



FINANCE AND PERSONNEL COMMITTEE MEETING AGENDA

November 14, 2022 at 5:00 PM

Council Chambers, 828 Center Avenue, Sheboygan, WI

It is possible that a quorum (or a reverse quorum) of the Sheboygan Common Council or any other City committees/boards/commissions may be in attendance, thus requiring a notice pursuant to State ex rel. Badke v. Greendale Village Board, 173 Wis. 2d 553, 494 N.W.2d 408 (1993).

Persons with disabilities who need accommodations to attend this meeting should contact the Finance Department at 920-459-3311. Persons other than council members who wish to participate remotely shall provide notice to the Finance Department at 920-459-3311 at least 24 hours before the meeting so that the person may be provided a remote link for that purpose.

OPENING OF MEETING

1. Call to Order
2. Roll Call (Alderspersons Mitchell, Filicky-Peneski, Perella, Ackley and Felde may attend remotely)
3. Pledge of Allegiance
4. Introduction of Committee Members and Staff

MINUTES

5. Approval of Minutes - October 10, 2022

ITEMS FOR DISCUSSION AND POSSIBLE ACTION

6. R. O. No. 64-22-23 / September 19, 2022: Submitting a claim from Zeferina Soliz for alleged damages to vehicle when hit by a City garbage truck.
7. Res. No. 85-22-23 / November 7, 2022: A RESOLUTION authorizing submitting a Substantial Amendment to the U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) program for the 2019-2020 Program Year related to CDBG-CV3 funds.
8. DIRECT REFERRAL Res. No. 89-22-23 / November 14, 2022: A RESOLUTION authorizing City officials to execute an Agreement Between the City of Sheboygan, Wisconsin, and Partners for Community Development for Lead Risk Assessment of Homes Receiving Federal Funds for Rehabilitation.

DATE OF NEXT REGULAR MEETING

9. Next Meeting Date - November 28, 2022

ADJOURN

10. 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

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: R.O. No. 64-22-23 submitting a claim from Zeferina Soliz Ramirez for alleged vehicle damage by a City vehicle on S 20st Street.

REPORT PREPARED BY: Margo Wagner, Financial Reporting Analyst

REPORT DATE: November 9, 2022

MEETING DATE: November 14, 2022

FISCAL SUMMARY:

Budget Line Item:	N/A
Budget Summary:	N/A
Budgeted Expenditure:	N/A
Budgeted Revenue:	N/A

STATUTORY REFERENCE:

Wisconsin	N/A
Statutes:	
Municipal Code:	N/A

BACKGROUND / ANALYSIS:

R.O. No. 64-22-23 is a claim from Zeferina Soliz Ramirez for damages to a vehicle after it was struck by a City garbage truck. The claimant's vehicle was parked legally on the road when the damage occurred.

STAFF COMMENTS:

City staff have reviewed the above claim and under authorization of City Administrator Todd Wolf in consultation with the City Attorney and the Finance Department, have approved this claim in the amount of \$5,147.27.

ACTION REQUESTED:

Motion to recommend the Common Council receive and file the following documents:
R.O. No. 64-22-23

ATTACHMENTS:

- I. R.O. No. 64-22-23

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

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

FAP

CITY CLERK

SEP 08 2022

DATE RECEIVED

RECEIVED BY

WKE

Item 6.

CLAIM NO.

13-22

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

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

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

1. Name of Claimant: Zeferina Soliz
2. Home address of Claimant: 2003 Indiana Ave Sheboygan
3. Home phone number: 920-254 6351
4. Business address and phone number of Claimant: _____
5. When did damage or injury occur? (date, time of day) 7/28/2022 8:43am
6. Where did damage or injury occur? (give full description) left side of truck bed and rear of truck, damaging the side of the bed, tail light and tail gate + bumper
7. How did damage or injury occur? (give full description) city garbage truck backed into it while the pickup was parked legally in a parking lane
8. If the basis of liability is alleged to be an act or omission of a City officer or employee, complete the following:
 - (a) Name of such officer or employee, if known: John Burkard
 - (b) Claimant's statement of the basis of such liability: _____
9. If the basis of liability is alleged to be a dangerous condition of public property, complete the following:
 - (a) Public property alleged to be dangerous: _____
 - (b) Claimant's statement of basis for such liability: _____

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

Item 6.

