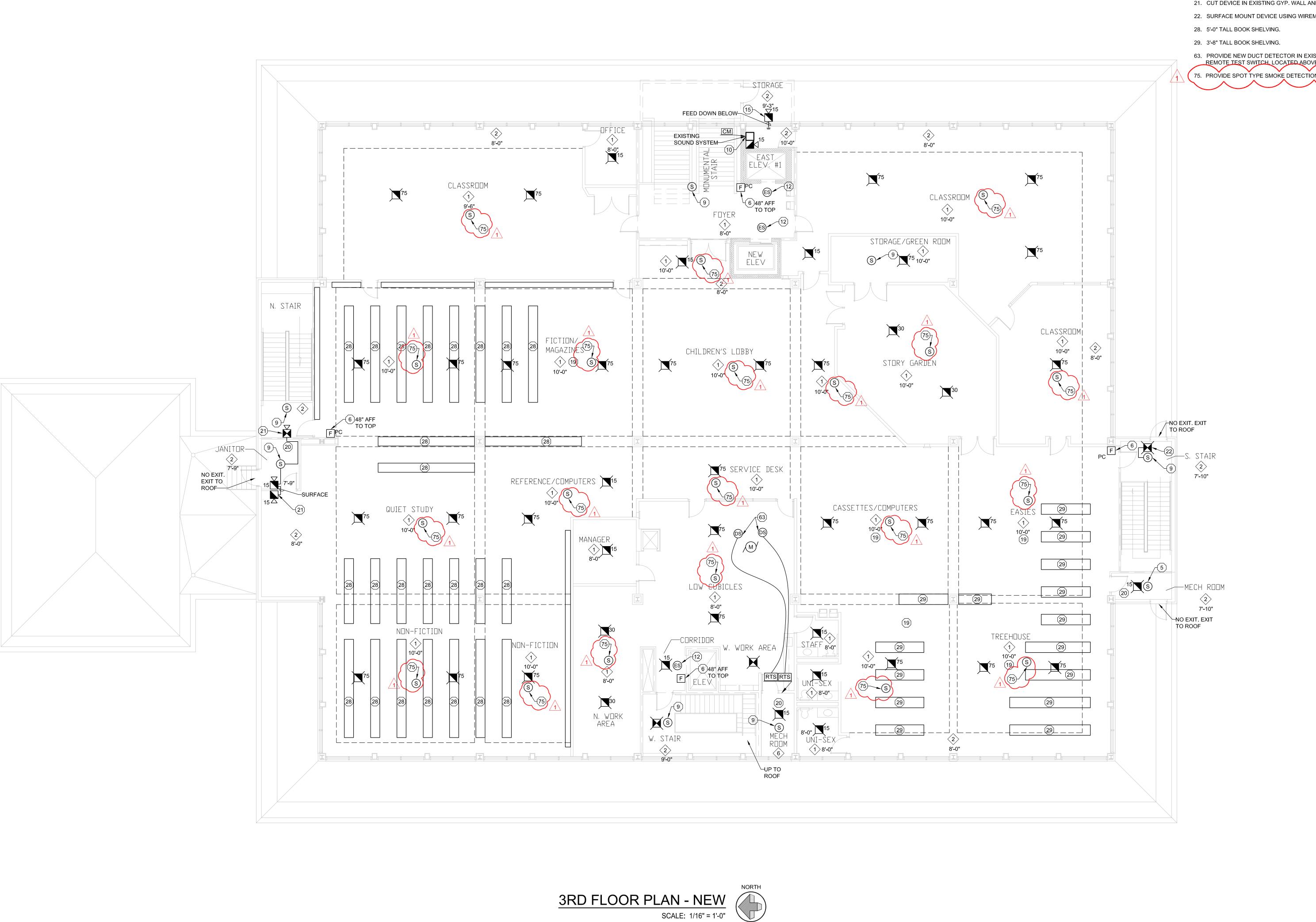
3RD FLOOR PLAN -DEMO

> VERIFY SCALE SEE DRAWINGS

Sheet Number

E1.3D

3RD FLOOR PLAN - DEMO



GENERAL NOTES:

1. ALL CEILINGS ARE LAY-IN 1 UNLESS OTHERWISE STATED.

2. PROVIDE ELEVATOR SMOKE DETECTOR INSTALLATION PER DETAIL  $\frac{3}{(E3.0)}$ 

3. FOR DUCT SMOKE DETECTOR AND REMOTE TEST PROVIDE AS SHOWN PER DETAIL  $\frac{4}{150}$ 

4. SEE DETAIL  $\underbrace{\frac{1}{E3.0}}$  FOR INSTALLATION DETAILS.

5. THIS FACILITY IS PARTIALLY SPRINKLERED. THE 3RD FLOOR IS THE ONLY FLOOR THAT IS SPRINKLERED. ELEVATOR ROOMS ARE NOT SPRINKLERED.

6. ALL FIRE ALARM PULL, JUNCTION BOXES, AND THEIR COVERS SHALL BE PAINTED RED AND HAVE "FIRE ALARM" WRITTEN ON THE COVER IN LARGE BLACK NON-WASHABLE INK. THE LETTERING SHALL BE SUCH THAT IT CAN BE READ FROM 10' AWAY. NOTE THAT THIS REQUIREMENT IS IN ADDITION TO THE NEC REQUIREMENTS WHICH REQUIRE THAT THE BOX ITSELF BE MARKED IN RED.