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

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

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

Auto:

\$ 5,825.63

Property:

\$ _____

Personal injury:

\$ _____

Other: (Specify below

\$ _____

TOTAL

\$ 5,825.63

Damaged vehicle (if applicable)

Make:

Ford

Model:

F150

Year:

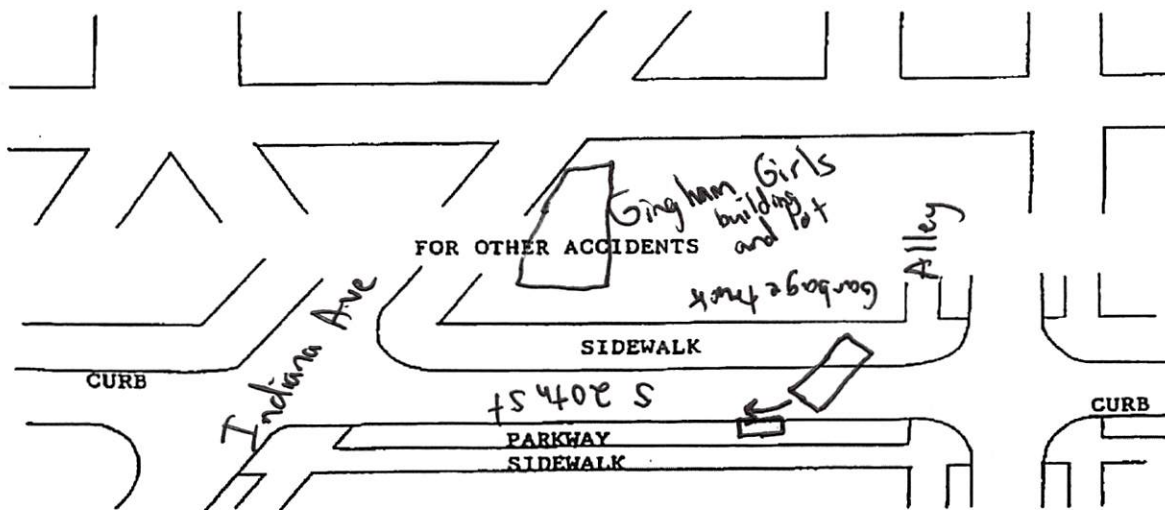
2001

Mileage:

Names and addresses of witnesses, doctors and hospitals: _____

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

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



SIGNATURE OF CLAIMANT

Zeferina Salis

Truck =

DATE

9-7-2022

DATE RECEIVED _____

RECEIVED BY _____

Item 6.

CLAIM NO. _____

CLAIM

Claimant's Name: Zeferina Soliz

Auto \$ 5825.63

Claimant's Address: 2003 Indiana Ave

Property \$ _____

Claimant's Phone No. 920 254 6351

Personal Injury \$ _____

Other (Specify below) \$ _____

TOTAL \$ 5825.63

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

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

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

SIGNED

Zeferina Soliz Ramirez

DATE: 9-7-2022

ADDRESS:

2003 Indiana Ave Sheboygan WI 53081

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

CITY OF SHEBOYGAN
828 CENTER AVENUE

PAYMENT SUMMARY R

DATE: 08/22/22 CUSTOMER#:

TIME: 17:00:06

CLERK: pdmjc310

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

Misc Cash Receipts

-----TOTALS-----

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

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

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



VAN HORN COLLISION CENTER OF SHEBOYGAN

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

Workfile ID: 01b4b56d
PartsShare: 6W2bMp
Federal ID: 46-4704899

Item 6.

Preliminary Estimate

Customer: geronimo, ZESERINA

Job Number:

Written By: RENE LANGLOIS

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

Policy #:
Date of Loss:

Claim #:
Days to Repair: 0

Owner:
geronimo, ZESERINA

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

Insurance Company:
CITY OF SHEBOYGAN

VEHICLE

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

VIN: 1FTRX17W51NA30697
License: PX6054
State: WI

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

Mileage In:
Mileage Out:
Condition:
Job #:

TRANSMISSION

Overdrive
5 Speed Transmission

POWER

Power Steering
Power Brakes
Power Windows
Power Locks
Power Mirrors

DECOR

Dual Mirrors

Privacy Glass

Overhead Console

CONVENIENCE

Air Conditioning
Intermittent Wipers
Tilt Wheel

Cruise Control

Keyless Entry

RADIO

AM Radio

FM Radio

Stereo

Search/Seek

CD Player

Cassette

SAFETY

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

4 Wheel Disc Brakes

SEATS

Cloth Seats
Reclining/Lounge Seats

WHEELS

Aluminum/Alloy Wheels

PAINT

Clear Coat Paint

TRUCK

Rear Step Bumper

Preliminary Estimate

Item 6.

Customer: geronimo, ZESERINA

Job Number:

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

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

Customer: geronimo, ZESERINA

Job Number:

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

ESTIMATE TOTALS

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

MyPriceLink Estimate ID / Quote ID:

992432371045244928 / 110789218

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

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

INVOICE

ESTIMATE CHARGE

DATE PAID: 8-25-22

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

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

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

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



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

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

*** PRELIMINARY ESTIMATE ***

08/25/2022 02:40 PM

Owner

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

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

Inspection

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

Inspection Type:
Secondary Impact:

Contact: James Miller

Repairer

Repairer: Georgia Ave Body Shop
Address: 1819 Georgia ave

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

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

Target Complete Date/Time:

Days To Repair: 11

Vehicle

OEM Part Price Quote ID: ****

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

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

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

Options - AudaVIN Information Received

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

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

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

Tinted Glass

Velour/Cloth Seats

AudaVIN options are listed in bold-italic fonts

Damages

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

27 Items

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

Estimate Total & Entries

OEM Parts		\$342.97	
Other Parts		\$1,938.75	
Paint & Materials	18.7 Hours @ \$46.00	\$860.20	
Parts & Material Total			\$3,141.92
Tax on Parts & Material	@ 5.500%		\$172.81
Labor	Rate	Replace Hrs	Repair Hrs
			Total Hrs
Sheet Metal (SM)	\$65.00	9.8	5.5
Mech/Elec (ME)	\$90.00		1.0
Frame (FR)	\$80.00		1.0
Refinish (RF)	\$65.00	18.7	
			18.7
			\$1,215.50
Labor Total			36.0 Hours
Tax on Labor	@ 5.500%		\$130.90
Gross Total			\$5,825.63
Net Total			\$5,825.63

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

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

State Disclosure:WI

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

Op Codes

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

P = Check

AA = Appearance Allowance

RP = Related Prior Damage



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CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Res. No. 85-22-23 by Alderperson Mitchell and Filicky-Peneski authorizing submitting a Substantial Amendment to the U.S. Department of Housing and Urban Development for the 2019-2020 Program Year related to CDBG-CV3 funds.

REPORT PREPARED BY: Chad Pelishek, Director of Planning and Development

REPORT DATE: November 10, 2022

MEETING DATE: November 14, 2022

FISCAL SUMMARY:

Budget Line Item:
 Budget Summary: N/A
 Budgeted Expenditure: N/A
 Budgeted Revenue: N/A

STATUTORY REFERENCE:

Wisconsin N/A
 Statutes:
 Municipal Code: N/A

BACKGROUND / ANALYSIS:

The City of Sheboygan has received two allocations of the CARES Act funding. Community Development Block Grant (CDBG)-CV1 for \$539,956 and \$230,211 in CDBG-CV3. All of the CV1 funds have been spend. According to HUD the remaining amount of CDBG-CV3 is \$199,235.37.

The CDBG-CV3 were originally dedicated to Lakeshore CAP to be used for mortgage and utility assistance program to assist low to moderate income city residents with help during the pandemic. A lot of the community outreach was performed and utilization of the program was very low. Therefore, Lakeshore CAP has returned the unspent funding to the City.