# PLAN NOTES: X 6. REPLACE EXISTING FIRE ALARM PULL STATION WITH NEW IN EXISTING LOCATION.

9, REPLACE EXISTING SMOKE DETECTOR WITH NEW IN EXISTING LOCATION.

10. EXISTING IN-WALL AMP TO REMAIN. PROVIDE CONTROL MODULE TO TURN OFF SPEAKERS WHEN FIRE ALARM IS ACTIVATED.

12. REPLACE EXISTING ELEVATOR SMOKE DETECTOR WITH NEW.

19. STACK AREA WITH 5'-1" TALL BOOK SHELVES.

20. USE EMT TO INSTALL DEVICES IN THIS ROOM.

21. CUT DEVICE IN EXISTING GYP. WALL AND FEED AS SHOWN.

22. SURFACE MOUNT DEVICE USING WIREMOLD. FEED FROM EXISTING DEVICE AS SHOWN.

63. PROVIDE NEW DUCT DETECTOR IN EXISTING DUCT DETECTOR LOCATION, SEE DETAIL (E3.0). PROVIDE REMOTE TEST SWITCH, LOCATED ABOVE CEILING. 75. PROVIDE SPOT TYPE SMOKE DETECTION UNDER ALTERNATE BID E-1.

> FIRE ALARM SYMBOLS AND ABBREVIATIONS

S X WALL MOUNTED STOBE NOTIFICATION APPLIANCE, X = CD LEVEL

S X CEILING MOUNTED STOBE NOTIFICATION APPLIANCE, X = CD LEVEL

WALL MOUNTED HORN/STOBE NOTIFICATION APPLIANCE, X = CD LEVEL CEILING MOUNTED HORN/STOBE NOTIFICATION APPLIANCE, X = CD LEVEL

WALL MOUNTED FIRE ALARM SPEAKER

CEILING MOUNTED FIRE ALARM SPEAKER

WALL MOUNTED SPEAKER/STOBE NOTIFICATION APPLIANCE, X = CD LEVEL CEILING MOUNTED SPEAKER/STOBE NOTIFICATION APPLIANCE, X = CD LEVEL

F MANUAL PULL STATION

FACP FIRE ALARM CONTROL PANEL FAAP FIRE ALARM ANNUNCIATOR PANEL

FAPP FIRE ALARM POWER PANEL

FACC FIRE ALARM COMMAND CENTER WITH MICROPHONE

RTS REMOTE TEST SWITCH

H HEAT DETECTOR

S SMOKE DETECTOR

EQUIPMENT CONNECTION

M CARBON MONOXIDE DETECTOR DS DUCT SMOKE DETECTOR

B SPRINKLER BELL

FS SPRINKLER FLOW SWITCH

TS SPRINKLER TAMPER SWITCH ADDRESSABLE MONITOR MODULE

CM CONTROL MODULE

(ES) ELEVATOR SMOKE DETECTOR FL FLOOD DETECTOR

SYSTEM SMOKE DETECTOR WITH SOUNDER BASE

REDUCED db ROOM SOUNDER AUDIO NOTIFICATION APPLIANCE

REMOTE ALARM LIGHT FOR SMOKE DETECTOR

FIRE PUMP OR AHU

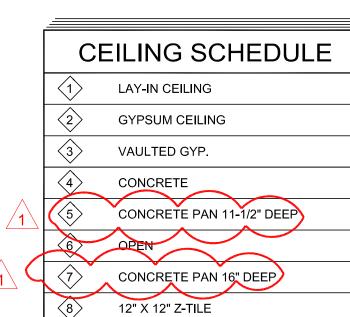
120V HOMERUN CIRCUIT

EXISTING SURFACE MOUNTED PANEL. SEE PLANS. PC LEXAN/PLASTIC COVER G GAS DETECTOR

REFERS TO DETAIL

SHEET NO. WHERE DETAIL IS LOCATED

AFF ABOVE FINISHED FLOOR



Item 26.

SHEBOYGAN MEAD PUBLIC LIBRARY FIRE ALARM

SHEBOYGAN MEAD PUBLIC LIBRARY 710 N 8TH ST, SHEBOYGAN, WI 53081

Project Number R09511021

Seal/Signature

Issued for BID DOCUMENTS

ISSUE FOR BID

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

Drawn by: CTS

Checked by: DLS

3RD FLOOR PLAN - NEW

Sheet Title

VERIFY SCALE SEE DRAWINGS

Sheet Number

E1.3E





Date	Quote #
8/1/2022	10302

Name / Address

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

Customer Fax

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

Item 27.



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

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

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

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

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

LHPS

		of the	of S	Sheboygan,	Resolution Wisconsin,			by the day of
Dated _			 	20		 	City	Clerk
Approve	ed			20			,	Mayor



1.888.81 Item 27. 100 QBE Way, Suite 1223 Sun Prairie, WI 53590 aximgeo.com

June 9, 2022

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

Dear Cal,

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

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

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

Sincerely,

Michael J. Chenevey

Mchy/Chin

**Account Executive** 

Axim Geospatial

100 QBE Way, Suite 1225 | Sun Prairie, WI 53590

p: (205) 725-5844 | c: (530) 514-4599 | e: mike.chenevey@aximgeo.com

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# I. GIS Support Blocks

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

### How do GIS Support Blocks work?

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

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



# II. Pricing & Acceptance

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

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

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

# **City of Sheboygan**

Support Block Amount (Not to Exceed):		<u>Ş</u>	10,000		
Signature:					
Name:					
Title:					
Date:					