Per HUD requirements, the City needs to spend 80% of the CARES Act allocation by May 26, 2023. To date the City has spent 74.13%. In order to spend the remaining \$199,235.37 and to avoid recapture by the Federal Government, City staff through this resolution is recommending the reprogramming of the funds to Public Facilities to be used to complete the recreational trail project at Kiwanis Park from S. 17th Street to New Jersey Avenue.

STAFF COMMENTS:

None

ACTION REQUESTED:

Motion to recommend Common Council to approve Res. No. 85-22-23 authorizing the submittal of a Substantial Amendment to the U.S. Department of Housing and Urban Development for the 2019-2020 Program Year related to CDBG-CV3 funds.

ATTACHMENTS:

- I. Res. No. 85-22-23.

Res. No. 85 - 22 - 23. By Alderpersons Mitchell and Filicky-Peneski.
November 7, 2022.

A RESOLUTION authorizing submitting a Substantial Amendment to the U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) program for the 2019-2020 Program Year related to CDBG-CV3 funds.

WHEREAS, as part of the Coronavirus Aid, Relief, and Economic Security (CARES) Act passed by the United States Congress and signed into law by the President on March 27, 2020, the City has received two allocations of Community Development Block Grant funds ("CDBG-CV funds") in the amount of \$539,956 (CDBG-CV1) and \$230,211 (CDBG-CV3); and

WHEREAS, the Common Council dedicated the CDBG-CV3 funds to Lakeshore CAP to operate a mortgage and utility assistance program for qualified residents affected by coronavirus; and

WHEREAS, Lakeshore CAP has notified City staff that very little interest was received in the program and is therefore reimbursing the city \$85,938.89 to be dedicated to other CDBG-CV eligible activities; and

WHEREAS, in compliance with 24 CFR § 91.105, the City of Sheboygan Citizen Participation Plan requires a 30-day public comment period as it relates to the Substantial Amendment process; and

WHEREAS, the Common Council believes it is in the best interest to reprogram the approximately \$216,149.89 of CDBG-CV3 funds to the following activities:

Expansion of the existing riverfront trail at Kiwanis Park from New Jersey Avenue to N. 17 th Street	\$216,149.89
---	--------------

NOW, THEREFORE, BE IT RESOLVED: That the Common Council authorizes the submittal of a Substantial Amendment for final approval to HUD to amend the 2020 program year to include the \$216,149.89 in public facility funding for CDBG-CV3.

BE IT FURTHER RESOLVED: That authorization is contingent upon staff holding a 30-day public comment hearing on the proposed use of the funds prior to submittal and considering any comments received in crafting said Substantial Amendment.

BE IT FURTHER RESOLVED: That the appropriate staff are authorized to create, sign, and execute such documents necessary for final submittal, which shall occur on or after December 31, 2022.

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Res. No. 89-22-23 by Alderpersons Mitchell and Filicky-Peneski, a Resolution authorizing the appropriate City officials to execute an Agreement Between the City of Sheboygan, Wisconsin and Partners for Community Development for Lead Risk Assessment of Homes receiving Federal Funds for Rehabilitation.

REPORT PREPARED BY: Chad Pelishek, Director of Planning and Development

REPORT DATE: November 10, 2022

MEETING DATE: November 14, 2022

FISCAL SUMMARY:

Budget Line Item:
 Budget Summary: N/A
 Budgeted Expenditure: N/A
 Budgeted Revenue: N/A

STATUTORY REFERENCE:

Wisconsin N/A
 Statutes:
 Municipal Code: N/A

BACKGROUND / ANALYSIS:

The Department of City Development administered a housing rehabilitation loan program for low to moderate income city residents that qualify to receive federal funds to rehab their homes. Given that most of the homes in Sheboygan are pre-1978, federal law requires testing for lead based paint which was used prevalently up to 1978.

The City has struggled to find a cost-effective measure over the past few years to provide the required lead risk assessments for projects and was using a contractor in the interim. This three-year contract with Partner for Community Development will eliminate the potential conflict of the interest of a licensed contractor from completing the assessments.

Expenses related to this contract will be covered as an administrative expense in the housing rehabilitation revolving loan fund.

STAFF COMMENTS:

None

ACTION REQUESTED:

Motion to recommend Common Council to approve Res. No. 89-22-23 by Alderpersons Mitchell and Filicky-Peneski, a Resolution authorizing the appropriate City officials to execute an Agreement Between the City of Sheboygan, Wisconsin and Partners for Community Development for Lead Risk Assessment of Homes receiving Federal Funds for Rehabilitation.

ATTACHMENTS:

- I. Res. No. 89-22-23.

III

DIRECT REFERRAL TO FINANCE AND PERSONNEL COMMITTEE

Res. No. 89 - 22 - 23. By Alderpersons Mitchell and Filicky-Peneski.
November 14, 2022.

A RESOLUTION authorizing the appropriate City officials to execute an Agreement Between the City of Sheboygan, Wisconsin, and Partners for Community Development for Lead Risk Assessment of Homes Receiving Federal Funds for Rehabilitation.

RESOLVED: That the Mayor and City Clerk are hereby authorized to execute the Agreement Between the City of Sheboygan, Wisconsin, and Partners for Community Development for Lead Risk Assessment of Homes Receiving Federal Funds for Rehabilitation, a copy of which is attached hereto and incorporated herein.

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

**AGREEMENT BETWEEN THE CITY OF SHEBOYGAN, WISCONSIN, AND
PARTNERS FOR COMMUNITY DEVELOPMENT FOR LEAD RISK ASSESSMENT
OF HOMES RECEIVING FEDERAL FUNDS FOR REHABILITATION**

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 Partners for Community Development, Inc., (“Partners”) located at 1407 S. 13th St., Sheboygan, Wisconsin 53081.

WITNESSETH:

WHEREAS: The City offers loans to eligible homeowners to assist with residential property rehabilitation efforts;

WHEREAS: Funding for this loan program is provided by the Federal Government through Community Development Block Grants (“CDBG”);

WHEREAS: Homes receiving CDBG loans shall be subjected to an assessment to identify the presence and to estimate the quantity of lead in painted surfaces;

WHEREAS: Partners employs individuals qualified, knowledgeable, and certified by the State of Wisconsin to inspect for lead within painted surfaces and desires to provide lead risk assessment services to the City in support of the City’s housing rehabilitation loan program.

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

1. Effective Date and Term. The effective date of this Agreement shall be the date the last party’s signature is affixed hereto. The term of this Agreement shall continue in full force and effect until December 31, 2027. 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. Authority. This Agreement is entered into between the parties pursuant to Resolution No. _____ - 22-23.
3. Federal Assistance Notice. This Agreement is funded with federal assistance awarded to the City of Sheboygan by the US Department of Housing and Urban Development and as such, the parties acknowledge that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may

be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located.

The parties agree to comply with the Federal Terms & Conditions Addendum attached and incorporated herein as Exhibit A.

4. Scope of Services. Partners shall:

- a) Conduct each residential lead risk assessment;
- b) Coordinate all communication and scheduling of these assessments with the property owner(s), occupant(s), and city inspectors, as necessary;
- c) Conduct a thorough visual evaluation of the condition of paint and other coatings on the interior and exterior of the dwelling;
- d) Take all necessary XRF measurements and dust wipe samples for lead hazard evaluation;
- e) Submit all XRF samples for analysis to a lab certified in analyzing such samples for the presence of lead;
- f) Provide the City, the owner(s), and the occupant(s) with a lead risk assessment report detailing XRF and dust sample results and sufficient photographs to identify the areas where lead-safe work practices are necessary within two weeks of being authorized to proceed by the City;
- g) Upon notification from a contractor that site work is completed, shall promptly conduct a lead clearance inspection.
- h) Conclude each property assessment by supplying the City, the owner(s), and the occupant(s) with a detailed sample clearance result report.
- i) Discuss and explain decisions about lead sample analysis to the owner(s), occupant(s), lead-safe practices contractors, and the City as necessary;
- j) When additional visits to a property are needed, Partners shall undertake these visits at no additional cost.