### **Quotation Terms and Conditions**

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

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



### Standard Terms and Conditions

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

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

#### 1. GENERAL PROVISIONS.

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

### 2. SCOPE OF SERVICES.

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

### 3. WORK PERFORMANCE.

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

### 4. TAXES.

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

### 5. CHANGES.

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

### 6. INVOICE AND PAYMENT.

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

### 7. CANCELLATION.

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

### 8. ASSIGNMENT.

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

### 9. INDEMNITY.

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

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

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

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



### 10. WARRANTY.

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

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

### 11. LIMITATION OF LIABILITY.

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

### 12. FORCE MAJEURE.

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

### 13. SERVERABILITY.

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

### 14. GENERAL SERVICES ADMINISTRATION SCHEDULE.

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

### 15. GOVERNING LAW.

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

### 16. DISPUTE RESOLUTION.

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

# 17. OTHER.

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

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

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

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

### 18. COMPLETE AGREEMENT.

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

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

(City of Sheboygan – Village of Kohler)

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

### WITNESSETH:

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

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

- 1. Scope of Services & Standard of Care. The City of Sheboygan Fire and Rescue Department shall provide automatic mutual aid to the Village of Kohler Fire Department for any mass casualty event occurring at 3400 Union Avenue, Kohler, WI, ("Property") whereupon Aurora Medical Center-Sheboygan County, is located ("Services"). "Mass casualty event" shall mean any incident resulting from an act of violence that overwhelms the Kohler Fire Department's resources. When dispatched to the Property in response to a mass casualty event, the City Fire Chief or his/her designee shall immediately dispatch equipment, personnel, and/or services, to the extent available, and based upon the Chief's professional judgment to the incident scene.
- 2. <u>Jurisdiction Over Personnel & Equipment.</u> City personnel dispatched pursuant to this Agreement shall remain employees of the City but shall report for direction and assignment at the incident scene to the Village Fire Chief or his/her designee.
- 3. <u>Term & Termination</u>. The effective date and term of this Agreement shall commence upon the date the last party executes this Agreement and shall continue in full force and effect for ten (10) years. Thereafter, this Agreement shall automatically renew for successive five (5) year terms unless terminated by either party. Either party may terminate this agreement by providing the other party at least sixty (60) days' advance written notice. Notice must be given not later than June 1 of any year in order to provide both parties with the opportunity to adjust their respective municipal budgets and staffing for the following year.
- 4. Authority. This Agreement is entered into between the parties pursuant to Wis. Stat. §66.0301.

- 5. <u>Cost for Services</u>. Equipment, personnel, and/or services provided pursuant to this Agreement shall be at no charge to the Village. However, any expenses recoverable from third parties shall be equitably distributed with the City. Nothing herein shall operate to bar any recovery of funds from any state or federal agency under any existing statutes. Further, each party shall have the right to directly charge and bill any person, or such person's insurance carrier, for EMS services provided to them on a mutual aid scene or in conveyance to a medical facility therefrom.
- 6. <u>Liability for Certain Damages</u>. Neither party shall be liable to the other for any failure to perform its obligations where such failure results from causes beyond such party's reasonable control. Nor shall either party be liable to the other for any incidental, consequential, indirect, or special damages arising or resulting from any delay, omission, or error in the electronic transmission or receipt of any data pursuant to this Agreement.
- 7. <u>Insurance</u>. The parties shall maintain at their sole and exclusive expense, insurance coverage, including comprehensive liability, personal injury, property damage, workers' compensation, and if applicable, emergency medical service professional liability, with minimum limits of \$1,000,000 auto and \$2,000,000 combined single limit general liability and professional liability. No party hereto shall have any obligation to provide or extend insurance coverage for any of the items enumerated herein to any other party or its personnel.
- 8. Hold Harmless & Indemnification. Each party shall defend, hold harmless, and indemnify the other party against any and all claims, liabilities, damages, judgments, causes of action, costs, loss, and expense including reasonable attorneys' fees imposed upon or incurred by the other party arising from or related to the negligent or intentionally tortuous acts or omissions of the indemnifying party's officers, employees, or agents in performing the obligations and services pursuant to the Agreement. Each party shall promptly notify the other of any claim arising under this provision, and each party shall fully cooperate with the other in the investigation, resolution and defense of such claim. This Agreement does not waive any governmental or sovereign immunity. All parties retain all applicable governmental immunities, defenses, and statutory limitations available, including Wis. Stat. §§ 893.80; 895.52 and 345.05.
- 9. <u>Severability</u>. If any provision of this Agreement is determined to be void and unenforceable for any reason, the remaining provisions shall remain in full force and effect unless the removal of the severed provision would substantially impair the ability of either party to perform the essential purpose of this Agreement.

10. Notices. Any notice, demand, or statement required or permitted to be given under this Agreement shall be in writing and be deemed to have been properly given or served if 1) personally delivered to the other party; 2) deposited in the United States mail, postage prepaid, and addressed to the address set forth below: If to the Village: Village of Kohler Attn: Laurie Lindow, Village Clerk 319 Highland Drive Kohler, WI 53044 With a copy to: Attorney Michael J. Bauer HOPP NEUMANN HUMKE LLP 2124 Kohler Memorial Drive, Suite 310 Sheboygan, WI 53081 If to the City: City of Sheboygan Attn: Meredith De Bruin, City Clerk 828 Center Avenue Sheboygan, WI 53081 With a copy to: Attorney Charles Adams City Attorney's Office CITY OF SHEBOYGAN 828 Center Avenue Sheboygan, WI 53081 CITY OF SHEBOYGAN By: \_\_\_\_\_ Date Signed: Date Signed: VILLAGE OF KOHLER

By: \_\_\_\_\_

Date Signed:

Date Signed:



Res. No.  $\frac{50-22-23}{}$ . By Alderpersons Felde and Ackley. August 15, 2022.