5. City Responsibilities. The City shall provide Partners with the addresses of properties eligible to receive lead risk assessments as the properties are enrolled in the Community Development Block Grant Program.

6. Compensation. The City shall compensate Partners for the services rendered pursuant to this Agreement as follows:

Vendor	Single Family	2-Family per unit	Multi-Family three or more units	Clearance Per Unit	Conditions
Partners for Community Dev.	\$500	\$300	\$300	\$300	Cost of dust sample lab analysis and shipping fees not included in per unit cost.

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. Notices. 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: Abby Block

828 Center Ave.

Sheboygan, WI 53081

abby.block@sheboyganwi.gov

Partners for Community Development

Attn: Karin Kirchmeier

1407 S. 13th St

Sheboygan, WI 53081

karin.kirchmeier@partners4cd.com

9. Assignment. 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. Interpretation. 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 both parties.
11. Headings. Headings in this Agreement are for reference only and are not to be considered substantial provisions.
12. Authorization. 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. Counterparts & Signatures. This Agreement may be signed in counterparts. Facsimile and electronic signatures shall have the same effect as original signatures.
14. Entire Agreement. This Agreement constitutes the entire understanding between the parties relating to their relationship and supersedes all prior understandings, oral agreements, negotiations, representations, and agreements relating to the same subject matter.

15. 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.
16. Safety Requirements. Partners shall be solely responsible for the safety of its employees at all times and shall provide all equipment necessary to insure their safety. Partners shall ensure the enforcement of all applicable safety rules, regulations, ordinances, and laws, whether federal, state, or local.
17. 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. Partners 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 Partners 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.
18. Default & Termination. If Partners fails to fulfill, in a timely and proper manner, its obligations pursuant to this Agreement, the City may terminate this Agreement if, after seven days' written notice, Partners has not adequately remedied the failure, without prejudice to any other remedy the City may have.
19. Independent Contractor Status. During the entire term of this Agreement, Partners 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. Partners 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.
20. Indemnification. Partners 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 Partners. As such, to the extent permitted by law, Partners 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.

Partners 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.

Partners 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.

21. Insurance. Partners shall not commence work under this Agreement until it has obtained all insurance required under this Article. Additionally, Partners 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, Partners shall maintain the following insurance in full force and effect, and shall provide proof of insurance to the City's Representative listing the City of Sheboygan as an additional insured:
 - a) Workers' Compensation Insurance – Contractor shall acquire and maintain, for the duration of the Agreement, Workers' Compensation Insurance that meets all statutory requirements. In the event this Agreement authorizes any work to be sublet, Contractor shall require any subcontractor to similarly provide Workers' Compensation Insurance in accordance with all statutory requirements.
 - b) Commercial General Liability Insurance – Contractor shall acquire and maintain, for the duration of this Agreement, Commercial General Liability Insurance with a policy limit of at least \$2,000,000 per occurrence and \$2,000,000 in the aggregate.
22. Conflict of Interest. Partners 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. Partners agrees that no person having any such interest shall be employed in the performance of this Agreement.
23. Third Party Rights. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and Partners. Nothing in this Agreement shall create any contractual relationship between any subcontractor and the City. Partners agrees to bind every approved subcontractor (and every subcontractor of a subcontractor) by the terms of this Agreement as far as applicable to that subcontractor's work, unless specifically noted to the contrary in a subcontract approved in writing as adequate by the City. The City shall have the authority to consent to a subcontract as being adequate.
24. 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.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the last date set forth below.

City of Sheboygan

By: _____
Ryan Sorenson, Mayor

Date Signed

By: _____
Meredith DeBruin, City Clerk

Date Signed

Partners for Community Development

By: _____
Karin Kirchmeier, Executive Director

Date Signed

CITY OF SHEBOYGAN

**TERMS AND CONDITIONS FOR ALL CONTRACTS FUNDED WITH
FEDERAL GRANTS SUBJECT TO THE UNIFORM GUIDANCE**

In the event of a conflict between the below terms and conditions and the terms of the main body of the Contract or any exhibit or appendix, these federally required contract terms shall govern.

1. **Amendment Permitted.** This list of Federally Required Contract terms may be amended by City in the event that the applicable federal grant providing funding for this Agreement contains additional required terms.
2. **Debarment and Suspension.** Contractor represents and warrants that, as of the execution of this Contract, neither Contractor nor any subcontractor or sub-consultant performing work under this Contract (at any tier) is included on the federally debarred bidder's list listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." If at any point during Contract's term Contractor or any subcontractor or sub-consultant performing work at any tier is included on the federally debarred bidder's list, Contractor shall notify City immediately. Contractor's completed Vendor Debarment Certification is attached hereto and incorporated herein.
3. **Record Retention.** Contractor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. Contractor further certifies that it will retain all records as required by 2 CFR § 200.333 for a period of five (5) years after it receives City notice that City has submitted final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed. Unless Contractor is functioning as a sub-recipient of grant funding, rather than as a contractor, this requirement is in addition to, and not in place of, City's public records retention requirements set forth elsewhere herein. In the event of conflict between local and federal retention periods, the longer retention requirement shall control.
4. **Procurement of Recovered Materials (Applies Only if the Work Involves the use of Materials).** Pursuant to 2 CFR §200.323, Contractor represents and warrants that in its performance under the Contract, Contractor shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
5. **Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as Amended.** If this is a contract or sub-grant in excess of \$150,000, Contractor must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act

(42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations must be reported to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

6. **Energy Efficiency.** Contractor certifies that it will comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

7. **Byrd Anti-Lobbying Amendment** (31 U.S.C. 1352). Contractor certifies that:

7.1. No federal appropriated funds have been paid or will be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal Loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of and Federal contract, grant, loan, or cooperative agreement.

7.2. If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, Contractor shall request from City and provide, completed, to City the "Disclosure Form to Report Lobbying," in accordance with its instructions as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96).

7.3. Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

7.4. Contractor's completed Byrd Anti-Lobbying Certification is attached hereto and incorporated herein.

8. **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) (Applies Only to Funding Over \$100,000, When Laborers or Mechanics are Used).** Contractor must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, Contractor must compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

9. **Right to Inventions Made Under a Contract or Agreement.** Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any applicable implementing regulations.
10. **Federal Government is Not a Party.** The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to City, Contractor, or any other party pertaining to any matter resulting from the Contract.
11. **Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).** If this is a “prime construction contract,” in its performance under the Contract, Contractor shall comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, Contractor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractor is required to pay wages not less than once a week. **Note: this paragraph is not applicable to contracts paid for solely with ARPA SLFRF moneys.**
12. **Copeland “Anti-Kickback” Act (40 U.S.C. 3145).** If this is a “prime construction contract” in excess of \$2,000, Contractor shall, in its performance of the contract, comply with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.
13. **Equal Employment Opportunity.** Contractor shall comply with Executive Order 11246, “Equal Employment Opportunity,” as amended by EO 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and as supplemented by regulations at 41 CFR Part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
14. **Termination for Convenience.** If this Contract is for an amount in excess of \$10,000 and it lacks a termination for convenience clause, the following applies: City may terminate this Contract at any time for any reason by giving at least thirty (30) days' notice in writing from City to Contractor. If Contractor is terminated for convenience by City, Contractor will be paid for services actually performed or commodity actually provided.
15. **Termination for Cause.** If this Contract is for an amount in excess of \$10,000 and it lacks a termination for cause clause, the following applies: If Contractor shall fail to fulfill in timely and proper manner any of its obligations or violate any of the provisions of this Contract; City shall have the right to terminate this Contract. City shall notify Contractor of its intent to terminate, by giving Contractor prior written notice at least five (5) business days before the effective date of the termination, identifying the alleged deficiencies in Contractor’s performance, and shall give Contractor thirty (30)

days to cure such deficiencies prior to termination. In such event, all deliverables completed by Contractor as of the date of termination shall, at the option of City, become property of City. Notwithstanding the above, Contractor shall not be relieved of liability to City for damages sustained by City by virtue of any breach of the Contract, and City shall retain its remedies under law.