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

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

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

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

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

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



response to mass casualty event Aurora Medical Center-Sheboygan agreement which is attached her	County, i	n form substa	antially s		
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I HEREBY CERTIFY that the Common Council of the City of S	heboygan,				
Dated	20			_, City Clerk	Ξ
Approved	20			, Mayor	î

Item 29.



R. C. No. 73 - 22 - 23. By PUBLIC WORKS COMMITTEE. August 15, 2022.

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

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and a	I HEREBY dopted by	y the C	ommon	Council	of	the	City	of	Sheboy	1. <del>7. 3</del> . 3	-	
Dated				20						 _, City	Cler	·k
Appro	ved			20							Mayo	r



#### DIRECT REFERRAL TO PUBLIC WORKS COMMITTEE

Res. No. 51 - 22 - 23. By Alderpersons Dekker and Perrella. August 9, 2022.

A RESOLUTION authorizing the appropriate City Officials to enter into a contract with SmithGroup Inc. for the study and design of Harbor Centre Marina Upgrades in a two-phased approach wherein phase 1 includes analyzing existing conditions and phase 2 includes designing a new dock system and break water/harbor improvements as identified in the scope of services provided August 2, 2022.

WHEREAS, the City owns waterfront property along Lake Michigan where the Harbor Centre Marina is located; and

WHEREAS, areas of the Marina dock have suffered damage by high water, waves, and icy conditions and have generally degraded due to age; and

WHEREAS, the City desires to improve the Marina to better protect it from future weather and ice events; and

WHEREAS, SmithGroup Inc. possesses the requisite experience and expertise in marina redevelopment to provide analytical and design services to develop a plan for improving the Marina.

NOW, THEREFORE, BE IT RESOLVED: That the Director of Public Works is hereby authorized to enter into a contract with SmithGroup Inc. for the study and design of Harbor Centre Marina upgrades.

BE IT FURTHER RESOLVED: That the Director of Public Works is hereby authorized to draw funds not to exceed \$79,300.00 from Acct. No. 400300-631200 (Capital Project Public Works - Building Improvements) as designated by the City Administrator and Finance Director.

Item 29.

	r's	FURTHER designee	is	appoi	nted	as th	e Ci	ty's	Autho	rized			
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# AGREEMENT BETWEEN THE CITY OF SHEBOYGAN, WISCONSIN AND SMITHGROUP, INC.

# FOR SHEBOYGAN HARBOR CENTRE MARINA DOCK REPLACEMENT DESIGN SERVICES

	Agreement ("Agreement") is made and entered into effective this day of, (the "Effective Date"), by and between the City of
Sheboygan (t	he "City"), a municipal corporation, and SmithGroup, Inc. ("Consultant").
	WITNESSETH:
WHEREAS,	the City owns waterfront property along Lake Michigan where the Harbor Centre Marina is located; and
WHEREAS,	the City desires to repair damage and to improve the marina for future use; and
WHEREAS,	Consultant has extensive experience and knowledge in marina redevelopment 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

Consultant shall provide the services identified in the Scope of Services, which is attached to this Agreement as Attachment A (the "Services"). 1

#### Article 2. Standard of Care

Consultant shall be responsible for completion of the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances ("Standard of Care"). The City designated project manager, identified in Article 3 of this Agreement, shall be the sole judge of the adequacy of Consultant's work in meeting the Standard of Care; however, the City shall not unreasonably withhold its approval as to the adequacy of Consultant's performance. Upon notice to Consultant and by mutual agreement between the parties, Consultant will, without additional compensation, correct or replace any and all Services not meeting the Standard of Care.

<sup>&</sup>lt;sup>1</sup> To the extent the Attachments conflict with the terms of this Agreement, the terms of this Agreement shall govern.

#### Article 3. The City's Project Manager

The Director of Public Works shall designate an appropriate project manager for purposes of this Agreement. The project manager shall have the authority to transmit instructions, receive information, and render decisions relative to the Agreement on behalf of the City.

#### Article 4. Compensation

The City shall pay Consultant for all fees and expenses related to the Services an amount not to exceed \$79,300 ("Contract Amount").

Consultant shall submit an invoice to the City on a monthly basis, based on the percentage of the Services described in Article 1 completed. Consultant shall provide sufficient information for the City to evaluate the percent of the Services completed. Invoices shall be sent via first class mail postage prepaid or via email and shall include a progress report documenting the extent of completed services. Invoices shall be sent to:

David Biebel City of Sheboygan 2026 New Jersey Ave. Sheboygan, Wisconsin 53081 david.biebel@sheboyganwi.gov

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.

Payment will be remitted to Consultant within sixty (60) days of receipt of invoice. Payment shall not be construed as acceptance of unsatisfactory or defective services. The City may withhold payment of an invoice due to unsatisfactory or defective services.