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

17. Domestic Preferences for Procurements. Pursuant to 2 CFR §200.322, as appropriate, and to the extent consistent with law, Contractor should, to the greatest extent practicable under this Contract, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontracts and purchase orders for work or products under this Contract.

18. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. Contractor shall not use funds under this Contract to purchase, or enter into subcontracts to purchase, any equipment, services, or systems that use telecommunications equipment or services as a substantial or essential component of a system that is subject to 2 CFR § 200.216 (generally, video surveillance or telecommunications equipment produced by Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company, their subsidiaries or affiliates, or any entity that the Secretary of Defense reasonably believes to be an entity owned or controlled by the government of a foreign country). In the event Contractor identifies covered telecommunications equipment or services that constitute a substantial or essential component of any system, or as critical technology as part of any system that is subject to 2 CFR § 200.216, during Contract performance, Contractor shall alert City as soon as possible and shall provide information on any measures taken to prevent recurrence.

19. Prohibitions on Discrimination. Contractor agrees to comply with the following as applicable:

19.1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance.

19.2. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability.

19.3. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.

19.4. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance.

19.5. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state or local governments or instrumentalities or agencies thereto.

19.6. Title IX of the Education Amendments of 1972 (Title IX), (20 U.S.C. 1681 et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 28, which prohibits discrimination on the basis of sex in any federally funded education program or activity

20. **Financial and Program Management** As subrecipient of federal funds, Contractor is required to comply with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, other than such provisions as Treasury may determine are inapplicable to this Agreement and subject to such exceptions as may be otherwise provided by Treasury.

20.1. Financial Management: Contractor shall maintain records and financial documents sufficient to show compliance with section 603(c) of ARPA, Treasury's regulations implementing that section, and guidance issued by Treasury. Contractor shall grant the Treasury Office of Inspector General and the Government Accountability Office or their authorized representatives, the right of access to these records in order to conduct audits or other investigations. Financial records, supporting documents, statistical records and all other records pertinent to the services purchased pursuant to this Agreement shall be retained for a period of five (5) years after all of the City's funds have been expended or returned to the Treasury Department, whichever is later.

20.2. Audit Requirements. Contractor agrees to provide all reports requested by the City including, but not limited to, financial statements and reports, reports and accounting of services rendered, and any other reports or documents requested. Financial and service reports shall be provided according to a schedule (when applicable) or upon request. Contractors who expend more than \$750,000 in federal awards during their fiscal year will be subject to an audit under the Single Audit Act and its implementing regulation at 2 CFR Part 200, Subpart F.

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

20.4 SAM.gov Requirements. Contractor is required to comply with 2 CFR Part 25 (System for Award Management (“SAM”)) and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information) unless exempted pursuant to 2 CFR § 25.110.

21. **Drug-Free Workplace.** Contractor acknowledges that as a subrecipient of federal funds, it is subject to 31 CFR Part 20 (Governmentwide Requirements for Drug-Free Workplace)
22. **Relocation Assistance.** Where an agreement or project requires the relocation of persons or such person’s personal property, Contractor is advised that 42 USC 4601-4655 (Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970) may apply.
23. **Incorporation of Required Clauses and Conditions.** To the extent any applicable federal statute, regulation, or executive order requires any clause or condition to be included or incorporated into this Agreement between the City of Sheboygan and the Room Tax Commission, and that term or condition has not been expressly included or incorporated, it is included or incorporated by reference.

This form is required only for subrecipient funding of more than \$100,000

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of their knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Ch. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Date: _____

Signature of Contractor's authorized official

(Print name of person signing above)

(Print title of person signing above)

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

Federal Executive Order 12549 requires that all contractors receiving individual awards, using federal funds and all subrecipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from doing business with the Federal Government. By signing below, Contractor certifies that its organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify your bid. Information on debarment is available at the following websites: www.sam.gov and <https://acquisition.gov/far/index.html>.

Your signature certifies that neither you nor your principal is presently disbarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Date:

Signature of Contractor's authorized official

(Print name of person signing above)

(Print title of person signing above)