The submission of any request for payment shall be deemed a waiver and release by Consultant 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. Schedule

As set forth in Attachment A, the Parties anticipate Consultant's services being conducted in phases, with the first phase commencing no later than four weeks after written Notice to Proceed is provided to Consultant by the City's project manager. Consultant shall complete the Services in accordance with the Schedule identified in Attachment A or within such extra time as may have been allowed by

a mutually agreed extension. Consultant's services are completed when the City's project manager notifies Consultant in writing that the services are complete and are acceptable.

The Parties agree that no charges or claims for damages shall be made by Consultant 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 Consultant 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 7. Open Records

- a. Both parties understand that the City is bound by the Wisconsin Public Records Law and, as such, this contract is subject to that law. Consultant acknowledges that it is obligated to assist the 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 Consultant 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.
- b. Consultant shall maintain proper accounting records for the Services performed pursuant to this Agreement, and shall provide an accounting for all charges and expenditures as may be necessary for audit purposes. All such records shall be subject to inspection and examination by City representatives during reasonable business hours.

#### **Article 8. Termination**

The City may terminate or suspend performance of this Agreement at the City's prerogative at any time upon thirty (30) calendar days written notice to Consultant. The City's Project Manager shall have the authority to provide this written notice. Consultant shall terminate or suspend performance of the Services on a schedule acceptable to the City and the City shall pay Consultant for all the Services performed up to the date that written notice is received, plus reasonable termination or suspension expenses. If the performance is restarted, an equitable adjustment shall be made to Consultant's compensation and the schedule of services.

In the event of a party's substantial failure to perform in accordance with the terms of this Agreement, the other party shall have the right to terminate the Agreement upon written notice. The nonperforming party shall have ten (10) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party.

#### Article 9. Ownership of Documents and Intellectual Property

All documents, drawings, and specifications, including digital format files, prepared by Consultant and furnished to the City as part of the Services shall become the property of the City. Consultant shall retain its ownership rights in its databases, computer software, and other proprietary property. Intellectual property developed or utilized in the performance of the Services shall remain the property of Consultant.

Consultant shall have the right to include photographic or artistic representations of the design of the Project among the Consultant's promotional and professional materials. The Consultant shall be given reasonable access to the completed Project to make such representations. However, Consultant's materials shall not include the City's confidential or proprietary information if the City has advised the Consultant in writing of the specific information considered by the City to be confidential or proprietary. The City shall provide professional credit for the Consultant in the City's promotional materials for the project.

#### Article 10. Identity of Consultant

Consultant acknowledges that one of the primary reasons for its selection by the City to perform the Services is the qualifications and experience of Consultant. Consultant thus agrees that the Services to be performed pursuant to this Agreement shall be performed by Consultant. Consultant shall not subcontract any part of the Services without the prior written permission of the City. The City's Project Manager shall have the ability to provide this written permission. The City reserves the right to reject any of Consultant'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 11. Independent Contractor Status

During the entire term of this Agreement, Consultant 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. Consultant 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 12. Indemnification**

Consultant hereby agrees to indemnify, defend, and hold harmless the City, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys' fees, costs, and expenses of whatsoever kind or nature in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of but only to the extent attributable to any negligent act, or omission, or fault, whether active or passive, of Consultant or of anyone acting under its direction or control or on its behalf, even if liability is also sought to be imposed on the City, its elected and appointed officials, officers, employees, agents, representatives and volunteers. The obligation to indemnify, defend and hold harmless the City, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, shall be applicable unless liability results from the sole negligence of the City, its appointed officials, officers, employees, agents, representatives and volunteers. Consultant shall reimburse the City, its elected and appointed officials, officers, employees, agent or authorized representatives or volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. For the avoidance of confusion, the Consultant's duty to defend will be no broader than its duty to indemnify.

In the event that Consultant employs other persons, firms, corporations or entities (collectively Subcontractor) as part of performing its obligations under this Agreement, it shall be Consultant's responsibility to require and confirm that each Subcontractor enters into an Indemnity Agreement in favor of the City, its elected and appointed officials, officers, employees, agents, representatives and volunteers, which is identical to this Indemnity Agreement.

This indemnity provision shall survive the termination or expiration of this Agreement.

#### Article 13. Insurance

Consultant shall not commence work under this Agreement until it has obtained all insurance required under this Article. Additionally, Consultant 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, Consultant shall maintain the following insurance in full force and effect, and shall provide proof of insurance to the City's designated Project Manager listing the City of Sheboygan as an additional insured:

- a. Commercial General Liability Insurance Consultant shall acquire and maintain, for the duration of the Agreement, Commercial General Liability Insurance of at least \$1,000,000 per occurrence and \$3,000,000 in the aggregate.
- b. Automobile Liability Insurance Consultant shall acquire and maintain, for the duration of the Agreement, Automobile Liability Insurance of at least \$1,000,000.
- c. Workers' Compensation Insurance Consultant 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, Consultant shall require any contractor to similarly provide Workers' Compensation Insurance in accordance with all statutory requirements.
- d. Umbrella Liability Insurance Consultant shall acquire and maintain, for the duration of the Agreement, Umbrella Liability Insurance of at least \$10,000,000 per occurrence.
- e. Professional Errors and Omissions Insurance Consultant shall acquire and maintain, for the duration of the Agreement, Professional Errors and Omissions Insurance of at least \$1,000,000 per claim, with a deductible of no more than \$100,000. If such policy is a "claims made" policy, all renewals thereof during the life of this Agreement shall include "prior acts coverage" covering at all times all claims made with respect to Consultant's work performed under the Agreement. This Professional Liability coverage must be kept in force for a period of six (6) years after the services have been accepted by the City.

All insurance must be primary and non-contributory to any insurance or self-insurance carried by the City.

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. Sheboygan, Wisconsin 53081

The insurance coverage required must be provided by an insurance carrier with the "Best" rating of "A-VII" or better.

Approval of the insurance by the City shall not relieve or decrease the extent to which Consultant may be held responsible for payment of damages resulting from Consultant's provision of the Services or its operations under this Agreement. If Consultant 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 14. Conflict of Interest**

Consultant 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. Consultant agrees that no person having any such interest shall be employed in the performance of this Agreement.

#### Article 15. 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 16. 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 to be held 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 17. Assignment

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

#### **Article 18. Third Party Rights**

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

#### Article 19. 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 20. Non-Discrimination

In connection with the performance of work under this Agreement, Consultant 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. Consultant further agrees to take affirmative action to ensure equal employment opportunities.

#### Article 21. Compliance with Laws

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

The City reserves the right to cancel this Agreement if Consultant fails to follow the requirements of Wis. Stat. 77.66 and related statutes regarding certification for collection of sales and use tax.

Consultant affirms that it is not presently listed on any debarment list or similar list prohibiting it from contracting with a governmental entity of any kind. In the event that Consultant shall become listed on any debarment list or similar list, the City may terminate this Agreement.

Consultant 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 22. Notices**

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

#### City: Consultant:

City Clerk	Robert Wright
City of Sheboygan	SmithGroup, Inc.
828 Center Ave.	44 E. Mifflin St., Suite 500
Sheboygan, Wisconsin 53083	Madison, Wisconsin 53703

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

#### Article 23. Intent to be Bound

The City and Consultant 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 24. 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.

In the event the Consultant believes the time for completion of the Services in this Agreement should be extended under this Article, Consultant shall provide written notice to the City as soon as possible, but not later than seven (7) calendar days after such an event. The notice shall include any justification for an extension of time and shall identify the extension the Consultant believes is necessary as a result of the force majeure event.

#### Article 25. Integration and Modification

This Agreement, including all Exhibits and Attachments incorporated by reference, represents the entire and integrated agreement between the City and the Consultant. It supersedes all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified only by a written amendment signed by both parties hereto.

#### **Article 26. Non-Collusion**

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

- a. The prices in its quote 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.
- b. No attempt was made to induce any other person, partnership, or corporation to submit or not submit a quote to the City for these Services for the purpose of restricting competition.

#### **Article 27. Other Provisions**

a. 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. Release of broadcast e-mails pertaining to this procurement shall not be made without prior written authorization of the City.

- b. 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.
- c. 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.

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

CITY OF SHEBOYGAN, WISCONSIN	CONSULTANT	
BY:	BY:	
DATE:	DATE:	
Authorized by Res	. No	

ATTACHMENT A

August 2, 2022 (rev1)

David Biebel Director of Public Works (via Email) CITY OF SHEBOYGAN 2026 New Jersey Ave Sheboygan, WI 53081

Re Harbor Centre Marina - Proposal and Scope for Engineering Services

Dear Mr. Biebel.

Per your request, we have summarized the Scope of Services based upon our proposal dated March 29, 2022, for the tasks and pashes that the City wishes to undertake at this time. The format and language are of what we have previously detailed to the City in the above-mentioned Proposal for Tasks 1 & 2 with the detailed Scope. We have already reviewed the City's Standard Form of Agreement and it is understanding that we have come to a mutual agreement to the requested changes.

We look forward to working with the City on this important project.

### SCOPE of SERVICES

The following scope is our understanding of the City's desire for a phased approach to replace damaged dock sections, provide a roadmap for full dock replacement, and provide protection from wave overtopping and icing conditions within the marina basin. The following detailed Scope of Work includes design, permitting, and construction phase support services to help complete the rehabilitation and replacement of marina improvements including the dockage, dock anchorage, electrical improvements for the new dock sections, breakwater improvements to address overtopping and icing concerns, and other elements specifically identified below

SmithGroup proposes to proceed with the project in 2 separate phases: analysis (Phase A), and design of dock improvemen (Phase B.1). Future phases may include the cosatal analysis of the breakwater/harbor improvents (Phase B.2) and the preparation construction documents and permitting (Phase C) and are not included within the following Scope of Services, fee or schedule. The Scope below identifies the work that will be undertaken for the A & B.1 phases.

#### PHASE A - ANALYSIS & ALTERNATIVES

#### TASK 1 PROJECT INITIATION & EXISTING CONDITION INVESTIGATIONS

The goal of the first task is to establish a common understanding of the project history, status, and process for moving forward. SmithGroup has a detailed project background based on our past work at the marina and from working with the city. While we can leverage some of this information and our

staff experience, we still review and collect needed data to help inform the design and permitting of the project.

#### TASK 1.1 BACKGROUND INFORMATION COLLECTION

The SmithGroup Team, through collaboration with the Client and other local and state entities, will collect existing pertinent information related to the site conditions, history, and project area context.

The specific information of interest includes previous studies and reports that address the project site or areas immediately adjacent to the project site, physical data (as available) about the project site including the previous environmental, cadastral and geotechnical information, and any other information known to the Client to be critical to performing the required work.

SmithGroup has some history at the project site already. Known information of interest to be reviewed includes:

- Needed information from the City of Sheboygan:
  - Available geotechnical information
  - Permit for the original marina construction
  - Occupancy numbers by vessel size from the last 10 years
  - Marina as-builts or record drawings
  - Geotechnical reports
  - Site surveys
- Hydraulic Analyses (SmithGroup completed as part of a 2016 initial study of icing in the basin).

Upon review of the existing information, SmithGroup will distill the existing physical site information to update the project base map. This map will be used as a reference throughout the duration of the project. As additional information is collected and generated as a result of the site investigations completed as part of Task 1.2, SmithGroup will continue to update the existing conditions base map.

#### TASK 1.2 SITE INVENTORY & ANALYSIS

The SmithGroup Team will complete pre-design investigations to further define the existing site characteristics. For each investigation noted below, the SmithGroup Team will prepare technical memoranda and/or plan maps to summarize the findings of the work. As specific tasks are completed, these documents will be provided to the Client for review.

#### a. Preliminary Geotechnical Review

The SmithGroup Team will review the existing geotechnical subsurface investigations of the project site. The goal of the geotechnical work will be to (1) more accurately define the strata of material and its characteristic in the lakebed area, (2) characterize sediment within the basin experiencing

deposition (mouth of entrance, north end of "A" dock") and samples outside of the breakwater area to the north. The results of this work will help more thoroughly estimate anticipated construction costs for dock anchorage and the source of sedimentation within the basin.

In addition to the review of existing geotechnical information, SmithGroup will collect up to 5 sediment grab samples from the lakebed in order to provide supplemental data on the characterization of the lakebed. Sieve analysis (to be conducted by a qualified testing company) will be undertaken to determine the potential source of the deposited material within the basin.

#### b. Topographic & Bathymetric Survey

Topographic and Bathymetric contour information is currently available from online sources and will be used as a starting point for the project to help accelerate the design. Updated detailed contour information (one-foot interval) will be required to be surveyed for the detailed design, engineering, and permitting tasks. The current mapping may not accurately depict with reasonable accuracy the elevations of the shoreland connections as they are critical elevations for ADA accessibility. Also, we will need to accurately locate the abutment ends and landside utility connections. To address these limitations, ground surveying will be performed along with the bathymetric survey of the basin for use in future phases described in further detail in other sections of the scope.

The survey will include enough ground shots throughout the project area to create an accurate digital terrain model of the basin.

The information gathered in the field, together with the existing photogrammetric-based data and previous design and constructed survey information on utility placement will be used to prepare a project base map.

#### c. Regulatory Review

SmithGroup and the Client will conduct an information gathering and pre-permit scoping meeting with representatives from the Corps of Engineers and WiDNR. The goal of the regulatory meetings is to establish:

- 1. Jurisdiction and control over property;
- 2. Operations and activities permissible on breakwaters;
- 3. Outline regulatory approval process with anticipated duration for approvals;
- 4. Preferences and precedence to be respected, and;
- 5. The permit process and identify all the permits and the other agencies which would provide comment, input, or approval of the project.

The specific agencies to engage as part of this task will be determined through collaboration with the Client, however, it is anticipated that the pre-permit meeting will

likely include USACE and WiDNR. As the project can be considered two distinct phases (docks and breakwater/in-water work) we anticipate that the docks and breakwaters improvements will be permitted separately. Assuming the dock can be permitted as a replacement that work should fall under a Nationwide permit for USACE and would need to confirm with WiDNR that they have no review required for replacement of the Docks.

#### d. Grant Funding Options Summary

Local, state and federal grant funding programs will be reviewed, and a summary of potentially applicable programs will be generated, such as Boating Infrastructure Grant. The summary will highlight eligibility requirements, define the range of potential funds that may be available from each of the programs, and outline the timeline for grant application and award. A meeting with the Client will be organized to review the matrix, discuss recommended strategies and partnerships that may enhance eligibility, and discuss the next steps.

#### TASK 1 - DELIVERABLES:

- Background Information Collection Summary Memorandum.
- Pre-Design Investigation Summaries (Memorandums and Drawings).
- Regulatory review summary memorandum.
- Grant Funding Options Memorandum.
- Project Concept Base Map.

#### PHASE B.1 - MARINA DOCK REPLACEMENT/ UPGRADE

#### TASK 2 PLAN VERIFICATION & REFINEMENT

The goal of this task is to verify the existing layout, evaluate alternatives, build consensus, and generate a refined and updated plan for the marina rehabilitation that meets your current and future needs. The

specific steps and schedule for the activities noted below will be coordinated with the Client as the project progresses; however, the following offers the recommended process for completing this task.

#### TASK 2.1 STAKEHOLDER INPUT

The Client will solicit input from the marina operator (F3) and users. The group will also review the existing slip number and size.

#### a. Program Verification Review Meeting:

Subsequent to the review session, the Client will compile the feedback and select and prioritize those elements which should be integrated into the development program. Upon completion of the

summary, the SmithGroup team and Client teams will meet via video conference to review any

stakeholder feedback. The group will review the elements desired, identify any changes to the layout to be included in the development of the design concept, and note any outstanding items that may require further investigation and discussion. Specific items to be included as part of this refined design program are likely to include slip sizes and number, on-dock utility services, on-dock amenities such as joint picnic areas, etc.

#### As part of this work, SmithGroup will:

- Work with the City and F3 to identify a target slip mix to address the existing occupancy demands and future growth. Target occupancy and slip mix will be based on occupancy numbers over the last 10 years and local trends related to vessel sizes.
- Review Water level and wave conditions: leverage existing data from previous studies in 2016 and update the analysis as necessary.
- Coordinate with Fire Marshall/Authority having jurisdiction to determine fire protection needs.
- Give a summary of dock types and anchorage appropriate for the marina identifying pros and cons associated and some typical cost per square foot numbers (to include concrete, aluminum, steel truss docks and pile-supported, elastic moorings, and telescoping pile).
- Work with dock manufacturers to understand the best dock system for the ice forces seen in the marina as well as updated mooring systems for the docks, such as a fixed piling system.

#### b. Development of Refined Alternatives

Using the information and knowledge gained through a review of the background information, guidance offered by the additional site investigations and analyses, and stakeholder feedback and Client directives, the SmithGroup team will prepare a maximum of three marina slip mix alternatives. The concept layout will depict up to 2 phasing approaches to replacing the existing slips.

The alternatives will illustrate opportunities for water- based improvements and investigate optional slip layouts, locations, and configurations, including the opinion of probable construction cost.

While the layouts for each alternative will vary, the drawings are anticipated to include:

- Pedestrian and accessible access routes that support the proposed improvements;
- Marina slip mix;
- Dock Utilities; and
- Phased construction opportunities.

Development of the alternatives will occur in an interactive workshop held remotely using SmithGroup's proven virtual charette techniques. At the end of the effort, the alternatives will be

presented to the Client for review and selection.

#### TASK 2.2 PRELIMINARY PLAN

Using drawings, reports, and the feedback received from the City and its stakeholders, the SmithGroup team will develop a refined preliminary plan. The plan will be a high-quality, rendered plan view graphic that illustrates both landside connections and waterbased dock improvements within the project area. As a supplement to the plan, the SmithGroup

team will also create a preliminary concept level Opinion of Probable Construction Costs. Coincident with understanding the anticipated construction costs, the SmithGroup team will also generate a preliminary schedule of construction for the dock improvements. Items to be considered include:

- Identify dredging needs and timing related to dock phasing.
- Identify utility upgrades required to meet existing building code requirements (electrical, potable water, and fire).
- Identify desired boater amenities (e.g. floating picnic/grilling/gathering space).

#### TASK 2.3 PRELIMINARY CONCEPT CLIENT REVIEW MEETING

The SmithGroup team will organize a video conference presentation with the Client. During this meeting,

the group will review the preliminary plan and corresponding Opinion of Probable Construction Costs and schedules. Client comments expressed during the review will be noted and reconciled for a consensus final plan along with any required edits, additional and/or modifications to the permit documents.

#### TASK 2.4 FINAL CONCEPT PLAN

Based on Client feedback, the SmithGroup Team will develop a final Conceptual Plan, updated concept level Opinion of Probable Construction Costs. Upon completion, the SmithGroup team will conduct a final presentation meeting of the plan to Client staff and convey the documents to the Client for use.

#### TASK 2 - DELIVERABLES:

- Preliminary and Final Conceptual Plan.
- Preliminary and Final Opinion of Probable Cost of Concept Plan.
- Preliminary Plan Review Meeting (video conference).
- Final Preliminary Plan Review Meeting (video conference).

### **SCHEDULE**

SmithGroup understands the need for expedience by the City of Sheboygan and see's the following as a tentative schedule that will be further refined in collaboration with the Client and based on local, state, and federal review and approval timeframes.

- a) Project Initiation & Existing Condition Investigations (Tasks 1.1-1.2): 4 weeks after notice to proceed/contract execution.
- b) Marina Dock Replacement/Upgrade Plan Verification and Refinement (Tasks 2.1-2.4):
   12 weeks after Project initiation & Existing Condition Investigations.

### FEE

The following compensation summary provides lump sum fees. Total compensation for the Services identified in the preceding outline is \$79,300.

- a) Project Initiation & Existing Condition Investigations (Tasks 1.1-1.2): \$16,700.
- b) Marina Dock Replacement/Upgrade Plan Verification and Refinement (Tasks 2.1-2.4): \$62,600.

Sincerely,

Robert S. Wright, PE

Principal

SmithGroup, Inc.

Item 30.

R. O. No. 55 - 22 - 23. By CITY CLERK. August 15, 2022.

Submitting a license application (SS Northstar).

City Cleri	le.
CILY CIEL	V

#### CHANGE OF PREMISE

No. Name

6614 SS Northstar

#### Address

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



Item 33.

III

Res. No. 54 - 22 - 23. By Alderpersons Felde and Filicky-Peneski.

August 15, 2022.

A RESOLUTION authorizing the City Administrator to settle the matter of the Department of Workforce Development Equal Rights Division ("ERD") Complaint regarding Abigail H. Hernandez vs. City of Sheboygan, ERD Case No. CR202101990, with terms to be discussed in closed session.

WHEREAS, the rules are being suspended as there have been lengthy negotiations to settle this matter and it is in the best interest of both parties to settle this matter as soon as possible.

NOW, THEREFORE, BE IT RESOLVED: That the City Administrator is hereby authorized to settle ERD Case No. CR202101990, Abigail H. Hernandez vs. City of Sheboygan.

Suspend Adopt.

I HEREBY CERTIFY that of the City o	f Sheboygan, Wiscon		by the day of
Dated	20	, Cit	y Clerk
Approved	20 .		, Mavor